



# Request for Qualification

## Network Support Services

**Date:** October 11, 2012

### **Organizational Background**

511 Contra Costa (511CC) is a comprehensive Transportation Demand Management (TDM) program that promotes alternatives to the single occupant vehicle. We encourage green commuting using alternative modes of transportation that improve traffic congestion and air quality by maximizing the use of the entire transportation network including carpooling, vanpooling, telecommuting, bicycling, walking, transit, ferries and trains.

Funding for 511CC programs and projects is provided primarily by the [Bay Area Air Quality Management District's Transportation Fund for Clean Air](#) and the Contra Costa local half-cent sales tax, known as Measure J, approved by voters in the County in 2004 and administered by the [Contra Costa Transportation Authority](#). For additional information about our agency, please visit <http://511contracosta.org>.

The fiscal and legal agent for the 511CC Program is the City of Pleasant Hill. Contractual requirements will be predicated by the City's Professional Services Agreement. (Sample Professional Services Agreement is attached).

### **RFQ Objectives**

511CC seeks to acquire the services of a qualified firm located in (or have field staff in) the San Francisco Bay Area to serve as our networking and computer services partner. The successful firm will conduct initial set up of existing LAN equipment including server, routers, firewall, PCs, printers, and copy machine, once the equipment is professionally moved from Suite 360 to Suite 110, and provide ongoing support for our staff, systems, and infrastructure. It is expected that the initial LAN set up will occur around November 3-4, 2012. Our networking partner will be able to:

- Work effectively under the direction of 511CC's technology systems administrator
- Support the required technologies used by 511CC
- Work with 511CC staff using strong customer support skills and maintain a friendly and professional manner
- Provide sufficient staff support as needed primarily during regular working hours and some off hours (when required).

## **Description of Current Technology**

511CC current system a wired local area network which is composed of MS Exchange Server, firewall and spam filter. Nightly backups are conducted and stored offsite. A VPN is utilized by staff to remotely access files on the shared network. An FTP account is utilized to share large files with outside agencies. The current operating system for the PCs is Windows 7. The office Ricoh copy/fax machine is shared on the local area network.

## **511CC Office**

511CC's office is approximately 2,200 square feet and has three private offices, nine workstations, one conference room, a work/production room, and a server room. In addition to workstation PCs staff currently use iPhones to access MS Outlook emails and contacts. There are five laptops that are also utilized by staff to conduct work remotely or for presentations.

## **Required Technology Experience**

Our networking partner should be proficient and have experience with the following technologies:

- Windows Servers and networking or alternate system
- Experience with multi brand switching equipment
- Firewall technology
- Windows 7 account management and desktop support
- Citrix support
- WAN/ LAN infrastructure (IP, routing, QOS, Wireless)
- Printing setup, printing pools, wireless printing, shared printing
- Network Infrastructure Setup (Racking of equipment, installation of cabling)
- Understanding of VOIP technologies
- Providing basic support training to 511CC staff (restart server, add user accounts to network or PCs, troubleshoot printing issues, retrieve files from back up, etc).

## **Response**

Responses to the Request for Qualification should be delivered to 511CC via e-mail no later than 1 pm Monday, October 22, 2012. Qualifications should be sent to [robertscee@gmail.com](mailto:robertscee@gmail.com).

## **Responses must include the following:**

- Full description of services to be provided by the respondent.

- Detail of respondent's support staff, size, and amount of training and years of experience supporting the technology that are part of the recommended solution.
- Description of how services would be delivered to our Pleasant Hill office.
- Description of how support contracts are provisioned and how support is priced. Please include both regular and weekend/evening rates if different and travel costs if any.
- Description of how minor requests including desktop support, moves, additions and changes are requested and fulfilled.
- At least three (3) references that have used your professional services for a similar project.

**Finalist Interviews**

Upon receipt of the responses 511CC staff will select the party(ies) it feels can fulfill the requirements for an interview to discuss the response between October 22-24.

**Evaluation of Statement of Qualifications**

511CC staff will evaluate each written response based upon the following factors:

- The qualifications of the respondent and their staff
- The quality and feedback provided by the references included
- The cost competitiveness of the rate structures provided
- Ability to be responsive

**Partner Selection**

511CC will select and negotiate contract terms with the most qualified respondent. 511CC may negotiate with the next most qualified vendor if the negotiations with the most qualified respondent are unsuccessful. 511CC reserves the right to not award a contract should none of the statement of qualifications adequately address the requirements outlined in the RFQ.

**Preference**

511CC is committed to supporting economic development in Contra Costa County. We shall give additional consideration during the evaluation period to firms based in Contra Costa County.

**SAMPLE  
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 201\_\_\_, by and between the City of Pleasant Hill ("City") and \_\_\_\_\_, ("Consultant").

**RECITALS**

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

**AGREEMENT**

1. Scope of Services. The Consultant shall furnish the following services in a professional manner:

**Consultant shall relocate existing local area network equipment, computers, and printers from current office suite 360 to new office suite 110 and install the local area network, computers, printers, rack the equipment, and connect the Ricoh copy machine to local area network. Provide for and test nightly offsite network backups.**

**Consultant will provide ongoing IT support services to desktop stations, the LAN, firewall, and spam filtering system, resolve issues with software and hardware, and make recommendations for upgrades to software and hardware. Support services will also include minimal training of 511CC staff to perform basic troubleshooting tasks to include but not limited to; restarting server, restarting firewall, adding user MS accounts to network, troubleshoot printing issues, retrieve files from back up, establish user rights and permissions, etc. Consultant's Scope of Services is Attached as Exhibit A (at the time the contract is executed).**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work for the initial installation of new LAN shall be successfully completed no later than November 16, 2012. Continued IT support will be ongoing.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit B, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \_\_\_\_\_ without additional authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

6. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

7. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. The primary provider of the services called for by this Agreement shall be [insert name of provider], who shall not be replaced without the written consent of the City. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

8. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

9. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

**[If the Consultant does not have any employees, add the following to the end of subparagraph i.: "This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit \_\_."]**

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than two million dollars (\$2,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than two million dollars (\$2,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Pleasant Hill, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

10. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

11. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Pleasant Hill business license.

12. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Contra Costa, Martinez, California.

13. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: 511CC (c/o City of Pleasant Hill)  
Attn: Corinne Dutra-Roberts  
2300 Contra Costa Blvd, Suite 110  
Pleasant Hill, CA 94523-3323

If to Consultant: **[add name and address]**

14. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these

officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

15. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

16. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

17. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

18. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. Termination. This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF PLEASANT HILL:

CONSULTANT:

\_\_\_\_\_  
June W. Catalano  
City Manager

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

Title:\_\_\_\_\_

Business License # \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Marty McInturf  
City Clerk

Attachments:      Exhibit A – Scope of Services  
                         Exhibit B – Fee Schedule  
                         Exhibit C – Worker’s Compensation Waiver (if applicable)  
                         Exhibit D – Insurance Endorsements

Revised 7/1/09

**EXHIBIT A**  
**SCOPE OF SERVICES**

PLACE HOLDER

**EXHIBIT B**  
**FEE SCHEDULE**

PLACE HOLDER

**EXHIBIT C**

**CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE**

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at Pleasant Hill, California.

\_\_\_\_\_  
**[Add Consultant's name and title]**

**EXHIBIT D**  
**INSURANCE ENDORSEMENTS**

PLACE HOLDER