



Request for Proposals

PUBLIC SAFETY INFORMATION TECHNOLOGY PROJECT MANAGEMENT

Issuing Entity: City of Pismo Beach
760 Mattie Road
Pismo Beach, CA 93449

Contact: Questions regarding this solicitation should be directed to:
Jason Takagi, Information Technology Manager
(805) 773-7086
jtakagi@pismo-beach.org

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Request for Proposals for Public Safety IT Project Management

Request for Proposals

PUBLIC SAFETY INFORMATION TECHNOLOGY PROJECT MANAGEMENT

The City of Pismo Beach is inviting consultants to submit their proposals to provide the City with project management services to migrate the City's Police Department's technology out of their current building to three (3) temporary locations and then migrate the technology to their new building once it is completed.

All qualifications must be received before 2:00 p.m. (as determined by www.time.gov) on Friday, March 24, 2023, addressed:

Public Safety IT Project Management RFP
Attn: City Clerk
760 Mattie Road
Pismo Beach, CA 93449.

Qualifications received after that date and time will not be considered.

There is no express or implied obligation for the City of Pismo Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. The City of Pismo Beach reserves the right to reject any and all proposals submitted.

Applications submitted in response to this request for proposals (RFP) will be reviewed by a team consisting of City representatives. The team will review all complete, eligible qualification submittals received by the deadline. Upon evaluating the qualifications provided in the applications, the team *may* identify top vendors to be invited for finalist interviews.

The RFP package and additional information may be obtained free on the City's website at www.pismo beach.org or by contacting Jason Takagi at jtakagi@pismo beach.org.



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A. DESCRIPTION OF WORK

1. PURPOSE

The City is interested in project management services to work with City staff to coordinate with vendors, develop a project schedule, and oversee the migration of the Police Department's technology to their temporary locations and after that to their new building. The work includes coordination of system testing, liaison work between Police staff and 3rd party contractors, communicating with City staff project status, participating in Public Safety Center construction meetings, and reviewing plans to ensure they meet the Information Technology design specifications.

2. BACKGROUND

The City

The City of Pismo Beach is coastal community located on the Central Coast area of California in the southern portion of San Luis Obispo County (the "County"). It sits astride Pacific Coast Highway 1 and Highway 101 approximately eight miles south of the City of San Luis Obispo. Pismo Beach is 196 miles north of Los Angeles and 249 miles south of San Francisco. The population was 7,655 at the 2010 census. The current estimated population of the City is 7,981 according to the California Department of Finance for January 1, 2022. The City is a residential community and a tourist destination situated directly on the Pacific Ocean and extends to the east into the foothills of the coast range mountains. During peak summer months, the City's population rises as high as 30,000. Temperatures are mild year-round, average highs are between 60 and 80 degrees; lows are in the 40s and 50s. Average annual rainfall, mostly occurring between December and March, is approximately 15 inches per year. The City provides dispatching services to the City of Grover Beach.

The City's Information Technology Staff & Resources

The City's Administrative Services Director serves as the IT Director for the City and also has an IT Manager. The IT Manager supervises one IT help desk technician. The City has contracted out technology services with Channel Islands Technology Integrators' Group (CITIG) since 2014 to provide various computer support services. In addition, the City has formed a Computer Information System Committee (CISCOM), which is headed by the IT Manager and staffed by at least one member from each City Department to provide IT services throughout the City, primarily serving as Department liaisons related to various Technology Master Plan projects and IT initiatives. A Technology Steering Committee, made up of the City Manager and Department Heads oversee the work of CISCOM. The City of Grover Beach will be providing support limited to their systems used by the City to provide them dispatching services.



Public Safety Center Construction Project

The City is in the design phase for the Public Safety Center Construction Project. The construction project will build a new Police station and Emergency Operations Control (EOC) center. The existing Police station will be renovated into a Fire station. Depending on the final chosen design, the contract may be expanded to migrating the technology out of the existing Fire station to their temporary location and then back in, once the remodeling is completed. The final design is expected to be approved in early May 2023. Construction is expected to last 18-24 months.

As part of the design phase, the City developed IT design specifications for the buildings involved in the construction project. The IT design specifications cover radio, networking, telephone systems, computer systems, and other related technology needs. The designers are tasked with ensuring that their designs will meet the IT design specifications.

3. PROJECT SCOPE

The City envisions three phases for this project. The first is coordinating the migration of the Police department out of their current building to three temporary locations. The second is helping to ensure that the new building meets IT design specifications. The third phase is coordinating the migration of the Police department from their temporary locations to their new building. The project manager will work with the City's IT Manager on all coordination and scheduling. The project manager will also work with the City's construction project manager and other members of the City's Public Safety Facilities team.

Phase One (Approximately March 2023 - November 2023)

The Police Department is currently located at 1000 Bello St. in Pismo Beach. Before construction starts on the Public Safety Center, the Police department needs to move to 3 temporary locations. Dispatch services including 911 call answering services for both the City of Pismo Beach and the City of Grover Beach will move to the IT Manager's office at the Pismo Beach City Hall located at 760 Mattie Rd. 911, radio, and computer systems located in the Police department's IT room will be moving to the IT room at Pismo Beach City Hall. Backup Police systems and the City's connection to the County network will be installed at the City of Grover Beach Police Department located at 711 Rockaway Ave., Grover Beach, CA 93433. Patrol and all vehicles with in-car video cameras will be moving to 585 Dolliver. Records, Property, Detectives, and Police Administration will be moving to the building at 330 Main.

The project manager will also be involved with looking over the remodel plans for the buildings at 585 Dolliver and 330 Main to ensure that they will meet the needs of the Police department.



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Address	Technology Located at Address
585 Dolliver	Surveillance Cameras, 3 x Body Camera upload stations, In-car video upload access point, 4 x computer workstations, 2 x printers, 2 x evidence label printers, wired and wireless networking equipment
760 Mattie Rd.	911 system, radio consoles, 5 x physical Police servers, 2 x storage systems, 3 x dispatch consoles, 1 x records query computer, 3 x radio consoles, 4 x 911 call workstations, 3 x printers, 1 x fax machine, wired networking and security equipment
711 Rockaway	3 x Backup Police servers, 1 x storage system, backup radio console server, wired network and security equipment, County connection point
330 Main	Surveillance Cameras, 14 x computer workstations, 1 copy machine, 5 printers, wired and wireless networking equipment, 2 x fax machines

All of the 4 above locations will be connected with leased 1 Gbps duplex fiber circuits. In a hub and spoke design with City Hall (760 Mattie Rd.) as the hub.

Phase Two (Approximately December 2023 - March 2025)

The project manager will review plans to ensure they comply with the IT design specifications and IT needs of the City. Coordinate needed changes with the architect, City design team, and City IT division.

Phase Three (Approximately April 2025 to May 2025)

The project manager will assess the needs of any IT systems added at the temporary locations during construction. Coordinate testing of any new systems as they are installed at the Police department. Coordinate the migration and testing of existing systems to the new building. Schedule and coordinate go-live events of systems at the new building.

B. QUALIFICATIONS SUBMITTAL

1. FORMAT

Your qualification submittal must include the following information:

- a. Qualifications submittal form with Application Checklist (see Section E for form)
- b. Table of Contents
- c. Firm Profile – State whether your firm is local, national, or international. Also include the following for the office this work would originate from:
 - 1) Size of the Firm and size of local office
 - 2) Location of the office, where the work on this engagement is to be performed
 - 3) Number and nature of the professional staff to be assigned to this project on a full-time basis.
 - 4) Number and nature of staff to be assigned to this project on a part-time basis.



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- 5) Identify the supervisory and management staff who will be assigned to the engagement and provide resumes for each person that will be assigned to this engagement as well as provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.
- d. Qualifications Details
 - 1) Provide experience of your firm in providing IT project management to other similar governmental agencies with similar populations.
 - 2) Provide in detail how your firm would add value to this process. Set forth a work plan, including the methodology and processes to be followed to perform the services as identified in Section A Project Scope.
 - 3) Provide the availability of your firm to begin working on the project beginning on March 27, 2023.
 - 4) Provide any other information that would assist us in evaluating your qualifications.
- e. Cost Proposals:
 - 1) Provide a cost proposal for these services, illustrating the task based on the scope of work, the resource (staff member), estimated hours per resource, resource hourly rate, and total cost for each task and the overall project cost.
 - 2) Any other fees, i.e. not-to-exceed travel budget.
- f. References – Provide references from at least three companies and/or municipal agencies for whom you have provided similar services. (see Section E for form)

Note: For ease of electronic preparation, vendor may prepare their own submittal forms as long as they contain the same information in a similar format.

2. WHERE AND WHEN TO SUBMIT

Please send a completed qualifications package consisting of no more than 25 pages to the City Clerk, 760 Mattie Road, Pismo Beach, CA 93449. The deadline for submittals is Friday, March 24, 2023 before 2:00 p.m as determined by www.time.gov. Each qualifications package must be submitted in the format described in the RF specifications Section B and accompanied by any other required submittals or supplemental materials.

3. SUBMITTAL LENGTH AND COPIES

Please provide the City with five copies and one electronic copy. Proposals should not exceed 25 pages, including forms, attachments, and supplemental materials. The proposal should be prepared simply and economically, providing a straightforward, concise presentation of the information requested.



4. QUALIFICATIONS REVIEW AND AWARD SCHEDULE

The following is an outline of the anticipated schedule for qualification review and contract award:

Schedule Item	Deadline
RFP release	February 28, 2023
RFP questions submitted to jtakagi@pismobeach.org	March 15, 2023
RFP questions answered by Jason Takagi to all firms that provide an with email address	March 17, 2023
RFP submission deadline	March 24, 2023
Selection of Semi-Finalists	April 4, 2023
Semi-Finalists interviews*	April 12, 2023
Selection of Consultant	April 13, 2023
Contract for Consultant Services	May 2, 2023
Estimated Police move out date to temporary facilities	Fall 2025

*The City may select a firm without interviews. At the discretion of the City, interviews may be arranged with the semi-finalists to assist in making a final selection. Selection shall be based upon evaluation criteria, the committee's recommendations, and subject to City Manager approval. It is the City's intention to select one firm to perform all services.

C. EVALUATION CRITERIA

A selection team of City Police and IT staff will evaluate the RFP submittals based on several factors. These factors are as follows:

- ❖ Experience & Expertise
 - Previous related work experience and qualifications in the subject area of personnel assigned
 - Demonstrates a clear knowledge of IT and operations
 - Demonstrates a clear understanding of scope of work and other technical issues related to this project

- ❖ Overall Methodology
 - Overall approach to the project.
 - Additional services, innovative data collection methods, cost-saving measures, products, etc. will be considered for their usefulness or contribution to the project



- ❖ Resources
 - Availability of essential personnel based on current workload and future commitments including how many hours each person will dedicate to the project
 - Adequacy of amount and quality of resources

- ❖ References
 - References and recommendations of previous clients
 - History and performance of firm/project team on similar projects.

- ❖ Cost of Services

D. EXISTING TECHNOLOGY ENVIRONMENT

1. EXISTING INFRASTRUCTURE OVERVIEW

Interested firms may email jtakagi@pismobeach.org for a list of existing public safety infrastructure.

2. EXISTING APPLICATIONS

Interested firms may email jtakagi@pismobeach.org for a list of existing public safety applications.

E. SUBMITTAL FORMS

Along with other information about your qualifications to provide the City with an IT Strategic Plan as outlined in Section B, include the following forms in your submittal:

- Qualifications submittal form with Application Checklist
- References

For ease of electronic preparation, vendor may prepare their own submittal forms as long as they contain the same information in a similar format.



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1. QUALIFICATIONS SUBMITTAL FORM WITH APPLICATION CHECKLIST

The authorized representative identified below declares that she or he:

1. Has carefully examined the Request for Qualifications
2. Is thoroughly familiar with its contents.
3. Is authorized to represent the proposing firm.

Firm Name and Address

<i>Contact Name</i>	
<i>Phone</i>	<i>Email</i>

Authorized Representative

<i>Name</i>	
<i>Title</i>	<i>Date</i>

Checklist

- Qualifications Submittal Form with Application Checklist (this page)
- Table of Contents
- Firm Profile
- Qualification Details
- References (pages 13-14)



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2. REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name or by the principal assigned to this engagement: _____ years.

Describe fully the last three contracts performed by your firm or the principal assigned to this engagement that demonstrates your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name	
Contact Individual	
Email Address	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2

Customer Name	
Contact Individual	
Email Address	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	



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Reference No. 3

Customer Name	
Contact Individual	
Email Address	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	



F. QUESTIONS

Please submit all questions to Jason Takagi, jtakagi@pismobeach.org. The question and the answer will then be forwarded to all firms that provide an e-mail address. All questions must be submitted no later than March 15, 2023. Responses will be provided by March 17, 2023.

G. DRAFT PROFESSIONAL SERVICES AGREEMENT

CITY OF PISMO BEACH VENDOR AGREEMENT FOR PROFESSIONAL SERVICES

This Vendor Agreement for Professional Services (“AGREEMENT”) is made and entered into as of the date the AGREEMENT is fully executed by all parties (the “Effective Date”), by and between the City of Pismo Beach, a municipal corporation (“CITY”), and **Name of Vendor** (“VENDOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

RECITALS:

CITY wishes to retain the services of an experienced and qualified VENDOR to provide the following services:

Summary description of services to be provided.

VENDOR represents and warrants that it is qualified to perform those services.

AGREEMENT:

I. SERVICES TO BE PERFORMED BY VENDOR

VENDOR will provide the services listed in the Scope of Services attached hereto as **Exhibit A**. VENDOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Extra work beyond that described in the Scope of Services is not authorized without the express written approval of CITY. VENDOR shall request and receive written approval prior to performing any extra work. Any work beyond that reflected in the approved Scope of Services shall not be compensated by CITY unless prior written approval was provided under this paragraph. CITY’s City Manager may approve additional work not to exceed thirty thousand dollars (\$30,000.00). Any additional work in excess of this amount shall be approved by the City Council. To the extent that Exhibit A is a proposal from VENDOR, 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 by CITY in writing.



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II. TERM

Unless earlier terminated in accordance with Section IV below, or unless the Scope of Services are substantially completed, the AGREEMENT will continue in full force and effect from the Effective Date through **Month XX, 202X**. Upon mutual written agreement, the term of this AGREEMENT can be extended annually under the same terms for an additional one (1) year period, or longer as the parties agree in writing.

III. COMPENSATION

A. VENDOR's Fee

For services rendered pursuant to this AGREEMENT, VENDOR will be paid in accordance with the Compensation Schedule attached hereto as **Exhibit B**. However, in no event will the total amount of money paid VENDOR, for services initially contemplated by this AGREEMENT and associated expenses, exceed the sum of **write out dollar amount** dollars (**\$00,000.00**), unless otherwise first approved in writing by CITY. Should this AGREEMENT be extended pursuant to Section II, VENDOR's fee may be adjusted upon the written agreement of the parties, in the form of an amendment to this AGREEMENT.

B. Schedule of Payment

VENDOR will submit invoices monthly for actual services performed and associated expenses. 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 CITY disputes any of VENDOR's fees it shall give written notice to VENDOR 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 therefor.

IV. TERMINATION OF AGREEMENT

A. CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon VENDOR at least ten (10) days' prior written notice. Upon receipt of said notice, VENDOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If CITY suspends or terminates a portion of this AGREEMENT, such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

B. In the event this AGREEMENT is terminated pursuant to this Section, CITY shall pay to VENDOR the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the AGREEMENT pursuant to this Section, VENDOR will submit an invoice to CITY pursuant to Section III.



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V. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, "acts of God," inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

VI. RETENTION OF FUNDS

VENDOR authorizes CITY to deduct from any amount payable to VENDOR (whether or not arising out of this AGREEMENT) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of VENDOR's acts or omissions in performing or failing to perform VENDOR's obligations under this AGREEMENT. In the event that any claim is made by a third party, the amount or validity of which is disputed by VENDOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of VENDOR to insure, indemnify, and protect CITY as elsewhere provided in this AGREEMENT.

VII. CITY REPRESENTATIVE

The Title of City staff member is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this AGREEMENT and to make all decisions in connection with this AGREEMENT. Whenever approval, directions, or other actions are required by CITY under this AGREEMENT, those actions will be taken by CITY Representative, unless otherwise stated. CITY's City Manager has the right to designate another CITY Representative at any time, by providing notice to VENDOR.

VIII. VENDOR REPRESENTATIVE(S)

The person(s) employed by VENDOR whose name(s) are set forth immediately following the signatures of the parties executing this AGREEMENT are designated as being the representative(s) of VENDOR authorized to act on its behalf with respect to the work specified in this AGREEMENT and make all decisions in connection with this AGREEMENT.

IX. INDEPENDENT CONTRACTOR

VENDOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents will have control over the conduct of VENDOR or any of VENDOR's employees, except as otherwise set forth in this AGREEMENT and then only as to the results to be accomplished and not the method by which VENDOR provides the Scope of Services.



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VENDOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

X. BUSINESS LICENSE

VENDOR must obtain a CITY business license prior to the start of work under this AGREEMENT, unless VENDOR is qualified for an exemption.

XI. OTHER LICENSES AND PERMITS

VENDOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this AGREEMENT.

XII. VENDOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

- A. VENDOR 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. VENDOR shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services.
- B. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. VENDOR shall provide free access to the representatives of CITY or its designees 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. Upon completion of, or in the event of termination or suspension 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 CITY and may be used, reused, or otherwise disposed of by CITY without the permission of VENDOR. With respect to computer files, VENDOR shall make available to CITY, at VENDOR's office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. VENDOR 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 VENDOR in the course of providing the services under this AGREEMENT.
- C. All plans, studies, sketches, drawings, reports, and specifications as herein required are the property of CITY, whether the work for which they are made be executed or not. In the event this AGREEMENT is terminated, and at the end of the term of this AGREEMENT, all such plans, studies, sketches, drawings, electronic documentation, reports, and specifications shall be delivered immediately to CITY. VENDOR may retain one copy of each document for VENDOR'S



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records, but shall have no proprietary rights to them. CITY agrees to indemnify VENDOR against any damages caused by the unauthorized re-use of said documents.

XIII. INDEMNIFICATION

A. Non-design, non-construction Professional Services:

To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), VENDOR shall indemnify, defend, and hold harmless CITY, and its elected officials, officers, employees, volunteers, and agents ("CITY Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of VENDOR's performance or VENDOR's failure to perform its obligations under this AGREEMENT or out of the operations conducted by VENDOR, including CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of CITY. In the event CITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to CITY Indemnitees or at CITY's option, reimburse CITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

B. Non-design, construction Professional Services:

To the extent the Scope of Services involve a "construction contract" as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of paragraph A. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), VENDOR shall indemnify, defend, and hold harmless the CITY, and its elected officials, officers, employees, volunteers, and agents ("CITY Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of VENDOR's performance or VENDOR's failure to perform its obligations under this AGREEMENT or out of the operations conducted by VENDOR, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of CITY. In the event CITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to CITY Indemnitees or at CITY's option, reimburse CITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

C. Design Professional Services:

In the event VENDOR is a "design professional," and the Scope of Services require VENDOR to provide "design professional services" as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs A or B. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) VENDOR shall indemnify, defend and hold harmless CITY and its elected officials, officers, employees, volunteers and agents ("City Indemnitees"), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of VENDOR, except to the extent caused by the sole negligence, active negligence or willful



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misconduct of CITY. Negligence, recklessness or willful misconduct of any subcontractor employed by VENDOR shall be conclusively deemed to be the negligence, recklessness or willful misconduct of VENDOR unless adequately corrected by VENDOR. In the event CITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to CITY Indemnitees or at CITY's option, reimburse CITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to VENDOR under this paragraph exceed VENDOR's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, VENDOR shall meet and confer with other parties regarding unpaid defense costs.

- D. Payment by CITY is not a condition precedent to enforcement of the indemnities in paragraph A, B, or C. In the event of any dispute between VENDOR and CITY, as to whether liability arises from the active negligence, sole negligence or willful misconduct of CITY or its officers, employees, or agents, VENDOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating CITY as having been actively negligent, solely negligent or as having engaged in willful misconduct. Except as otherwise required by Civil Code Section 2782.8, VENDOR 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. The provisions of this Section 13 shall survive completion of VENDOR's services or the termination of this AGREEMENT.

XIV. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No elected official, officer, employee, or agent of CITY will be personally liable to VENDOR, in the event of any default or breach by CITY or for any amount that may become due to VENDOR.

XV. INSURANCE

- A. Without limiting VENDOR's indemnification of CITY, and prior to commencement of the Scope of Services, VENDOR 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 that is satisfactory to CITY.
1. General liability insurance. VENDOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) 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.
 2. Automobile liability insurance. If VENDOR owns vehicles used in performing the Scope of Services in any manner, VENDOR shall maintain automobile insurance at least as broad as Insurance Services Office (ISO) form CA 00 01 covering bodily injury and property damage for all activities of VENDOR arising out of or in connection with any



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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.

3. Workers' compensation insurance. VENDOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000), as required by law.
4. VENDOR 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.
5. Errors and Omissions/Professional Liability. VENDOR shall maintain a policy of professional liability insurance written on a claims-made basis in an amount not less than \$1,000,000. VENDOR shall also procure and pay for appropriate tail coverage for a minimum of three years following completion of the Scope of Services to cover any errors or omissions occurring during the Term. In the alternative, VENDOR may elect to obtain equivalent coverage on an occurrence basis. CITY's Risk Manager or City Attorney may waive the requirement of professional liability insurance if he/she determines that such a policy is not commercially available to VENDOR. If such a policy is commercially available, additional cost to VENDOR in obtaining such a policy shall not be a basis upon which the insurance requirement will be waived.

B. Other provisions or requirements:

1. Proof of insurance. VENDOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. 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 at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements to such policies, at any time.
2. Duration of coverage. VENDOR shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by VENDOR, its agents, representatives, employees, or subconsultants.
3. Primary/noncontributing. Coverage provided by VENDOR 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 CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
4. 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,



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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 VENDOR or CITY will withhold amounts sufficient to pay premium from VENDOR payments. In the alternative, CITY may terminate this AGREEMENT as provided in paragraph IV.

5. 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 CITY's Risk Manager.
6. 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 officials, agents, officers, employees, and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
7. Enforcement of contract provisions (non-estoppel). VENDOR acknowledges and agrees that any actual or alleged failure on the part of CITY to inform VENDOR of non-compliance with any requirement imposes no additional obligations on CITY nor does it waive any rights hereunder.
8. 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 VENDOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.
9. Notice of cancellation. VENDOR agrees to oblige its insurance agent or broker and insurers to provide to 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. In the event VENDOR's policy of insurance cannot be endorsed to provide this notice of cancellation, VENDOR shall provide CITY notice of such cancellation, in writing, not later than 24 hours following the effective time of such cancellation.
10. Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. Each such insurance policy shall contain language substantially similar to the following clause:



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"The City of Pismo Beach, its elected and appointed officials, officers, employees, and agents are named as additional insureds as respects operations of the named insured performed under contract with the City of Pismo Beach."

CITY need not be named as an additional insured on professional liability insurance policies.

11. 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 by CITY's Risk Manager or City Attorney.
12. Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that VENDOR'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.
13. Pass-through clause. VENDOR agrees to ensure that its sub-consultants, sub-contractors, and any other party providing any work under the Scope of Services under the direction of VENDOR, provide the same minimum insurance coverage and endorsements required of VENDOR. VENDOR 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. VENDOR agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in performing work under the Scope of Services will be submitted to CITY for review.
14. CITY's right to revise specifications. CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving VENDOR ninety (90) days' advance written notice of such change. If such change results in substantial additional cost to VENDOR, CITY and VENDOR may renegotiate VENDOR's compensation.
15. 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. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
16. Timely notice of claims. VENDOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from VENDOR's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.
17. Additional insurance. VENDOR 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 Scope of Services.



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XVI. SUBCONTRACTORS

Before VENDOR retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, VENDOR must:

- A. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to CITY;
- B. Present to CITY the form of subcontract that will be used with the subcontractor for CITY's approval, which approval will not be unreasonably withheld. Such subcontract agreement must include an indemnity agreement that is generally in accord with the indemnity obligations contained in paragraph XII of this AGREEMENT and must specifically name CITY as an indemnified party; and
- C. Secure from the subcontractor evidence of insurance coverage that meets with this AGREEMENT including naming CITY as an additional insured as required by this AGREEMENT, unless such requirement is waived in writing by CITY's Risk Manager as provided in paragraph XXV below.

XVII. CONFLICT OF INTEREST

No officer or employee of CITY may have any financial interest, direct or indirect, in this AGREEMENT, nor may any officer or employee participate in any decision relating to the AGREEMENT that affects the officer or employee's financial interest or the financial interest of any corporation, partnership, or association in which the officer or employee is directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

XVIII. NOTICE

All notices, requests, demands, or other communications under this AGREEMENT will be in writing. Notice will be sufficiently given for all purposes as follows:

- A. Personal delivery. When personally delivered to the recipient; notice is effective on delivery.
- B. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice; notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.



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- C. Certified mail. When mailed certified mail, return receipt requested; notice is effective on receipt, if delivery is confirmed by a return receipt.
- D. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice; notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as set forth immediately following the signatures of the parties executing this AGREEMENT.

- F. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- G. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT. Any change in address or fax number that is not provided to the other party will not void delivery of any notice under this AGREEMENT, and delivery to the last known address or fax number shall be deemed sufficient for notice under this AGREEMENT.

XIX. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This AGREEMENT and all exhibits are binding on the heirs, successors, and assigns of the parties. The AGREEMENT may not be assigned or subcontracted by either CITY or VENDOR without the prior written consent of the other.

XX. INTERPRETATION

The terms of this AGREEMENT shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this AGREEMENT or any other rule of construction that might otherwise apply.

XXI. SEVERABILITY

If any part of this AGREEMENT is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the AGREEMENT will remain in full force and effect.



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XXII. TIME OF ESSENCE

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

XXIII. GOVERNING LAW; JURISDICTION

This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of and venue for any litigation arising from the AGREEMENT will be in the Superior Court of the San Luis Obispo County, or in the United States District Court for the Central District of California.

XXIV. COMPLIANCE WITH STATUTES AND REGULATIONS

VENDOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders. VENDOR and its subcontractor(s) shall not discriminate against any person in the performance of this AGREEMENT on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, disability, or any other basis protected by state or federal law, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.

XXV. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this AGREEMENT.

XXVI. ATTORNEY'S FEES

Except as provided for in paragraph XV, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this AGREEMENT (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this AGREEMENT, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment, including post judgment attorney's fees costs and expenses and any attorneys' fees or costs incurred on appeal of any judgment.

XXVII. EXHIBITS

All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference. In the event of any conflict between the terms of this AGREEMENT and the terms of an exhibit, the terms of this AGREEMENT shall control. Notwithstanding the foregoing sentence, the provisions of Section XIII of this AGREEMENT shall not be altered, amended, limited or otherwise affected in any manner by any language included in an exhibit to this AGREEMENT, even if such exhibit purports to affect the provisions of Section XIII.



XXVIII. VENDOR'S AUTHORITY TO EXECUTE

The persons executing this AGREEMENT on behalf of the VENDOR warrant that:

- A. the VENDOR is duly organized and existing under the appropriate State laws;
- B. they are duly authorized to execute this AGREEMENT on behalf of the VENDOR;
- C. by so executing this AGREEMENT, the VENDOR is formally bound to the provisions of this AGREEMENT; and
- D. entering into this AGREEMENT does not violate any provision of any other AGREEMENT to which the VENDOR is bound.

XXIX. INTEGRATION; AMENDMENT

This AGREEMENT represents the entire understanding of CITY and VENDOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this AGREEMENT. The AGREEMENT may not be modified or altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year last written below.

Signatures begin on next page.



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CITY:

City of Pismo Beach, a Municipal Corporation

Signed:

Name: DH Name

Title: Title

Dated: _____

Signed:

Name: James R. Lewis

Title: City Manager

Dated: _____

Address for giving notice (See Section XVIII):
760 Mattie Road, Pismo Beach, CA 93449

ATTEST:

Signed:

Name: Erica Inderlied

Title: City Clerk

APPROVED AS TO FORM:

Signed:

Name: David M. Fleishman

Title: City Attorney

Attachments:

Exhibit A: Scope of Service

Exhibit B: Compensation Schedule

VENDOR:

Vendor Name

Signed:

Name: _____

Title: _____

Dated: _____

Address for giving notice (See Section XVIII):

Email address for official communications:

Vendor Representative (See Section VIII):

Name/Title: _____