Request for Proposals (RFP)

****

Supplemental IT Support Services

Server Administrator Role

**RFP Submittals Due by 2:00 p.m. PST on October 5, 2023.**

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Request for Proposals

Supplemental IT Support

1. **Background**

The City of South Gate (City) is requesting proposals from qualified bidders to provide supplemental IT staffing support and project-based related task assistance. Potential candidate should possess the required experience and knowledge to successfully fulfill the role of a Server Administrator. The selected firm will assist the City by supporting, maintaining and upgrading physical server infrastructure and assigned tasks related to current IT projects.

* 1. Preliminary project budgets will not be shared at this time.

1. Environment
   1. Approximately 400 staff members (full and part time employees)
   2. Existing workstations are Windows 10 Professional.
   3. Electronic mail is Microsoft 365 hybrid configuration.
   4. The City supports 4 primary sites/locations.
      1. These locations connect to City Hall utilizing fiber or AT&T ASE circuits.
   5. Two physical Domain Controllers are in the City Hall Data Center and two physical domain controllers located at the Police Department (PD) building (providing domain service resiliency). The Domain Controller operating systems are Windows2016.
   6. Servers are configured with various versions of Microsoft OS’s.
   7. Mitel VoIP solution
      1. Resilient SIP circuits (one located in City Hall, and one located in the PD)
   8. All file servers are located at City Hall.
      1. Virtualization and SAN project is currently in the planning phase.
   9. Network Infrastructure
      1. Cisco Network switches are in the process of being replaced as part of the City Core Network project. Edge switching network upgrade is in the planning phase.
      2. Palo Alto Firewalls
   10. Business Hours
       1. City Hall is open Monday through Thursday 7:00AM – 5:30PM. Park & Recreation facilities are open 7 days per week 8:00AM – 9:00PM.

Process and Schedule

During the selection process, the City will review the submitted proposals and solutions. With the possibility of using any combination of subsequent interviews and reference checks, the City will then select a final preferred bidder. The City prefers customer references of similar size local government agencies. The following is the current estimated schedule, as defined by the City and can be changed at its discretion:

Table 1 - Process Schedule

|  |  |
| --- | --- |
| **Event** | **Date** |
| Post RFP | September 7, 2023 |
| Deadline for Questions | September 18 at 4 p.m. |
| Post Answers | September 21, 2023 |
| Proposals Due | October 5, at 2 p.m. |
| Proposal Evaluation | Week of October 9, 2023 |
| Optional Interviews | Week of October 16, 2023 |
| Selection and Finalize Contract | October/November, 2023 |

1. Evaluation Criteria
   1. The evaluation team will review and score each proposal. The procurement will be awarded to the most qualified provider, at the City’s discretion.
   2. The City reserves the right to reject any and all responses to this RFP.
2. General Proposal Instructions and Due Dates
   1. Questions on this procurement shall be directed, via email, by September 18, 2023 at 4:00 pm PST, e-mail to:

**Jose A. Gonzalez**

**Purchasing Supervisor**

**City of South Gate**

[**jag@sogate.org**](mailto:jag@sogate.org)

**(323-563-5781)**

**Email subject line for questions, must include “Supplemental IT Support Services Server Administrator Role – RFP Questions”**

* 1. Answers to the submitted questions (if any) will be provided via an RFP addendum on September 21, 2023.
  2. To be considered, one (1) copy of the proposal must be received by the City no later than 2:00 p.m. on October 5, 2023.  Submissions after this deadline will not be accepted. Proposals should be submitted in a sealed envelope, labeled “Supplemental IT Support Services Server Administrator Role RFP Response,” and addressed to:

**Yodit Glaze, City Clerk**

**City of South Gate City Hall**

**8650 California Avenue**

**South Gate, CA 900280**

* 1. ElectronicFile
     1. Please provide an electronic PDF file of the submittal in a USB drive and included in the sealed envelope.
     2. The City will not reimburse the responding bidders for any expenses incurred in preparing proposals in response to this request.
  2. Proposal Format
     1. The bidder should address each point listed in this document and the attached Exhibits. In this way, the City will be able to discuss the specific information requested and review the response without a cumbersome matching process.
     2. Each proposal shall conform and be responsive to this RFP. The Bidder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal pricing table should be included.
     3. All submitted proposals must provide, at a minimum, all requested information in the proposal document. Any portion not included will be cause for elimination from the quote process, at the City’s sole discretion. The information should be organized as indicated in the proposal requirements. The City reserves the right to eliminate any response deemed to be substantially or materially unresponsive to the RFP from further consideration.

**There are many questions and information requests in the body of the RFP. Please respond to all questions and requests.**

* + 1. All information submitted is to be considered public knowledge and will be subject to the California Public Records Act and any other applicable laws.
    2. Only written communications from the City may be considered binding. The City reserves the right to terminate the selection process at any time and to reject any or all proposals. The contract will be awarded to the bidder whose overall proposal best meets the requirements of the City. The City shall not be liable for any pre-contract costs incurred by interested bidders participating in the selection process.
    3. Bidders should provide copies of all sample contracts for proposed services and support.

1. Server Administrator Scope of Services
   1. This RFP seeks on-site Supplemental Server Administrator Support Services.
      1. Two days per week (10-hour workdays) of on-site Server Administrator level support are required.
      2. Support Responsibilities and Duties:
         1. Setting up new users with required access (onboarding)
         2. Disabling and removing employee access (offboarding)
         3. Physical or virtual server and software installation for 3rd party bidders
         4. Deployment or maintenance of new virtual machines
         5. Preventative server maintenance & security – Windows updates and other software updates
         6. Utilize Wireshark for the monitoring and troubleshooting of LAN and WAN connectivity and network security.
         7. Malware & antivirus software protection monitoring and management.
         8. Troubleshooting system hardware, operating systems, and applications
         9. Testing of server hardware, OS, and applications
         10. Testing disaster recovery policies and procedures
             1. Experience with Datto BCDR backup solution helpful
         11. Server systems documentation
         12. Weekly and monthly system status and performance reporting
      3. Project-related services may include:
         1. Current server upgrades/migration
         2. Wireless implementation
      4. Asset Management Services include:
         1. Physical inventory
         2. Asset receiving
         3. Asset tracking
         4. Software license management
         5. Asset disposal
   2. Documentation
      1. Assist with the creation and maintenance of accurate and updated technology documentation, including, but not limited to:
         1. Device configuration version control
         2. Updated equipment, application, warranty, and license lists
         3. Project-related network diagrams
   3. Skills and Qualifications
      1. Bachelor’s degree in computer science or engineering
      2. Must possess a minimum of seven (7) years of technical experience in the server administration role.
         1. Current resume illustrating how potential candidates meet the above education and technical experience should be included in bidder proposal.
      3. Ability to solve problems in stressful situations.
      4. Proficient in PowerShell scripting
      5. Ability to work independently and effectively manage time.
      6. Attention to detail and ability to prioritize effectively.
      7. Knowledge of incidence response life cycle
      8. All potential employees are required to successfully complete a thorough background investigation, fingerprinting, and pass a post-offer pre-employment medical examination (which will include a drug/alcohol screening). New employees and contractors must complete a verification form designated by the United States Department of Homeland Security, Citizenship, and Immigration Services, that certifies eligibility for employment in the United States of America.
   4. Please describe your experience in providing the following value-added services
      1. Microsoft server upgrades and deployment
      2. Virtualization infrastructure
      3. Backup methodologies
      4. Wireless deployments and management
      5. Technical support
      6. Patch management
      7. Asset inventory management
      8. Software licensing control
      9. Reporting, metrics, and communication
   5. Approach:
      1. In this section, the bidder must include its approach to providing efficient and effective server administration services, as well as its proposed administrative procedures, areas of responsibility, and a discussion of service delivery, such as method of contact and assignments, etc. Bidders should provide descriptions of their approach to the following:

Two days (20 hours) per week on-site support

Not to exceed 1,000 hours for the term of this contract.

1. Proposal Costs
   1. In table 1 below provide proposed costs for personnel for an average of 20 hours of on-site support per week.

Table 1 – On-Site Support

|  |  |
| --- | --- |
| **Task** | **Hourly Rate** |
| On-Site Server Administrator (twenty hours per week) |  |

* 1. Subject-Matter Expert (SME) Project Costs - Using table 1 below, please provide hourly costs for remote and onsite SME assistance for Tier 2 or Tier 3 problem resolution or SME-level projects.

Table 1 – Hourly Rates

|  |  |  |  |
| --- | --- | --- | --- |
| **SME Title** | **Remote Hourly Rate** | **On-Site Hourly Rate** | **After-Hours Emergency Rate** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

1. **References** 
   1. Provide at least three (3) references. Use the table provided in section 16 below expanding cells as necessary to include all relevant information. The references must be for similar size customers with similar environments and end users. Local municipality or special district experience with similar-size agencies in California is strongly preferred.
2. **Bidding Instructions** 
   1. Proposals received after the specified time may not be considered. It is the bidder’s sole responsibility to ensure this deadline is met. Bidders assume the risk of any delay that may occur in receipt or handling of a mailed proposal.
   2. The City of South Gate, hereinafter called the “City”, reserves the right to reject any or all bids, to waive minor informalities in any bid, or to make an award in the best interest of the city.

9.3 Should a bidder find any discrepancy in, or omission from, any of the documents or be in doubt as to their meaning, the bidder will submit the discrepancy as a question before the due date for questions; and the city will issue necessary clarifications to all prospective bidders by means of addenda as may be appropriate.

* 1. Where materials are specified, it will be understood as indicating the minimum requirements of specified materials and quality desired. The descriptions herein are given for the sole purpose of providing a suitable basis for completion of the project. However, if items other than those specified are substituted, the bidder will state in his quotation. It will be assumed that, if no changes are indicated, items will be furnished as specified.

9.4.1 Prices quoted will be guaranteed for a period of not less than ninety (90) days and considered a firm price upon receipt of a City purchase order. Prices quoted will constitute a bid and will include all delivery, materials, equipment, and labor to complete the specified project.

All blank spaces on the proposal form will be filled. Signatures will be in longhand and executed by a principal duly authorized to make contracts. The Bidder’s legal name will be fully stated.

* 1. The contract to perform specified work between the city and the successful bidder will be executed by a “purchase order” issued by the city. The purchase order will reflect the contractor’s bid and cite all conditions by city and contractor for completion of the project as provided in the specification document.
  2. The contractor will perform all work duties in a workmanlike manner causing as little disturbance and inconvenience as possible to City personnel.
  3. The contractor will be responsible for all damage to property resulting from negligence or misuse of equipment on the part of its employees or subcontractors.
  4. Changes of specifications, explanations or statements the bidder wishes to make must be written or attached to the bid form. Unless indicated, it is understood the bid is in strict accordance with specification requirements.

1. Withdrawal of Bids 
   1. A bidder may withdraw a bid any time prior to the scheduled time for receipt of bids.
2. Payment of Taxes
   1. The Contractor pays local, county, state and/or federal sales, excise, use or other taxes, as applicable.
3. Qualification of Bidders
   1. To demonstrate qualifications to perform described services, each bidder must be prepared to submit, within five (5) business days of the City’s request, any written evidence (i.e. financial data, previous experience, present commitments, etc.) that the City feels is necessary.
   2. A list of subcontractors employed on this project, if any, will be part of the bid package.
4. **Scope of Agreement** 
   1. The City has the right to inspect services for conformity to specifications. The City will give the Contractor, upon dissatisfaction of any service rendered for the Agreement, a reasonable period of time to rectify the situation.
   2. If the Contractor has not rectified the situation after the reasonable time period, the City may terminate this Agreement by giving thirty (30) days written notice. Notice may be given personally or by registered mail. Only an amount due for completed service, will be paid to the Contractor at the cancellation date.
   3. Failure of either party to enforce a provision(s) of this Agreement, is not a waiver of the provision(s), or the right of either party to enforce the provision(s).
   4. The Agreement constitutes the entire contract between the parties. An understanding or obligation not contained in the Agreement, is not binding upon them.
   5. No waiver, alteration, or modification of any provision is binding on the parties, unless reduced to writing and signed by an authorized agent of the City and Contractor.
   6. Changes in specifications, or explanations and statements, that a bidder wishes to make, must be attached to the affected bid document. Otherwise, it is understood that the bid is in strict accordance with specification requirements.
   7. Bids are final and irrevocable. No bid will be amended/corrected due to error or miscalculation.
   8. The City has the right to reject any bid not suitable for the purpose for which it is intended.
5. Required Forms
   1. To be considered, the Bidder must fully complete the Specific Bidder Information below, which includes the following. Do not leave unfilled blanks where a response is indicated. 
      1. Statement of Bidder
      2. Anti-Collusion Affidavit of Compliance
      3. Proof of Insurability
      4. Reference Table
      5. Acknowledgments
      6. Acknowledgment of Receipt of Any Issued Addenda
      7. Authorization
   2. An incomplete, inaccurate, or misleading response will result in disqualification. An authorized officer of your firm must sign all responses. Responses are to conform to the given formats.
6. Specific Bidder Information

Statement of Bidder. I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within 90 days of the response due date, to provide the specified items and/or services or work as described in the specifications and the instructions for the sum shown in accordance with the terms stated herein. All deviations from specifications and terms are in writing and attached. This authorization also certifies bidder compliance with all applicable State and Federal laws.

Name of Firm:

Address:

City, State, Zip:

Principle Officer:

Partnership or Corporation Under State Laws Of:

Authorized Signature:

Title:

Person to Contact Regarding This Bid:

Phone Number:

* 1. **Anti-Collusion Affidavit of Compliance**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being first duly sworn, deposes and says:

(print name)

that he/she is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(city, president, partner, etc.) (name of company)

the party making the foregoing Proposal, that this Proposal is genuine and not collusive or sham; that Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any person, to put in a sham Proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the price element of said Proposal or that of any other bidder, or to secure any advantages against any other bidder or any person interested in the proposed contract.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. **Proof of Insurability**

Insurance Provisions:

* + 1. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence, $2,000,000 aggregate.
    2. Additional Insured Endorsement form, using one of the listed forms.
       1. CG 20 10 11 85, CG 20 10 07 04, CG 20 10 10 01 Naming as Additional Insured (“City of South Gate, its Council Members, Commissioners, officers, employees and agents.”
       2. Endorsement Waiver of the Right of Subrogation for General Liability against the City of South Gate.
    3. Auto Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
       1. Primary Bodily Injury with limits of at least $1,000,000 per person, $2,000,000 per occurrence.
          1. Primary Property Damage of at least $1,000,000 per occurrence; or
          2. Combined single limit of $1,000,000 per occurrence.
    4. Workers' Compensation Insurance: as required by State Statutes.
       1. Endorsement Waiver of the Right of Subrogation for Workers’ Compensation against the City of South Gate.
    5. City of South Gate and its agents to be named as an Additional Insured on the above- captioned insurance coverage as respects the City’s and its agent’s interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate (at no additional cost) to the City and its agents prior to award of contract and commencement of work under this contract; and by presenting to the City and / its agents an endorsement to the policy, signed by an officer of the insurance company within thirty (30) days of the inception date of this agreement. **Purchase Order/s will not be issued until completed paperwork is received and approved.**
    6. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.

15.2.7 Insurance policies to be in a form and written through companies acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Proposal Submitted By:

(Contractor Name)

Address:

Being duly sworn, I do hereby acknowledge that I have read the insurance specifications herein and agree the above contractor is eligible for insurance per aforesaid specifications.

Subscribed and sworn before me on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2023.

Signed:

Date:

Insurance Company:

Address:

1. Reference Table

|  |
| --- |
| Provide a minimum of 3 references for similar scoped project and support services:  1. Owner Name: |
| Address: |
| Name of Contact: |
| Phone: |
| Project Description: |
| 2. Owner Name: |
| Address: |
| Name of Contact: |
| Phone: |
| Project Description: |
| 3. Owner Name: |
| Address: |
| Name of Contact: |
| Phone: |
| Project Description: |

1. Acknowledgments
   1. By submission of this Proposal, the Bidder certifies that:
      1. The bidder has verified prices and the conditions of this Proposal. That this Proposal has been reviewed and accepted by all appropriate parties constituting this offer.
      2. The individual signing this Proposal certifies that he/she is a legal agent of the Bidder and is further authorized to represent the offering and is legally responsible for the decision as to the prices and supporting documentation provided.
      3. Acknowledgment of Receipt of Any Issued Addenda

17.1.4 The following Addenda to the Specifications have been received and have been considered in response to this Request for Proposal.

Date: \_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_

17.1.5 The successful Bidder will bear the burden of any and all undisclosed costs.

* 1. Authorization
     1. Signature of Authorized Company Representative
     2. Name of Authorized Rep - (Typed):
     3. Signature: Date:\_\_\_\_\_\_\_\_\_
     4. Employer Identification Number:
     5. Company Name:
     6. Street Address:
     7. City, State, Zip:
  2. Professional Services Agreement
     1. A Professional Services Agreement (PSA) will be entered into with the selected bidder. A sample PSA is attached as Exhibit A. Before proposing, the bidder should review the sample PSA to understand it and determine if the terms and conditions included in the sample PSA can be met by the bidder.

**EXHIBIT A**

**AGREEMENT FOR PROFESSIONAL SERVICES FOR SUPPLEMENTAL IT SUPPORT** **SERVICES BETWEEN THE CITY OF SOUTH GATE AND** (**COMPANY NAME)**

This Agreement for Professional Services for Supplemental IT Support – Server AdministratorServices (“Agreement”) is made and entered into on **\_\_\_\_(DATE)\_\_\_\_,** by and between the City of South Gate, a municipal corporation (“City”), and (**COMPANY NAME)**, Inc., a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS,** City desires to retain a qualified provider for certain services relating to Supplemental IT Support-Server Administrator;

**WHEREAS,** Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Professional Services under this Agreement; and

**WHEREAS,** based on such representation, City desires to contract with Consultant to perform the services as described in the Scope of Services attached hereto as Exhibit “A” of this Agreement.

**NOW, THEREFOR,** the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit “A” attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **(SPELL OUT AMOUNT IN BOLD) for example – One Thousand Two Hundred Twenty-Five Dollars – then put amount in parenthesis for example ($1,225.00)** as described in Consultant’s proposal attached hereto as Exhibit “A.” City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by **(DIRECTOR’S TITLE OR CITY MANAGER)** or his/her designee.
   1. Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant’s office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.
   2. Consultant shall be paid in accordance with the schedule included in Consultant’s proposal attached hereto as Exhibit “A.” City shall pay Consultant within thirty (30) days of receipt of the invoice.
   3. No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of **\_\_\_\_(DATE)\_\_\_\_**, and will remain in effect for a period of **(ENTER AMOUNT)** year from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The **(DIRECTOR’S TITLE OR CITY MANAGER)** (“Director”), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
   1. Consultant represents that no City employee or official has a material financial interest in Consultant’s business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant’s business or in this Agreement by any City employee or official.

**6. GENERAL TERMS AND CONDITIONS.**

**6.1 Termination for Convenience.** City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

* 1. **Termination for Cause.**

**6.2.1** City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
2. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure withing a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

**6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

**6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

**6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1. above.

**6.3 Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

* 1. **Non-Discrimination.** 
     1. Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of to race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the federal, state, and county and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
     2. The provisions of Subsection 6.4.2 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk’s Office.
  2. **Insurance.** Consultant shall submit to City, certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:
     1. Workers Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such workers’ compensation insurance for their respective employees.
     2. Comprehensive general and automobile liability insurance protecting Consultant in amounts not less than $1,000,000 for personal injury to any one person, $1,000,000 for injuries arising out of one occurrence, and $500,000 for property damages or a combined single limit of $1,000,000, with an aggregate of $2,000,000. Each such policy of insurance shall:

1. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
2. Name and list as additional insured the City, its officers and employees.
3. Specify its acts as primary insurance.
4. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
5. Cover the operations of Consultant pursuant to the terms of this Agreement.

**6.6 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant’s (including Consultant’s employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

**6.7 Compliance with Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.

**6.8 Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between City and Consultant.

**6.8.1**  Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant’s employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

**6.8.2** Indemnification of CalPERS Determination - In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits 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.

**6.8.3** Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

**6.9 Consultant’s Personnel.**

**6.9.1** All services required under the Agreement will be performed by Consultant, or under Consultant’s direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

**6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

**6.9.3** Consultant shall be responsible for payment of all employees’ and subcontractors’ wages and benefits and shall comply with all requirements pertaining to employer’s liability, workers’ compensation, unemployment insurance and Social Security.

**6.9.4** Consultant shall indemnify and hold harmless City and all other related entities, officers, employees and representatives from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of any acts of omissions by Consultant in connection with the work performed arising from this Agreement.

**6.10 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

**6.11 Legal Construction.**

**6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.

**6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**6.11.3.** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**6.11.4.** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

**6.12 Counterparts.** This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

**6.13 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant’s work or services. Acceptance of payment shall be any negotiation of City’s check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.

**6.14 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City’s review of Consultant’s report or plans. Should Consultant fail to make such correction in a reasonably, timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.

**6.15 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

**6.16 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**6.17 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

**6.18 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**6.19 Attorneys' Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

**6.20 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.

**6.21 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY: WITH COURTESY COPY TO:**

City of South Gate City of South Gate

**(DIRECTOR’S NAME & TITLE OR CM)** Yodit Glaze, City Clerk

**(ADDRESS)** 8650 California Avenue

South Gate, CA 90280 South Gate, CA 90280

Email: **(EMAIL ADDRESS)** Email: [yglaze@sogate.org](mailto:yglaze@sogate.org)

TEL: **(PHONE NO.)** TEL: (323)563-9510

**TO CONSULTANT:**

**(NAME OF CONSULTANT)**

**(CONSULTANT’S TITLE)**

**(CONSULTANT/COMPANY NAME)**

**(COMPANY ADDRESS)**

**(CITY, STATE, ZIP CODE)**

**(CONSULTANT’S EMAIL ADDRESS)**

**(PHONE NUMBER)**

**6.22 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

**6.23 Consultation with Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

* 1. **Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

1. **EFFECTIVE DATE.** The effective date of this Agreement is **\_\_\_\_(DATE)\_\_\_\_** and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

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

Maria del Pilar Avalos, Mayor

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTEST:**

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

Yodit Glaze, City Clerk

(SEAL)

**APPROVED AS TO FORM:**

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

Raul F. Salinas, City Attorney

**(COMPANY NAME):**

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

**(CONSULTANT’S NAME AND TITLE)**

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_