

**SAN MATEO COUNTY
HARBOR DISTRICT**

**REQUEST FOR PROPOSALS
RFP No. 2015-10- IT**

for

**INFORMATION TECHNOLOGY
SUPPORT SERVICES**

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received in the Administration Offices of the San Mateo County Harbor District (District) either by U.S. Postal Service addressed to its mailing address, P.O. Box 1449, El Granada, CA 94018; or by courier or personal delivery to the San Mateo County Harbor District, 504 Ave Alhambra, 2nd Floor, El Granada, CA, by **Tuesday, November 3, 2015 at 3:00 PM, Pacific Time**, for the following:

REQUEST FOR PROPOSALS (RFP) NO. 2015-10-IT

REQUEST FOR PROPOSAL FOR: INFORMATION TECHNOLOGY SUPPORT SERVICES

The San Mateo County Harbor District (“District”) is requesting proposals from qualified, professional technology vendors for Information Technology Support Services: to maintain the District’s IT and communications infrastructure and network, to set-up and configure new computers/peripherals, to provide required end-user support, and to develop a long range strategic plan for its future IT infrastructure, equipment and service needs.

The District hereby notifies all Proposers that it is the policy of the District to ensure nondiscrimination on the basis of race, color, national origin or sex in the award and administration of contracts.

Requests for modifications or clarifications of any requirement must be submitted in writing by email to: RFP@smharbor.com, or by U.S. Mail to U.S. Postal Service address above. All such requests must be received in District’s office by: **Thursday, October 15th, 2015, at 12:00 PM, Pacific Time**.

Proposals will be examined by District Staff, and reported to the San Mateo County Harbor District Board of Harbor Commissioners within one hundred twenty (120) calendar days after the proposals have been opened. The District reserves the right to reject any and all proposals; or to waive any irregularities or informalities in any proposal or in the proposal procedure; or to postpone the proposal opening for good cause. No Proposer may withdraw its proposal for a period of one hundred twenty (120) calendar days after the date of opening of the proposals. Each Proposer will be notified of award of contract, if an award is made.

The RFP Documents are available for download on the District’s website. To download the documents, go to the District’s website home page at <http://www.smharbor.com>, click on Requests for Proposals, scroll down to RFP No. 2015-10-IT.

Downloading RFP documents from the District’s website does not imply your firm is a potential proposer nor will your name automatically appear on the District’s “List of Potential Proposers.” In order to be included on the “List of Potential Proposers”, the District requests that all potential Proposers complete Special Note No. 1, “Potential Bidder’s/Proposer’s Form” in Word format, posted with the RFP Documents, and return the form to RFP@smharbor.com.

Ultimately, it is the responsibility of the Proposer to check the District’s website for any Addenda that may be issued relative to this RFP.

To inspect and obtain the RFP Documents, please contact the District’s Office by e-mail at RFP@smharbor.com or by telephone at (650) 583-4400.

1. INTRODUCTION TO DISTRICT

The San Mateo County Harbor District was established in 1933 by a Resolution of the Board of Supervisors of the County of San Mateo. Under that certain Act of the Legislature of the State of California entitled “An Act Providing for the Formation, Government and Operation of Harbor Districts, the Calling and Conducting of Elections in such District of Harbor Commissioners, defining their powers and duties, and providing for the issuance and disposal of bonds of such Harbor District, and providing for the assessment, levy and collection of taxes for the payment of such bond and for the ordinary annual expenses of such Harbor District,” approved June 10, 1931, and found in the Statutes of 1931 at page 1483.

The Harbor District’s boundaries are contiguous with the boundaries of San Mateo County.

The Harbor District operates two facilities, Pillar Point Harbor at Half Moon Bay in Princeton, and Oyster Point Marina/Park in the City of South San Francisco. Oyster Point Marina/Park is owned by the City of South San Francisco, but run by the Harbor District under a Joint Powers Agreement with the City of South San Francisco.

Oyster Point Marina/Park (“OPM”) in South San Francisco includes a 455-berth recreational marina, with access to San Francisco Bay. It includes a boat launching ramp, fuel dock and 300 foot fishing pier as well as a 33 acre park with hiking and jogging trails, picnic facilities and a 2.5 acre sandy beach.

Pillar Point Harbor (“PPH”) was established as a “Harbor of Refuge” in the Princeton area of Half Moon Bay, California. It is a working commercial fishing harbor and pier that also includes 369 berths, and an inner and outer breakwater with immediate access to the Pacific Ocean.

The District is governed by a five member Board of Harbor Commissioners, who are elected County-wide for staggered four-year terms.

2. PROPOSAL TIMELINE

Listed below is the Proposal Time Line that outlines pertinent dates of which Proposers should make themselves aware:

10/15/2015, 12:00 PM, PDT	Written requests for modification or clarification are due
10/22/2015	Response to requests for modification or clarifications (postmarked)
11/03/2015, 03:00 PM, PDT	Proposals Due
11/10/2015 (Tentative)	Proposer interviews, if held

These dates are subject to revision at the District’s discretion.

3. SUBMITTAL OF PROPOSALS

A. Requests for Modifications or Clarifications of the Proposal Specifications

Any requests for modifications or clarifications of the Request for Proposal shall be submitted in writing to the District Office at rfp@smharbor.com by **10/15/2015, 12:00 PM**. Any interpretation, change, or correction of said Request for Proposal will be made by Addenda only,

duly issued by the District Office no later than **10/22/2015**. Proposers should check the District's website at <http://www.smharbor.com> and click on Requests for Proposals to find any Addenda that may be issued relative to this RFP.

Copies of such Addenda will be mailed or otherwise furnished to each firm notifying District via Special Note No. 1, "Potential Bidder's/Proposer's Form" in Word format, posted with the RFP Documents. All oral modifications of these conditions are void and ineffective. The District reserves the right to reject any Proposal that contains unauthorized conditions or exceptions.

B. Proposal Due Date

Proposers are requested to submit *one (1) original, seven (7) hard copies, and one (1) flash drive or thumb drive, containing both an electronic PDF and word.doc copy*, of the Proposal to the District. In case of any discrepancies, the original will be considered by the District in evaluating the Proposal. The electronic version is provided for the District's administrative convenience only.

Proposals shall be submitted in a sealed envelope marked, **"REQUEST FOR PROPOSALS (RFP) NO. 2015-10-IT, INFORMATION TECHNOLOGY SUPPORT SERVICES"** plainly endorsed with Proposer's name and address.

Proposals shall be sent or delivered to the following address:

Mail To:
San Mateo County Harbor District
P.O. Box 1449
El Granada, CA 94018
Attention: Deputy Secretary of the District

Hand Deliver To:
San Mateo County Harbor District
504 Ave Alhambra, 2nd Floor
El Granada, CA 94018
Attention: Deputy Secretary of the District

Proposals must be received no later than **Tuesday, November 3, 2015, by 3:00 PM, Pacific Time**. Proposals received after the time and date specified will not be considered. The District is not responsible for deliveries delayed for any reason. The time received by the Deputy Secretary of the District shall determine the official time received. Submission of a Proposal shall constitute a firm offer to the District for one hundred twenty (120) calendar days from the submission deadline for Proposals.

Each Proposal Form must be signed by one or more individuals with authority to bind the Proposer to the Proposal. All Proposals without the appropriate signature(s) may be deemed non-responsive and may result in the rejection of the Proposal.

District staff will review all Proposals received and several finalists may be selected. These finalists may be invited to an oral interview. Please reserve **Tuesday, November 10, 2015**, as the tentative day planned for finalist interviews, should interviews be conducted. It is requested that

the attendees be restricted to those individuals who will have direct involvement with the proposed services.

C. Proposal Forms And Sample Documents

The following documents are included in this Request for Proposals (RFP). Attachments B and E must be completed and submitted with the Proposal.

Attachment A	Scope of Services
Attachment B	Cost Proposal Form
Attachment C	Sample Certificate of Insurance
Attachment D	Sample Professional Services Agreement
Attachment E	Acknowledgment of Addenda

4. PROPOSAL CONTENT

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that Proposals follow the following basic format. The successful Proposer is expected to provide services as outlined in this RFP's Attachment A – Scope of Services. Proposers shall prepare their response to fully address their ability to satisfy these components. Although the District is not specifying a page limit, **clarity and conciseness are essential** and will be considered during Proposal evaluation.

A. Cover Letter - The signed cover letter should be on company letterhead clearly stating the firm name of the Proposer, business address, telephone and facsimile numbers, and e-mail address.

The following information should be provided:

- Introduce the firm and summarize its qualifications.
- Name(s) of authorized principals with authority to negotiate and contractually bind the firm.
- A statement that binds the Proposer to the proposed Scope of Services and Cost Proposal Form for **one hundred twenty (120) calendar days**.
- Confirm acceptance of or indicate exceptions to the Sample Agreement.
- Indicate whether there are any conflicts of interest that would limit the Proposer's ability to provide the requested services.

B. Approach to Scope of Services - A demonstration of the Proposer's understanding of the proposed Scope of Services (Attachment A) is required as part of the Proposal. With respect to each task and deliverable described in the Scope of Services, discuss your approach and methodology for performing the services. Describe how you would staff each task, the qualifications of staff member(s) assigned, indicating primary and secondary responsibility, the level of effort required for each task, and how your staff would coordinate with and respond to

District staff. Propose a timeline for completion of each element of the design and implementation of the project.

C. Proposer's Qualifications and Experience - The following information should be included in the Proposal:

- (1) A brief description of the Proposer's qualifications for this Scope of Services and previous experience on similar or related work performed for local governmental agencies, including special districts, specifically port and harbor districts, if any. This description must include a summary of work performed, the period over which the work was completed, for whom it was performed, the location where it was performed, and the size of the Proposer's effort (i.e., cost and period of time).

Proposers must have at least five years of experience providing similar IT Support services to other similarly sized organizations.

Professional certifications from recognized organizations (e.g., CompTIA – Computing Technology Industry Association, Microsoft, Cisco, etc.) are preferred but not required.

- (2) The names of the lead individual and all key personnel who would be directly engaged in the performance of the Scope of Services. For each of these individuals, please submit:
 - (a) A description of their qualifications and background, and number of years of experience in performing the services;
 - (b) A list of references, including a brief description of the nature of the work performed by the individual for each reference; and
 - (c) A description of their experience with public agency clients and with special districts, specifically harbor and port district agencies, if any.
- (3) Provide contact information for three references for which the Proposer has provided similar services within the past three years. For each client submitted as a reference, Proposer shall supply a brief description of the work performed if not already detailed in a separate section.

D. State the Size, Structure, and Location(s) of Firm - Provide an organization chart that identifies the proposed client management team. Identify the primary staff person who will oversee the District's account and a listing of the names and titles of the staff who will support the District's account and describe the manner in which direction and supervision shall be exercised over the team by the firm's management and primary staff person.

E. Financial Stability - Provide pertinent information to allow the District to reasonably formulate a determination about the financial stability and strength of the Proposer such as financial references, financial statements, or other relevant documentation. Describe any administrative proceedings, claims lawsuits, settlements, or other exposures pending against the Proposer.

F. Acknowledgement of Addenda (Attachment E), if applicable

- (1) Experience in providing the specified services for similar operations and/or entities;
- (2) The Proposer's past experience and performance on comparable government engagements, if any;
- (3) Experience and qualifications of staff assigned to the account, including the proposed staff committed to the project (identified by name), the quality of such staff, and the proper balance of relevant skills;
- (4) Work performed for recent clients and references; and
- (5) Financial stability of the firm.

C. Cost Proposal Form

0 - 25 Points

This portion of the proposal will be evaluated based on the total cost as submitted by the Proposer on Attachment B, Cost Proposal Form. A Proposer's failure to submit a completed Cost Proposal Form may result in the District's determination that the proposal is non-responsive.

The District may reject any Proposal in which the technical approach, qualifications, or costs are not deemed to be within an acceptable or competitive range. The District may seek clarifications or additional information from any or all Proposers regarding their Proposals and may request modified Proposals or best and final offers.

Following the initial review and screening of the written Proposals, using the Selection Criteria described above, one or more companies *may* be invited to participate in the final selection process, which may include:

- A. Participation in an oral interview.
- B. Submission of any additional information as requested by the District.
- C. Checking references of firm and key personnel.
- D. Checking the firm's financial stability.

Upon completion of the final selection process, the District will rank each firm in accordance with the Selection Criteria above. The District may accept the highest-ranked Proposal or negotiate the terms and conditions of the Contract with the highest-ranked firm. If negotiations are unsuccessful, the District will terminate the negotiations with that firm and may open negotiations with the next highest-ranked firm. If negotiations with this firm are also not successful, the District may repeat the negotiations process with the next-highest-ranked firms, or, at its sole discretion, the District may reject all remaining Proposals.

The District reserves the right to conduct pre-award negotiations with any or all Proposers, and the right to award the Contract without negotiations. The District reserves the right to award the Contract without conducting interviews.

This RFP does not commit the District to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. The District reserves the right in its sole discretion to accept the Proposal it considers most favorable to the District's interest and the

right to waive minor irregularities. The District further reserves the right to reject all Proposals and seek new Proposals when such procedure is reasonable and in the best interest of the District.

7. **CONTRACT AWARD**

A. **Recommendation for Contract Award**

The Evaluation Committee shall make a recommendation to the District's General Manager, subject to approval by the Board of Harbor Commissioners. If an award of Contract is made, the District Board of Harbor Commissioners reserves the right to award the Contract to the responsive and responsible Proposer that it deems offers the most advantageous Proposal to the District and best meets the requirements of the District, including technical approach, qualifications, and cost.

B. **Form of Professional Services Agreement**

The firm selected by the District to perform the services outlined in this RFP will be required to execute a Professional Services Agreement, a sample of which is attached as Attachment D.

If a Proposer desires any modifications to the agreement, they must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement without modification.

Attention is directed in particular, to the Indemnification and Insurance requirements set forth in Sections 11 and 12 of the Agreement, Attachment D.

C. **Time for Execution of Contract**

The Proposer to whom award is made shall execute the Professional Services Agreement with the District within ten (10) calendar days after receiving it for execution. If the Proposer to whom award is made fails to enter into the Contract as provided, the award may be annulled and an award may, at the discretion of the District Board of Commissioners, be made to the Proposer whose Proposal is the next most acceptable in the opinion of the District Board of Commissioners. Such Proposer shall fulfill every stipulation of the RFP as if it were the party to whom the first award was made.

D. **Manner of Execution of Contract**

If the Proposer is an individual, the Contract shall be executed by the individual personally. If the Proposer is a co-partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one (1) of them.

If the Proposer is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

If the Proposer is a joint venture, the Agreement must be executed on behalf of each participating firm by officers or other authorized individuals. If the Proposer is an LLC, the Agreement must be executed by an officer or member who is authorized to bind the LLC.

E. Documents Deemed Part of Contract

The RFP, including all attachments, RFP Addenda, if any, the Consultant's Proposal as accepted by the District, and approved Contract amendments, will be deemed a part of the Contract and will constitute the Contract Documents. The Contract Documents shall include the documents listed below, in the following order of precedence:

- (1) Contract Amendments
- (2) Professional Services Agreement
- (3) Addenda (if any) to RFP
- (4) RFP
- (5) Consultant's Proposal, as accepted by the District

8. PROTEST PROCEDURES

Protests based upon restrictive requirements or alleged improprieties in the RFP procedure shall be filed in writing with the Deputy Secretary of the District at RFP@smharbor.com at least five (5) calendar days prior to Proposal opening. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon the District staff's recommendation for award of the Contract shall be submitted in writing to the Deputy Secretary of the District within forty-eight (48) hours of receipt of notice of staff recommendation of award. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Copies of the complete Proposal Protest Procedures are available at the Office of the Deputy Secretary of the District, 504 Ave Alhambra, 2nd Floor, El Granada, California.

Failure to comply with any of the requirements set forth in the District's written Proposal Protest Procedures may result in rejection of the protest.

9. CONFLICT OF INTEREST

By submitting a Proposal, the Proposer represents and warrants that no director, officer or employee of the District is in any manner interested directly or indirectly in the Proposal or in the Contract which may be made under it or in any expected profits to arise there from.

See Sample Agreement for additional conflict of interest provisions that will be in effect during the Contract term.

10. CONFIDENTIALITY

The California Public Records Act mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between the District and the Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential. Additionally, Proposer may not designate Proposal Forms as confidential.

If the Proposer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses related to the withholding of the proposer information. The Proposer shall not make a claim, sue or maintain any legal action against the District or its Commissioners, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If the Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

11. EX PARTE COMMUNICATION

Proposers and Proposers' representatives may not communicate orally with an officer, director, employee, or agent of the District, with the exception of the Procurement staff, Deputy Secretary of the District regarding this RFP until after a Notice to Proceed has been issued by the District. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

In the context of this RFP, an "ex parte communication" is any communication regarding this RFP between a Proposer (or the Proposer's representative) and the District's General Manager, Board Member, officer, employee or consultant, regardless of who initiates the communication, other than as part of the procurement process specified herein, before the District issues a Notice to Proceed, unless it is in writing and available for disclosure to the general public.

12. WAIVER

By submitting a Proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Contract Documents; that Proposer has checked its Proposal for errors and omissions; that the prices stated in its Proposal are correct and as intended by it and are a complete and

correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Contract Documents.

The Proposer waives any claim against the District for costs incurred in preparing a Proposal and responding to this RFP.

ATTACHMENTS:

- Attachment A: Scope of Services
- Attachment B: Cost Proposal Form
- Attachment C: Sample Certificate of Insurance
- Attachment D: Sample Professional Services Agreement
- Attachment E: Acknowledgment of Addenda

ATTACHMENT A

SCOPE OF SERVICES

SCOPE OF SERVICES

1. INTRODUCTION

The San Mateo County Harbor District is a government agency. It is an independent special district with boundaries coterminous with the County of San Mateo. The District manages two harbors within the County: Pillar Point Harbor in Princeton, CA, which is 4 miles north of Half Moon Bay, and Oyster Point Marina/Park in South San Francisco. The District's administrative offices are in El Granada, California, across the highway from Pillar Point Harbor.

In addition to harbor and park maintenance and operations, working in conjunction with the Coast Guard and local sheriff staff, the harbor staff do active search and rescue of vessels and persons in distress in proximity to its harbors.

The District's Pillar Point Harbor has been designated a "harbor of refuge" under the State of California Harbors and Navigation code. It is a 24 hour a day/7 day a week operation. Oyster Point Marina/Park is open daily but closes at 10PM. The Administration offices are open weekdays, Monday through Friday from 8A-5P, Pacific Time.

2. INTENT

The District currently does NOT have an IT Department and is currently using an outside vendor service to provide maintenance and support on as needed basis for its user community. The District intends to continue with this third party IT support service model.

Therefore the San Mateo County Harbor District ("District") is requesting proposals from qualified, professional technology vendors for Information Technology Support Services: to maintain the District's IT and communications infrastructure and network, to set-up and configure new computers/peripherals, to provide required end-user support, and to develop a long range strategic plan for its future IT infrastructure, equipment and services needs.

The term of this agreement will be 3 years. The District may, at its sole discretion, extend the agreement for three additional one-year terms. See Attachment B: Cost Proposal Form.

3. BACKGROUND

Servers, Software, Peripherals

The District operates a LAN (Local Area Network) that consists of 3 servers: one server with two virtual server applications (one small business server and one terminal server) that serves as the District's primary server for its three locations; and an additional server that operates as a terminal server at one of its harbor locations.

Both physical servers are operating on dated server software that Microsoft is no longer supporting: Small Business Server 2003 and Server 2003 Standard Edition (both terminal servers). Both servers are running VMWare ESXi 4.0.0. There are multiple Pervasive and SQL databases running numerous applications, a hosted email solution, and three offices interconnected with hardware-based IPsec tunnels allowing connectivity to applications and data from all three locations (3 firewalls).

In addition, there are approximately 17-19 desktop computers, 17 of which are actively in use, all mostly updated to Microsoft Windows 7 or 8, but with some still on XP; all have some version of Microsoft

Office. Inactive workstations that are scheduled for retirement may be held in reserve to serve as “spares” in the event of a malfunctioning workstation. The workstations are distributed among three physical locations: Pillar Point Harbor (“PPH”), Oyster Point Marina/Park (“OPM”) and the Administration office (“Admin”).

There are three multi-function printer/scanners (copiers), and approximately eight black and white local printers.

The District has an active website: www.smharbor.com.

ISPs:

PPH – Coastside.net wireless
OPM – Comcast Business Cable
OPM Warehouse – AT&T DSL
Admin – Comcast Business Cable

WiFi

Public Access:
Administration Office
PPH Offices
OPM Offices

Phone Service/Cell Phones/Communication Devices:

There are approximately 15 VOIP phones: vendor is 8x8.

There are approximately 10 landline phones split between the two harbors: vendor is AT&T. There are numerous cell phones, predominately apple and some android.

The District also has additional communication devices (laptops, iPads, etc.) that have connectivity to the servers.

Outside Vendors:

The third party software and hardware vendors that connect to the Internet via the District’s network serve its operations and accounting needs: electronic security gate and bathroom access at the harbor locations; harbor berth and lessee accounting software, administration software (payroll, accounting).

Services To Be Provided:

The qualified vendor would provide necessary technical services, which would enable District to:

- Protect, secure and maintain its technology infrastructure, software, hardware, equipment and facilities;
- Ensure the efficient operation of its networks and related computer and communication systems in its defined user community;
- Enhance its quality of service for departments defined in the enclosed schedules;
- Minimize the spending and maximize the ROI for investment in technology.

The ideal vendor will resolve computer systems and network issues in accordance with standard and acceptable Best Practices for maintenance and support benchmarks. The successful vendor will be expected to have a HELP TICKET system and a HELP DESK; to organize HELP DESK service calls efficiently, either remotely or onsite, and to ensure that there is NO significant computer downtime during normal working hours, generally 8:00AM to 6:00PM, Monday through Friday. The vendor is expected to report on status of technology issues and communicate effectively with DISTRICT departments. The vendor will also describe the hours of operation for the HELP DESK and what happens outside the hours of operation in the event of a major system crash or other urgent need.

4. SPECIFIC DUTIES AND SERVICES:

Category 1: Support Services and Ongoing Maintenance and Repair

In Category 1 services, the Contractor will provide general day-to-day information technology support services and ongoing maintenance and repair of existing network and systems. The Proposer shall identify in the Cost Proposal Form the total amount of providing all services in Category 1 as an all-inclusive monthly rate.

The District is looking for a responsive maintenance and support program to accommodate departmental computer system activities and user equipment performance. District expects the vendor proposal to define, in detail, the approach to be used in the below categories. For each of the Category 1 items, the Proposal should describe its process for performing the services, response time, primary team member to be assigned listing team member credentials, performance metrics and monthly/periodic reporting available to District.

Category 1 services include but may not be limited to, the following:

- (1) Help Ticketing/Help Desk
- (2) Desktops – hardware, software, virus software, security.
- (3) Software – assist with technical issues.
- (4) PC Hardware – install replacements, upgrades.
- (5) Printers – local and network.
- (6) Personnel movement – technical equipment (not furniture).
- (7) Provide quotes for equipment, desktop software using state contracts.
- (8) Active Directory password control.
- (9) Active Directory maintenance.
- (10) Exchange (e-mail) maintenance.
- (11) User account maintenance.
- (12) Server maintenance – routine cleanup and monitoring.
- (13) Operating System patching.
- (14) SQL Server Data Base – routine cleanup, monitoring, virus software, security.
- (15) Establish a Management Console.
- (16) Maintain backup programs and scripts; provide documentation for backups.
- (17) Restore files and folders from back-ups (as required).
- (18) System security and firewalls.
- (19) Network controls and switches.
- (20) UPS devices
- (21) Coordination, liaison with third party software/hardware vendors (ALX, ADP, Fund Balance, The Marina Program, AT&T, VOIP-8x8, Comcast, Konica) to ensure ongoing connectivity and user access.

Following is further detail regarding the District's expectations with regard to Category 1 services.

(A) Desktop Application Support

Performance of basic support functions, including the installation of PC's, laptops, PDA's and other mobile devices, printers, peripherals, and office software; diagnosis and correction of desktop application problems, configuring of PC's and laptops for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer related hardware, to make available to DISTRICT personnel upon request; and implementation of HELP Desk procedures under policy constraints of the successful vendor.

(B) Server and Workstation Administrative Services

Management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems.

Scheduling of preventive maintenance for equipment in the areas of coverage is properly and promptly performed; maintenance of records for all HELP Desk tickets for both on-site visits and telephone/remote support; access to HELP Desk tickets by District designated staff, development of operations and quality assurance for backup plans and procedures are being followed.

Configuration management, including changes, upgrades, patches, etc.; management and documentation of network and user logins and passwords and security documented; support of software products relating to servers and workstations; timely response to repair and maintenance work for District and users.

(C) Network Administration Services

Maintenance and support of network equipment, including installation and maintenance of network software, switches, firewalls, routers, and other security devices.

Installation and maintenance of printers, scanners, network devices et al; analysis, routine configuration changes, and installation of patches and upgrades; minor cabling if needed; alert notifications in case of failure of equipment.

Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting required.

Maintenance of network documentation for daily, weekly, and monthly services required.

(D) Email and Security Efforts

Maintenance of District email accounts using District domain; adding, changing, and/or deleting DISTRICT employee accounts as requested; maintenance of virus detection programs on District servers and user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to the DISTRICT designated person are required.

Configuration of District systems to enable remote access in a secure environment, with provisions for remote access administration, as requested by District Designee is required.

(E) BACKUP Services

Maintenance of District Backup systems; recommendations for redundant backup programs, should they be indicated.

Requirements for a data backup policy, with procedures in place to handle daily, weekly, and monthly backup of the computer, data and information, email, and the like; program to restore systems and data if servers and/or computers go down, are required.

(F) Planning

Engineering, planning, and design services for major system enhancements and/or upgrades to existing systems; recommendations for future purchasing and technology needs, when requested or necessary.

(G) Installation Services.

Installation of new equipment, software, and transfer existing data when acquired, will be needed.

Category 2: Inventory, Assessment, and Strategic Forecasting Plan

District is seeking to also have Consultant develop a longer range IT strategic forecasting plan as to future IT hardware and software needs to maintain its systems on an ongoing basis. District will utilize this plan in determining what to allocate on an expenditure basis in its future budget processes. The Plan should also include a review of the inventory, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted within 60 days of the initial contract start date and renewed by each January 31st thereafter to allow for necessary budget planning for the upcoming year.

The Contractor shall provide in the Cost Proposal Form the total lump sum amount for performing all services described in Category 2.

Category 3: Additional Services

Following are services that are not to be included in the Category 1 services, but which the District is interested in Proposers submitting a response in their proposal. Any services in this category will be performed only if authorized separately by the District and will be documented in a work order executed by both parties. Compensation will be either on a time and materials basis, at the hourly rates specified in Proposers proposal, or at a lump sum mutually agreed upon by the District and its selected contractor.

- (1) Software training.
- (2) Audio/Visual activity.
- (3) Applications not installed on the Network (i.e., personal download apps).
- (4) Website design or management
- (5) Leased equipment
- (6) Upgrades to existing systems, other than regular repair or maintenance;
- (7) Changing or moving email or web services to new vendors or new services;
- (8) Clean up or installation of network wiring;
- (9) Evaluation and recommended network management software, except as part of IT Strategic Plan;
- (10) Implementing new disaster recovery and emergency operations related activity;
- (11) Any other activity (list) that is not part of normal monthly operational uses or needs.

Category 4: Services NOT included in this RFP

The contract to be awarded does not obligate District to purchase computer equipment, hardware devices, software, cabling, licenses et al from the successful vendor. *Replacement parts are not part of this contract.*

[END OF SCOPE OF SERVICES]

ATTACHMENT B

COST PROPOSAL FORM

COST PROPOSAL FORM

TO: SAN MATEO COUNTY HARBOR DISTRICT EL GRANADA, CALIFORNIA

Pursuant to the Notice Inviting Proposals, the undersigned Proposer herewith submits a Proposal on the Proposal Form or Forms attached hereto and made a part hereof, and binds itself on award by the San Mateo County Harbor District under this Proposal to execute a Contract in accordance with its Proposal, the Proposal Documents, and the award. The attached Notice Inviting Proposals and Addenda, if any, are made a part of this Proposal and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

THE PROPOSAL BELOW INCLUDES ANY AND ALL LABOR, MATERIALS, APPLICABLE TAXES, INSURANCE, SUBCONTRACTOR COSTS, TRAVEL EXPENSES, TELEPHONE COSTS, COPYING COSTS, PROFIT, ADMINISTRATIVE AND OVERHEAD FEES, AND ALL OTHER COSTS NECESSARY FOR THE PERFORMANCE OF ALL THE SERVICES CALLED FOR UNDER THE FOLLOWING CONTRACT.

CATEGORY 1: SUPPORT SERVICES AND ONGOING MAINTENANCE AND REPAIR

Item:	Lump Sum Monthly Amount	Extended Lump Sum Amount Per Year (monthly amount multiplied by 12)
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Optional Year 4	\$	\$
Optional Year 5	\$	\$
Optional Year 6	\$	\$

Total Cost for Category 1 (sum of extended lump sum amounts per year) \$ _____

CATEGORY 2: INVENTORY, ASSESSMENT, AND STRATEGIC FORECASTING PLAN

Item:	Total Lump Sum Amount
2	\$

GRAND TOTAL AMOUNT FOR CATEGORIES 1 & 2:

Grand Total	
Sum of Total Cost for Category 1 + Total Lump Sum Amount for Category 2	\$

CATEGORY 3: ADDITIONAL SERVICES

Attach as separate document(s) a list of the employees' names, titles, and fully burdened hourly rates to perform the work identified in Category 3, Additional Services.

The Cost Proposal Form must be signed on the next page. Proposals submitted in any other form will be considered non-responsive and may be rejected.

NAME UNDER WHICH BUSINESS IS CONDUCTED:

CONTACT INFORMATION OF PERSON AUTHORIZED TO EXECUTE CONTRACT:

Name: _____

Business Address: _____

City/State/Zip: _____

Telephone Number: _____

Facsimile Number: _____

E-Mail Address: _____

MANDATORY SIGNATURE(S)

SOLE OWNER, sign here: I sign as sole owner of the business named above.

PARTNERSHIP, one or more partners sign here: The undersigned certify that we are partners in the business named above and that we sign this Contract Proposal with full authority to do so.

CORPORATION OR LLC, sign here*: The undersigned certify that they sign this Contract Proposal with full and proper authorization to do so.

Entity Name: _____

By: _____

Title: _____

By: _____

Title: _____

Incorporated under the laws of the State: _____

** If the Proposer is a corporation, this Cost Proposal Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Cost Proposal Form may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation or LLC (e.g. a copy of a certified resolution from the corporation's board or LLC's board or a copy of the corporation's bylaws or LLC's operating agreement.)*

IF JOINT VENTURE, officers of each participating firm sign here: The undersigned certify that they sign this Contract Proposal with full and proper authorization to do so.

Joint Venture Name: _____

By: _____

Title: _____

By: _____

Title: _____

ATTACHMENT C

**SAMPLE CERTIFICATE
OF INSURANCE**

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER

Sample Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY
A

COMPANY
B

COMPANY
C

COMPANY
D

INSURED

NAMED INSURED AND ADDRESS

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$								
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE-POLICY LIMIT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE-EACH EMPLOYEE</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	EL EACH ACCIDENT	\$	EL DISEASE-POLICY LIMIT	\$	EL DISEASE-EACH EMPLOYEE	\$
WC STATUTORY LIMITS	OTHER												
EL EACH ACCIDENT	\$												
EL DISEASE-POLICY LIMIT	\$												
EL DISEASE-EACH EMPLOYEE	\$												
	OTHER <input type="checkbox"/> PROFESSIONAL LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE SAN MATEO COUNTY HARBOR DISTRICT AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WHILE ACTING IN SUCH CAPACITY, AND THEIR SUCCESSORS OR ASSIGNEES ARE ADDITIONAL INSUREDS ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES REFERENCED ABOVE.

CERTIFICATE HOLDER

Contact Name: _____
 Title: _____
 San Mateo County Harbor District
 504 Ave Alhambra, 2nd Floor
 P.O. Box 1449
 El Granada, CA 94018
 Ph: (____) ____-____
 Email: _____@smharbor.com

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

BY: CATEGORY ____

VALID AS OF: _____

ATTACHMENT D

SAMPLE

PROFESSIONAL SERVICES AGREEMENT

SAMPLE PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL SERVICES AGREEMENT
RELATIVE TO
REQUEST FOR PROPOSALS (RFP) NO. 2015-10-IT,
INFORMATION TECHNOLOGY SUPPORT SERVICES

THIS AGREEMENT is made as of the _____ day of _____, 2015, by and between the SAN MATEO COUNTY HARBOR DISTRICT (hereinafter referred to as "District") and _____ (hereinafter referred to as "Consultant").

WHEREAS, the District desires to obtain professional services in connection with Request for Proposals (RFP) No. 2015-10-IT, *Information Technology Support Services*, and

WHEREAS, the District has issued an RFP dated _____, 2015, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the Consultant desires to provide such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated _____, 2015, a copy of which is attached and incorporated as Exhibit B.

WHEREAS, on _____, 2015, the District's Board of Harbor Commissioners authorized award of the Agreement to the Consultant.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The Consultant agrees to provide professional services to the District in accordance with the terms and conditions of this Agreement. In the performance of its work, the Consultant represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES

The scope of the Consultant's services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

3. TERM

The Consultant shall commence work upon the District's issuance of a written notice to proceed. Unless the Agreement is terminated sooner pursuant to Section 19, the term of this Agreement is for 3 years. At the District's sole discretion, it may extend the term of this Agreement for up to three additional one-year terms. The District will provide notice of its intention to extend the term at least 60 days before expiration of the base term, or of any option term.

4. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of the Consultant to undertake, render and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the District, which will not be unreasonably withheld, the Consultant may substitute this person with another person, who shall possess similar qualifications and experience for this position.

5. COMPENSATION

The Consultant agrees to perform all of the tasks described in Exhibits A and B as "Category 1" at the monthly rate of \$____. The Consultant agrees to perform all of the tasks described in Exhibits A and B as "Category 2" for the lump sum of \$____. These amounts include labor, materials, taxes, insurance, subcontractor costs, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, and all other costs and expenses incurred by the Consultant.

In the event the District requests Consultant to perform any additional services, the parties will agree on the cost of such services, either on an agreed-upon lump sum amount, or on a time and materials basis at the hourly rates listed in Exhibit B. The District will pay the Consultant in accordance with Section 13.

6. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between the District's _____ and the Consultant's _____.

All other notices and communications regarding interpretation of the terms of this Agreement and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

District:

San Mateo County Harbor District
504 Ave Alhambra, 2nd Floor
P.O. Box 1449
El Granada, CA 94018
Attention: Contracts Officer

Consultant:

Attention: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

7. OWNERSHIP OF WORK

All reports, designs, drawings, plans, photographic images, video and sound recording, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for

the services to be performed by the Consultant shall be and are the property of the District. The District shall be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Consultant or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the District. If any materials are lost, damaged or destroyed before final delivery to the District, the Consultant shall replace them at its own expense, and the Consultant assumes all risks of loss, damage or destruction of or to such materials. The Consultant may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation. patent rights, copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the District. The Consultant agrees to execute any additional documents which may be necessary to evidence such assignment.

The Consultant represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

8. CONFIDENTIALITY

Any District materials to which the Consultant has access or materials prepared by the Consultant during the course of this Agreement (“confidential information”) shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The Consultant, its employees, subcontractors, and agents shall not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of the District.

9. USE OF SUBCONTRACTORS

The Consultant shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Consultant with provisions allowing the Consultant to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 7. The Consultant shall be solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them.

10. CHANGES

The District may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or

contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the District prior to the time that the Consultant performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION

The Consultant shall indemnify, keep and save harmless the District and its Commissioners, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- (A) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Consultant caused by a negligent act or omission or willful misconduct of the Consultant or its employees, subcontractors or agents; or
- (B) Any allegation that materials or services provided by the Consultant under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Consultant further agrees to defend any and all such actions, suits or claims, with counsel acceptable to the District in its sole discretion, and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District, or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

12. INSURANCE

(A) Types of Insurance

The Consultant shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to the District. The Consultant shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Consultant on account of any incident connected to the Agreement, the Consultant shall promptly report the fact in writing to the District, giving full details of the claim.

Any person, firm, or corporation that the Consultant authorizes to work upon the District's property, including any subcontractor, shall be deemed to be the Consultant's agent and shall be subject to all applicable terms of this Agreement. Prior to the Consultant's start of the work or entry onto the District's property, the Consultant agrees to require its subconsultants to procure and maintain, at the Consultant's (or its subconsultant(s)') sole cost and expense (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Consultant (or its subconsultant(s)).

(1) Commercial General Liability Insurance

The Consultant shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement.

Said Policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

(2) Business Automobile Liability

The Consultant shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

(3) Workers' Compensation and Employers' Liability Insurance

If the Consultant employs any person to perform work in connection with this Agreement, the Consultant shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California, and federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) for each disease, with a policy limit of One Million Dollars (\$1,000,000).

The policy shall contain a waiver of subrogation in favor of the District and its officers, directors, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

(4) Professional Liability Insurance

The Consultant shall also maintain Professional Liability Insurance covering the Consultant's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising from the work performed under this Agreement. Prior to commencing work under this Agreement, the Consultant shall furnish to the District a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty

(30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the District.

(B) General Insurance Requirements

(1) Acceptable Insurance

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of Twenty- Five Million Dollars (\$25,000,000) or a company acceptable to the District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

(2) Procure and Maintain Insurance

The Consultant must, at its own cost and expense, procure and maintain at all times during the performance of this Agreement, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Agreement.

(3) Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it must remain in force for the entire term of the Agreement and a minimum of three (3) years thereafter.

(4) Self-Insurance

Upon evidence of financial capacity satisfactory to the District and Consultant's agreement to waive subrogation against the District respecting any and all claims that may arise, the Consultant's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

(5) Deductibles and Retentions

The Consultant shall be responsible for payment of any deductible or retention on the Consultant's policies without right of contribution from the District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the Consultant or any subcontractor contains a deductible or self-insured retention, and in the event that the District seeks coverage under such policy as an additional insured, the Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or

connected with any alleged act or omission of the Consultant, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if the Consultant or subcontractor is not a named defendant in the lawsuit.

(C) Evidence of Insurance and Endorsements

Prior to commencing work or entering onto the District's property, the Consultant shall file a Certificate of Insurance with the District evidencing the foregoing coverages, including the following endorsements:

- (1) The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
- (2) That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Consultant is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.
- (3) Such insurance shall include as additional insureds the District, and its respective directors, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
- (4) The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects to any claim, demand, suit or judgment made, brought, or recovered against the Consultant. Said policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

(D) Consequence of Lapse

Should any required insurance not be procured or lapse during the term of this Agreement, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Agreement. If insurance is not reinstated, the District, may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

13. MANNER OF PAYMENT

The Consultant shall submit a billing statement at the end of each month. For Category 1 services, the billing statement shall outline the services performed during the billing period and invoice for the lump sum monthly amount described in Exhibit B. For Category 2 services, upon completion of all work and the District's final acceptance, the Consultant shall submit a billing statement describing the work performed and invoice for the total lump sum amount described in Exhibit B. The District shall endeavor to pay approved invoices within thirty (30) days of their receipt.

14. CONSULTANT'S STATUS

Neither the Consultant nor any party contracting with the Consultant shall be deemed to be an agent or employee of the District. The Consultant is and shall be an independent Contractor, and the legal relationship of any person performing services for the Consultant shall be one solely between that person and the Consultant.

15. ASSIGNMENT

The Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the District.

16. DISTRICT WARRANTIES

The District makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

17. DISTRICT REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Harbor Commissioners of the District, the General Manager of the District, or such person or persons as she shall designate in writing from time to time, shall represent and act for the District.

18. DISPUTE RESOLUTION

The District and Consultant agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by the District, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

19. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All Consultant and subconsultant costs incurred in the performance of this Agreement will be subject to audit. The Consultant and its subconsultants shall permit the District or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the Consultant's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Consultant pursuant to this Agreement. The Consultant shall also provide such assistance as may be required in the course of such audit. The Consultant shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the District's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Consultant agrees to reimburse the District for those costs within sixty (60) days of written notification by the District.

20. TERMINATION

The District shall have the right to terminate this Agreement at any time for cause or for convenience by giving written notice to the Consultant. Upon receipt of such notice, the Consultant shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by the Consultant, the District shall pay to the Consultant in accordance with the provisions of Sections 5 and 13 all sums actually due and owing from the District for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessary incurred by the Consultant to effect such termination. If the Agreement is terminated for breach or default, the District shall remit final payment to the Consultant in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The District shall not in any manner be liable for the Consultant's actual or projected lost profits had the Consultant completed the services required by this Agreement.

21. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin. The Consultant shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

22. NON-DISCRIMINATION ASSURANCE

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

23. CONFLICT OF INTEREST

The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Consultant further

covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

24. PUBLICITY

The Consultant, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

25. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

26. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

27. SEVERABILITY

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

28. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

29. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

30. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

31. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by

authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

FOR THE SAN MATEO COUNTY HARBOR DISTRICT:

By: _____
Title: President, Board of Harbor Commissioners

ATTEST:

By: _____
Title: Deputy Secretary of the District

APPROVED AS TO FORM:

By: _____
Title: Attorney for the District

FOR THE CONSULTANT:*

By: _____

Title: _____

By: _____

Title: _____

** If the Consultant is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation or LLC (e.g. a copy of a certified resolution from the corporation's or LLC's board or a copy of the corporation's bylaws or LLC's operating agreement.)*

ATTACHMENT E

ACKNOWLEDGMENT OF ADDENDA

SAN MATEO COUNTY HARBOR DISTRICT

ACKNOWLEDGMENT OF ADDENDA

The undersigned Proposer acknowledges receipt of the following addenda, if issued, to the RFP Documents. If none received, write "None Received."

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Date: _____

Firm: _____

Print Name: _____

Signature: _____

Title: _____