



REQUEST FOR PROPOSALS

For The Preparation Of An

INFORMATION TECHNOLOGY STRATEGIC PLAN

For The

CITY OF ALAMEDA

June 29, 2016

Due Date: July 18, 2016

I. Introduction

The City of Alameda, California is known as the Island City and is often referred to as the “Jewel by the Bay.” This unique community of approximately 76,638¹ residents in the San Francisco Bay Area is connected to the East Bay mainland by four bridges and two subterranean tubes, and by ferry service to San Francisco. The Oakland International Airport/FedEx Bay Area hub is seven miles away from downtown Alameda and less than 15 minutes by car from Alameda’s major business parks. The City is centrally located near main transportation arteries. Bay Area Rapid Transit (BART) stations are minutes away by bus, shuttle, or car. The AC Transit Transbay bus line to San Francisco runs every weekday in 15 to 30 minutes intervals during commute hours.

The City of Alameda is seeking proposals from qualified service providers to provide an overall Strategic Plan for the City’s IT Function. The objective of this project is to develop and articulate a vision and roadmap for the effective use of technology to support the work of the City of Alameda (City). The City is focused on the proposed IT Strategic Plan as the cornerstone of our efforts to improve the balance between demand for new and emerging technology, and available IT resources, including staff and capital and operating funds. The City seeks a qualified consultant to develop a five (5) year Information Technology (IT) Strategic Plan to guide the City over the next five years in planning, procuring, implementing and managing current and future investments and resources. The strategic plan will also include IT governance and staffing levels.

It is expected that the selected firm will prepare an IT Strategic Plan that contains specific immediate and future goals, strategies and an Implementation Plan, outlining timing, anticipated costs and funding sources for each Implementation Action. Proposers responding to this Request for Proposals (RFP) must have proven expertise and extensive experience in the assessment of IT Systems and a successful track record of creating and implementing IT strategic plans for municipalities and similar public agencies. Examples of successful project by the proposer in similar work that has achieved the desired outcome of the clients and in particular has met the goals of reliability and sustainability, is also desirable.

II. Scope of Work, Fee Proposal, and Schedule

The detailed Scope of Work is attached as Exhibit A. The City looks to the Consultant Team to present a cost-effective fee proposal to complete the Scope of Work. The estimated schedule for completion of the report is three months.

III. Submittal Requirements

The City is requesting that submitted proposals contain the following information in the ensuing order:

1. Letter of Interest: A letter expressing the Consultant Team’s interest in being considered for the IT Strategic Plan. Please include a statement regarding the Consultant Team’s

availability to dedicate time, key project staff, and resources to this work over the next several months (1-page maximum).

2. Project Understanding and Approach: A statement demonstrating your understanding of the proposed project and of Alameda's local government climate. Describing your approach to completing the Proposed Scope of Work, a competitive fee proposal, and a schedule. Explain how the Consultant Team will leverage work that has been previously conducted to achieve completion of the project as efficiently and effectively as possible. Please discuss any ideas for cost-effectively modifying, clarifying, or improving the Proposed Scope of Work (3-page maximum).
3. Project Manager/Key Staff/Team Experience: Please include information about the specific relevant experience and billing rates for the proposed Project Manager and all other applicable staff. A Project Manager must be designated and must be the principal contact for the City. Please include information describing the experience of the Project Manager and key staff with similar projects. Please highlight and provide three of the most recent examples of experience with developing municipal IT Strategic Plans and successful consensus-building engagement process between city departments. Please provide references for each example cited, including phone number and email address of contacts. References for each example cited for the Project Manager and key staff (5-page maximum).
4. Scope, Fee Proposal, and Schedule. Based on the Proposed Scope of Work, please provide a detailed scope of work, task-by-task fee proposal, and task-by-task schedule. Proposers are encouraged to critically evaluate the Proposed Scope of Work and recommend revisions to achieve a better IT Strategic Plan, or a more efficient use of time and resources.
5. Comments/Questions on the City Standard Consultant Agreement: The City standard consultant agreement is attached for your consideration (see Exhibit A, "City Standard Consultant Agreement"). If the Consultant Team has any questions/concerns related to any provisions of the standard form contract, they must be submitted in writing with your response to this Request for Proposals.

IV. Selection Process

Based upon the submitted written responses to this RFP, the City's selection team will review and rank the proposals according to the following criteria:

- A. The Consultant Team's past experience and results with similar projects (25 percent)
- B. The quality and experience of the Project Manager and key staff persons who will be working on the project (20 percent)
- C. The Consultant Team's demonstrated understanding of the proposed project and the Alameda community, and of the need for an efficient and effective approach to successfully completing the project (20 percent).
- D. The Consultant Team's ability to deliver a high-quality, user friendly, hard and soft IT Strategic Plan document with a competitive fee proposal and efficient schedule. Total

project cost and a practical, effective approach to performing the Scope of Work will be among the major factors in selecting a Consultant Team (35 percent)

- E. The Consultant Team's ability to meet the City's standard contract requirements, attached as Exhibit A (confirmation is required in order to be eligible to submit proposal)

City staff will select a maximum of four (4) Consultant Teams to interview. Staff anticipates interviewing Consultant Teams between Monday, August 1 and Thursday, August 4, selecting a preferred consultant and completing contract scope negotiations by mid-August.

The City is not liable for any cost incurred by any Consultant Team prior to the award of a contract. Costs for developing proposals in response to this request are entirely the obligation of the Consultant Team and shall not be chargeable to the City in any manner.

The City will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability or national origin in the contract award. The City reserves the right to reject any and/or all proposals at its discretion.

V. Submittal Instructions

Please submit five (5) hard copies of the proposal and one electronic pdf version of the proposal on a flash drive by 3:00 PM on Monday, July 18, 2016, to the following address:

Carolyn T. Hogg
Information Technology Director
950 W Mall Square, Room 200
Alameda, California 94501

Late proposals will not be accepted regardless of postmark.

VI. Questions

Carolyn T. Hogg, Information Technology Director chogg@alamedaca.gov or 510-747-7495, is available to answer questions regarding the RFP.

Exhibits

Exhibit A: Scope of Work for the Information Technology Strategic Plan
Exhibit B: City Standard Consultant Agreement

Exhibit A: Scope of Work

The following Scope of Work is provided to guide but not limit the Consultant Team. The Scope of Work outlined below is the minimum required. It is intended to produce an Information Technology Strategic Plan that focuses on deliberate thoughtful technologies to support the City of Alameda for the next five years, with a focus on short term and long term options. The goal is to assist the City with an overall Strategic Plan for the City's IT Function. The Plan should include a comprehensive IT Assessment of existing technologies used throughout the City and provide recommendations to help support the City's future technology pathway.

Background

Some of the City's IT environment consists of the following:

Finance and Human Resource - Sungard eFinancePLUS and HRMS system
City Clerk – Granicus
Public Works – SeeClickFix and Lucity
Community Development - Accela Automation
Recreation and Parks - Class
Library - Sirsi Dynix Database System (Horizon)
Police – Data911, Tiburon/TriTech CAD/RMS, NetMotion, Verizon
Alameda Municipal Power – ESRI ArcGIS, Cayenta Financials, Harris Northstar
Citywide – Microsoft Active Directory and Exchange, LaserFiche
Network – City Departments are interconnected by a fiber-based municipal area network utilizing mixed network components (primarily Cisco).

Many of the support systems are cloud based. There are approximately over 700 Network Users, 520 Desktop Computers, 6 City Data Centers, and approximately 100 physical servers^[SC1]. The City has 15 departments and multiple locations that are supported. The Information Technology Department (IT) is the main support for the City's IT systems including Fire, Police, Public Works, Recreation and Parks, Library, and other general city functions. Alameda Municipal Power provides its own IT services while collaborating with the City's IT for some shared functions. As such, there are technical subject matter experts residing in departments other than IT that work to provide the IT function.

Objective

The City is seeking proposals from qualified service providers to provide the City with an overall five (5) year Strategic Plan to guide the City in planning, procuring, implementing, and managing current and future technology investments and resources. The Strategic Plan should develop and articulate a vision and roadmap for the effective use of technology to support the work and varied functions of the City. The City is focused on the proposed IT Strategic Plan as the cornerstone of our efforts to improve the balance between demand for more and better technology and available IT resources (including staff and funds).

Desired elements of the plan should include, but are not limited to:

1. A comprehensive assessment of existing technologies and staffing that will identify current strengths and weaknesses; including documentation of existing City information system business processes
2. Assess ADA compliance:
 - a. Online services and technologies for the public; third party services as well
 - b. Web Content Accessibility Guidelines version 2.0 Level AA Success Criteria
 - c. Identify accessibility barriers and make compliance suggestions
3. Gap analysis of technology/processes
4. Identify opportunities for increased efficiency in City operations through technology
 - a. Include trending technologies as well as well as recommendations of strategies for continual assimilation of such technologies.
 - b. Strategy for implementing new technology.
 - c. Provisions for continuous IT improvement and sustainability.
 - d. Integration or succession of legacy systems.
 - e. Recommendation for IT Investments.
5. Review, assess and recommend IT Governance strategies:
 - a. Include staffing recommendations
 - b. Review and recommend current Policies as well as gaps in Policy.
 - c. Decision making recommendations
 - d. Communications provisions for departments, end users, vendors etc.
6. Assess and make recommendations for the City's Systems (including prioritization, risk levels, time to implement, cost, etc.):
 - a. Enterprise Systems and System Requirements
 - b. Legacy Systems
 - c. Network Infrastructure and Wireless
 - d. Network Security
 - e. Data and Endpoint Security
 - f. Desktop Environment
 - g. Servers and Virtualization Infrastructure
 - h. Storage and Back-ups
 - i. Telecommunications
 - j. Database Architecture Analysis
 - k. Business Continuity and Disaster Recovery
 - l. Web Based Services
 - m. Mobile Devices and Remote Accessibility
7. Recommendations for cost savings and efficiencies between departments and with respect to available regional partnerships and collaboration strategies. Include any environmental improvements (green initiatives).

The City does not wish to limit the Proposer or dictate what is being proposed, but is most interested in the Proposer developing a plan they believe will most effectively meet the City's objectives of assessing current gaps and developing a plan for improved business systems. The plan should specify the ways in which recommended technology solutions will improve City

operations and overall service delivery, and streamline operations to achieve increased productivity. Therefore, the Proposer may include other elements than those listed above.

The Proposer must provide a proper and comprehensive plan and timeline of how they will complete this project as part of their proposal. Recommendations should be prioritized accordingly.

The City looks to the Proposer to present a cost-effective fee proposal to complete the Scope of Work and provide an estimated schedule for completion of the report, including interviews with the various City Departments.

City Provided Resources

City staff resources will be available to aid in the development of the IT Strategic Plan. The City will provide the consultant with accessibility to City staff, work space, internet access, and facilities for meetings and interviews.

The consultant shall be provided with the City's mission, goals and objectives as well as any appropriate policies.

It staff and technical teams will provide assistance to the consultant in evaluating, assessing, and understanding the City's current IT infrastructure and IT business processes.

Consultant Roles and Responsibilities

The consultant will evaluate the City's current technology environment, including services provided, infrastructure, existing vendor contracts, funding, and service methodology. The consultant will also evaluate the City's current IT governance structure and IT organizational structure to ensure that these best meet the City's business and technology needs through the most appropriate service provision agreements, resource availability and reporting relationships. The consultant will be responsible for facilitating events, conducting interviews, gathering, quantifying, analyzing, and reporting on all information obtained throughout this process.

The consultant will provide a Project Manager to establish the project plan including timeline, milestones, tasks, reports, communications plan, and manage project activities to meet project requirement.

The consultant will document assessments and present recommendations that will help ensure the City's ability to effectively use technology to support its business needs. The consultant will identify the risks associated with a lapse in service or systems that will no longer be supported within the next five years. To address implementation of the IT Strategic Plan, in spite of financial constraints, the report will need to prioritize the recommendations.

Other Considerations

Alameda Municipal Power has recently completed a perimeter Security Assessment. This document shall be available for review to the awarded proposer after this project has been awarded and should be incorporated into the Strategic Plan. Any confidential items that are contained in these documents may or may not be released as part of this project. If any confidential information is deemed necessary to be released to the awarded party, it shall be the

understanding of the awarded party that these are to remain confidential. In addition, the City may require a confidentiality agreement.

Other information may be included in the proposal if the vendor deems it essential. Other information may be considered as part of the proposal and may or may not be a deciding factor in the selection of a proposal.

Exhibit B: City Standard Consultant Agreement

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 20___, by and between CITY OF ALAMEDA, a municipal corporation (the “**City**”), and COMPANY, (a California corporation, partnership, sole proprietor, individual), whose address is ADDRESS, (the “**Provider**”), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: _____
City staff issued a RFP/RFQ on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for the creation of an Information Technology Strategic Plan for the City of Alameda, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the ___ day of _____ 20___, and shall terminate on the ___ day of _____ 20___, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference.

Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for the work under this Agreement is not to exceed \$_____.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and

professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental

examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Information Technology Department
950 W. Mall Square, Room 200
Alameda, CA 94501
ATTENTION: Carolyn T. Hogg
Ph: (510) 747-7495

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

[Provider Name]
[Department]
[Address]
[City, State, zip]
ATTENTION: [Title]
Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where

any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda

which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

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

COMPANY
(A California corporation, partnership,
sole proprietor, individual)

CITY OF ALAMEDA
A Municipal Corporation

NAME
TITLE

Jill Keimach
City Manager

NAME
TITLE

RECOMMENDED FOR APPROVAL

Carolyn T. Hogg
Information Technology Director

APPROVED AS TO FORM:
City Attorney

Farimah Brown
Sr. Assistant City Attorney