

REQUEST FOR PROPOSALS



THE CITY OF LAKEWOOD, CALIFORNIA IS REQUESTING PROPOSALS FOR
INFORMATION TECHNOLOGY MANAGED SERVICES

Release Date – Tuesday, August 20, 2024

Responses Due –Thursday, September 12, 2024

Table of Contents

INTRODUCTION..... 3
BACKGROUND3
CURRENT TECHNICAL ENVIRONMENT3
DETAILED SERVICES REQUESTED..... 10
TIME, PLACE AND METHOD FOR PROPOSAL SUBMISSIONS 13
PROPOSED TERM OF CONTRACT..... 14
SCHEDULE FOR SELECTION 14
PROPOSER QUALIFICATIONS 14
AWARD OF CONTRACT 14
RIGHT TO REJECT PROPOSALS 14
INFORMATION TO BE SUBMITTED 14

- Attachment A – Network Overview
- Attachment B – Fortra (Alert Logic) Statement of Work
- Attachment C – Detailed Service Requirements
- Attachment D – Sample Professional Services Agreement
- Attachment E – Insurance Requirements

INTRODUCTION

The City of Lakewood is soliciting proposals for INFORMATION TECHNOLOGY MANAGED SERVICES (Contractor) to provide the City with information technology services in the area of network administration, network security support, systems support, computer operations support, Help Desk support, PC desktop technical support, software integration support, technical project management support, application support, and technical consulting in support of planning and budgeting for Information Technology (IT) projects and technology refreshment. The required services and performance conditions are described in the Scope of Services.

BACKGROUND

The City of Lakewood is organized under the City Council/City Manager form of government with eight departments and approximately 485 full-time employees. The City of Lakewood is a cost-conscious provider of outstanding public services to its residents and local businesses mostly relying on the contract services model since its incorporation in 1954. Information technology service providers are currently based in the Information Technology Division of the Finance and Administrative Services Department under the direction of the Information Technology Services Manager and the Director of Finance and Administrative Services. They provide support services citywide. The Fiscal Year 2024-2025 operating budget for the IT division is \$960,000. The City's current adopted budget can be found on the City's website at the link below:

<https://www.lakewoodcity.org/Government/Budget>

The City's IT Division provides end-user help desk support, security system administration, network administration, security system administration, applications support, database administration, specific project development and implementation.

The scope of services consists of comprehensive services designed to strengthen the cost-effectiveness, quality, and productivity of the City's IT services. While some services will remain decentralized among the various City Departments, our core requirements are defined below. **Services and applications that are out of the scope of this agreement are listed on Page 7 under "[Overview of Scope of Services #1 City to Provide](#)" of this RFP.**

CURRENT TECHNICAL ENVIRONMENT

The City of Lakewood's technical environment consists of 15 sites, approximately 16 servers, 200 desktop workstations, 300 user mailbox accounts, 215 landline phones, 192 mobile phones and/or other mobile devices, 40 laptops, 377 domain users, as well as several network appliances, systems, and software applications. This section will cover the following:

1. Network Layout
2. Servers and Network Applications
3. Network Appliances
4. Workstations
5. Software and Desktop Applications
6. Current and Planned Projects

1. Network Layout

The City's network consists of 15 facilities. The City Hall/Centre complex, City Water Yard, City Maintenance Yard, the Lakewood Equestrian Center, and Burns Community Center are connected via a dedicated fiber ring. The core network and servers are all housed at City Hall. The Lakewood Youth Center, Weingart Senior Center, and eight park facilities are connected to City Hall through point-to-point VPNs utilizing Spectrum Business, and T-Mobile services.

Lakewood Equestrian Center is not connected via a dedicated fiber ring. Point to Point VPN (Spectrum). Only San Martin, Del Valle use T-Mobile. Ryerson Park uses a hotspot.

Lakewood's hardware infrastructure consists of Brocade/Ruckus Core and perimeter switches. Redundant Fortigate Firewalls and VPN routers are also used. At each site, all computers connect to the network over Ethernet and all cables are terminated at a central location. Only the core firewall at CH is redundant. Point-to-point VPN is established with Fortigate Firewalls not VPN routers.

Internet access for the City Hall/Centre complex, the City Water Yard, City Maintenance Yard, and Burns Community Center is provided by a 1 GB synchronous internet connection at City Hall. Internet access for all other facilities is provided via split tunneling utilizing Spectrum Business and T-Mobile Communications services. Split tunneling is not turned on.

For public wireless access, there are separately managed Wi-Fi networks at the Centre, Lakewood Water Yard, Burns Community Centre, Weingart Senior Center, Nixon Yard, Lakewood Youth Center, and Bloomfield Park Teen Center. These wireless networks are physically air gapped or logically segmented from the City's network.

The City contracts with The Technology Depot to maintain their Mitel 3300 phone system, encompassing approximately 215 phones across City Hall and various off-site locations. City Staff is responsible for implementing new devices and basic phone system programming, such as extension renumbering, call flow directing, and initial troubleshooting.

Recently, the City upgraded most of its voice lines to Voice over IP (VoIP) technology, which provides enhanced communication reliability and flexibility. The City utilizes MiCollab, a cloud-based solution that allows 50 designated users to manage their desk phones from their cell phones. Additionally, AT&T and Frontier are the City's service providers for all non-Mitel phone needs.

The City's mobile and communication device inventory is supported through Verizon's network. The City's Public Works Department currently supports all mobile devices and the contract administration for Verizon. This equipment includes the following:

- iPads: 31 units
- Samsung Galaxy Tablets: 5 units
- 3rd Party Devices with SIM Cards (Verizon Data): 28 units
- Specialty SIM Card for Water SCADA (includes messaging capabilities): 1 unit
- Hotspots/Jetpacks: 10 units
- Microsoft Surface Pro: 1 unit
- Basic Phones: 33 units
- Duraforce Smartphone: 1 unit

- Samsung Galaxy Smartphones: 25 units
- Apple iPhones: 58 units

The VOIP network is bridged to the internal network.

The City's main public website is hosted off-site. Public access to information on City servers is provided via Web servers in the Demilitarized Zone (DMZ).

The Network Overview is shown in [Attachment A](#).

2. Servers and Network Applications

The City utilizes approximately 16 physical servers (mostly Dell Power Edge servers) to meet its needs for network management, security, specialized applications, databases, messaging, and storage. These include:

*Note: Contractor to provide frontline support for items shown with an *.*

- Active Directory/DNS/DHCP Management
- File Management
- Print Management
- Microsoft Exchange 2016 (*Currently converting to Microsoft Government 365 Cloud*)
- Microsoft SQL Server
- Microsoft IIS Server
- ESET Endpoint Antivirus (to be replaced by Microsoft Defender on new Windows 11 PCs)
- LaserFiche Document Management (Supported by ECS Imaging)
- Fortra's Alert Logic – RDR security monitoring and response
- Tyler Technologies MUNIS System*
- EventPro Event Scheduling*
- Fuel Master Fuel pumping and tracking*
- ESRI ArcGIS Server
- GIS data/file server
- RV Parking Permits (developed and will continue to be supported by City of Brea IT)
- Stanley Security and Camera Systems (Current systems being replaced by JMG Security Systems and Camera Systems by Backstreet)
- Phone system PBX & Voicemail
- VXTracker Call Accounting System
- HVAC Controller
- Rainbird Irrigation System*

The City also uses several cloud-based services, such as:

- ActiveNet Class Recreation Management (*credit card reader interface only)
- GoGovApps Customer Service and Code Enforcement
- T2 Parking Citations
- OPRA Work Order Management
- AUS Utility Billing (*VPN client support only)
- HDL Permitting
- Dossier Fleet Management
- MySeniorCenter
- LA County Permitting System
- DMV System - License plate and registered owner information lookup *
- OpenGov Online Planning Portal
- ArcGIS Online

3. Network Appliances

A number of network appliances perform key functions on the City’s network. These appliances include:

- Fortinet Firewalls/VPN/Endpoints
- Brocade/Ruckus and HP Network Switches
- Barracuda Email Security Gateway
- Barracuda Backup
- Edgewave iPrism Web Filtering

The City is implementing JMG Security Systems for alarms and building access at multiple facilities and Backstreet cameras that includes DVRs at multiple facilities. These will replace Stanley Security systems by September 2024.

4. Workstations

The City has approximately 200 networked PC workstations, 15 stand-alone desktop and Mac workstations, and 40 laptops across all sites.

5. Software and Desktop Applications

City workstations utilize a standard software suite for its workstations, as well as specialized applications. The user desktop has been customized for Lakewood and controlled by group policies. Network resource access is controlled by login scripts. Currently, the City is in progress to move all workstations to Windows 11/Office 365 Government. The standard workstation has the following applications:

*Note: Contractor to provide frontline support for items shown with an *.*

- Windows 10/11*
- Microsoft Office 2016, 2019, or 365*
- Chrome Browser
- Foxit Reader
- ESET Endpoint Antivirus (Windows 10 workstations only, Using Microsoft Defender on all Win 11 workstations)

- GIMP Photo Editor
- Paint.NET Photo Editor
- PDFill PDF Tools
- FileZilla FTP Client
- Dameware
- 7Zip
- PDFfill Utilities
- VLC Media Player

In addition to the standard software suite, individual departments utilize specialized software to selected users:

- Adobe Creative Suite
- Corel WordPerfect Office
- Crystal Reports (This is part of the Tyler MUNIS system) *
- Laserfiche Client
- Laserfiche Administration Console
- Laserfiche Scanning and OCR
- ESRI ArcGIS Desktop and Pro
- Event Pro Client*
- Fuelmaster Client*
- Corel Draw Graphics Suite
- Bluebeam PDF
- CAD
- InfraMap
- Foxit Phantom PDF Editor Foxit Enterprise (migrate all previous versions to Enterprise)*

6. Current and Planned Projects

Department	Current Projects	Status
Citywide	PC Rollout Project – 200 new Windows 11 PCs for all users	In Progress
Citywide	Office 365 Migration – Rolling out Microsoft 365 Government to all City users	In Progress
IT	Exchange Mailbox Cleanup – Removing old shared mailboxes no longer needed	In Progress
IT	Technical Documentation for Transition – Creating a document that will update the new service provider with key items on what is in place today to guide the transition.	In Progress
IT	LKWDWEB – Web Server Replacement being replaced with LKWDWEB2	Server in rack, needs configuration
IT	LKWDDC01 transfer to LKWDFILE – Transfer remaining file directories and printers. Currently department and user drives and the photo server.	Server partially live
IT	Stanley Security and Camera Systems - Security/alarms being replaced currently by JMG Security Systems and Camera Systems by Backstreet	In Progress
Public Safety	MS Surface Pro Tablets configuration for network and standard software	In Progress

Department	Planned Projects	Status
City Clerk	LaserFiche Upgrade/Migration to Cloud – IT to assist contractor if needed. Minimal effort required.	TBD
Community Development	Replace GIS file and ArcGIS Server Servers – End of life February 2025	Quotes received
Finance	Move Source One PCI Compliance Monitoring to Alert Logic	TBD
IT	ESET Anti-malware Replacement (this is being replaced by Microsoft Defender on new desktops)	TBD
Public Works	Assist PW with JMG Security Project as needed. PW is managing project	IT Part Done – may have follow-up questions
Public Works	City Hall HVAC System Windows 10 EOL October 2025 – Cloud Solution Available. Recommend moving to the cloud.	Needed by EOL October 2025
Public Works	Palms Renovation Project HVAC - Assistance from IT needed to connect and troubleshoot new equipment.	TBD
Public Works	Council Chambers Construction - Assistance from IT needed to connect and troubleshoot new equipment.	TBD
Public Works	Weingart Construction/Move to Mayfair - Assistance from IT needed to connect and troubleshoot equipment.	TBD
Public Works	Tyler Asset Management/Work Order System Implementation – Possibly in FY 2024-25	TBD
Public Works	Palms Park Office Space relocations - Assistance from IT needed to connect and troubleshoot equipment.	TBD
Public Works	3rd Phase Move/Construction Est. January 2025 – Move RCS, Personnel, and City Clerk back to their new offices after construction. Assistance from IT needed to connect and troubleshoot equipment.	Est. Start January 2025
RCS	EventPro Server Software Upgrade or move to cloud (Windows 10 PC is internal webserver) This is a room reservation and catering application.	Needed by EOL October 2025
RCS	Weingart Fortigate Firewall, routers, and AP Devices Replacement - end of life replacement	Have equipment – timing TBD
Water	Implement Alert Logic Monitoring of SCADA system– security recommendation from Brea IT	TBD
Water	Segment Wi-Fi from SCADA Network – security recommendation from Brea IT	TBD

OVERVIEW OF SCOPE OF SERVICES

1. City to Provide

- The City will provide training regarding the City’s office, procurement, policies, and behavior standards.
- The City is responsible for purchasing new equipment and planned replacements.
- The City is responsible for the following services considered **outside the scope of this RFP**:
 - GIS Applications
 - Audio Visual Equipment

- CityTV support only equipment directly related to AV. (PCs, printers, support all under IT.)
- Annual Technology Reporting for audit purposes
- Hardware installation, configuration, maintenance, and training for copiers and printers supported by Sharp. However, Contractor will provide PC driver rollout and connection to personal USB printers and networked printers/copiers.
- City Website

2. Contractor to Provide

- The Contractor will provide technical staff that are knowledgeable and trained to carry out this Scope of Services. Based on ongoing IT needs, staffing levels may change upon mutual agreement between Contractor and the City. Please describe the staffing levels required to meet this scope of work, detailing positions, hours, hours onsite, remote hours, hourly rates and monthly and annual costs for 5 years. Please attach staff resumes for City review.
- Contractor to provide one (1) on-site support technician on a regular basis (Contractor to determine appropriate level they recommend.) Technicians will occasionally work outside of their scheduled hours as requested by the City to support special needs or critical issues requiring onsite or after-hours support. Originally, the IT schedule was to perform system maintenance on Off-Fridays. For the past five years that has changed as more staff work now on the Off-Fridays; thus, more work is being performed after hours currently and should be accounted for when bidding.
- Contractor to provide an Account Manager to prepare a monthly schedule for contract personnel to cover City's contracted hours, schedule personnel to cover emergency call-outs, prepare billing on a monthly basis, handle all administrative duties of contract, and attend monthly meetings with the City's Director of Finance and Administrative Services and IT Services Manager.

3. Services Requested – Details of each of these categories are provided following, under the category Detailed Services Requested.

- Strategic Planning
- Desktop Services:
 - Help Desk Management
 - Desktop Hardware and Software Maintenance Support
 - Desktop Application Services
 - Third Party Software Support
- Network and Server Administration Services:
 - Microsoft Server Administration and Security
 - Storage, Backup and Disaster Recovery
 - Network Services

DETAILED SERVICES REQUESTED

1. Strategic Planning

- Provide strategic planning and oversight of the City's IT program.
 - Identify trends in use of IT for municipal service delivery. Identify solutions to support City strategic goals and objectives.
 - Identify critical integration issues based on current projects and future initiatives.
 - Recommend policies, procedures, and standards for implementation and use of IT.
 - Provide input and review of Requests for Proposals (RFP) related to IT services. Assist with vendor negotiations on IT projects.
 - Provide recommendations for additional services to provide enhanced IT services when needed.
 - Assist City with yearly budget recommendations, identifying hardware and software needs, and recommending equipment and software upgrades. as needed to improve performance, security, reliability, etc. The City will act as the final decision maker for any proposed upgrades.
 - All hardware and software purchases will be updated in an asset database with serial numbers, warranties, and expiration dates.

2. Desktop Services - Help Desk Management, maintenance, and monitoring activities for the operation and performance of network equipment, desktops, and peripherals.

- 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 Thursday and alternating Fridays 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.
- Contractor will provide support for Microsoft Windows, Microsoft Office (multiple versions), Microsoft Server (multiple OS versions), and Microsoft SQL.
- All City utilized software (some applications have maintenance agreements in place for support, however frontline helpdesk support is requested for items noted with an * in Sections 2 and 5 (Pages 5-7).
- Contractor will provide support for City email services (Exchange 2019 and Office365)
- Email on mobile devices (cell, tablets, etc.)
- Contractor will manage all aspects of Help Desk Service Delivery as a single point of contact, including:
 - All problem resolution
 - Service request tracking
 - Call escalation management
 - Dispatch
 - Knowledge management
 - New employee Onboarding – training on how to utilize the help desk
- The City's designated staff, working with the Contractor, will set or change the priorities of tickets.

- Provide the City monthly service level reports and access to the help desk portal.
 - Designated Staff may participate in receiving alerts and alarms. (e.g., Wi-Fi, server room temperature, hardware issues)
3. **Desktop Services - Desktop Hardware and Software Maintenance Support.** Services provided in this area support desktop hardware and software, laptop hardware and software, and the peripheral devices attached to them. A wide variety of applications are in use across the departments, including:
- Hardware break/fix
 - Software break/fix
 - Peripheral break/fix (i.e., printers, scanners, copiers, fax, audio/visual equipment
Note: Contractor will not be expected to fix A/V related equipment but rather help diagnose issues and if necessary, recommend replacement hardware.
 - 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).
 - Training room setup (setup equipment in miscellaneous locations, as needed).
 - Installations, moves, adds, and changes.
 - Troubleshoot and fix desktop (on site or remotely) and network issues.
 - Provide support to Emergency Operation Center (EOC) to ensure network connectivity to EOC internet connection and phone lines.
4. **Desktop Services - Desktop Application Services** include:
- Basic troubleshooting/connectivity to support all City applications.
 - Patch management (all applications)
 - Provide and maintain security on all endpoints (antivirus)
 - Electronic software distribution
 - Integration and testing
 - Support laptops, tablets and iPads, MS Surface Pro devices.
 - All phones including landlines and mobile devices (cell/smart phones).
 - Supporting configuration and wiring
 - Provide server-side support for print queues, end users with printer issues and coordinate with City's managed printer vendor.
5. **Desktop Services - Third-Party Software Support:**
- The contractor will provide basic support of all third-party business applications used by the City.
 - Basic support could include connectivity to the application, potential account setup, and upgrade support.
 - Provide support to miscellaneous utility software (i.e., Adobe, Cisco, WebEx, Zoom, Teams, SeeClickFix, Scanner/OCR, etc.)
 - Contractor will provide administrative support for the entire Office365 environment licensed by the City.
 - Contractor will evaluate any software for any security vulnerabilities due to software supply chain issues, encryption of sensitive data and robust access control requirements.

- The Contractor will identify any third-party software tools that the City will be required to procure to support the services described in this RFP. The City will act as the final decision maker for any software licensed by, or for, the City. These tools and any related subscription costs should be identified in the Contractors Cost proposal.
- 6. **Network and Server Administration Services - Microsoft Server Administration and Security** - This section includes the maintenance of all aspects of server security, incident management, virus and malware protection, access control, and auditing. Contractor responsibilities include, but are not limited to:
 - Contractor will provide 24/7 support for all Windows servers
 - Microsoft server administration: with access provided by the City, set up users, manage access to resources (file shares/printers), and implement security for each per City requirements.
 - Support the services provided by Fortra - Alert Logic for network security. (List of services provided by Fortra-Alert Logic is provided as [Attachment B](#)).
 - Ensure City security policies are enforced on endpoints.
 - Perform regular maintenance and auditing to ensure security on all devices.
 - Monitor Alert Logic incident reporting and address security issues noted by Alert Logic.
 - Ensure servers and devices have the latest available security patches and firmware installed.
 - Implement a remote access tool to maintain a secure remote access environment using appropriate technologies.
 - Provide remote access administration that comply with City policies.
 - Support and maintain Active Directory and Group Policies
 - Apply and maintain City policies for file system security and user access.
 - Assist with the development of new IT related policies and the updating of existing policies as needed.
- 7. **Network and Server Administration Services - Storage, Backup and Disaster Recovery** - Contractor will manage and ensure the recoverability of all City data based on agreed upon backup and retention schedules, including:
 - Manage backup system and Storage Area Network (SAN) and storage environment.
 - 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 backup media in accordance with media retention schedule.
 - Schedule transport and destruction requests.
 - Perform and document annual backup media disaster recovery test.
 - Secure large File Transfer Services and provide support as necessary.
- 8. **Network and Server Administration Services - 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). 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.
- Maintain all firewall, routers, switches, and VPNs; provide network design and engineering expertise to maintain network.
- Maintaining all WAPs with the assistance of current third-party maintenance provider.
- Evaluating and applying security patches and upgrades.
- Monitoring network performance.
- Identifying potential limitations before traffic on the network increases to the point that it affects system performance.
- Supporting as needed the VoIP infrastructure (connectivity issues) and coordinate as needed with current third-party maintenance provider.
- Keeping inventory and maintenance records for all network equipment and ensuring documentation and recoverability of network device configurations.
- Providing or scheduling repairs and maintenance necessary to continue operations and meet approved service levels.
- Timely coordination and communication with City staff regarding maintenance and upgrades to minimize impact to City operations.
- Diagnosing, investigating, and identifying root cause to network problems; recommend and implement fixes.
- Integration with other Agencies / Applications.
- Ensure applications are available for internal/external access.
- Maintain security settings, software, and firmware on all network equipment, computers, and laptops.
- Network diagrams.
- The documentation will be audited and inventoried on an annual basis. A quarterly update will be sent to the designated IT contact for review.
- Provider is responsible for installing cabling as needed for network connectivity. This may include subcontracting a cabling services provider for specific projects or troubleshooting existing connectivity issues

TIME, PLACE AND METHOD FOR PROPOSAL SUBMISSIONS

One electronic copy of the proposal shall be submitted directly to the City Clerk at CityClerk@Lakewoodcity.org. The electronic copy must be in searchable PDF format. Proposals must be received by the City Clerk **no later than 5:00 p.m. on Thursday, September 12, 2024**. [Late proposals will not be accepted](#)

Proposals are to be labeled with "IT Services Quote" and the Company Name.

PROPOSED TERM OF CONTRACT

The proposed term of the contract is three (3) years commencing November 1, 2024, with options for two one-year extensions at the City's discretion.

SCHEDULE FOR SELECTION

1. RFP available – Tuesday, August 20, 2024
2. Deadline for submittal of questions – Thursday, August 29, 2024
3. Staff response to questions – Wednesday, September 4, 2024
4. Deadline for submittal of Proposal - Thursday, September 12, 2024
5. Interviews – Week of September 23, 2024
6. Agreement presented to Council for review and award – Tuesday, October 8, 2024
7. Transition Period – November 1 through December 31, 2024

PROPOSER QUALIFICATIONS

1. The City requires proposals submitted by primary firms only. The firm will have complete and exclusive responsibility for satisfying all City conditions and requirements at all times during the life of the agreement. Any subcontractors mentioned in the RFP and/or used in the implementation of the Agreement will have no formal relationship with the City.
2. All proposed subcontractors must be identified by name with a description of the work they will provide. Any subcontractors change proposed after the submittal date can only be made with prior approval of the City.
3. Primary firm must be responsible for at least three-fourths the annual value of the proposed work consistent with the scope of work as noted in the proposal.
4. Primary firm must have experience in providing similar work in at least two similar organizations.

AWARD OF CONTRACT

1. Staff, led by the Director of Finance and Administrative Services, will evaluate the proposals and make their recommendation to City Council for approval. Firms may be asked to make oral presentations to supplement their proposals. Proposals will be selected in accordance with the City's purchasing policy on Professional Services where selection is not bound by the lowest bid but made in the sole discretion of staff and City Council.
2. Proposals must be guaranteed by the Contractor for 60 days after the quote opening on September 12, 2024.
3. It is anticipated that a standard agreement contract will be signed after City Council review and approval of the recommended firm.

RIGHT TO REJECT PROPOSALS

The City reserves the right to reject any or all proposals or portions of any or all proposals. Non-compliance with any of the conditions and instructions stated herein may result in the rejection of the proposal.

INFORMATION TO BE SUBMITTED

1. **Proposal Summary** - This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people

on the Proposal and how to communicate with them. Limit this section to a total of one to three pages including the separate sheet with contact personnel.

2. **Profile of Proposing Firm** - This section shall include a brief description of the Firm's size as well as the proposed local organizational structure. Specifically, the City is interested in the potential for a long-term service relationship that would include financial stability. Include a discussion on the Firm's financial stability, capacity, and resources. If applicable, include all other firms participating in this Proposal, including similar information about the firm/subcontractors.

Additionally, this section shall include a listing of any relevant lawsuits and/or subcontractors' litigation and the result of that action resulting from (a) any public project undertaken by the Firm or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

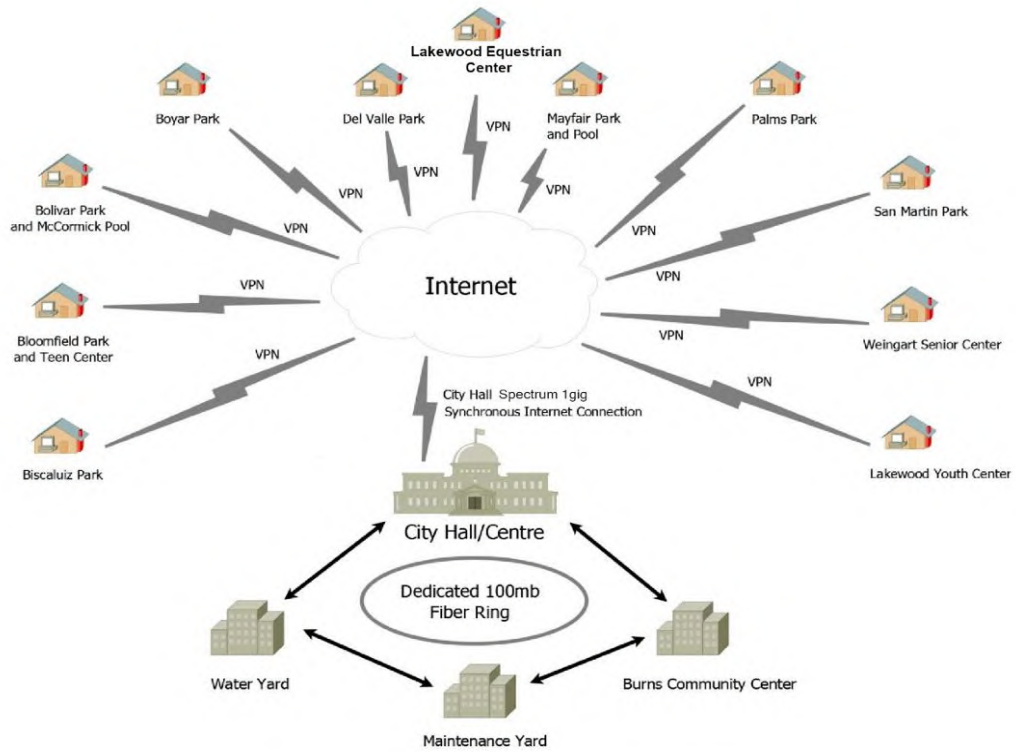
3. **Qualifications of the Firm** - This section shall include a brief description of the Firm's and sub-contractor's qualification and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) and private sector (maximum of two) that includes a summary of the work performed, the total project cost, the percentage of work the Firm was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.
4. **Service Plan** - In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the required service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for transition to full operation. Describe related service experience by both the Firm and any subcontractors in similar work. Please describe the role, extent of services (number of people used or saved, engagement duration, and contract value). In addition, provide responses to the specific questions provided in [Attachment C](#). Please also note a separate Word document of these requirements has been provided for your use.
5. **Staffing Plan** - In this section, discuss how the Firm would propose to staff the service described in this RFP. Proposed on-site support technician(s) are considered key personnel and shall be identified by name, specific responsibilities, and their qualifications. Include a current resume and position description for each of the proposed support technicians. Proposed key personnel will be an important factor considered. There can be no change of key personnel once the proposal is submitted, without prior approval from the City.
6. **Proposed Innovations** - The Firm may also suggest technical or procedural innovations that have been used successfully on other engagements and that may provide the City with better service delivery. In this section discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City's assessment of the Proposal. Focus primarily on cost saving or efficiency- enhancing

innovations as well as any example of creative public safety technology projects/initiatives. Include any performance-measuring matrix proposals as well and any other suggestions you may have for improved operations.

7. **Proposal Cost Sheets and Hourly Rates** - In this section include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in an agreement with the City. It should also include the costs for extra after-hours services or any other services that are considered optional additions and any specific terms of payments.
8. **Understanding of Requirements** - All proposals accepted by the City must be signed by an authorized representative of the company. The submission of a signed proposal will be interpreted to mean that the company has thereby agreed to all conditions, instructions, descriptions and specifications contained herein. All samples submitted by the company in support of its quote shall become the property of the City.
9. **Questions and Clarifications on the RFP** - Please email any questions regarding this RFP to Jose Gomez, Director of Finance and Administrative Services, with the subject line "IT Managed Services RFP Questions" at JGomez@Lakewoodcity.org. Questions must be received by 12pm on Thursday, August 29, 2024. All questions received prior to the deadline will be collected and responses will be posted to the City's website by Wednesday, September 4, 2024.
10. **Professional Services Agreement** - The City will require the successful Proposer to execute a professional services agreement with the City. Please review [ATTACHMENT D: PROFESSIONAL SERVICES AGREEMENT SAMPLE](#) and identify any questions or areas of concern in your response to the City.
11. **Insurance** - The City will require the successful Proposer to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See [ATTACHMENT E: INSURANCE REQUIREMENTS](#) for more information on the City's insurance requirements.

ATTACHMENT A

ATTACHMENT A CITY OF LAKEWOOD NETWORK OVERVIEW



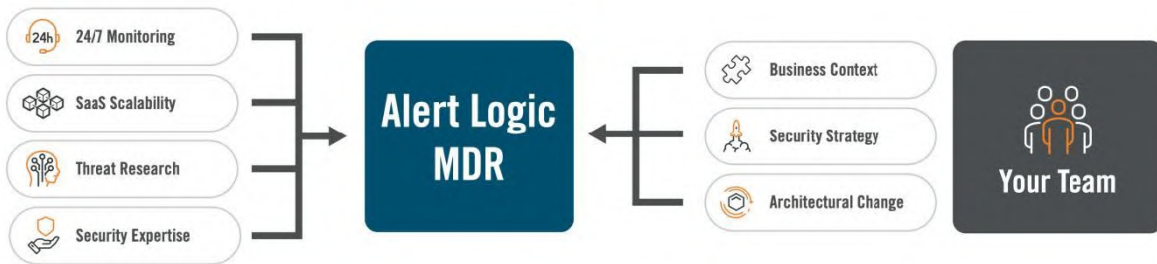
ATTACHMENT B

FORTRA – ALERT LOGIC Statement of Work

Fortra (Alert Logic) provides Managed Detection and Response (MDR) services to the City of Lakewood.

- 24/7 Platform Support
- Vulnerability Insight Support
- PCI Dispute & PCI DSS & ASV Program Support
- 24/7 Threat Management
- 15-minute Escalation SLA
- Emerging Threat Response
- On-Demand Tuning and Sensor Optimization
- Machine Learning Log Review
- Hybrid Asset Discovery
- Internal and External Vulnerability Scanning
- Cloud Configuration Checks/CIS Benchmarks
- Endpoint Detection
- PCI Scanning
- File Integrity Monitoring
- Network Monitoring
- Log Data Monitoring
- Log Collection and Search with 12 Month Retention
- Web Log Analytics
- Real-time Reporting & Dashboards
- Cloud Security Service Integration
- Cloud Change Monitoring
- User Behavior Monitoring
- Marketplace-Style Application Registry
- Container Threat Detection

The chart below describes the Alert Logic Environment. The chosen firm must work as the “Team” to support this role.



ATTACHMENT C

PROPOSED SERVICE REQUIREMENTS

Questions Requiring Responses (See separate MS Word document to be inserted into Section 4 of Proposal)
Who answers the help desk calls, non-technical representatives or technicians?
Do you use a ticketing system? If so, what tool?
How do you address help desk tickets, by priority level or on a first-come, first-served basis?
If an emergency arises requiring onsite support, how soon can a technician be onsite?
Will the City have access to their help desk reports or the entire help desk platform?
What other types of reports or reporting platforms do you offer to keep City staff in the loop on open issues?
What tools are you recommending that you use to support the City's IT projects?
What certifications does your company hold? (e.g., Microsoft Gold Partner, certified Apple partner, SOC 2 Type 2, etc.)
If available, please provide a case study on a client you have worked with.
Please provide at least three (3) references that the City can speak with about the services you provide to them. Include contact name, email and phone number, time who have supported them and services provided to them
How many years has the company been in the business?
How many years of experience do your technicians have on average?
Will you have a project manager assigned to the City that will keep management and staff informed?
How many technicians in total are on staff?
How large is your organization now versus when it was formed?
What is the average length of your client engagements?
In what ways will you assist the City to enhance their use of current technologies?
Describe your approach to onboarding your team?
Describe your most challenging onboarding example, why it was challenging and how you overcame any issues.
Given that the City has had at least two (2) full-time support staff onsite daily, and your support model may not include an onsite model, how will you ensure a smooth transition from the onsite model to a more remote model?

ATTACHMENT D
CITY OF LAKEWOOD SAMPLE PROFESSIONAL SERVICES AGREEMENT

This professional service agreement ("Agreement"), is made and effective as of [Date], between the City of Lakewood ("City"), a municipal corporation, and [Name] ("Consultant"), a [sole proprietorship, partnership, limited liability partnership, corporation]. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This Agreement shall commence on [Date] and shall remain and continue in effect until tasks described herein are completed, but in no event later than [Date] unless sooner terminated pursuant to the provisions of this Agreement.

II. SERVICES

Consultant shall perform the tasks described and set forth in [Exhibit A], attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in [Exhibit A]. To the extent that [Exhibit A] is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

III. PERFORMANCE

Consultant shall at all times faithfully, competently, and to the best of their ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

IV. CITY REPRESENTATIVE

City's [Title] shall represent City in all matters pertaining to the administration of this Agreement, review and approve all products submitted by Consultant, but not including the authority to enlarge the [Tasks to be Performed] or change the compensation due to Consultant. City's [Title] shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the [Tasks to be Performed] or change Consultant's compensation, subject to Section V hereof.

V. PAYMENT

- A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in [Exhibit B], attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed [Amount] dollars (\$__.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City [Title]. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City [Title] and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

- C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. TERMINATION OF AGREEMENT

- A. Except as otherwise provided herein below, either party may terminate this Agreement, or any portion hereof, by serving written notice of termination upon the other party at least ten (10) days prior to the date of termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the Agreement pursuant to this section, the Consultant will submit an invoice to the City as provided herein above.

VII. DEFAULT

- A. Either party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and can terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party's control, and without fault or negligence, it shall not be considered a default.
- B. If the City [Title] determines the Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of default notice to cure the default as directed by the City in the notice of default. In the event the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

VIII. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the City at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to

make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any City or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence or willful misconduct.

B. Duty to defend

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

X. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement

insurance coverage as specified in [Exhibit C] attached herewith and incorporated herein by this reference as though set forth in full.

XI. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant and/or its employees for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness to its employee(s) arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

XIII. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO CITY EMPLOYEES

During their tenure and for one year thereafter, no member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the services under this Agreement shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization

from the City [Title] or unless requested by the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

- B. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to Discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service; (ii) delivery by a reputable document delivery service (e.g., Federal Express), which provides a receipt showing date and time of delivery; or (iii) United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY:	[NAME] _____ _____ Attention: City Clerk
To CONSULTANT:	[NAME] _____ _____ Attention: [NAME]

XVII. ASSIGNMENT

- A. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Due to the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- B. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision identical to the one provided herein identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein,

and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.

- C. [Consultant Name] may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of [Consultant Name] from Consultant's employ. Should [Consultant Name] leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

XVIII. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

XIX. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

XX. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. SEVERABILITY

Any part, provision, or representation of this Agreement or any of its exhibits, including, but not limited to [Exhibit C], which is held to be invalid, void or unenforceable by a court of competent jurisdiction, shall be limited to that part, provision or representation and all other parts, provisions, or representations herein shall remain in full force and effect.

XXII. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, [Exhibit D], hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, [Exhibit E] hereto. In the event of conflict, the requirements of City's Request for Proposal and this Agreement shall take precedence over those contained in the Consultant's proposal. The incorporation of the Consultant's proposal shall be for the scope of services to

be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that they have the authority to execute this Agreement on behalf of the Consultant and have the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

[Consultant Name]

By: _____
(Signature)

(Typed Name)

(Title)

City of Lakewood
A Municipal Corporation

City Representative or Governing Body

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

By: _____

- | | | |
|--------------|-----------|------------------------|
| Attachments: | Exhibit A | Tasks to Be Performed |
| | Exhibit B | Payment Schedule |
| | Exhibit C | Insurance Requirements |
| | Exhibit D | Request for Proposal |

Exhibit E Consultant's Proposal/License
Agreements

EXHIBIT A
TASKS TO BE PERFORMED

EXHIBIT B
PAYMENT SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Cyber security and privacy liability insurance. Consultant shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including but not limited to personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, etc.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- c. Liability arising from introducing a computer virus into or otherwise causing damage to vendor (first-party) or customer's (third party) computer, computer system, network, or similarly related property and the data, software, and programs.
- d. Liability arising from professional misconduct or lack of the requisite skill required for performing services defined in the contract or agreement.
- e. Costs associated with restoring, updating, or replacing data.
- f. Costs associated with a privacy breach, including notification costs, customer support, forensics, crises management, public relations consulting, legal services of a privacy attorney, credit monitoring, and identity-fraud resolution services for affected individuals. If coverage is maintained on a claims-made basis, consultant shall maintain such coverage for an additional three (3) years following termination of the contract.

Cyber technology errors and omissions. Consultant shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- a. Liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information (PII) and protected health information (PHI).
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- c. Liability arising from the failure of technology products (software and hardware) required under the contract for Consultant to properly perform the intended services.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to

utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D
REQUEST FOR PROPOSAL

EXHIBIT E
CONSULTANT'S PROPOSAL

ATTACHMENT E

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Cyber security and privacy liability insurance. Consultant shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including but not limited to personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, etc.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- c. Liability arising from introducing a computer virus into or otherwise causing damage to vendor (first-party) or customer's (third party) computer, computer system, network, or similarly related property and the data, software, and programs.
- d. Liability arising from professional misconduct or lack of the requisite skill required for performing services defined in the contract or agreement.
- e. Costs associated with restoring, updating, or replacing data.
- f. Costs associated with a privacy breach, including notification costs, customer support, forensics, crises management, public relations consulting, legal services of a privacy attorney, credit monitoring, and identity-fraud resolution services for affected individuals. If coverage is maintained on a claims-made basis, consultant shall maintain such coverage for an additional three (3) years following termination of the contract.

Cyber technology errors and omissions. Consultant shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- a. Liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information (PII) and protected health information (PHI).
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- c. Liability arising from the failure of technology products (software and hardware) required under the contract for Consultant to properly perform the intended services.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium

paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.