



# Request for Proposals By Livermore Area Recreation and Park District

For Information Technology Managed Services

Release Date: June 25, 2024

Proposals Due: July 22, 2024 at 5:00 p.m.

Attention: David Weisgerber  
4444 East Ave  
Livermore, CA 94550  
[www.larpd.org](http://www.larpd.org)

## **INTRODUCTION**

The Livermore Area Recreation and Park District (hereinafter referred to as “District” or “LARPD”) is soliciting contracted services with an experienced professional information technology (“IT”) services firm (hereinafter referred to as “Contractor”) to provide information technology management services. This Request for Proposals (“RFP”) outlines the requirements and selection process for this contracting opportunity.

## **BACKGROUND**

Livermore Area Recreation and Park District is an Independent Special District providing the people of the Livermore area with outstanding recreation programs and a system of parks, trails, and facilities that enhance the quality of life.

Created by a vote of the public in 1947, LARPD is a multifaceted agency that encompasses most of the eastern half of Alameda County, bounded by Contra Costa County to the north, San Joaquin County to the east, Santa Clara County to the south, and the cities of Pleasanton and Dublin to the west. The District has relied upon an independent contracting firm to provide information technology management services, including technical support, network administration, software support, device management, and cybersecurity measures.

LARPD staff currently consists of approximately 160 year-round employees, of which approximately 110 are full-time. LARPD is organized into three primary divisions: Administration, Parks and Facility Maintenance, and Community Services (which encompasses Recreation, Open Space, and Youth Services).

## **POINT OF CONTACT**

Email inquiries and proposal submissions shall be directed to the point of contact:

- Name: David Weisgerber
- Title: Community Outreach Supervisor
- Email: [dweisgerber@larpd.org](mailto:dweisgerber@larpd.org)
- Telephone: (925) 373-5765

## **PURPOSE**

The District is seeking comprehensive information technology managed services. The Contractor will provide support for hardware (including servers, switches, workstations, laptops, and tablets), network, software, technical support (“help-desk”) services, back-ups, remote access, on-site support, email maintenance and security, inventory management, cybersecurity, and disaster recovery.

To successfully manage these services, the Contractor is expected to work and communicate effectively with District staff, officials, and other vendors to make District technologies and systems seamless to the end users.

The Contractor is also expected to guide and support long-term planning efforts to meet strategic goals and to keep systems current and functional in the most cost-effective manner.

The overall goal of this RFP is to procure comprehensive, reliable, timely, and proactive IT management and support that will promote the District's mission and vision in serving its community.

## **LOCATIONS REQUIRING SERVICE**

The Contractor is to provide IT management services at the following locations:

- Robert Livermore Community Center – 4444 East Ave., Livermore, CA 94550
- Robert Livermore Recreation Center - 4446 East Ave., Livermore, CA 94550
- Robert Livermore Aquatics Center - 4448 East Ave., Livermore, CA 94550
- May Nissen Swim Center – 685 Rincon Ave, Livermore, CA 94550
- 71 Trevarno Rd., Livermore, CA 94551
- Maintenance Service Center (MSC) 3500 Robertson Park Rd., Livermore, CA 94550
- Youth Services Classrooms (Preschool and ESS)
- Remotely (if staff is working off-site or from home)

## **CURRENT TECHNICAL ENVIRONMENT**

A detailed list of the current technical environment is available upon request.

Summary of technical environment includes three physical servers, four virtual servers running on VMware Virtual Machines, supporting roles such as domain controllers, application servers, and remote desktop services.

For backup and recovery, two Linux-based backup appliances are in place. The environment is further supported by two virtual hosts running VMware ESXi.

Network connectivity is maintained through eight switches, a router, and three wireless access points.

The District currently utilizes 44 desktop workstations and 42 laptops. LARPD uses the Microsoft 365 suite of applications.

## **SCOPE OF SERVICES**

Under the direction of LARPD staff point-of-contact, the Contractor will be expected to perform all services described in the Scope of Services via remote access, telephone, and onsite support jointly agreed upon by District and Contractor.

A. **Initial Assessment:** As technology develops rapidly, it is prudent to plan to replace outdated equipment and software to keep systems current and supportable and reduce the risk of equipment failure. The initial assessment will consist of the following:

- Review of inventory and assessment of system infrastructure and equipment to determine efficiency, life expectancy, speed, and efficacy of current processes.
- Provide recommendations for improving routine maintenance to eliminate emergency maintenance situations; including cloud hosted services.
- A report of the initial assessment shall be submitted within 30 days of the signed agreement and will be updated as needed throughout the duration of contract.

B. **Cybersecurity Measures, Including the Following:**

- Administration of network user access rights and global and group security policies, as approved by the District.
- Make recommendations for website security strategies.
- Monitoring for intrusion attempts, attacks, viruses, etc., through EDR and antivirus solutions, potentially supported by a third-party vendor.
- Notifying District personnel of any suspected security breaches immediately.
- Adjustments to internet web filtering and email spam filtering systems.
- Coordinating regular penetration testing as a security strategy.
- Firewall administration.
- Maintenance of anti-virus programs on servers and user hardware.
- Administration and updating anti-virus and malware protection on system servers and clients.
- Reviewing security logs for unusual activity.
- Updating and distributing updates for anti-virus/malware systems and definitions to client computers and servers.

C. **Desktop Application and Technical Support:** Provides technical support, installation, and configuration. These tasks include but are not limited to:

- Performance of essential support functions, including configuring and installing computers, laptops, tablets, printers, and software.
- Diagnosis and correction of desktop application issues.
- Configuration of computers and laptops for standard applications.
- Identification and correction of user hardware problems.
- Advanced troubleshooting, as needed, and implementing a US-based "help-desk" service ticket system when on-site support is unavailable.
- Historically, LARPD has purchased new equipment based on Consultant recommendations.

D. **Infrastructure Maintenance and Management:** Ensuring consistent performance, maximizing uptime, and minimizing system failures largely depend on applying due diligence in performing routine maintenance and management tasks. These tasks include but are not limited to:

- Management of networks and computer systems, including complex applications, databases, communication systems, servers, and associated hardware, software, and operating systems necessary for system performance, security, reliability, and recoverability.
- Reviewing all process logs for normal execution and performance.
- Monitoring and reporting the status of servers and networks.
- Conducting preventative maintenance and patch management.
- Timely responses to repair, maintenance, and user support requests.
- Maintaining records of both on-site and "help-desk" support service tickets.
- Performing backups, backup rotations, and restoration of all systems, servers, networks, and equipment.
- Developing and maintaining procedural documentation for active servers, including comprehensive inventory (hardware, software, applications, and licensing), product manuals, baseline settings, scripts, a network map, and action logs.
- Configuration management, including changes, patches, etc., on a weekly basis.
- Support of software related to servers, workstations, laptops, tablets, and other network equipment.
- New equipment, software, and existing data will be installed and transferred as requested.
- Implementation of support related to software migrations, as needed. This may require communication and troubleshooting with other District vendors.
- Monitoring and adjusting data backup and recovery systems on a weekly basis to include new or changing data sources.
- Verify that backup is completed on a weekly basis. Quarterly backup verification by testing, Confirm that backups are stored offline.
- Testing of data restoration processes to evaluate effectiveness in the event of a system failure, occurring at least quarterly.
- Maintenance of IT asset inventory and regular scheduling of electronic retirement and proper disposal (e.g., wiping agency data from hardware prior to disposal, recording specs and estimated value of retired equipment, and coordinating the sale of serviceable equipment or e-waste collection of retired equipment). LARPD typically handles e-waste of retired equipment.
- **Note:** Phone system is managed by a separate contracted vendor.

E. **Network Administration:** This consists of a variety of tasks required to initiate, adjust, and implement network functions, including but not limited to:

- Network equipment maintenance and support, including switches, firewalls, and other similar devices, including public and internal wifi.
- Network, network device, and server capacity monitoring and planning.
- Server OS configuration and version updates.
- Management of backup and disaster recovery systems.
- Installation and troubleshooting of printers/scanners not otherwise serviced by a separate vendor.
- Analysis, routine configuration changes, minor cabling, and installation of patches and upgrades.
- Proactive monitoring of network equipment, performance, and management; troubleshooting, as required.
- Maintenance of LARPD email accounts using the District domain, including adding, changing, and/or deleting employee accounts as requested. LARPD staff must have access and training to add/edit/audit.
- Mapping of network resources, such as shared file storage drives.
- Service pack installations.

F. **Website:** While the District contracts with a dedicated website vendor for web platform and hosting services, the Contractor may be required to provide the following website-related support services:

- Maintain required SSL certificates and domains.

G. **Planning and Project Management:** The Contractor may be required to perform the following planning and project management-related tasks on an as-needed basis:

- Provide suggestions for moving to cloud solutions.
- Analysis of information system needs.
- Researching, evaluating, and acquiring quotes for technical solutions.
- Preparing project implementation plans and timelines.
- Conducting and participating in planning meetings.
- Preparing project status reports.

H. **Support Hours:** The Contractor will provide full-time remote support in accordance with the District's operational hours (Monday through Friday from 8:00 a.m. to 6:00 p.m.) and on-site support for approximately 32 hours per month. After-hours support will occur as needed for routine server maintenance, scheduled projects requiring downtime, and any required after-hours emergency work.

- I. **Communication:** The Contractor is expected to uphold the following communication standards:
  - Maintain a professional and effective communication rapport with District staff, promptly providing valuable and accurate information.
  - Establish a consistent work schedule to outline when routine on-site maintenance and technical support will occur.
  - Monitor lifecycles and service contracts for all hardware and related licenses and warranties. Advise regarding management of end-of-life or impending expirations at least six months before expiration.
  - Communicate new developments or recommendations regarding technology to improve IT operations' efficiency and effectiveness.
  
- J. **Training:** At the request of the District, the Contractor will provide end-user training for various software (Microsoft 365), hardware, and network technologies, as needed.
  
- K. **Compensation:** The Contractor may submit a fixed fee service contract for the contract period. Invoicing statements will include an itemized breakdown of time for all services provided. Failure to comply with invoicing requirements will result in payment holds.
  
- L. **Not Included:** The contract does not obligate the District to purchase computer equipment, hardware devices, cabling, licenses, software, etc., from the Contractor.

**CONTRACT TERM**

The proposed contract term is two (2) years, from September 1, 2024, to August 31, 2026, with three (3) one-year extensions at the District's discretion.

**SCHEDULE FOR SELECTION**

RFP Available:	June 25, 2024
Site Walk-Through (Non-Mandatory):	July 8, 2024
Deadline for Submittal of Questions:	July 10, 2024
Staff Responses to Questions:	July 12, 2024
Deadline for Submittal of Proposal:	July 22, 2024
Proposal Review and Evaluation:	July 23-August 5, 2024
Interviews for Finalists:	August 6-8, 2024
Notice of Intent to Award:	August 9, 2024
Agreement Preparation and Approval:	August 9-16, 2024

*All dates are estimates only and may be subject to change. Contractors are responsible for checking [www.larpd.org](http://www.larpd.org) for updates to the schedule, answers to questions, additional documents, and addendums, which shall become part of this RFP as if fully set forth herein.*

## **INSTRUCTIONS TO CONTRACTORS**

### **1) EXAMINATION OF PROPOSED DOCUMENTS**

By submitting a proposal, the Contractor represents that it has thoroughly examined and become familiar with the work required under this RFP and is qualified to perform the work requested in the Scope of Services. LARPD utilizes standard contract provisions for all professional and technical services agreements. A sample agreement is attached for your review (Exhibit A - Sample Professional Services Agreement). Submission of a proposal constitutes acceptance of the agreement format and provisions.

Any requested contract modifications are to be stated in the consultant's proposal.

### **2) WITHDRAWAL OF PROPOSAL SUBMITTAL**

A Contractor may withdraw its proposal at any time before the deadline for submission of proposals by delivering to District staff (David Weisgerber, Community Outreach Supervisor) a written request for withdrawal signed by, or on behalf of, the Contractor.

### **3) RIGHTS OF THE DISTRICT**

- a. A selection committee will evaluate each proposal and rank the firms based on the proposals provided. The issuance of this RFP constitutes only an invitation to present responses. LARPD reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the RFP. LARPD reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response, and the right to reject any or all responses with or without cause. LARPD may withdraw the RFP for any reason. LARPD shall have no liability to any respondent for any costs or expenses incurred with the preparation of this RFP or related work. LARPD reserves the right, at its sole discretion, to waive any irregularities or informality. LARPD may conduct interviews with any respondent it deems necessary. LARPD reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities, and to select the responses which, in LARPD's sole judgment, best meet the requirements of the project.
- b. LARPD reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between LARPD and the Contractor selected.



## **RESPONDING TO THE RFP**

The Contractor must respond to each of the items below within its submitted proposal. Please respond in the same order and using the same section titles listed below.

### **1) QUALIFICATIONS AND EXPERIENCE:**

#### **Submittal Letter**

- Include the RFP's title and submittal due date, the Firm's name, and the Firm's contact information (address, telephone number, and contact email). Include a designated contact person and their corresponding email address. The letter must state that the proposal will be valid for 60 days and that staffing is available to begin work immediately on the Scope of Services. The person authorized by the Firm to negotiate a contract with the District must sign the submittal letter.

#### **Description of Firm:**

- Describe the Firm's background and history, organizational structure and size, location(s), and relevant certifications and credentials related to LARPD's current technical environment.
- Identify all staff performing contractual duties under the proposal and include their titles, certifications, experience, and duties.
- Describe how the firm stays current on relevant regulations, legislation, certifications, and compliance.

#### **Sub-Consultants:**

- If any portion of the work is to be done by a subcontractor, please attach a list with the subcontractor's business name, address, and phone number, and briefly describe what portion of the work they will do. All subcontractors must be pre-approved by LARPD in writing before performing any work. No substitution of approved subcontractors shall be allowed without the express written permission of LARPD.

#### **References & List of Engagements:**

- Provide three references from similar-sized (125-200 full-time employees) or larger agencies for whom the company currently manages or has managed IT services within the last five years. Include each reference point of contact and contact information (email address and phone number). References from public agencies are preferred. Additionally, please include a list of all clients for whom the firm has provided similar services in the past three years.

## 2) FULFILLMENT OF SCOPE OF SERVICES

### Description of Services:

- Describe the IT management and support services offered by the firm. Are there varying service levels? If so, please outline them and identify the service level recommended to meet the needs outlined in this RFP.
- Identify the firm's hours of operation. Is after-hours support available? If so, what is included, and how are after-hours services billed?
- Identify the availability of key staff during regular business hours and after hours.
- Identify the firm's response time for all request types. If it depends on severity and time of day, describe the response time criteria. Provide the firm's average response time for after-hours issues.
- Describe the process utilized to schedule downtime for routine maintenance. How often is downtime anticipated to occur? How is downtime communicated to clients?
- Propose a strategy for major application upgrades.
- Describe how the firm determines when software upgrades are necessary.
- Describe the firm's approach to asset management.
- Describe any services the firm provides (beyond those listed in the Scope of Services) that may interest the District, such as audio-visual services.

### Security:

- Describe the firm's recommended strategy for securing District data. Include the firm's security-related policies, expertise, security certifications, and if there is a separate security operations center.
  - Describe how emergencies are handled
  - Hours of operation
  - Staffing levels
- Provide recommendation(s) for outside penetration tests and how frequently they should be completed.

## 3) TECHNICAL APPROACH AND UNDERSTANDING OF THE PROJECT

- Describe your firm's approach to IT management including:
  - Initial assessment
  - Desktop support
  - Infrastructure maintenance
  - Network administration
  - Describe the firm's recommended disaster recovery strategy and explain how the plan is unique to government agencies.
  - Describe how the firm would assist with the District's strategic planning efforts to ensure that the IT infrastructure retains its efficiency and reliability.

#### 4) CLIENT RELATIONSHIP MANAGEMENT AND COMMUNICATION:

- Describe how the firm determines client needs. What specific processes are followed to resolve client requests?
- Describe how the firm communicates any changes to system conditions to clients and users.
- Describe how multiple projects and requests are prioritized if received simultaneously.
- Describe the firm's experience with end-user training, specifically regarding technology and security training.
- Does the firm follow a change management process? Please explain the process followed to help clients prepare for, adopt, and sustain the use of new technology.
- How does the firm determine customer service satisfaction?
- Does the firm produce help desk reports? If so, are these reports provided to the client, and how often are they made for review?
- Describe the nature of the remote “help-desk” support team. Is there a dedicated staff that is familiar with the District’s IT needs? Where is the team located?

#### 5) MONITORING AND DOCUMENTATION

##### Monitoring:

- Describe the tools and strategies used to monitor and ensure the stability of IT systems.
- Describe how the results of monitoring would be reported to the District.

##### Documentation and Records:

- Describe how the firm would document all maintenance work, system performance, and changes to District systems.
- Describe how the firm would retain documentation related to contracted work. Will this documentation be made available to the District throughout the contract period?
- Describe how the firm would maintain confidentiality in strict conformance with confidentiality laws and regulations.

#### 6) DISTINGUISHING CHARACTERISTICS

- Describe what distinguishes your firm from other firms that provide IT management services and how these characteristics will benefit the District.

## 7) FEE PROPOSAL

Submit the proposed fees in a separate document, plainly labeled “Fee Proposal” with the Firm’s name and the project title.

1. The fee proposal shall include a breakdown of the various distinct project components and associated amounts.
2. The fee proposal shall include:
  - a. Service Initiation Fees.
  - b. Cover letter stating the not-to-exceed fee.
  - c. Fee schedules depicting ongoing monthly fees, individual project tasks, staff hours, and basic hourly charge rates.
  - d. The fee proposal shall reflect all anticipated fee increases during the contract.
  - e. Optional Fees:
    - i. Extra work which is not included in the proposal.
    - ii. Optional ongoing services.
    - iii. Fees related to disaster recovery.
    - iv. Fees for emergency response and after-hours work.
3. The final contract price may be negotiated.

## EVALUATION CRITERIA

The award shall be based on a "best value" evaluation. Criteria used for the evaluation will include fulfillment of the scope of services, cost, technical approach and understanding, qualifications and experience, client relationship management and communication, monitoring and documentation, and distinguishing characteristics. While cost is a significant factor during the evaluation process, RFPs will be weighted according to the listed criteria, totaling 100 points

- **Qualifications and Experience:** 15 points
  - This criterion evaluates the firm's background, history, organizational structure, certifications, client references, and relevant experience managing IT services for similar-sized or larger agencies.
- **Fulfillment of Scope of Services:** 25 points
  - This evaluates how well the proposal addresses each item identified in the scope of services above.
- **Technical Approach and Understanding of the Project:** 15 points
  - This includes the firm's approach to IT management, including initial assessment, desktop support, infrastructure maintenance, network administration, disaster recovery, and strategic planning.
- **Client Relationship Management and Communication:** 10 points
  - This evaluates the processes for determining client needs, resolving requests, communicating system changes, prioritizing multiple projects, and handling end-user training.
- **Monitoring and Documentation:** 5 points
  - This criterion assesses the tools and strategies used for system monitoring, documentation practices, and the retention and confidentiality of records.
- **Distinguishing Characteristics:** 5 points
  - This looks at what sets the firm apart from other IT managed service providers and how these unique characteristics will benefit the District.
- **Cost:** 25 points
  - Cost is a significant factor but not the sole determinant. It includes the overall fee proposal, service initiation fees, and any additional or optional fees.

## INSURANCE REQUIREMENTS

All contracts with vendors, contractors, and specialized professionals shall be accompanied by proof of insurance that meets the following requirements:

The Contractor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non- owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
*(Not required if Contractor provides written verification it has no employees)*
4. **Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

## 5. Technology Professional Liability Errors & Omissions

- **Technology Professional Liability Errors and Omissions Insurance** appropriate to the Contractor's profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
- The Policy shall include or be endorsed to include **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the District in the care, custody, or control of the Contractor.

### BUSINESS LICENSE

Before being awarded the contract, the Contractor must procure a valid business license from the City of Livermore.

### DUE DATE FOR RESPONSE

The RFP response must be received by the Livermore Area Recreation and Park District on or before 5:00 p.m. on Monday, July 22, 2024, and must be delivered, mailed, or emailed to:

David Weisgerber  
Community Outreach Supervisor  
Livermore Area Recreation and Park District  
4444 East Ave., Livermore, CA 94550  
Email: [dweisgerber@larpd.org](mailto:dweisgerber@larpd.org)

Late responses will not be considered. Any questions, comments, and concerns must be emailed to the individual specified above and received by 5:00 p.m. on Wednesday, July 10, 2024. Any questions or comments will be responded to by Friday, July 12, 2024.

## **PROTESTS**

A “protest” to an RFP must be submitted via email to [dweisgerber@larpd.org](mailto:dweisgerber@larpd.org), with a request for a read receipt.

- For LARPD to consider the protest to be valid, the protest must:
  - Protest to RFP process must be filed in writing within five (5) business days of the RFP issue date.
  - A second protest period is allowed before approval of a final Agreement. Protests for this period must be received in writing on or before 5:00 PM PST of the third business day following the posting of Notice of Intent to Award.
  - Clearly identify the specific irregularity or claim.
  - Clearly identify the specific LARPD determination or recommendation being protested.
  - Specify, in detail, the grounds of the protest and the facts supporting the protest; and include all relevant supporting documentation with the protest at time of filing.
- If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, LARPD or designee shall review the basis of the protest and all relevant information.

LARPD or designee will provide a written decision to the protestor within ten (10) business days from receipt of protest. The decision of LARPD, or its designee, is final and LARPD will consider no further appeals.

## **EXHIBITS**

- A. Sample Agreement
- B. Current Technical Environment (Available Upon Request)



**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is by and between the LIVERMORE AREA RECREATION AND PARK DISTRICT, a California Independent Special District, (hereinafter “LARPD”) and [\_\_\_\_\_] (hereinafter “Consultant”) for On-Call Professional Services covering the period from [September 1, 2024 – August 31, 2026].

RECITALS

- A. Consultant is a firm whose business address is [mailing address] and telephone number is [telephone number]. The website for Consultant is [full website address].
- B. LARPD requires a consultant to provide professional services for [insert services, i.e., comprehensive information technology managed services including, but not limited to, hardware, network, and software support and inventory management, on-call technical (“help desk”) and on-site support, remote access and email maintenance and security, back-ups, cyber-security, and disaster recovery]. Consultant represents that it is qualified and competent to provide and is experienced in providing professional services in these areas and is offering LARPD the required professional services during the period of this Agreement.
- C. In the judgment of LARPD, it is necessary and advisable to employ the services of Consultant for the purposes provided herein. The scope of these services is to include, but is not necessarily limited to, the services set out in Exhibit A attached hereto.
- D. In accordance with applicable State and local law, LARPD issued a Request for Proposal (RFP) for competitive proposals for [insert the proposal request, i.e., these required Information Technology Managed Services].

**THEREFORE**, FOR VALUABLE CONSIDERATION, THE PARTIES AGREE TO THE FOLLOWING:

I. SCOPE OF AGREEMENT:

- A. Term of Agreement: The term of this professional services agreement shall be from September 1, 2024 to August 31, 2026. During this term, Consultant shall provide the services listed in Exhibit A attached hereto and incorporated herein by reference at the time, place, and manner specified therein. In the event of a conflict between the terms of this Agreement and any Exhibit or other document as to the term of services, scope of services, payment(s), or other provisions related to Consultant’s services, the terms in this Agreement shall control.
- B. Changes: If the parties choose to make changes to the scope of services, the parties agree that changes may only be made by written amendment to this Agreement that is fully executed prior to the provision of any additional or modified services. The present scope of services will include, but is not limited to an initial assessment, desktop application and technical support, infrastructure maintenance and management, network administration, website related support, planning and project management, remote and on-site support, and end-user training.

## EXHIBIT A – SAMPLE PROFESSIONAL SERVICES AGREEMENT

C. Consultant Services: Consultant warrants that the professional experience, scope of services, and other material matters contained in its proposal are and will remain true during the term of this Agreement. Consultant shall perform all services under this Agreement, including, but not limited to, those described in Exhibit A, in the manner and accordance with the standards currently observed by competent practitioners in the State of California. Should Consultant's ability to diligently and competently render the professional services under this Agreement, Consultant shall provide timely, written notice to LARPD of the changes.

D. Term Extension: At the end of the initial Agreement term and in LARPD's sole discretion, this Agreement may be extended for a period of a year, no more than three times. Therefore, if the term of this Agreement is extended, the final extended term will end no later than August 31, 2029.

### II. FEES AND PAYMENT:

For services performed by Consultant in accordance with the Agreement, the fees and payment schedule for furnishing services shall be based on the rate schedule which is attached hereto as Exhibit B and incorporated herein by reference. Said fees shall remain in effect for the entire term of this Agreement. Consultant shall provide LARPD with a Federal Tax I.D. number prior to submitting its first invoice. LARPD will compensate Consultant in accordance with the terms and conditions of the Agreement, in an amount not to exceed \$[Dollar Amount]; in no event will the cost to LARPD for the services provided herein exceed [the maximum sum or maximum monthly sum] of \$[state max].

A. Invoices and Payments: For the services rendered in accordance with this Agreement, LARPD shall pay Consultant on a monthly basis, based on fee schedule per attached Exhibit B. Invoices submitted to LARPD for payment must contain a brief description of work performed, percentage of work completed, percentage of contract time used, percentage of contract amount expended and identification of the category/type of service. Invoices are to be submitted at the end of the calendar month. Following review of the invoice for clarity, work completed, charges to date, and related matters, a request for payment of the approved amount will be submitted. Provided there is no need for clarification or additional information, payment shall be made within thirty (30) days of receipt of Consultant's invoice.

B. Reimbursable Expenses: Any reimbursable expenses incurred during the month shall be itemized and accompanied by relevant documentation which shall be included as an attachment to the invoice.

C. Termination/Expiration of Agreement: Upon the end of this Agreement or any extension thereof, whether by termination or expiration, Consultant shall have sixty (60) days in which to submit final invoicing for payment for all services rendered and accepted by LARPD. An extension of time may be granted by LARPD upon receiving a written request thirty (30) days in advance of that said time limitation. LARPD shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit during this period.

III. CONFIDENTIALITY:

Consultant acknowledges and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by LARPD and that such information may contain proprietary or confidential details, the disclosure of which to third-parties may be damaging to LARPD or those related to LARPD, including, but not limited to, employees, volunteers, and customers/clients. Consultant agrees that all information disclosed by LARPD or discovered by or accessible to Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data and/or the data of its customers/clients.

Consultant agrees to protect all information gained in connection with this Agreement and treat it as confidential. Also, Consultant agrees that it shall not at any time, either directly or indirectly, divulge, disclose, or communicate in any manner information gained in connection with this Agreement to a third-party without the prior written consent of LARPD.

Further, Consultant shall not accept employment where information gained in connection with this Agreement could be used adversely to the LARPD's interest or the interests of its employees, volunteers, or customers/clients. Consultant agrees to notify LARPD immediately in writing if it is requested to disclose any information made known to, discovered by, or accessible to the Consultant during the performance of or in connection with this Agreement. The provisions in this Section shall remain in full-effect indefinitely including after termination/expiration of this Agreement.

A violation by Consultant of this section shall be deemed a material violation of this Agreement and shall justify legal and/or equitable relief.

IV. TERMINATION:

A. If Consultant fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, LARPD may terminate this Contract by giving five (5) calendar days written notice to the party involved.

B. Consultant shall be excused for failures to perform services herein if such services are prevented by acts of God or other external forces over which Consultant has no control but only for the period of time such performance is rendered impossible due to a qualifying event. Strikes, labor disputes, and other foreseeable manpower issues shall not excuse Consultant's failure to perform services required under this Agreement.

C. Either party hereto may terminate this Agreement without cause by giving no less than thirty (30) calendar days written notice to the other party. Any written notice of termination shall be sent by registered mail.

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D. In the event of termination not the fault of Consultant, Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of any required insurance is provided for the periods covered in the Agreement or extension(s). Consultant shall provide any hardware, software, or other items already invoiced at time of termination, unless such items can be cancelled and LARPD is provided the option as to whether to cancel the item and all fees and costs associated with the item are refunded and/or credited to LARPD. Under no circumstances shall LARPD be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by the Agreement. Consultant shall promptly deliver to LARPD all devices and/or materials owned by LARPD and documents related to the performance of this Agreement in Consultant's possession or control. All such documents shall be the property of LARPD without additional compensation to Consultant.

E. LARPD shall have the right to temporarily suspend Consultant's performance in whole or in part, by giving a written notice of suspension to Consultant. If LARPD gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

### V. RELATIONSHIP BETWEEN THE PARTIES:

A. Independent Contractor: It is expressly understood that in the performance of the services and obligations set forth in this Agreement, Consultant shall have the status of an independent contractor. Consultant and any and all of its agents, personnel, and employees shall act in an independent capacity and shall not be considered to be an employee of LARPD for any purpose. Consultant shall be solely responsible to pay all required taxes, including but not limited to, all withholding, social security, and workers' compensation.

B. No Agency: Except as LARPD may specify in writing, Consultant and its personnel, employees, and/or agents shall have no authority, expressed or implied, to act on behalf of LARPD in any capacity whatsoever as an agent. Consultant and its personnel, employees, and/or agents shall have no authority, express or implied, to bind LARPD to any obligations whatsoever.

C. No Assignment: Consultant shall not assign, subcontract, or transfer this Agreement or any interest or obligation herein without the prior written consent of LARPD, and then only upon such terms and conditions as LARPD may set forth in writing. Any attempt by the Consultant to so assign this Agreement or any rights, duties or obligation arising herewith shall be void and of no affect. Further, should LARPD provide written consent to any such assignment, subcontract, or transfer of this Agreement, nothing in any such consent may create or constitute an employment or agency relationship between LARPD and Consultant's assignee, subcontractor, transferee, or other replacement.

VI. COMPLIANCE/CONFORMANCE TO APPLICABLE LAWS:

Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, regulations, ordinances, and resolutions in effect during the term of this Agreement and any extension term. Consultant shall conform with the Americans With Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) and any regulations and guidelines issued pursuant to that law and Labor Code sections 1720, *et seq.* which require prevailing wages (in accordance with DIR determinations, *see*, [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720, *et seq.*

A. Business License: Prior to the LARPD's execution of this Agreement and before Consultant engages in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Livermore business license. Consultant shall keep said business license in full force and effect during the term of this Agreement and any extension term.

B. Anti-Discrimination and Anti-Harassment: Neither Consultant nor any agent, employee, personnel, assignee, subcontractor, or transferee of Consultant shall unlawfully discriminate against or harass any individual including, but not limited to, any employee, volunteer of, client/customer of, or visitor to LARPD based on race, color, religion, nationality, sex, sexual orientation, age, condition of disability, or any other protected class. Consultant and any/all of its agents, employees, personnel, assignees, subcontractors, or transferees understand and agree to be bound by and to comply with the anti-discrimination and anti-harassment mandates of all Federal, State and local statutes, regulations and ordinances.

C. Taxes: Consultant shall pay when due all applicable taxes, including, but not limited to, business and employment taxes.

VII. INSURANCE INCLUDING MINIMUM SCOPE AND LIMITS:

Consultant shall procure and maintain for the duration of this Agreement at its own cost insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Additionally, Consultant shall procure and maintain for the duration of this Agreement records of insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

During the term and any extension of this Agreement, Consultant shall maintain in full force and effect at its own cost and expenses the following minimum coverage:

A. Commercial General Liability (CGL): CGL Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

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shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: Automobile Liability Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non- owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation: Worker's Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

D. Cyber Liability: Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

1. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information.

2. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

E. Technology Professional Liability Errors & Omissions: Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence.

1. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information.

2. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

3. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of LARPD in the care, custody, or control of the Consultant.

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Prior to commencing any work hereunder, Consultant shall provide to LARPD proper certificates demonstrating that the types and amounts of insurance coverage specified and any endorsements required hereunder are properly issued and in effect. The certificates shall provide in writing that the insurance afforded by the certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LARPD. In addition, Consultant shall provide thirty (30) days written notice to LARPD of any suspension, cancellation, reduction of coverage or in limits, or voiding of insurance coverage required by this agreement.

VIII. NOTICES:

All notices herein required shall be in writing and shall be sent by certified or registered mail addressed as follows:

TO LARPD:

Mat Fuzie  
General Manager  
Livermore Area Recreation and Park District  
4444 East Avenue  
Livermore, California 94550

WITH COPY TO:

LARPD General Counsel  
Andrew Shen, Esq.  
c/o Renne Public Law Group  
350 Sansome Street, Suite 300  
San Francisco, CA 94104

TO CONSULTANT:

[Name]  
[Title]  
[Firm Name]  
[Address]

IX. ADDITIONAL PROVISIONS:

A. Indemnification. Consultant hereby agrees to protect, defend, indemnify and hold LARPD and LARPD's officers, directors, partners, shareholders, employees, agents, contractors and subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) in connection with any third party claim arising from or in connection

## EXHIBIT A – SAMPLE PROFESSIONAL SERVICES AGREEMENT

with the services under this Agreement, except those resulting from the negligence or willful misconduct of LARPD or LARPD's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors. The indemnity provisions of this Paragraph shall survive the termination, cancellation, or expiration of this Agreement

B. Litigation between the Parties. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees, expert witness fees, and court costs, including appeals, if any. This provision shall not be construed to entitle any party other than Consultant and LARPD to recover their fees and expenses.

C. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of California.

D. Venue. Any legal dispute regarding this Agreement shall be brought in the Superior Court in and for the County of Alameda, State of California or any other appropriate court or tribunal within Alameda County.

E. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements, between the parties with respect to the subject matter and property covered by this Agreement.

F. Severability. If any term of this Agreement is found to be void or invalid, the invalid portion shall be renegotiated to give effect the original intent to the maximum extent permissible under law. If the parties cannot agree, a court or arbitrator shall reinterpret the portion to reflect what it finds to be the original intent as permissible under law. Other provisions shall be unaffected except to the extent modification is necessary for consistency with the renegotiated/reinterpreted term. Complete severance of void or invalid provisions shall only occur if the portion(s) cannot be saved and the remaining terms of this Agreement shall continue in full force and effect.

G. Interpretation. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. Captions are for convenience only and are not to define or limit the construction of the terms and conditions contained therein.

H. Waiver. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

I. Authority. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.



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J. Counterparts. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but when assembled together shall constitute one integrated instrument.

[SIGNATURES APPEAR ON NEXT PAGE]

SAMPLE

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IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

SAMPLE