



Request for Proposals (RFP)

IT Managed Services

City of Big Bear Lake

39707 Big Bear Blvd.

P.O. Box 10000

Big Bear Lake, CA 92315

DATE: July 8, 2019

Proposals Due: August 30, 2019

Tom Jakobsen

ClientFirst Technology

tjakobsen@clientfirstcg.com

1. **RFP Overview**

1a. Introduction

- 1a1. The City of Big Bear Lake (herein referred to as Big Bear Lake) recently completed an IT Assessment. The results of the Assessment outline planned technology upgrades and improvements. To request a copy, please email Tom Jakobsen at ClientFirst Technology Consulting at tjakobsen@clientfirstcg.com. Preliminary project budgets will not be shared at this time.
- 1a2. City Information Technology and Support are currently outsourced. The IT Assessment recommended that Big Bear Lake review the outsourcing arrangement and solicit competitive proposals for IT Managed Services.
- 1a3. Big Bear Lake is requesting proposals from qualified vendors to provide IT Managed Services as well as the technology upgrades outlined in Year 1 of the IT Assessment.

1b. Vendor Information

- 1b1. Vendor responses will be evaluated based on the details provided. Preferences will be afforded to the vendor that provides a comprehensive, cost-effective solution for current specifications, future capacity requirements, relevant experience, and ongoing service and support.
 - 1b1a. **INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS:** The vendor shall, before submitting its proposal, carefully study and compare the components of the documents and the conditions under which the work is to be performed.
 - 1b1b. The vendor shall review the RFP documents to determine if there are any particular requirements for this project that may impact the preparation of the proposal, including indemnity, insurance, and any other requirements.
 - 1b1c. In the event the vendor has any questions regarding the meaning of any part of the documents, or finds any error, omission, inconsistency, or ambiguity in the documents, the vendor shall make a written Request for Clarification prior to submitting its proposal. Requests for Clarification or interpretation of documents shall be addressed only to Tom Jakobsen, ClientFirst Technology. It shall be the vendor's responsibility to ensure that any such request is submitted to Big Bear Lake in a timely manner in order to allow Big Bear Lake to issue a written addendum. In submitting a proposal in response to this RFP, vendor is certifying that it takes no exceptions to this RFP including, but not limited to, the attached agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, vendor is directed to carefully review the attached agreement and, in particular, the insurance and indemnification provisions therein.
 - 1b1d. If necessary, Big Bear Lake shall make clarifications, interpretations, corrections, and changes to the documents by addendum issued as provided in these instructions. Purported clarifications, interpretations, corrections, and changes to the documents made in

any other manner shall not be binding on Big Bear Lake, and vendors shall not rely upon them.

- 1b1e. **REPLY FORMAT:** The vendor's proposal and signed acknowledgment of terms and conditions, as well as all attachments, must be returned to the above email address by the due date. Vendors must submit one (1) copy of the proposal in electronic format (PDF or Word) via email to Tom Jakobsen at tjakobsen@clientfirstcg.com. Vendors are required to clearly identify any limitations or exceptions to the requirements defined in this RFP. Alternative approaches will be given consideration if the approach clearly offers increased benefit to Big Bear Lake. Big Bear Lake is not responsible for non-receipt or misdelivery, and it is the vendor's responsibility to ensure Big Bear Lake has received their communication.
- 1b1f. **VENDOR QUALIFICATIONS:** The vendor must have been in business doing this type of work for at least the last three years. Specifically, the vendor must have done similar projects for other government agencies.
- 1b1g. **RESPONSIVENESS AND SELECTION PROCESS:** The decision for selection will be made on a combination of criteria, including: comprehensiveness of proposal, responsiveness and adherence to format, quality and completeness of proposal, qualifications and experience of the firm or partnership with same or similar equipment/services, vendor's ability to perform in a timely fashion, technical merits of specifications, system capabilities, reliability, and flexibility, system design and implementation, total cost (including ongoing operating costs), local project team and subcontractor/consultant qualifications, reputation of vendor and products in similar installations, and Big Bear Lake's perception of vendor's stability within the industry.
- 1b1h. Big Bear Lake reserves the right to reject any and all proposals or waive any minor errors, discrepancies, or irregularities. The selection will be at the discretion of Big Bear Lake and may be made in any manner that best meets the needs of Big Bear Lake.
- 1b1i. **SUBCONTRACTORS:** Big Bear Lake prefers a proposal with a single or primary vendor. If a vendor partnership submits a proposal, a primary vendor who will be responsible for all hardware, software, integration, and implementation services shall be identified. This primary vendor will be responsible for the satisfactory performance of all subcontractors performing work under this contract.
- 1b1j. **FIRM PRICES:** All quotes shall be held firm for a minimum of 120 days after the proposal due date to allow adequate time for Big Bear Lake to consider each proposal and make an award. Upon receipt of its proposal by Big Bear Lake, the vendor shall be presumed to be thoroughly familiar with all aspects of this work. The failure or omission to examine any location, equipment, form, instrument, or document shall in no way relieve the vendor from any obligation with respect to this proposal.

1c. General RFP Submittal Information

1c1. Big Bear Lake’s designated staff and consultant will evaluate proposals received. Big Bear Lake reserves the right to retain all proposals submitted.

1c2. **PUBLIC RECORDS AND PROPRIETARY INFORMATION:** Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by Big Bear Lake and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either Big Bear Lake and the successful proposer have completed negotiations and entered into an Agreement or Big Bear Lake has rejected all proposals. All correspondence with Big Bear Lake including responses to this RFP will become the exclusive property of Big Bear Lake and will become public records under the California Public Records Act. Furthermore, Big Bear Lake will have no liability to the vendor or other party as a result of any public disclosure of any proposal or the Agreement.

If a vendor desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the vendor must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a vendor submits trade secret information, the vendor must plainly mark the information as “Trade Secret” and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, Big Bear Lake is not in a position to establish that the information that a vendor submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, Big Bear Lake will provide vendors who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

1c3. Submission of a proposal indicates the vendor’s acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Big Bear Lake and the consultant selected.

1c4. The preparation of the RFP will be at the total expense of the vendor. There is no expressed or implied obligation for Big Bear Lake to reimburse responding vendors for any expense incurred in the preparation of proposals in response to this RFP. All proposals submitted to Big Bear Lake shall become properties of Big Bear Lake and will not be returned.

1c5. Big Bear Lake reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of Big Bear Lake.

1c6. The vendor may recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP.

1d. Vendor Walk Through

1d1. Big Bear Lake has scheduled an optional vendor walk through for 10AM Pacific Time on July 15, 2019. The walk through will begin promptly in the City Hall lobby.

1e. Intent to Propose

1e1. If, upon review of this RFP, your firm intends to propose, please signify such by sending an email to Tom Jakobsen at tjakobsen@clientfirstcg.com by July 22, 2019. All who signify their intent to propose will receive all questions, answers, addendums and other vendor communications related to this RFP.

1f. RFP Questions

1f1. Questions with regard to this RFP should be submitted by email to Tom Jakobsen, ClientFirst Technology, at tjakobsen@clientfirstcg.com by 4:00 pm PST on July 22, 2019, questions submitted after this deadline may not be reviewed or answered. All firms sending questions will receive response to all questions and any other addenda that may be released via email on August 2, 2019.

1g. Schedule

Table 1 - Schedule

| Schedule | Date |
|--------------------------------|--------------------------|
| Release RFP | July 8, 2019 |
| Vendor Walk Through (Optional) | July 15, 2019, 10:00 AM |
| Deadline for Intent to Propose | July 22, 2019, 4:00 pm |
| Deadline for Questions | July 22, 2019, 4:00 PM |
| Response to Questions | August 2, 2019 |
| Proposals Due | August 30, 2019, 4:00 PM |
| Big Bear Lake Review | September 2019 |
| Vendor Award | October 2019 |

2. **Scope and Specifications**

2a. Overview and Approach

2a1. **APPROACH:** In this section, the vendor must include its approach to providing efficient and effective IT support 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. Vendors should provide descriptions of their approach to the following:

2a1a. Help Desk Support

2a1b. Help Desk Availability and Response Times

2a1c. Service-Level Metrics

2a1d. After-Hours Support

2a1e. Support Tracking

2a1f. Desktop Applications Support

2a1g. Active Directory Administration (add, change, delete users)

2a1h. Exchange and Office 365 Administration

2a1i. Network Administration

- 2a1j. Security Administration
- 2a1k. Managed Services Technology
- 2a2. Vendor shall also list any resources, assistance, or other items expected to be provided by Big Bear Lake (computer, office, etc.)
- 2b. Current Technology Environment
 - 2b1. There are approximately 50 desktops and laptops and 15 printers/copiers. Big Bear Lake wishes to deploy field-based tablets in the future.
 - 2b2. Existing workstations are primarily Windows 7 Professional. Electronic mail is currently Exchange 2010.
 - 2b3. Big Bear Lake's website is hosted externally.
 - 2b4. Big Bear Lake has two major facilities:
 - 2b4a. The Civic Center complex which includes City Hall, Big Bear Lake Performing Arts Center, and the main computer room.
 - 2b4b. Public Works and Corp. Yard. A secondary computer room has been designated and will be funded as a part of the IT Assessment.
 - 2b5. These facilities are connected by a single-mode fiber. Multiple buildings at the Corp. Yard are connected by fiber.
 - 2b6. The eight servers are not virtualized.
 - 2b6a. Three servers are virtualized using Hyper-V.
 - 2b6b. Two servers are virtualized using VMware ESXi 5.5 servers support GIS and a centralized 2012 R2 SQL server.
 - 2b7. Server operating systems are a mix of 2008 R2 and 2012 R2. Active Directory is 2008 R2 with two 2012 R2 domain controllers.
- 2c. Network Design and Configuration Services
 - 2c1. Network switching is a mix of Enterasys and HP products with Ubiquiti wireless access points.
 - 2c2. Firewall is Juniper.
 - 2c3. Internet connection is provided by Charter Communications.
 - 2c4. Telephony is ShoreTel and is not in the scope of this RFP.
 - 2c5. Cell phones and mobile broadband services are not in the scope of services for this RFP. Support of remote access to email on cell phones and tablets (through Microsoft ActiveSync) is in the scope of this RFP.
 - 2c6. Video camera surveillance systems at each facility are external to the data network and managed through a separate support agreement not within the scope of this RFP.
- 3. **Outsourced Technology Scope of Services**
 - 3a. Service Delivery
 - 3a1. Vendor shall provide a full-service Help Desk from 8:00 a.m. to 5:00 p.m. Pacific Time.
 - 3a1a. Vendor to provide eight hours of scheduled on-site support each week. Vendor to have the ability to provide on-site resources (as

needed) Monday through Friday, including escalation resources as necessary. NOTE: During winter months, accommodations will be made for winter weather conditions.

- 3a1b. Vendor to provide 24-hour on-call resources for urgent priorities that may need immediate response on-site and/or remotely. NOTE: Big Bear Lake does not have any 24/7 operations, however public meetings and events in the theater may require after-hours support. Vendor proposals must include how end users will be serviced for off-hour requests (i.e., evenings, weekends, and holidays).
- 3a2. Vendor shall manage all aspects of Help Desk service delivery as a single point of contact, including:
 - 3a2a. Tier 1, 2, and 3 problem resolution
 - 3a2b. Service request tracking
 - 3a2c. Problem management
 - 3a2d. Call escalation management
 - 3a2e. Dispatch
 - 3a2f. Knowledge management
 - 3a2g. Self-help
 - 3a2h. Manage the team providing services to Big Bear Lake
 - 3a2i. Manage performance of vendor's personnel and services, and continually seek opportunities to enhance and improve performance
 - 3a2j. All Help Desk tickets will be reviewed and prioritized by Big Bear Lake staff.
 - 3a2k. Provide Big Bear Lake monthly service level reports and access to monitoring tools. Staff may participate in receiving alerts and alarms.
- 3a3. Operations will be focused on delivering exceptional customer service. The Vendor will be required to measure and monitor customer service and provide monthly reports on customer service delivery. Vendor will also provide a process for customer service escalations and remediation.
- 3a4. Throughout this section, please note any third-party software tools that Big Bear Lake will be required to procure or that the vendor will be licensing on Big Bear Lake's behalf. Include all costs in your proposal.
- 3b. Desktop Hardware and Software Maintenance Support
 - 3b1. Service provided in this area supports desktop hardware, laptops, desktop software, and the peripheral devices attached to them. A wide variety of applications are in use across departments.
 - 3b2. Desktop Client Services include:
 - 3b2a. Hardware break/fix
 - 3b2b. Software break/fix
 - 3b2c. Peripheral break/fix (i.e., printers, scanners, copiers, fax, audio/visual equipment)
 - 3b2d. Technology refresh

- 3b2e. Installations, moves, additions, and changes
- 3b2f. Troubleshoot and fix desktop (on-site or remotely) and network issues
- 3b3. Desktop Application Services include:
 - 3b3a. Basic troubleshooting and connectivity support to City applications
 - 3b3b. Image management
 - 3b3c. Patch management (all applications)
 - 3b3d. Implement antivirus automated scheduled scans and automatic definition updates (no manual updates or scan)
 - 3b3e. Electronic software distribution
 - 3b3f. Integration and testing
 - 3b3g. Mobile Device Management for all laptops, tablets, and cell and smart phones
- 3b4. Asset Management Services include:
 - 3b4a. Physical inventory
 - 3b4b. Asset receiving
 - 3b4c. Asset tracking
 - 3b4d. Software license management
 - 3b4e. Asset disposal
- 3c. Communications/Network Administration, Maintenance, and Projects
 - 3c1. Communications/Network Administration includes maintaining and monitoring the communication through Big Bear Lake network, ensuring optimal performance. This includes, but is not limited to, data network and wireless infrastructure, protocol, handsets, mobile devices, switches, and VLANs.
 - 3c2. The communication/network responsibilities include regular patching, updates, firmware and service pack updates, network operating system upgrades, and the monitoring, maintaining, and optimization of all the services and devices. The network projects include documenting and ensuring standardizations across the network (e.g., VLANS, device management).
 - 3c3. The network projects will also include maintaining the current environment, as well as changes and improvements to existing operations, including new capabilities. Network projects may be scheduled in advance or may be required on an as-needed basis.
 - 3c4. The responsibilities include, but are not limited to:
 - 3c4a. Maintaining all WAPs, controllers, switches, and VPNs; providing network design and engineering expertise to maintain network
 - 3c4b. Evaluating and applying security patches and upgrades
 - 3c4c. Monitoring network performance and capacity
 - 3c4d. Identifying potential limitations before traffic on the network increases to the point that it affects system performance

- 3c4e. Keeping inventory and maintenance records for all network equipment and ensuring documentation and recoverability of network device configurations
 - 3c4f. Providing or scheduling repairs and maintenance necessary to continue operations and meet approved service levels
 - 3c4g. Coordinating and communicating maintenance and upgrades with Big Bear Lake to minimize impact to operations
 - 3c4h. Diagnosing, investigating, and identifying root cause to network problems
- 3d. Microsoft Server Administration, Exchange, and Security
- 3d1. This section includes the maintenance of all aspects of information security, incident management, physical security, system security and integrity, virus and malware protection, access control, and auditing. Vendor responsibilities include, but are not limited to:
 - 3d1a. Microsoft server administration; with access provided by City, set up users, manage access to resources (file shares/printers), and implement security for each per City requirements
 - 3d1b. Exchange environment
 - 3d1c. Maintain security settings, software, and firmware on all network equipment, computers, and laptops
 - 3d1d. Ensure devices have the latest available security patches and firmware installed
 - 3d1e. Implement a remote access tool to maintain a secure remote access environment using appropriate technologies
 - 3d1f. Provide remote access administration that complies with City policies
 - 3d1g. Provide assistance to maintain Active Directory and Group Policies
 - 3d1h. Apply and maintain City policies for file system security and user access
 - 3d1i. Provide and maintain security on desktops (antivirus)
 - 3d1j. Provide and support an antivirus solution (solution requires approval by City)
 - 3d1k. Ensure Big Bear Lake security policies are enforced on endpoints
 - 3d1l. Perform regular maintenance and auditing to ensure security on all devices
 - 3d1m. Monitor and respond to logs on endpoints, antivirus, and patching
 - 3d1n. Utilize a secure Password Management System for the storage and maintenance of Big Bear Lake technology device passwords. Vendor to provide City with administrative rights to designated City staff.
- 3e. Purchasing
- 3e1. The majority of maintenance agreements with vendors are managed and maintained by Big Bear Lake. However, vendor may be responsible for assisting with the procurement of IT-related equipment and software as

requested. Vendor will be responsible for obtaining quotes for maintenance or warranty renewals.

3e2. Vendor will follow all City purchasing policies.

3e3. **OUTSOURCED IT SERVICES:** All purchases of hardware and software shall be updated in an asset database with serial numbers, warranties, and expiration dates.

3f. Documentation

3f1. Vendor shall create and maintain accurate and updated technology documentation, including, but not limited to:

3f1a. Device configuration version control

3f1b. Change control documentation, including thorough test plans

3f1c. Standard procedures (i.e., patch management)

3f1d. Updated equipment, application, warranty, and license lists

3f1e. Vendor contact list

3f1f. Network diagrams

3f2. The documentation shall be audited and inventoried on an annual basis. A quarterly update will be sent to the designated IT contact for review.

3g. Service Levels

3g1. This Statement of Work and Service Level Agreement (SLA) aims to ensure that the vendor meets Big Bear Lake's business requirements for availability, reliability, and secure services that are backed by service levels. By meeting these objectives, Big Bear Lake aims to:

3g1a. Improve end user experience and productivity

3g1b. Standardize the environment (hardware and software)

3g1c. Improve security, data management, and backup

3g1d. Improve asset management and control

3g1e. Improve total cost of ownership management while supporting Big Bear Lake's initiatives

3g2. Vendor shall adhere to the following minimum service levels. Vendor shall deliver a monthly report (SLA Report) documenting performance according to the agreed-upon service levels set forth below. Any SLA that is not met will require a remediation plan included in the SLA Report that will be implemented in less than 30 days.

Table 2 - Priority Levels

| Priority | Response Time | Resolution Time |
|---|-------------------|---|
| Urgent (multiple staff members unable to function) | 2 hours | 90% resolved in less than 8 hours |
| High Priority (single system down or critical function unavailable) | 4 business hours | 90% resolved in less than 16 hours |
| Medium Priority (a single program or function does not work) | 8 business hours | 75% resolved in less than 24 business hours |
| Low Priority (issue reduces productivity, but work around exists) | 16 business hours | 75% resolved in less than 1 week |

3h. Account Administration, Management, and Reporting

- 3h1. Vendor is responsible for maintaining a high level of service and accurate reporting on that service. Account administration includes, but is not limited to, the following services and reports:
 - 3h1a. Prepare and deliver Service Level Agreement Reports (monthly)
 - 3h1b. Report of all Help Desk tickets or reported incidents that have been open more than three days (weekly)
 - 3h1c. Summary report of all tickets opened, closed, or worked during the month, with a status for each
 - 3h1d. Prepare and conduct an IT Satisfaction Survey (annually)
 - 3h1e. Perform Annual Technology Assessment to include current state of all hardware, software, licenses, vendors, diagrams, and recommendations for improvements, innovation, new technology, including improvement and sustainability projects
 - 3h1f. Attend IT meetings on-site or via teleconference
 - 3h1g. Provide current status of service request or project (as needed)
- 3h2. Vendor will be required to sign a Professional Services Agreement, which is attached hereto and incorporated herein by this reference.

3i. Transition/Onboarding

- 3i1. City staff will provide access to all computer rooms and equipment.
- 3i2. City staff will coordinate date and time for transition of passwords (and responsibility) with current vendor.

4. Proposal Costs

- 4a. Please provide proposed costs for services using the tables below.
 - 4a1. The below tables are meant to provide vendors with sufficient information for pricing based on their particular service model.
 - 4a2. Quantities may not be exact, a final inventory and true-up will be required within the first three months of services.
- 4b. Provide proposed costs for personnel for an average of eight hours of on-site support per month. On-site support to include IT management, reporting, and budgeting. Special projects and project-related work are not included in on-site support. Using the table below, please provide monthly costs for support services.

Table 3 - Help Desk Tasks

| Task | Hourly Rate | Annual Cost |
|--|-------------|-------------|
| On-site IT Support resolution (eight hours per week) | | |

4c. **MANAGED SERVICES** - Using the table below, please provide monthly costs for support services. Big Bear Lake expects managed services to include 8-5 Help Desk support and remote support. Note that the purchase and installation of managed services software will be the responsibility of the vendor.

Table 4 - Managed Service Costs

| Managed Services | Quantity | Monthly Cost |
|--------------------|----------|--------------|
| Desktops | 45 | |
| Laptops | 5 | |
| Switches | 16 | |
| Firewall | 1 | |
| Physical Servers | 13 | |
| 3 Access Points | 5 | |
| Total Monthly Cost | | |

4d. Below is a list of projects budgeted in Fiscal Year 2019-2020:

Table 5 – Budgeted Projects

| Project | Description |
|--|---|
| PC Replacement | Replace 10 PCs (each fiscal year) |
| Mobile Computing | Up to 12 iPads, Surface Pros, or hardened tablets |
| Network refresh | Replace existing network equipment, upgrade VLANs |
| UPS in main computer room | Replace old UPS system in main computer room |
| VMware upgrade and server refresh | Upgrade existing VMware and extend virtualization to additional servers |
| Wireless network improvements | Upgrade and expand wireless coverage |
| Office 365 for Email and Email Archiving | Move to Office 365 for Email and implement an easy to use cloud based email archiving solution. |
| Off-site backups | Replication of backups to Corp. Yard |
| Firewall Replacement | Replace Juniper firewall |

- 4e. Vendor will be expected to develop a scope of work and fee estimate for each of the above projects. In the table below, please provide an hourly rate schedule for the above projects and special projects that are outside of normal support. The below rates are for the duration of the contract.

Table 6 - Special Project Descriptions and Rates

| Title | Skill Set Description | Hourly Rate |
|-------|-----------------------|-------------|
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4f. Compensation or Payment Schedule

- 4f1. Vendor is required to submit their cost proposal. Vendor must state if the proposed rate is guaranteed for the anticipated term of the contract (five years) or if it is subject to adjustments. If subject to adjustments, vendor must state the frequency of adjustments and how adjustments are determined. For each approved visit, Big Bear Lake will compensate the vendor for up to a maximum of two hours of travel time.
- 4f2. Invoicing shall be monthly for services rendered. Detailed invoicing for all time and expense charges shall include:
 - 4f2a. Date of service
 - 4f2b. Who performed service
 - 4f2c. Description of service performed
 - 4f2d. Duration of chargeable time

4g. Alternate Proposals

- 4g1. Vendors are encouraged to propose alternate methods of providing the services requested by Big Bear Lake. All alternate proposals must be clearly labeled and must contain all costs associated with the proposed services.

5. Implementation

5a. Project Management

- 5a1. Vendor is expected to provide an Account Manager for Big Bear Lake. The Account Manager is expected to interface with Big Bear Lake’s technology liaison and management, and become the main contact for Big Bear Lake for the duration of the project.
 - 5a1a. The vendor project manager will be assigned to Big Bear Lake for the duration of the contract.
 - 5a1b. Big Bear Lake reserves the right to request a change in Account Manager based on performance.

5a1c. Project implementation will be coordinated with City schedules in order to minimize any disruptions to normal operations.

6. Submittal Instructions

6a. Please submit an electronic copy of the proposal signed by the firm's authorized agent by 4:00 PM on Friday, August 30, 2019 via email to Tom Jakobsen, with subject title "IT Managed Services". The proposal must be received before the specified time. Late proposals will not be considered. All questions, proposals, and comments must be submitted in writing via email only to:

Tom Jakobsen, ClientFirst Technology
Email: tjakobsen@clientfirstcg.com

6b. Interested parties shall not directly contact any City staff member or appointed officials about this procurement. All responses to questions will be in writing via email and will be provided to all proposers who provided contact information as part of their intent to propose email submitted timely to Tom Jakobsen at the email address listed above.

6c. Submission Requirements

6c1. All proposals must be written within a single document in PDF or MS Word format.

6c1a. **TITLE PAGE:** Should include the subject of the proposal, the proposing company's name and postal address, the name, email address, and telephone numbers of a contact person, the date of the proposals, and signature of a duly authorized official representing the vendor.

6c1b. Table of Contents

6c1c. Executive Summary

6c1d. Company Background (number of years actively providing professional services for data and voice implementation services, location of office from which service will be provided, and company's normal business hours [PST] for office-providing services)

6c1e. Explanation of staff related to certifications, knowledge, and experience related to providing IT Support to Big Bear Lake.

6c1f. A statement indicating whether or not the firm, in the event of award, would be able to provide insurance meeting or exceeding the requirements and acceptance of Big Bear Lake's standard consultant agreement.

6c1g. Description of any claims, lawsuits, or legal settlements your firm has had in the past and/or those that are currently pending

6c1h. Project experience and a minimum of three (3) references

6c1i. Scope of Services Response and Implementation Plan

6c1j. Support Services – Indicate the level and nature of support available

6c2. Proposals must include:

6c2a. The firms' qualifications and experience performing similar projects

- 6c2b. A list of the proposed staff members who will be assigned to this project as well as their qualifications
 - 6c2c. A list of a minimum of three references from at least one of which is a government agency for whom the firm has provided similar services
 - 6c2d. A project plan with a timeline for delivery of the requested proposed scope of work
 - 6c2e. A cost sheet showing any and all charges for performing the services in the proposed scope of work
 - 6c2f. Proposals shall be signed and dated by an authorized officer with a guarantee that the proposal will be valid for a minimum of 120 days
- 6d. Selection Process
- 6d1. RFP responses will be reviewed by a cross-functional team that is representative of City staff. The evaluation will be based on vendor's response to the *Submission Requirements* section.
 - 6d2. An unsatisfactory-rated proposal will not be considered further by Big Bear Lake. Reference checks may consist of phone and/or email inquiries to any current or past customer of the vendor, either provided by vendor or contacted independently by Big Bear Lake. All vendors will be notified by email at the conclusion of the selection process
- 6e. **INSURANCE.** Vendor shall not commence work for Big Bear Lake until it has provided evidence satisfactory to Big Bear Lake it has secured all insurance required in the attached agreement.

ATTACHMENT A
MODEL PROFESSIONAL SERVICES AGREEMENT

Attached Behind This Page

**CITY OF BIG BEAR LAKE
PROFESSIONAL SERVICES AGREEMENT**



This Agreement is made and entered into as of _____, 20____ by and between the City of Big Bear Lake, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 39707 Big Bear Boulevard, Big Bear Lake, California 92315 (“City”), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

(hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.” **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.” **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **[Insert Term or Time of Performance].**

[If engaging the Consultant for a particular term, use the following provision]

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). **[If the City has specific milestones or timelines for performance, please input those requirements in the “Activity Schedule” attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach “Activity Schedule” as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party

describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of

that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Cyber Liability

(i) The Consultant shall procure and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Cyber Liability Insurance, in a form and with insurance companies acceptable to the City which shall include the following coverage:

- (1) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- (2) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- (3) Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- (4) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- (5) Liability arising from the failure to render professional services.

(ii) If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the contract.

f. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

| | <u>Combined Single Limit</u> |
|------------------------------|---|
| Commercial General Liability | \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage |
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage |
| Employer's Liability | \$1,000,000 per occurrence |
| Professional Liability | \$1,000,000 per claim and aggregate (errors and omissions) |
| Cyber Liability | \$1,000,000 per occurrence/loss |

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

g. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

h. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

i. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

j. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

k. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code

Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

[Delete the following provision and renumber all further provisions, if not applicable.]

15. City Material Requirements.

Consultant is hereby made aware of the City’s requirements regarding materials, as set forth in **[Insert the name of the document that contains the City’s standard material requirements]**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination

occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Big Bear Lake
39707 Big Bear Boulevard
Big Bear Lake, California 92315
Attn: [***INSERT NAME & DEPARTMENT***]

CONSULTANT:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no

director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Federal Requirements [***INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***]

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF BIG BEAR LAKE
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF BIG BEAR LAKE

[INSERT NAME OF CONSULTANT]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A
Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C

Activity Schedule

EXHIBIT D

Federal Requirements