

**City of Calistoga
Request for Proposals
(RFP) for
IT Managed Services**

ISSUE DATE:

September 24, 2024

Deadline for Proposal Submittal:

**Thursday, October 31, 2024,
by 4:30 p.m.**

Rachel Stepp

rstepp@calistogaca.gov

1. RFP Overview

Aa. Introduction

- Aa1. The City of Calistoga (herein referred to as “City”) has issued this Request for Proposals (RFP) to solicit responses from qualified vendors offering Information Technology (IT) Managed Services provider to provide outsourced IT Managed Services per the requirements identified in this RFP.
- Aa2. The ideal firm will have experience supporting local government organizations employing a hybrid workforce model. The proposer, as the City’s IT Service provider, will work closely with the City’s management and departments to proactively provide best practice solutions and recommendations, and assist with establishing strategic technology workplans and developing budgets.
- Aa3. The City facilities include a main campus City Hall (Finance, Planning, Building, Human Resources, City Manager, City Clerk), Police Station, Fire Station, Public Works Corporation Yard, Water and Wastewater Treatment Plant, Recreation Facilities, Parks and Recreation.

Ab. About the City

- Ab1. The City of Calistoga is a California general law City incorporated in 1886 that operates under the Council-Manager form of government. A five-member City Council is elected to four-year terms and serves as the board of directors. A City Manager is appointed by the City Council and serves as the chief executive officer. The City Manager is responsible for all municipal functions. City Attorney services are contracted out to Burke, Williams, Sorenson, LLP to serve as chief legal advisor for the governing body and the administration.
- Ab2. The City’s legislative, administrative, and municipal services include: City Council; City Manager, City Clerk, Finance, Human Resources; Police; Fire; Public Works; Planning and Building; Parks and Recreation; Water and Wastewater. The City’s IT services are provided under contract with Marin IT. The City employs approximately 70 full-time employees.

B. Vendor Information

- Ba. **VENDOR QUALIFICATIONS:** The vendor has been in business doing this type of work for at least the last **three** years. Specifically, the vendor has done similar projects for other local government agencies.
- Bb. **RESPONSIVENESS AND SELECTION PROCESS:** The decision for selection will be made on a combination of criteria, including but not limited to: comprehensiveness of proposal, responsiveness and adherence to format, quality and completeness of proposal, qualifications and experience of the firm or partnership, with same or similar equipment/services, and vendor's ability to perform in a timely fashion; total cost (including ongoing operating costs); local project team and subcontractor/consultant qualifications; reputation of Vendor and products in similar installations; City’s perception of Vendor’s stability within the industry.
 - **SUBCONTRACTORS:** City prefers a proposal with a single or primary vendor. If a vendor submits a proposal that includes a subcontractor or subcontractors, a primary vendor who will be responsible for the satisfactory performance of all subcontracted firm(s) performing work under this contract must be identified.
- Bc. **FIRM PRICES:** All quotes shall be held firm for a minimum of 120 days after the proposal due date to allow adequate time for City to consider each proposal and make an award. Upon receipt of its proposal by City, the vendor shall be presumed to be thoroughly familiar with all aspects of this work. The failure or omission to examine any location, equipment, form,

instrument, or document shall in no way relieve the vendor from any obligation with respect to this RFP and a resultant agreement.

Bd. General RFP Submittal Information

- Bd1. City's designated staff will evaluate proposals received.
- Bd2. All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 7920 to 7930). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.
 - i. The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" or "PROPRIETARY," and by so doing the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of all claims for damages caused by any release of the information.
 - ii. Any Proposal section alleged to contain confidential or proprietary information will be identified by the proposer in boldface text at the top and bottom of a submittal page.
 - iii. Designating the entire proposal as proprietary is unacceptable. Submission of a proposal will constitute an agreement to this provision for public records. Pricing information is not considered proprietary information.
 - iv. Specific parts of a proposal deemed by the proposer to be exempt from disclosure must cite the applicable Government Code section.
- Bd3. Submission of a proposal indicates the firm's acceptance of the conditions contained in this RFP document, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between City and the vendor selected.
- Bd4. The City will not pay any costs associated with the preparation, submittal, presentation, or any expenses associated with proposal. All proposals submitted to the City shall become properties of City and will not be returned.
- Bd5. The vendor may recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP. However, these additional tasks should be clearly identified as additional tasks within the RFP.

Be. Vendor Walkthrough and Confidential Documents

- Be1. The City will provide any vendor who submits an intent to propose the necessary information in a confidential technical document.
- Be2. Vendors will be asked to sign a non-disclosure agreement (NDA) to access the confidential document and to participate in a vendor walkthrough. At its sole discretion, the City can decide not to share the technical document with any vendor.

Bf. Intent to Propose

- Bf1. Each Proposer who plans to submit a proposal shall register by email to the RFP Project

Manager by providing an Intent to Propose statement by the deadline specified in the RFP Schedule, section 3, below.

The Intent to Propose statement shall include:

Proposer name

- Statement of Proposer’s intent to propose to this RFP.
- Name and title of Proposer main contact
- Address, telephone, and email address

Bf2. The Intent to Propose must be submitted by the date indicated in the RFP Schedule. Note that submission of the Intent to Propose email does not bind Proposers to submitting a proposal. However, submission of an Intent to Propose will ensure that Proposers receive any RFP addendums, and question and answer sets.

Bg. RFP Questions

- Bg1. Questions regarding this RFP should be submitted by email to Rachel Stepp (rstepp@calistogaca.gov), according to the dates set forth in the schedule. Any firm who notified City with an Intent to Propose will receive a response to all questions and any other addenda that may be released via email according to the dates set forth in the schedule.
- Bg2. Proposers should carefully review this RFP and all appendices and ask any questions necessary to clarify the material. In the event the vendor has any questions regarding the meaning of any part of the documents, or finds any error, omission, inconsistency, or ambiguity in the documents, the vendor shall make a written Request for Clarification prior to submitting its proposal. Requests for clarification or interpretation of documents shall be addressed only to the RFP Project Manager designated above.
- Bg3. It shall be the vendor’s responsibility to ensure that any such request is submitted to City in a timely manner no later than the date set forth in RFP Schedule to allow City to issue a written addendum. Questions submitted after the deadline may be considered waived and invalid if said questions were not brought to the attention of the City by the Deadline to Submit Proposer Questions.
- Bg4. City may make clarifications, interpretations, corrections, and changes to the documents by issuing an addendum as provided herein. Purported clarifications, interpretations, corrections, and changes to the documents made in any other manner shall not be binding on City, and vendors shall not rely upon them.

3. RFP Schedule

Proposed - Tentative RFP Schedule	Date
Release RFP	Tuesday, September 24, 2024
Deadline to Submit Intent to Propose Statement	Tuesday, October 8, 2024
Onsite Vendor Walkthrough	Tuesday, October 15, 2024
Deadline to Submit Proposer Questions	Friday, October 18, 2024
Response to Questions	Wednesday, October 23, 2024
Proposals Due	Thursday, October 31, 2024
City Review	November 4 to November 15, 2024
City Reference Checks	Week of November 18
City Interviews	Week of December 3-5(tentative)
Vendor Award / Contract Process	TBD
Transition	TBD

4. City Technology Environment

- 4a. The City’s technology environment consists of Microsoft windows-based desktops/laptops/servers, includes the use of virtualization in the server environment; cloud-based and on-premises third-party applications.
- 4b. City’s Enterprise Catalog List of Software – City of Calistoga SB 272 Enterprise Catalog
 - See Confidential Documentation (Provided to all who submit Intent to Propose document).

5. Scope of Services

- 5a. The requested services are defined in Appendix A. The scope of services consists of comprehensive services designed to strengthen the cost-effectiveness, quality, and productivity of the City’s IT services.
- 5b. Proposers are required to perform all the requirements described in the IT Managed Services – Scope and Services defined in Appendix A.
- 5c. Appendix A lists the services in three sections:
 - 5c1. Base Services
 - 5c2. Desktop and Server Services.
 - 5c3. Network and Security Services.
- 5d. Proposers may propose additional services not listed in scope. If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

6. Proposal Costs

- 6a. Please provide proposed costs for services in the Proposer Cost excel spreadsheet (RFP Appendix B).
 - 6a1. The spreadsheet provides proposers with sufficient information for pricing based on

their service model.

- 6a2. Quantities may not be exact, a final inventory and true-up will be required within the first three months of services.
- 6b. Provide proposed costs for personnel for an average of sixty-four (64) hours of on-site support per month, excluding organization holidays. Number of days and hours per day to be negotiated.
- 6c. Monthly costs include General Support and Base Services as listed in Scope of Services.
- 6d. Special projects and new projects-related work are not included in on-site support.
- 6e. City expects managed services to include on-site support, remote support, and 24x7 network monitoring. Note that the purchase and installation of managed services software will be the responsibility of the vendor.
- 6f. City reserves the right to select final services from the proposed services offered during a final contract negotiation process.
- 6g. Projects and project-related work are not included in on-site support services. Include in the spreadsheet a tab titled “Project Costs” to enter costs. City lists possible projects: proposer should add other possible project work for consideration.
- 6h. Planned and special projects that are outside of normal support and may be requested from time to time.
- 6i. Compensation/Payment Schedule
 - 6i1. The proposer is required to submit a cost proposal. The proposer must state if the proposed rate is guaranteed for the term of the contract or if it is subject to annual adjustments. If subject to annual adjustments, the proposer must state how adjustments are determined. Travel expenses will not be paid by the organization as a part of this contract.
 - 6i2. Invoicing shall be monthly for services rendered. Detailed invoicing for all time and statement of work charges shall include:
 - Date of service
 - Who performed service
 - Description of service performed
 - Duration of chargeable time – outside the standard work, needs approval prior to be done.

7. Implementation and Project Management

7a. Project Management

- 7a1. The proposer is expected to provide an Account Manager for the City. The Account Manager is required to interface with the City’s designated technology liaison and management staff and be the main contact for the City for the duration of the project.
- 7a2. Project implementation will be coordinated with City schedules to minimize any disruptions to normal operations.

7b. Transition Plan and Implementation Schedule

- 7b1. City expects the new IT provider’s transition plan to have limited impact on ongoing operations. The vendor is expected to have experience in this area and to provide City with a detailed plan to accomplish the transition from the current IT support provider to the new IT support provider, with minimized disruption to staff.

- 7b2. All documentation, installation, reports, and materials must be provided to the City prior to commencement of installation, followed by submission of any Moves, Adds, Changes (MAC).
- 7b3. Proposer will be expected to interface as needed with City's telecommunication and Internet providers for any necessary changes during the transition.

8. Submittal Instructions

- 8a. Proposers shall submit an electronic copy via email of the proposal based on the date assigned in the RFP schedule, signed by the firm's authorized agent to the RFP Project Manager with subject title "IT Managed Services." The proposal must be received before the specified time. Late proposals will not be considered. All questions, proposals, and comments must be submitted in writing via email only to:
Rachel Stepp, Deputy City Manager
Rstepp@calistogaca.gov
- 8b. Vendors are required to clearly identify any limitations or exceptions to the requirements defined in this RFP, including but not limited to the City's Professional Services Agreement. Alternative approaches will be given consideration if the approach clearly offers increased benefit to City.
- 8c. City is not responsible for non-receipt or mis-delivery, and it is the Proposer's responsibility to ensure we have received their communication.
- 8d. Interested parties shall not directly contact any City staff member or appointed or elected officials. All inquiries shall be in writing via email with responses provided to all who have registered their intent to propose.
- 8e. Submission Requirements – Proposals may be in PDF or MS Word format. The cost proposal shall be in Excel spreadsheet format.

Proposals shall be clear, accurate and comprehensive. Failure to follow the specified format, to label the responses correctly, or to address all the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

The content and sequence of the information contained in each of the proposals shall be as follow:

- 8e1. Table of Contents
- 8e2. Title Page: Shall include the subject of the proposal, the proposing company's name and postal address, the name, email address, and telephone numbers of a contact person, the date of the proposal, and signature of a duly authorized official representing the vendor.
 - i.
 - ii. The proposal shall be signed by an individual, partner, officer, or officers authorized to execute legal documents on behalf of the vendor with a guarantee that the proposal will be valid for a minimum of 120 days.
 - iii. Statement of acknowledgement that the "Appendix C – Professional Services Agreement" have been reviewed and accepted with or without exception. If exceptions are identified, those items must be identified and listed along with requested modifications to the agreement. If no exceptions are noted, the City will assume that the Proposer can perform all tasks and services without

reservation or qualification to the agreement.

- iv. Acknowledgement of ability to meet insurance requirements in Professional Services Agreement.

8e3. Executive Summary

- i. Company Background (number of years actively providing professional services for technology services, location of office from which service will be provided, company's normal business hours [PST] for office-providing services)
 - a. Summary shall include their approach to providing the services; how the firm is positioned to provide services and how they will generally meet the scope of services.
- ii. Description of any claims, lawsuits, or legal settlements the vendor has had in the past and/or those that are currently pending.
 - List all public agencies (not to include City of Calistoga) for which contracts were terminated (by either party) in the last four years. Show names of organization and names and telephone numbers of person who can be contacted. Firms may provide a brief explanation of the reason(s) for termination(s).

8e4. Qualifications and References

- I. Describe the firms' qualifications and experience performing similar IT managed services; specific examples of representative projects undertaken in the last three years demonstrating experience in each example. Identify names and contact information for examples provided.
- II. Describe any independent reviews or certification processes your company completes to support the firms qualifications and abilities.
- III. Provide a list of the proposed staff members who will be assigned to this account. Identify the names and specific qualifications, experience, and appropriate licenses held. Include a resume for all primary and secondary.
- IV. Provide a list of references (minimum of three references). At least one reference must be a government agency for whom the firm has provided similar services in California. The Vendor should be performing similar work with each of these references.

8e5. General Support (Scope of Services 1 – General Support)

Proposer shall address in narrative format the services requested in this section. The proposer shall describe how they will provide all the services listed in General Support. Response needs to be detailed and address each item 1.0 through 1.13. Contract staff can be addressed in section 8e4 but must be addressed and include:

- Description of skills and expertise of all staff to be assigned to account.
- Description of how staff receive continuing education and training.
- Description of the skills and expertise of information security staff to be assigned to account.
- Currently the City has a contract for Chief Information Officer, please explain how

you would work with them to support the day-to-day operational needs as well as planning projects and services.

- 8e6. Base Services (Scope of Services 3 – Base Services). The proposer shall address in narrative format the services requested in this section. Response shall describe how they will recommend purchasing; project management and delivery; documentation; account administration, management and reporting; asset management; and change management. Describe your firm’s approach to project management.
- I. Service-Level Metrics
 - II. Scope of services Section 3.4 Table 1 lists service level objectives for key metrics. The proposer must be able to meet those as well as work with the City to identify additional KPI’s (see list below). Please submit examples of current service level reports offered and an explanation of the tools and the process used to create the reports.
 - III. Examples of KPIs:
 - Average Time to Ticket Resolution
 - Average First Response Time
 - Opening / Closing Ticket Rates
 - Mean Time to Resolve
 - Average Tickets and help time per customer.
 - First Call Resolution
 - Potential IT Issues prevented.
 - Network uptime and speed history
 - Network inventory and important device statistics
 - Time to complete Root Cause Analysis
 - Customer Satisfaction rating
 - Comparison to industry numbers
- 8e7. Desktop and Server Services (Scope of Services 4 Desktop and Server Services)
The proposer shall address in narrative and detailed format the services requested in this section. The proposer shall include their approach in their response to providing efficient and effective IT support services related to management, maintenance, and monitoring activities for operation of services listed in Scope of services 4.1 through 4.9. Proposers shall provide descriptions of their approach to each area including their current experience providing the services. The proposer shall provide examples of work products.
- 8e8. Network and Security Services (Scope of Services 5 Network and Security Services).
The proposer shall address in narrative format and detailed format the services requested in this section. Response shall describe how they will provide each of the areas identified in Scope of Services 5.1 through 5.8. The proposer shall provide detailed information for the City to evaluate their ability to perform the requested services. The proposer shall provide examples of work products.
- 8e9. Implementation Project Plan: Proposer shall include an implementation project plan with a timeline to describe how the proposer will transition services from current provider.

8e10. Proposer must also list any resources and/or assistance expected to be provided by City.

8f. All proposers must respond to the following items:

8f1. Describe your firm’s approach to providing cross training for your staff in order to minimize lost time caused by staff turnover and in ensuring continuity of services in the event of absence or vacation of regular assigned staff.

8f2. Describe your firm’s approach to continuously improving service delivery over the term of the contract.

8f3. Describe how the proposer works with other service providers such as phone system vendors or council chambers video/audio support.

8f4. Describe how the end users will be serviced for all hours as well as specific information regarding off-hour requests (i.e., evenings, weekends, and holidays).

8f5. Describe how the proposer is kept informed regarding state and federal legislation that may impact the City related to technology and how is that information shared with the City. Provide examples of where this has been done.

8g. Project Services – In Appendix B the proper cost spreadsheet the City asks for pricing on possible projects. Describe below how you would implement the following projects (each of them would be separate projects):

8g1. M365 Enhancement Project – Work with the City to understand features such as Teams, SharePoint and OneDrive and develop a plan to transition to the use of the cloud-based services. Explain your experience in this area.

8g2. Implementation and Integration of New City Website and ERP – Work with the City’s website provider (Granicus) and to be determined ERP solution to fully implement the features and functionality based on City requirements. Explain your experience in this area.

8h. Appendix B Proposer Cost Sheet

8h1. The cost sheet showing any and all charges for performing the services in the proposed scope of work.

9. Proposal Evaluation

Proposals submitted in response to this RFP will be reviewed by a cross-functional team that is representative of City staff. A multi-phase evaluation process will be used to evaluate and choose the final consultant. A proposer with a successful rating will move to the next phase. An unsatisfactory rated proposal will not be considered further.

9a1. Evaluation Criteria and Process

In seeking to determine which proposed solution best meets the City’s needs, the following criteria and process will be used to evaluate submitted proposals and proposing firms:

Phase 1 – Evaluation of Submitted Proposals/Reference Checks

During the first phase of the evaluation process, submitted proposals will be evaluated on:

- Comprehensiveness and quality of the proposal.
- Qualifications and experience of the proposing firm and its team.

- Detailed and thorough responses to ability to provide scope of services.
- Proposer’s prior record of performance.
- Proposed pricing.

Proposing firms with the most favorable scored written proposals will be selected for Phase 2 of the evaluation process.

Pricing proposals will be separately evaluated to determine if the submittals fall within a competitive range (or cost/best value). Pricing proposals significantly higher or lower than the competitive range may be removed from consideration if determined to be in the best interest of the City. The City reserves the right to request clarification with any or all Proposers.

Phase 2 - Proposer Interviews

Each proposer found eligible to proceed to Phase 2 will be invited to a virtual interview with the evaluation team. At the end of this phase, the evaluation team will determine a rank order of the interviewed firms before proceeding to Phase 3.

Phase 3 – Proposer Selection and Negotiation

Following Phase 2, the City will engage in contract negotiations with the highest ranked Proposer. If the City and the highest ranked Proposer do not reach terms and conditions of a contract that are mutually acceptable, the City will enter into negotiations with the second highest ranked firm, and so on until mutually acceptable terms/conditions are agreed upon.

Evaluation Scoring Ratings:

In evaluating submitted proposals and proposing firms, the following scoring system will be used:

Exceptional – Proposal response meets or exceeds requirements and can provide scope of services in all respects and has no significant deficiencies; proposing firm has a proven track record; exceeds best practices; clearly and concisely presented; logically organized.

Good – Proposal response meets requirements and can provide scope of services in most respects and has no material deficiencies; proposing firm has a proven track record; acceptably presented; organized; integrated,

Unsatisfactory -- Proposal response meets some requirements but has material deficiencies that could impact service delivery and/or add substantial costs; proposing firm is unable to demonstrate a proven track record; unorganized response.

Unacceptable – Proposal does not meet requirements for satisfactory service delivery; and proposed firm is unable to demonstrate a proven track record; unorganized response.

- 9a2. It is City’s intent to select a vendor evidencing demonstrated competence and professional qualifications sufficient to perform the services. The successful

proposer will be selected on the basis of information provided in the proposal, interviews, and the results of City’s research and investigation.

- 9a3. The selected vendor shall be expected to execute the City’s Professional Services Agreement (Appendix C). In the event that City is unable to reach agreement on the Professional Services Agreement terms, City will proceed, at its sole discretion, to negotiate with the next vendor selected by City. The City reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired.
- 9a4. An unsatisfactory-rated proposal will not be considered further by the City. Reference checks may consist of phone and/or email inquiries to any current or past customer of the vendor, either provided by the vendor or contacted independently by City. All vendors will be notified by email at the conclusion of the selection process.

10.RFP Terms and Conditions

- 10a1. Collusion: By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.
- 10a2. Gratuities: No person will offer, give or agree to give any City employee, public official, or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the City. Proposer shall be aware that no City employee, public official, or its representatives can solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.
- 10a3. Nondiscrimination: No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, religion, gender, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's consultants. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 10a4. Cancellation of RFP. City reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.
- 10a5. No Commitment to Award. Issuance of this RFP and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or any part of this RFP.
- 10a6. The City reserves the right to waive minor errors, discrepancies, or irregularities in any proposal.
- 10a7. The selection will be at the discretion of the City and may be made in any manner that is in the best interest of City.
- 10a8. The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime consultant or its subcontractors. The City reserves the right to interview and approve all Proposer staff members. Proposer's staff may be subject to the City's background and drug testing processes at any time. Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime consultant and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using consultants for any

service associated with this RFP offshore (outside the United States).

- 10a9. Severability: If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.
- 10a10. This RFP and the successful proposal will be incorporated into the final contract.
- 10a11. Licensure: Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure.
- 10a12. Consultant Participation: The City reserves the right to share with any consultant of its choosing this RFP and proposal responses in order to secure a second opinion. The City may also invite said consultant to participate in the Proposal Evaluation process.
- 10a13. Conflict of Interest and Proposal Restrictions: By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.
- 10a14. Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.
- 10a15. Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.
- 10a16. Other Reserved Rights of the City
- The City reserves the right to:
- Make the selection based on its sole discretion
 - Reject any and all proposals
 - Issue subsequent Requests for Proposals
 - Postpone opening proposals, if necessary, for any reason
 - Remedy errors in the Request for Proposal process
 - Approve or disapprove the use of particular subcontractors
 - Negotiate with any, all, or none of the Proposers
 - Waive informalities and irregularities in the proposals
 - Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City in a timely manner
- An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the Proposer.

10b. Agreement

- 10b1. Proposers should carefully review this RFP and all attachments, including but not limited to, the City of Calistoga Professional Services Agreement (Appendix C).

The selected vendor will be required to sign City's Professional Services Agreement. Comments or objections to any terms of City's agreement must be made in writing and received with the proposal submission. Vendor should note any objections, or if none, note that as well in the proposal submission.

Appendix A

Scope of Services

1 General Support

- 1.1 Contractor will provide support for the City desktop computers and desktop applications.
- 1.2 Contractor will work with vendors for application issues beyond routine troubleshooting procedures and for non-standard, unique third-party software that the City utilizes.
- 1.3 Contractor will provide 24/7 support for all Windows and Linux based server(s), including virtual servers.
- 1.4 Contractor will provide 24/7 management and monitoring of the network infrastructure.
- 1.5 Contractor will provide 24/7 network security and cyber security monitoring and management.
- 1.6 Contractor will provide centralized security patches/updates and firmware process.
- 1.7 Contractor will assist and help plan a cybersecurity audit based on principles outlined by the State of California
- 1.8 Contractor will evaluate steps recommended by CISA to prevent ransomware attacks.
- 1.9 Contractor will evaluate and recommend technological upgrades to the City as needed to improve performance, security, reliability, etc. The City will act as the final decision maker for any proposed upgrades.
- 1.10 Contractor will undertake a study to evaluate how the City's in-house infrastructure can be migrated to the cloud for increased security, determine cost tradeoffs, ease of use and better scalability.
- 1.11 Contractor will identify, evaluate, and recommend any third-party software tools that the City will be required to procure. The City will act as the final decision maker for any software licensed by, or for, the City, procured with City funds, or required to be reimbursed with City funds.
- 1.12 Acceptance Testing and Documentation of Procedures. Following the completion by Contractor of any deliverables required by this Agreement that result in operational changes or new processes, City will test each process/procedure in accordance with standard industry procedures, noting in writing whether the deliverable will be accepted (final acceptance) or if modifications are required. Following final acceptance by City, Contractor will provide written documentation procedures within thirty (30) calendar days of the effective date of final acceptance.
- 1.13 Contractor Staffing: Contractor will provide technical staff that are knowledgeable and trained to carry out this Scope and Services. Based on ongoing IT needs, staffing levels may change upon mutual agreement between Contractor and City. Managed Service staffing includes:
 - 1.13.1 **Dedicated Account Manager** - Act as the main point of contact between Contractor and City.
 - 1.13.2 **Desktop and Server Engineer** - Technical skills necessary to support current and future City desktop, mobile and peripheral infrastructure.
 - 1.13.3 **Systems and Network Engineer** - Technical engineering support for the City's servers and network infrastructure.
 - 1.13.4 **Chief Technology Officer / Director of IT** - Serve as the Senior Engineer, Strategist and Technology Consultant to the City.

- 1.13.5 **Project Manager** – will provide tools, documents, techniques, and resources to support managed services and approved projects.
- 1.13.6 **Continuing Education and Training** – Contractor will ensure all staff complete all necessary training and credentialing to provide this Agreement’s services.
- 1.14 City Resources - The City will provide Contractor with resources as needed to carry out services such as facilities access, server, and network access, and temporary workstations. The City will respond as quickly and completely as possible to enquires made by the Contractor. Contractor will communicate in advance to the City when assistance is required.

City will provide a designated point of contact for Contractor.

2 Service Delivery Areas

- (1) Base Services
 - (2) Desktop and Server Services
 - (3) Network and Security Services
- 2.1 Services not included are related to the implementation of new infrastructure or new software systems/solutions. Contractor will provide cost estimates to the City for all none- included services as needed. The cost estimate should be itemized with descriptions of each item.

3 Base Services

- 3.1 Purchasing
- 3.1.1 Contractor will be responsible for making recommendations on IT-related equipment (hardware) and software and coordinating with vendors as requested, City will make purchase.
 - 3.1.2 Contractor will be responsible for obtaining quotes for maintenance or warranty renewals and reviewing the terms and conditions of the City's maintenance and support agreements. Contractor will follow all City purchasing policies. The City will act as the final decision maker for any hardware or software purchases made on behalf of the City, procured with City funds, or required to be reimbursed with City funds.
 - 3.1.3 All hardware and software purchases will be updated in an asset database with serial numbers, warranties, and expiration dates and will be reflected in the annual Tech Audit.
- 3.2 Project Management and Delivery
- 3.2.1 Contractor will deliver and manage projects with a high level of professionalism and skill to ensure timelines, scope and budgets are adhered to.
 - 3.2.2 Contractor will provide a consistent methodology for all technology projects (i.e., planned during the yearly budget process, ad hoc projects) to ensure successful projects.
 - 3.2.3 At City’s sole discretion, new technology or application implementation requiring project management and services, maybe sole-sourced to the Contractor or maybe submitted for outside bids.
- 3.3 Documentation
- 3.3.1 Contractor will create and maintain accurate and updated technology documentation, including, but not limited to:
 - 3.3.1.1 Device configuration version control

- 3.3.1.2 Change control documentation, including thorough test plans.
- 3.3.1.3 Standard procedures (i.e., patch management)
- 3.3.1.4 Updated equipment/application/warranty/license lists.
- 3.3.1.5 Vendor contact list

3.4 Service Level Metrics, Availability and Response Times

3.4.1 Support Tracking

Contractor will utilize an interactive ticketing system that tracks each ticket from initiation to completion. The system will serve as the central communication hub between the Contractor's helpdesk and City users. In addition, the Contractor will provide a weekly report on outstanding support tickets to the City as well as a secure web portal where tickets can be viewed by the City in real-time

3.4.2 Service Levels aims to ensure that the Contractor meets City's business requirements for availability, reliability, and secure services that are backed by service levels. By meeting these objectives, City aims to:

- ensure end-user experience and productivity
- standardize hardware and software environments
- ensure security, data management, and backup
- ensure asset management and control

3.4.3 Contractor will follow industry best practices, specifically the "Service Operation" standards outlined by the Information Technology Infrastructure Library (ITIL). Contractor will use processes governed by a Service Level Matrix ("SLM") and a set of Service Level Objectives ("SLOs") to identify incidents (i.e., alerts and/or events), define each incident's priority level (defined by that incident's urgency and impact), respond to incidents in order of priority, and ultimately resolve incidents as quickly as possible.

Service Type	Service Delivery	
Regular Service	7:00am to 6:00pm, Monday - Friday	Help Desk hours are defined as 7:00am to 6:00 pm Monday through Friday except for City holidays. Network support 24X7X365 is included in pricing.
After Hours Service (desktop services only)	After 6:00 pm and before 7:00 am after hours of service Monday – Friday All hours Saturday, Sunday	Desktop support performed by Contractor outside the normal business hours, on weekends or holidays will be billed at the appropriate overtime rates (see contract)

Table 1 - Service Level Metrics / Objectives

	P1 – Critical	P2 – Important	P3 – Normal	P4 – Low
Metric	Objective	Objective	Objective	Objective
Availability- Network Support Operations	24x7x365	24x7x365	24x7x365	24x7x365

Availability-Helpdesk	24x7x365	24x7x365	24x7x365	Regular Service Hours
Acknowledgement	15 minutes	15 minutes	30 minutes	30 minutes
Status Updates	30 minutes	2 hours	8 hours	12 hours
Resolution Plan	< 4 hours	< 8 hours	< 8 hours/NBD	< 3 days
Resolution Time	90% resolved in less than 4 hours	90% resolved in less than 8 hours	75% resolved in less than 16 business hours	75% resolved in less than 1 week

Table 2- Priority Levels

Incident Priority	Definition
P1 – Critical	Typically, an emergency incident affecting all or most users and that is halting the use of critical "line of business" applications and/or access to the network or a data/security breach. Examples: Email server(s) not sending/receiving email, Internet connection down, database server appears offline, etc.
P2 – Important	Likely affecting multiple users and impairing access to one or more critical business applications, though, not resulting in a complete stoppage of work. Examples: Slow/intermittent Internet connectivity, backup failures, imminent server crash due to lack of hard disk space, etc.
P3 - Normal	Typically affecting between 1 and 5 users and generally non-critical in nature. Workarounds are likely available. Examples: User cannot print to a network printer, user's domain account locked due to unsuccessful password entries, a user has deleted an email by accident and wants it restored, etc.
P4 - Low	The problem affects no more than a few users and is typically non-business impacting. Workarounds available. Examples: User has some "dead pixels" on her monitor, user application displaying persistent error messages with no impact to use of the application, occasional static heard on a particular VoIP phone, etc.

3.4.4 Contractor will deliver a monthly report (SLO Report) documenting performance according to the agreed-upon service levels set forth above. Any SLA that is not met will require a remediation plan included in the SLA Report that will be implemented in less than 30 days

3.5 Account Administration, Management, and Reporting

Contractor is responsible for maintaining a high level of service and accurate reporting on that service. Account administration includes, but is not limited to, the following services and reports:

3.5.1 Prepare and deliver Service Level Objectives Reports (monthly)

3.5.2 Help Desk tickets or reported incidents that have been open more than three days can be escalated by the City via the real-time portal and will be included in the bi-weekly meetings and monthly ticket reports.

- 3.5.3 Summary report of all tickets opened, closed, or worked during the month, with a status for each.
- 3.5.4 Prepare and provide monthly, quarterly, and annual Customer Satisfaction reports based on the responses from closed tickets.
- 3.5.5 Perform Annual Technology Audit to include the current state of all hardware, software, licenses, vendors, diagrams, and recommendations for improvements, innovation, new technology, including improvement and sustainability projects
As part of this audit, the Contractor should present the City with all upcoming hardware and software technologies that will help improve the performance of City's hardware and software, which will eventually help improve City's services.
- 3.5.6 Attend IT meetings (quarterly) on-site or via teleconference with department IT user group and or Executive Team.
- 3.5.7 Conduct bi-weekly IT status update meetings with City designated point of contact
- 3.5.8 Provide status of service request or project (as needed)
- 3.5.9 Decommission and remove hardware, including hard drives in compliance with DOJ/CJIS policies.
- 3.6 Asset Management Services include:
 - 3.6.1.1 Physical inventory
 - 3.6.1.2 Asset receiving
 - 3.6.1.3 Asset tracking
 - 3.6.1.4 Software license management
 - 3.6.1.5 Asset cascading and disposal
- 3.7 Change Management
 - 3.7.1 Managing and minimizing disruption to end-users is critical in delivering high levels of customer service. Therefore, Contractor will utilize a Change Management methodology to support the City. The change control structure will include roles and responsibilities, required inputs and outputs, and communication requirements. Identify any areas where specific processes or procedures needs to be adhered (e.g., application vs. infrastructure).
- 3.8 Transition/Onboarding
 - 3.8.1 The Contractor will provide onboarding and transition services by working closely with City contacts and existing IT providers to ensure the City's systems and technology works seamlessly.
 - 3.8.2 Contractor will conduct a security assessment and provide a report to the City of findings and recommendations to ensure the City's system are secure and stable.
 - 3.8.3 Contractor will meet weekly during the first 100 days with the City.

4 Desktop and Server (Intel based) Services

- 4.1 Help Desk management, maintenance, and monitoring activities for the operation and performance of network equipment, desktops, peripherals, and telephone equipment.

- 4.2 Contractor will provide a full-service Help Desk from 7:00 a.m. to 6:00 p.m., with ability to provide on-site resources (as needed) Monday through Friday that will include escalation resources, as well as 24 hour on-call resources for urgent priorities that may need immediate response on-site and/or remotely.
- 4.3 Contractor will provide support for Microsoft Windows (Windows 10 and Windows 11), M365 Office Apps, Microsoft Server (multiple OS versions)
- 4.4 Contractor will provide support for City email services (M365)
- 4.5 Contractor will manage all aspects of Help Desk service delivery as a single point of contact, including:
 - 4.5.1 All problem resolution (Tier 1, 2, 3)
 - 4.5.2 Service request tracking
 - 4.5.3 Problem management
 - 4.5.4 Call escalation management
 - 4.5.5 Dispatch
 - 4.5.6 Knowledge management
 - 4.5.7 Self help
 - 4.5.8 New Employee Onboarding / training on how to use the help desk.
 - 4.5.9 Manage the team providing services to City.
 - 4.5.10 Manage the performance of Contractor's personnel and services and continually seek opportunities to enhance and improve performance.
 - 4.5.11 The City, working with the Contractor, will set or change the priorities of tickets.
 - 4.5.12 A maximum of two City staff requires the ability to adjust priorities within the ticketing system.
 - 4.5.13 Provide City monthly service level reports and access to the help desk portal.
 - 4.5.14 Staff may participate in receiving alerts and alarms. (e.g., Wi-Fi, server room temperature, hardware issues)
- 4.6 Operations will be focused on delivering exceptional customer service. The Contractor will be required to measure and monitor customer service and provide monthly reports on customer service delivery. The contractor will also provide a process for customer service escalations and remediation.
- 4.7 Desktop Hardware / Software Maintenance Support
 - 4.7.1 Service provided in this area supports desktops hardware and software, laptops hardware and software, and the peripheral devices attached to them. A wide variety of applications are in use across the departments.
 - 4.7.2 Desktop Client Services include:
 - 4.7.2.1 Hardware break/fix
 - 4.7.2.2 Software break/fix
 - 4.7.2.3 Peripheral break/fix (i.e., printers, scanners, copiers, fax, audio/visual equipment Note: Contractor will not be expected to fix a/v related equipment (e.g., Crestron) but rather help diagnose issues and if necessary, recommend replacement hardware. Contractor will coordinate with the City's preferred vendor for copier and printer repairs and maintenance.)

- 4.7.2.4 Technology refresh (includes planning and coordination with City staff). Included in annual costs is planned technology refreshes for existing equipment (e.g., computers, laptops, servers, printers, switches, firewalls)
- 4.7.2.5 Training room setup (setup equipment in miscellaneous locations, as needed)
- 4.7.2.6 Installations, moves, adds, and changes.
- 4.7.2.7 Troubleshoot and fix desktop (on site or remotely) and network issues.
- 4.7.2.8 Provide support to Emergency Operation Center (EOC) to ensure network connectivity to EOC internet connection and phone lines.
- 4.7.3 Desktop Application Services include:
 - 4.7.3.1 Basic troubleshooting/connectivity to support all City applications.
 - 4.7.3.2 Image management
 - 4.7.3.3 Patch management (all applications)
 - 4.7.3.4 Provide and maintain security on all endpoints (antivirus)
 - 4.7.3.4.1 Implement antivirus automated scheduled scans and automatic definition updates (no manual updates or scan)
 - 4.7.3.5 Electronic software distribution
 - 4.7.3.6 Integration and testing
 - 4.7.3.7 Support laptops, tablets, iPads and mobile devices (cell/smart phones)
- 4.8 Third-Party Software Support
 - 4.8.1 The contractor will provide basic support of all third-party business application used by the City.
 - 4.8.2 Basic support could include connectivity to the application, potential account setup, and upgrade support.
 - 4.8.3 Provide support to miscellaneous utility software (i.e., Adobe, Cisco WebEx, Zoom, Scanner/OCR, Dymo Label, RingCentral)
 - 4.8.4 City Website Support will be provided on a best effort basis and coordinate with the City's webmaster as required.
 - 4.8.5 Contractor will provide administrative support for the entire Microsoft 365 environment licensed by the City.
 - 4.8.6 Contractor will evaluate any software for any security vulnerabilities due to software supply chain issues, encryption of sensitive data and robust access control requirements
- 4.9 Microsoft Server Administration and Security
 - 4.9.1 This section includes the maintenance of all aspects of server security, incident management, virus and malware protection, access control, and auditing.
 - 4.9.2 Contractor responsibilities include, but are not limited to:
 - 4.9.2.1 Microsoft server administration: with access provided by City, set up users, manage access to resources (file shares/printers), and implement security for each per City requirements.
 - 4.9.2.2 Provide server-side support for print queues, end users with printer issues and coordinate with City's managed printer vendor.
 - 4.9.2.3 Provide all support for VMWare Server Environment
 - 4.9.2.4 As needed support VoIP (i.e., networking City utilizes RingCentral, TEAMS)

- 4.9.2.5 Support the City's antivirus solution (solution requires approval by City)
- 4.9.2.6 Ensure City security policies are enforced on endpoints.
- 4.9.2.7 Perform regular maintenance and auditing to ensure security on all devices.
- 4.9.2.8 Monitor and respond to logs on endpoints, antivirus, patching.
- 4.9.2.9 Ensure servers and devices have the latest available security patches and firmware installed.
- 4.9.2.10 Implement a remote access tool to maintain a secure remote access environment using appropriate technologies.
- 4.9.2.11 Provide remote access administration that comply with City policies.
- 4.9.2.12 Support and maintain Active Directory and Group Policies
- 4.9.2.13 Apply and maintain City policies for file system security and user access.
- 4.9.2.14 Assist with the development of new IT related policies and the updating of existing policies as needed.
- 4.9.3 Storage, Backup & Disaster Recovery
 - 4.9.3.1 Support storage environment
 - 4.9.3.2 Contractor will manage and ensure the recoverability of all City data based on agreed upon backup and retention schedules.
 - 4.9.3.3 Provide all support related to backup solutions including but not limited to:
 - Manage backup system and Storage Area Network (SAN)
 - Perform backups and snapshots in accordance with established backup schedule.
 - Maintain backup software and infrastructure.
 - Perform file and database recovery from backup media or snapshots and as requested; perform monthly backup recovery testing.
 - Manage and monitor location of all backup media in accordance with media retention schedule.
 - Schedule transport and destruction requests
 - Perform and document annual backup media disaster recovery test.
- 4.9.4 Secure Large File Transfer Services
 - Contractor will provide support to assist with large file transfers.

5 Network and Security Services

- 5.1 Contractor will provide 24x7x365 network and security services.
- 5.2 Contractor will manage the City's network and provide network engineering, administration, maintenance, and projects services.
- 5.3 Contractor will provide a next generation security information and event management (SIEM) networking management and monitoring software system.
- 5.4 Network administration includes maintaining and monitoring the communication through the City network, ensuring optimal performance. This includes but is not limited to document and support of the firewalls, switches, and VLANs.
- 5.5 Security administration includes the maintenance of all aspects of information security, incident management, firewall services, intrusion protection, penetrating services, system security and auditing.
- 5.6 The communication/network responsibilities include regular patching, updates, firmware

and service pack updates, network operating system upgrades, and the monitoring, maintaining, and optimizing of all the services and devices. The network projects include documenting and ensuring standardizations across the network (e.g., VLANs, device management).

- 5.7 The network services will also include maintaining the current environment, as well as changes and improvements to existing operations, including new capabilities. Network services changes will be scheduled in advance (unless needed for security or other emergency purposes).
- 5.8 The responsibilities include, but are not limited to:
 - 5.8.1 Maintain all firewall, routers, switches, and VPNs; provide network design and engineering expertise to maintain network.
 - 5.8.2 Maintaining all WAPs with the assistance of current third-party maintenance provider
 - 5.8.3 Evaluating and applying security patches and upgrades
 - 5.8.4 Monitoring network performance and capacity
 - 5.8.5 Identifying potential limitations before traffic on the network increases to the point that it affects system performance.
 - 5.8.6 Supporting as needed the VoIP infrastructure (connectivity issues) and coordinate as needed with current third-party maintenance provider.
 - 5.8.7 Keeping inventory and maintenance records for all network equipment and ensuring documentation and recoverability of network device configurations
 - 5.8.8 Providing or scheduling repairs and maintenance necessary to continue operations and meet approved service levels.
 - 5.8.9 Timely coordination and communication with City staff regarding maintenance and upgrades to minimize impact to City operations.
 - 5.8.10 Diagnosing, investigating, and identifying root cause to network problems; recommend and implement fixes.
 - 5.8.11 Integration with other Agencies / Applications
 - 5.8.12 Ensure applications are available for internal/external access.
 - 5.8.13 Maintain security settings, software, and firmware on all network equipment, computers, and laptops.
 - 5.8.14 Utilize NIST security framework and standards to manage the City's network security program.
 - 5.8.15 Network diagrams
 - 5.8.15.1 The documentation will be audited and inventoried on an annual basis. A quarterly update will be sent to the designated IT contact for review.

Appendix B

Please see Excel documents included in the RFP posting on the City of Calistoga's website.

APPENDIX C

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (the "Agreement") is made and entered into this _____ day of _____, _____, by and between THE CITY OF CALISTOGA, a municipal corporation (hereinafter referred to as "CITY") and the _____, a _____ (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, CITY requires _____ services in connection with the _____;

WHEREAS, CONSULTANT is qualified to perform such services; and

WHEREAS, CONSULTANT has agreed to provide CITY with such services on the terms and conditions set forth herein.

NOW, THEREFORE, for the considerations hereinafter set forth, CONSULTANT and CITY agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1. **Scope of Work.** CONSULTANT agrees to furnish the services set forth in Exhibit A, Scope of Work, which is attached hereto and incorporated herein (the "Services").
- 1.2. **Compliance with Law.** The Services shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders.
- 1.3. **Time is of the Essence.** CONSULTANT agrees to diligently prosecute the Services. In the performance of this Agreement, time is of the essence.
- 1.4. **Data Protection and Privacy.** CONSULTANT represents and warrants that all services shall comply with applicable local, state and federal or other laws and regulations related to data protection, data privacy and the transmission of technical or personal data, including but not limited to the Health Information Portability and Accountability Act (29 U.S.C. §1181 et seq.), and the applicable Federal Bureau of Investigation's Criminal Justice Information System Security Policy (FBI CJIS Security Policy), as each may be amended from time to time. In order to verify compliance with the standards and requirements of this Agreement, CITY shall have the right to conduct annual security audits.
- 1.5. **Professional Competence and Standard of Care.** CONSULTANT's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily and according to the

standards observed by a competent practitioner of the profession in which CONSULTANT is engaged, in the same or similar geographical area in which CONSULTANT practices its profession and will prepare all work products required by this Agreement in accordance with such standards. CONSULTANT shall comply with all policies and procedures of CITY that pertain to CONSULTANT in connection with performance of the required services, including but not limited to maintaining secure systems and networks, managing data/information/software access and security, and limiting data/security breaches and disclosures of confidential information as defined by City or applicable law. Material violations or disregard of such industry best practices or federal, state or local laws, regulations, or CITY policies and procedures shall, in addition to all other available rights and remedies of CITY, be cause for denial of access or use by CONSULTANT personnel to CITY's information systems, networks, equipment, property, and facilities and termination of this Agreement without penalty. CONSULTANT represents that it has all the necessary licenses to perform the Services and shall maintain them throughout the term of the Agreement. CITY and CONSULTANT agree that CONSULTANT is in responsible charge of the Services and CITY shall have no control over the method or means of performance of the Services. Acceptance by CITY of the Services does not operate as a release of CONSULTANT from professional responsibility for the Services performed.

- 1.6. a. b. Consultant represents and shall ensure that key personnel initially or subsequently assigned to perform the services required by this Agreement shall be experienced professionals, possessing the appropriate knowledge, skills, and expertise to perform their designated duties.
- 1.7. **Independent Contractor.** CONSULTANT is an independent contractor and not an employee of CITY. CONSULTANT expressly warrants that it will not represent that it is an employee of CITY. Persons employed or utilized by CONSULTANT in the performance of the Services will not be employees or agents of CITY. CONSULTANT is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 1.8. **Confidentiality.** CONSULTANT agrees to maintain in confidence and not disclose to any person, firm, governmental entity, or corporation, without CITY's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of CITY. CONSULTANT further agrees to maintain in confidence and not to disclose to any person, firm, governmental entity, or corporation any data, information, technology, or material developed or obtained by CONSULTANT during the performance of the Services. The covenants contained in this Section 1.6 shall survive the termination of this Agreement for whatever cause.
- 1.9. **Ownership of Material.** Any reports and other material prepared by or on behalf of CONSULTANT under this Agreement (collectively, the "Documents") shall be and remain the property of CITY. All Documents not already provided to CITY shall be delivered to CITY on the date of termination of this Agreement for any reason. The Documents may be used by CITY and its agents, employees, representatives, and assigns,

in whole or in part, or in modified form, for all purposes CITY may deem appropriate without further employment of or payment of any compensation to CONSULTANT.

- 1.10. **Documentation.** CONSULTANT shall keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, and CONSULTANT shall make such documents available for review and/or audit by CITY and CITY's representatives at all reasonable times during the contract period and for at least four years after the termination of this Agreement or completion of the Services. Upon request by City, Consultant shall provide to City such documentation and other information regarding the performance of the required services, or the use, operation, support and maintenance of the systems and all associated software (including any applications developed as part of the required services), hardware, networks, and equipment. CONSULTANT shall also provide sufficient documentation for all upgraded or replacement software, hardware, and network components within a reasonable time following installation.
- 1.11. **Testimony.** CONSULTANT agrees to testify at CITY's request if litigation is brought against CITY in connection with the Services. Unless the action is brought by CONSULTANT or is based upon CONSULTANT's negligence, CITY will compensate CONSULTANT for the preparation and the testimony at CONSULTANT's standard hourly rates.

ARTICLE 2 - COMPENSATION

- 2.1. **Compensation.** Compensation for the Services shall be in accordance with Exhibit B, Compensation, attached hereto and incorporated herein. It is agreed that the compensation for the Services shall not exceed \$ _____ ("Cost Ceiling").
- 2.2. **Invoices.** CONSULTANT shall submit monthly invoices in a form satisfactory to CITY on or before the tenth day of each month for Services provided during the preceding month. CONSULTANT shall submit time and cost records as necessary to substantiate performance of the Services. Within 35 days after receipt of each such invoice, CITY shall verify the accuracy of the invoice, correct the charges where appropriate and as discussed and mutually agreed with CONSULTANT, and make payment to CONSULTANT in an amount equal to the amount of such invoice, as verified or corrected by CITY. No payment hereunder shall be construed as evidence of acceptance of any of CONSULTANT's work. CITY reserves the right to withhold payment from CONSULTANT on account of Services not performed satisfactorily, delays in CONSULTANT's performance of Services, or other defaults hereunder. CONSULTANT shall not stop or delay performance of the Services under this Agreement on account of payment disputes with CITY.
- 2.3. **Status Reports.** Together with each monthly invoice, CONSULTANT shall submit a status report detailing the amount expended on the Services to that date and the remaining amount to be expended before the Cost Ceiling is reached. CONSULTANT shall notify CITY in writing when payments have reached 90 percent of the Cost Ceiling.

- 2.4. **Withholding.** In lieu of holding retention, CITY shall withhold CONSULTANT's final payment until the Services are complete and CITY has received all Documents. CONSULTANT shall diligently continue and complete performance of the Services if the Services are not complete at the time CONSULTANT has performed services up to the Cost Ceiling.

ARTICLE 3 - TIME OF PERFORMANCE

- 3.1. **Effective Date.** This Agreement shall become effective upon execution of the second signature and shall remain in full force and effect until the Services are completed (the "Term"). CONSULTANT agrees to complete all services by _____.
- 3.2. **Termination.** This Agreement may be terminated at any time by CITY upon written notice to CONSULTANT.
- 3.3. **Final Payment.** CONSULTANT shall be entitled to compensation for Services performed up to the time of such termination, it being understood that any payments are full compensation for the Services rendered under this Agreement.
- 3.4. **Other Remedies.** Nothing in this Article 3 shall be deemed to limit the respective rights of the parties to terminate this Agreement for cause or otherwise to exercise any rights or pursue any remedies which may accrue to them.

ARTICLE 4 - DESIGNATED CONTACTS

- 4.1. **CITY Contact.** CITY designates _____, its _____, as its contact who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT's performance under this Agreement, and for liaison and coordination between CITY and CONSULTANT. In the event CITY wishes to make a change in CITY's representative, CITY will notify CONSULTANT of the change in writing.
- 4.2. **CONSULTANT Contact.** CONSULTANT designates _____ as its contact, who shall have immediate responsibility for the performance of the Services and for all matters relating to performance under this Agreement. Any change in CONSULTANT's designated contact shall be subject to written approval by CITY.

ARTICLE 5 - INDEMNIFICATION AND INSURANCE

- 5.1. **Indemnification.** CONSULTANT shall, to the fullest extent allowed by law, with respect to claims, liability, loss, damage, costs, or expenses, including reasonable attorney's and expert witness fees, awards, fines, penalties, or judgments, arising out of or relating to the Services (collectively "Claims"), defend, indemnify, and hold harmless CITY, its Officials, officers, employees and agents (the "CITY Parties"), except to the extent the Claims are attributable to CITY Parties' gross negligence or willful misconduct. CONSULTANT shall defend the CITY Parties as required by California Civil Code Section 2778, and with counsel reasonably acceptable to those parties.

CONSULTANT shall have no right to seek reimbursement from the CITY Parties for the costs of defense.

In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for any CalPERS benefits arising from services provided to CITY under this Agreement, CONSULTANT shall indemnify, defend, and hold CITY harmless from any and all claims, losses, liabilities, damages, taxes, expenses and costs, including without limitation, attorneys' fees and court costs incurred, including but not limited to, the payment of any employee and/or employer contributions for CalPERS service credit on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of CITY.

If CONSULTANT is a "design professional," as defined in California Civil Code Section 2782.8(c), CONSULTANT shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to CONSULTANT's negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to CONSULTANT shall not exceed CONSULTANT's proportionate percentage of fault.

The obligations contained in this Section 5.1 shall survive the termination of this Agreement for whatever cause for the full period of time allowed by law and shall not in any way be limited by the insurance requirements of this Agreement.

- 5.2. **Health and Safety.** CONSULTANT may perform part of the Services at sites which contain unknown working conditions and contaminated materials. CONSULTANT shall be solely responsible for the health and safety of CONSULTANT's employees during the performance of the Services.
- 5.3. **Insurance.** CONSULTANT and all of CONSULTANTS employees, subcontractors, consultants and other agency shall procure, provide and maintain at all times during the performance of this Agreement, and for such additional periods as described herein, the insurance listed below with insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII.
- A. Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance providing bodily injury liability and property damage, to protect against all liability arising out of the use of any owned, leased, passenger or commercial automobile at a minimum amount of \$1,000,000 combined single limit and \$2,000,000 aggregate. Coverage shall apply to hired and non-owned autos.
 - B. Commercial General Liability Insurance. Commercial General Liability Insurance, with limits providing a minimum amount of \$1,000,000 combined single limit coverage for each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. The insurance shall cover

all operations including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by CONSULTANT in this Agreement; (4) broad form property damage liability; (5) personal injury liability endorsement, including death; and (6) automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment.

- C. Professional Liability Insurance. Professional Liability Insurance protecting against liabilities arising out of or in connection with negligent acts, errors, or omissions of CONSULTANT and all of CONSULTANTS employees, subcontractors, consultants and other agency in connection with this Agreement, at a minimum amount of \$1,000,000 combined single limit coverage and \$1,000,000 aggregate, on a "claims made basis" with a continuation of coverage extension for liabilities for two years from the date the Services are substantially complete. Such professional liability policies shall include coverage for liability assumed by the CONSULTANT under this Agreement.
- D. Workers Compensation Insurance. Workers Compensation insurance, occupational disease insurance and employer's liability insurance shall be required with minimum limits as required by law, covering all workplaces involved in this Agreement.
- E. Sexual Abuse or Molestation ("SAM") Liability: If the work will include contact with minors, and the Commercial General Liability policy under Section 5.3(B) is not endorsed to include affirmative coverage for sexual abuse or molestation, CONSULTANT shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
- F. Policy Terms. Concurrently with execution of this Agreement, CONSULTANT shall provide CITY with Certificates of Insurance evidencing that CONSULTANT has obtained or maintains the insurance required by this Section 5.3. The Certificates shall be on forms acceptable to CITY. CONSULTANT shall also furnish CITY with original endorsements with the following documentation:
- Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after CITY shall have received written notification thereof from CONSULTANT by United States mail;
 - Providing that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, and include a "separation of insureds" or "severability" clause which treats each insured separately, except with respect to the limits of the insurer's liability (cross-liability endorsement);
 - Excepting CONSULTANT'S professional liability insurance, naming CITY, its City Council, boards, commissions, committees, officers, employees, and agents as additional insureds ("Additional Insureds"); and
 - Providing that for any claims relating to CONSULTANT's services hereunder, CONSULTANT's insurance coverage shall be primary insurance with respect

to CITY, its City Council, boards, commissions, committees, officers, employees and agents, and that any insurance or self-insurance maintained by CITY for itself, its City Council, boards, commissions, committees, officers, employees and agents shall be in excess of CONSULTANT's insurance and shall not be contributory with it.

- It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverages requirements and/or limits shall be available to the Additional Insured, including but not limited to any umbrella or excess insurance. Furthermore, the requirements for coverage and limits shall be the greater of: (a) the minimum coverage and limits specified in this Agreement; or (b) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

G. Waiver of Subrogation: CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT hereby agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer. However, the Worker's Compensation policy required by Section 5.3(D) of this Agreement shall be endorsed with a waiver of subrogation in favor of CITY for all work performed by CONSULTANT, its employees and/or agents.

H. Material Breach. If CONSULTANT fails to maintain insurance coverage or provided insurance documentation which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. CITY, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternatively, CITY may purchase the required insurance coverage, and without further notice to CONSULTANT, may deduct from sums due to CONSULTANT any premium costs advanced by CITY for such insurance. These remedies shall be in addition to any other remedies available to CITY.

ARTICLE 6 - NOTICES

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by facsimile or reputable overnight courier and shall be deemed received upon the earlier of: (1) if personally delivered, the date of delivery to the address of the person to receive such notice; (2) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day; (3) if sent by facsimile, with the original sent on the same day by overnight courier, the date on which the facsimile is received, provided it is before 5:00 P.M. Pacific Time; or (4) if sent electronically, the date of delivery on the confirmed read receipt. Notice of change of address shall be given by written notice in the manner described in this Article 6. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed

to constitute receipt of the notice or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to CITY: Laura Snideman, City Manager
1232 Washington Street
Calistoga, CA 94515
Email: lsnideman@ci.calistoga.ca.us
Phone: 707-942-2806

If to CONSULTANT: _____

Phone: _____
Facsimile: _____
Email: _____

ARTICLE 7 - MISCELLANEOUS

7.1. **Conflict of Interest Prohibition.** CITY and CONSULTANT will comply with the requirements of the CITY’s Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. CONSULTANT may be required to file with the CITY Clerk a completed Form 700 before commencing performance of the Services unless the CITY Clerk determines that completion of a Form 700 is not required, pursuant to CITY’s Conflict of Interest Code. Form 700 forms are available from the CITY Clerk.

CONSULTANT may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to CONSULTANT’s obligations pursuant to this Agreement. CONSULTANT agrees to cooperate fully with CITY and to provide any necessary and appropriate information requested by CITY or any authorized representative concerning potential conflicts of interest or prohibitions concerning CONSULTANT’s obligations pursuant to this Agreement.

CONSULTANT may not employ any CITY official, officer or employee in the performance of the Services, nor may any official, officer or employee of CITY have any financial interest in this Agreement that would violate California Government Code §1090 et seq. CONSULTANT hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of CITY. If CONSULTANT was an employee, agent, appointee, or official of CITY in the previous twelve months, CONSULTANT warrants that it did not participate in any manner in the

forming of this Agreement. CONSULTANT understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and CONSULTANT will not be entitled to any compensation for CONSULTANT's performance of the Services, including reimbursement of expenses, and CONSULTANT will be required to reimburse CITY for any sums paid to CONSULTANT under this Agreement. CONSULTANT understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by CONSULTANT of the requirements of this provision will constitute a material breach of this Agreement, and the CITY reserves all its rights and remedies at law and equity concerning any such violations.

- 7.2. **Subcontracting.** CONSULTANT may subcontract portions of the Services upon the prior written approval of CITY. CONSULTANT will be solely responsible for payment of such subcontract Services. No contractual relationship will exist between any such subcontractors of CONSULTANT and CITY. CONSULTANT's subcontractors agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under the Agreement. CONSULTANT's subcontractors further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the CITY indemnity and insurance provisions will be furnished to CONSULTANT's subcontractors upon request.
- 7.3. **Entire Agreement.** This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by an amendment in writing signed by each party.
- 7.4. **No Assignment.** The Services are deemed unique and neither party shall assign, transfer, subcontract or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of the other party. As limited by this Section 7.2, this Agreement is to be binding on the successors and assigns of the parties hereto.
- 7.5. **Severability.** If any part of this Agreement is determined to be unconstitutional, invalid or beyond the authority of either party, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 7.6. **Counterparts.** This Agreement may be signed in counterparts and, when fully signed, such counterparts shall have the same effect as if signed in one document.

- 7.7. **Choice of Law.** This Agreement and all matters relating to it shall be governed by the laws of the State of California without reference to its choice of laws principles and venue shall be in the appropriate court in Napa County, California.
- 7.8. **Waiver.** No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other further breach.
- 7.9. **Mediation.** In the event the parties are unable to resolve a dispute arising under this Agreement through good faith negotiations, the parties agree to submit the matter to mediation with a mutually agreeable mediator. Prior to the mediation, the parties shall exchange any documents reasonably necessary to resolve the matter to be mediated.
- 7.10. **Interpretation.** In the event this Agreement is ever construed in any dispute between the parties, it and each of its provisions shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.
- 7.11. **Authority.** Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.
- 7.12. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the CITY or CONSULTANT. CONSULTANT's Services hereunder are being performed solely for the benefit of CITY. CITY shall be an express third-party beneficiary of all contracts between CONSULTANT and any subcontractors or subconsultants in connection with any services performed in connection with, or in furtherance of, this Agreement.

* * *

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF CALISTOGA

By: _____
Laura Snideman, City Manager

Date: _____

CONSULTANT

By: _____

Date: _____

By: _____

Date: _____

Attest

By: _____
Yudiana Galvan, City Clerk

Approved As To Form

By: _____
Michelle Marchetta Kenyon, City Attorney

EXHIBIT A
SCOPE OF WORK

EXHIBIT B

Compensation

CITY shall pay CONSULTANT for the Services on a cost reimbursement basis, up to the Cost Ceiling (as defined in Section 2.1 of the Agreement). CONSULTANT agrees to use appropriate methods to contain its fees and costs under this Agreement. Compensation shall include only the following costs, which shall all count toward the Cost Ceiling:

1. Direct Labor

Direct labor costs shall be the total number of hours worked on the job by each employee times the agreed hourly rate for such employee's labor as set forth on the attached **Exhibit B-1**. CITY will pay all personnel at their regular straight-time rate, including any work performed on overtime or on holidays or weekends.

2. Subconsultant Costs

Subconsultant services shall be billed at cost plus a 10 percent markup. CONSULTANT shall provide a copy of each subconsultant's invoice for which it seeks payment from CITY with any invoice in which such payment is requested.

3. Other Direct Costs

The following categories of costs are eligible for reimbursement, which shall be made at the actual cost to CONSULTANT without any additional mark-up:

a. Reasonable living and traveling expenses of employees when away from home office on business in its prosecution of the Services. CONSULTANT must have prior approval of CITY to be reimbursed for these expenses.

b. Automobile expenses for personal vehicle use, if necessary, at the IRS approved mileage rate.

c. Reproduction of drawings and specifications by CONSULTANT as required under this Agreement, at rates prevailing in this community for bulk reproduction or at other reasonable rates approved by CITY.

d. Special overnight delivery or messenger services.

Payments to CONSULTANT for reimbursable costs/expenses will be made only after the specific costs/expenses have been incurred and CONSULTANT has submitted substantiating documentation, such as copies of paid invoices or other documentation confirming that such costs/expenses have been incurred.

EXHIBIT B-1