



City Albany

REQUEST FOR PROPOSALS Hyperconverged Infrastructure Solution and Services

RFP Submittals Due 4:00 PM August 5, 2021

Request for Proposals

Hyperconverged Infrastructure Solution and Services

City of Albany
1000 San Pablo Ave
Albany, CA 94706

Notice To Vendors

The City of Albany ("City") is accepting Proposals for a **solution and services related to a Hyperconverged Infrastructure** as specified on the attached pages, until Thursday, August 5, 2021 at 4:00 PM PST. Late proposals will not be accepted.

Term

This is a one (1) time purchase. It is the City's expectation that the work should take approximately twelve (12) weeks to complete after the City provides Notice to Proceed.

Pre-Proposal Meeting and Tour

The City will host an optional virtual pre-proposal meeting on July 14, 2021 at 10:00 AM PST.

Deadline for Questions

The deadline for questions regarding the RFP is Thursday, July 22, 2021 at 5:00 PM PST. All questions must be submitted in writing, either via e-mail to:

Anne Hsu, City Clerk
City of Albany
1000 San Pablo Avenue
Albany CA 94706
Email: CityClerk@albanyca.org.

Questions will not be answered over the phone.

1. OVERVIEW

The City of Albany (“City”) is inviting prospective Vendors to submit proposals to supply a Hyper-Converged Infrastructure (HCI) to replace the current data center server infrastructure that hosts the current VMWare vSphere environment. The City has hired ClientFirst Consulting Group, LLC to assist in the selection of the Successful Vendor. ClientFirst Consulting Group is not a value-added reseller and will not be responding to this RFP.

The successful Vendor will supply the City and Police Department (“PD”) with a HCI solution and required professional services to install, configure, and integrate the solution. This implementation should simplify management of the City’s and PD’s IT infrastructure by introducing a modern, increased performance, high availability, scalable architecture, and resiliency that supports current and future data center requirements.

To reduce the overall complexity and interoperability of the proposed HCI solution, the City and PD is seeking a single vendor to provide all products and services. It is the expectation that the successful Vendor will perform all duties required to implement a fully functional system including implementation of all hardware and software components. Vendor proposal should include the full migration of existing virtual machines over to the new HCI environment.

Vendor must submit a complete proposal that satisfies all requirements as stated in this RFP and its addendums. This RFP also contains all major terms and conditions that the successful Vendor will be expected to accept.

2. PURPOSE

The City of Albany is issuing this Request for Proposals (RFP) to invite qualified firms to submit a proposal for design, equipment, software and services required for the migration from an existing VMware environment to a hyperconverged infrastructure ("HCI"). The HCI design will provide flexibility, resiliency, enhanced security and future expandability of the City's and Police Department network infrastructure. The HCI installation will include configuration and implementation services for the proposed solution.

Vendors must bundle the proposed designed product, Post-implementation Support, Vendor approved training, and technical labor, warranty and customer support information. The proposed solution will include an itemized list delineating material and labor included in the proposed solution

Ideally, Vendors will be able to demonstrate previous successful experience of their proposed solution with other municipalities similar in size to the City of Albany.

2.1. Definitions

- 2.1.1. "City" - refers to the City of Albany.
- 2.1.2. "PD" – refers to the City of Albany Police Department.
- 2.1.3. "RFP" - refers to this Request for Proposals and related documents.
- 2.1.4. "Vendor" – a firm who can provide the solution and services described in this RFP and who is considering submitting a proposal.
- 2.1.5. "Awarded Vendor" - the firm whom the City selects for the award of this contract. The Awarded Vendor's proposal will be the one that the City deems to offer the greatest value to the City.
- 2.1.6. "IDF" - Intermediate distribution frame, a cable rack that interconnects and manages the telecommunications wiring between an MDF and workstation devices
- 2.1.7. "MDF" - Main distribution frame, a cable rack that interconnects and manages the telecommunications wiring between itself and any number of IDFs. Unlike an IDF, which connects internal lines to the MDF, the MDF connects private or public lines coming into a building with the internal network.
- 2.1.8. "HCI" – the Hyperconverged Infrastructure Solution
- 2.1.9. "DR" – disaster recovery

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3. RFP SCHEDULE

The City anticipates the following schedule for this RFP.

Event	Date
Post RFP	7/8/2021
Pre-bid meeting and Tour	7/14/2021
Deadline for Questions	7/22/2021
Proposals Due	8/5/2021
Proposal Evaluation	TBD
Optional Interviews	TBD
Finalize Contract	TBD

4. SELECTION PROCESS

The City will read and score each proposal based on the following criteria in order to determine which proposal provides the best value.

Criteria	Max Points
Total Cost of Ownership (5 years)	30
Design and Technical Features	35
References (Manufacturer and Vendor)	10
Implementation Plan – includes Vendor's proposed project approach and timeline	15
Completeness of RFP response	10
Total	100

After each proposal has been reviewed and scored, the City *may* invite one (1) or more finalists to interview with the selection committee. The City will then negotiate a contract with the Vendor whose proposal and resources are deemed to offer the best value to the City. All contract awards must be approved by City Council.

- 4.1. The City requires that Awarded Vendor's designated project manager and City IT develop an overall procurement and implementation schedule.
- 4.2. The Awarded Vendor will coordinate the delivery and implementation of the proposed equipment with the City.
- 4.3. The City will be responsible for:
 - 4.3.1. Rack space
 - 4.3.2. Reliable power outlets
 - 4.3.3. Providing required network information to selected Vendor.
- 4.4. Vendor will be responsible for:
 - 4.4.1. New HCI design and implementation
 - 4.4.2. Physical installation of HCI equipment

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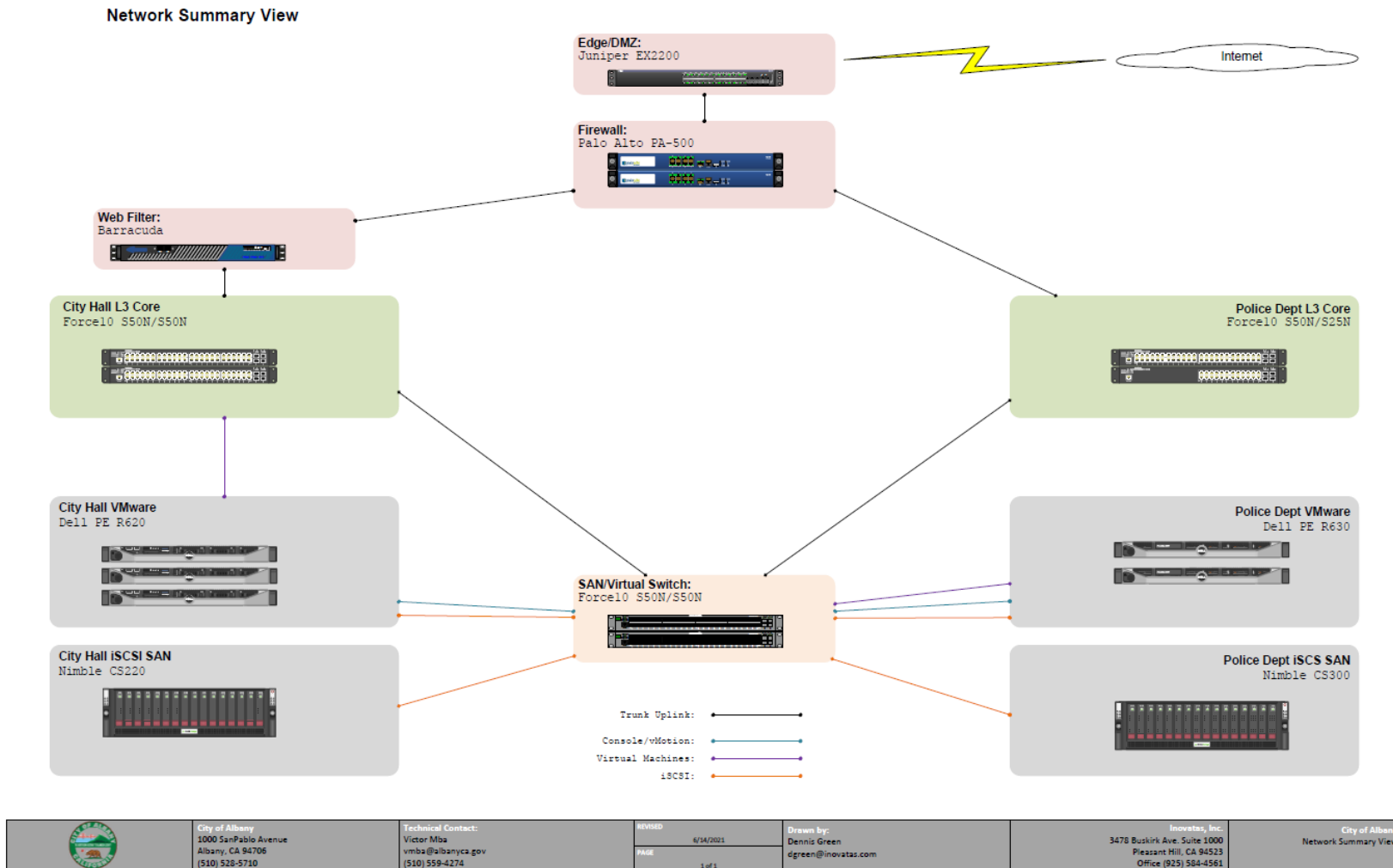
- 4.4.3. Develop detailed migration path of existing virtual machines into new environment.
- 4.4.4. Test migration of several servers to verify usability, performance, and configuration.
- 4.4.5. Equipment labeling
- 4.4.6. Registering equipment with the manufacturer
- 4.4.7. Final as-built documentation and configuration information
- 4.5. The Vendor should provide a detailed project plan in terms of activity and phasing timelines (number of days) required for executing the project with the details of deliverables and milestones including the delivery of Server components. The Vendor shall designate a Project Manager who would be the single point of contact during the complete project implementation. It will be looked upon favorably if the Project Manager has previous experience working with small/medium municipalities.
- 4.6. The Vendor must analyze, review, and gather performance metrics and ensure the proposed system performs optimally.
- 4.7. The Vendor shall be responsible for installing / configuring of all patches / updates / upgrades required for the offered solution without any extra cost to City during the warranty period.
- 4.8. All service requests for HCI equipment before final acceptance should be received, managed, executed, and tracked to closure by the Vendor and not through Authorized Service Provider.
- 4.9. The Vendor at no additional charge will coordinate returns with the manufacturer for any reason (i.e., damaged equipment, dead-on-arrival, etc.)
- 4.10. The Vendor is responsible for insurance of equipment until it is delivered and signed for by City personnel.
- 4.11. Unless otherwise specified in the specifications, all items on which a vendor submits a proposal shall be new, of the latest model or manufacture and shall be at least equal in quality to that specified in the bidding documents.

5. Clarification

The evaluation committee may require clarification from Vendors to assist in making its evaluation.

6. EXISTING INFRASTRUCTURE

6.1. Exhibit 1 (below) is an overview of the City data network:



RFP for Hyperconverged Infrastructure Solution and Services

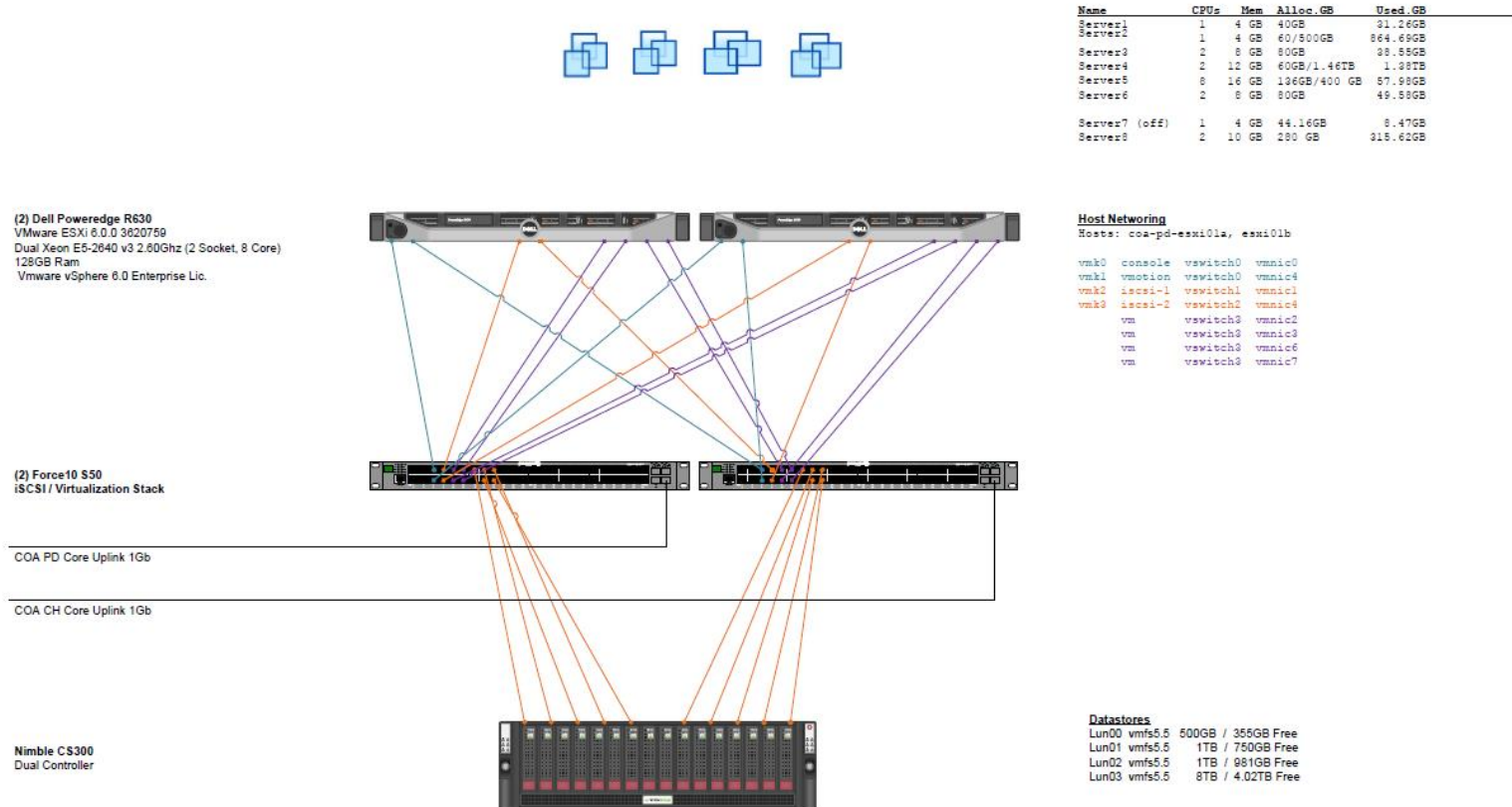
6.2. The City's existing environment consists of Dell servers.


Qty	Model	Description
2	R630	Police Department Virtual Cluster
3	R620	City Hall Virtual Cluster

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6.3. Exhibit 2 (below) is an overview of the Police Department virtual cluster:

PD VMware Virtual Environment

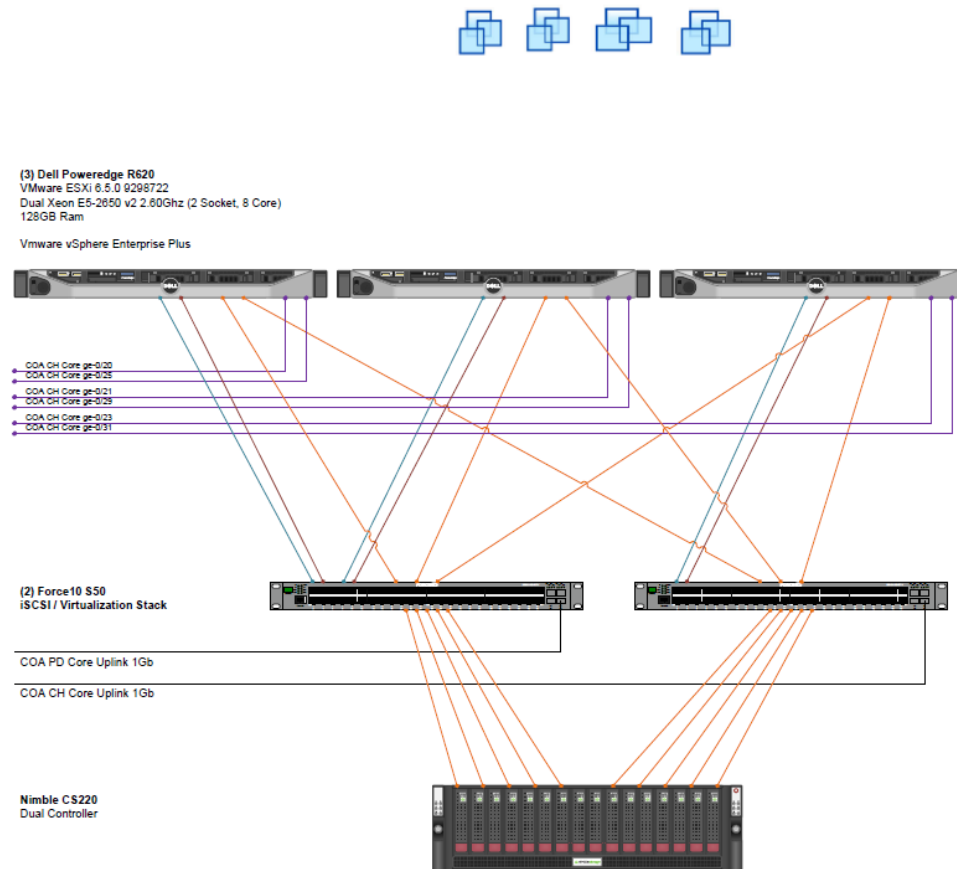


	City of Albany 1000 SanPablo Avenue Albany, CA 94706 (510) 528-5710	Technical Contact: Victor Mba vmba@albanyca.gov (510) 559-4274	REVISED 6/14/2021 PAGE 1 of 1	Drawn by: Dennis Green dgreen@inovatas.com	Inovatas, Inc. 3478 Buskirk Ave. Suite 1000 Pleasant Hill, CA 94523 Office (925) 584-4561	City of Albany Police Department VMware Environment
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6.4. Exhibit 3 (below) is an overview of the City Hall virtual cluster:

CH VMware Virtual Environment



Name	CPUs	Mem	Alloc GB	Used GB
esxi-01	1	3GB	14.94 GB	14.94 GB
esxi-02	1	3GB	14.94 GB	14.94 GB
esxi-03	1	3GB	14.94 GB	14.94 GB
Server1	2	8GB	88.11 GB	42.26 GB
Server2	2	4GB	84.11 GB	30.83 GB
Server3	2	8GB	88.11 GB	34.33 GB
Server4	2	16GB	166.11 GB	166.08 GB
Server5	4	16GB	140.65 GB	16.11 GB
Server6	4	8GB	88.11 GB	48.04 GB
Server7	4	2GB	85.35 GB	2.11 GB
Server8	4	16GB	76.22 GB	76.22 GB
Server9	4	4GB	1 TB	166.2 GB
Server10	8	24GB	591.27 GB	134.29 GB
Server11	8	16GB	936.16 GB	930.27 GB
Server12	8	20GB	1.41 TB	732.42 GB
Server13	8	16GB	616.11 GB	479.01 GB
Server14	8	16GB	411.15 GB	16.1 GB
Server15	16	16GB	1.09 TB	1.08 TB
Server16	16	32GB	697.11 GB	555.29 GB

Host Networking

Hosts: esxi-01, 02, 03 vmk0

```
console vswitch0 vmnic0
vm vswitch0 vmnic1
vm vswitch1 vmnic2
vm vswitch1 vmnic3
vmk1 iscsi-1 vswitch2 vmnic6
vmk2 iscsi-2 vswitch2 vmnic7
vmk3 vmotion vswitch3 vmnic4
vm vswitch4 vmnic5
```

Datasources

```
cha-vol-1 vmfs5.5 1TB / 354GB Free
cha-vol-1 vmfs5.5 1TB / 756GB Free
cha-vol-1 vmfs5.5 1TB / 176GB Free
cha-vol-1 vmfs5.5 2TB / 797GB Free
cha-vol-1 vmfs5.5 2TB / 89GB Free
cha-vol-1 vmfs5.5 1TB / 769GB Free
```

	City of Albany 1000 SanPablo Avenue Albany, CA 94706 (510) 528-5710	Technical Contact: Victor Mba vmba@albanyca.gov (510) 559-4274	REVISED	Drawn by: Dennis Green dgreen@inovatas.com	Inovatas, Inc. 3478 Buskirk Ave. Suite 1000 Pleasant Hill, CA 94523 Office (925) 584-4561	City of Albany City Hall VMware Environment
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- 6.5. Server OS – Server environment is a mixture of Windows 2008R2, 2012 and 2016 and Linux.
- 6.6. The City has an Enterprise Agreement with Microsoft.
- 6.7. Virtualization – All virtual servers are VMWare vSphere 6.5.0. The City uses vCenter for management.
- 6.8. City Hall has 20 guest VMs across 3 host servers.
- 6.9. Police Department has 13 guest VMs running on Dell R630 Cluster
- 6.10. Performance - The current environments are described below only as a frame of reference:

City Hall Combined Resources and Utilization

CPU	Peak CPU	Net CPU	Cores
	24.1GHz	124.8GHz	48
Memory	Total Memory		
	383.87GB		
Storage	Used TB	Free TB	Total TB
	5.43	2.57	8.00
IOPS	2788 at peak, 1516 at 95%		

Police Department Combined Resources and Utilization

CPU	Peak CPU	Net CPU	Cores
	8.2GHz	83.2GHz	32
Memory	Total Memory		
	255.82		
Storage	Used GB	Free GB	Total GB
	4.46TB	6.06TB	10.52TB
IOPS	1152 at peak, 161 at 95%		

- 6.11. Backup
 - 6.11.1. City utilizes Barracuda Backup.
 - 6.11.2. 11.1 TB of storage currently in use
- 6.12. Databases
 - 6.12.1. Existing environments consist of SQL servers, versions 2019 standard, 2017 Express and 2008 R2.
- 6.13. Major Applications –
 - 6.13.1. The following on-premises applications are SQL dependent:

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6.13.1.1. CAD/RMS SQL

6.13.1.2. New World ERP

6.13.1.3. Esri (ArcGIS)

5.8. LAN/WAN – The City's existing network environment is being upgraded with Dell switches providing 10Gb connectivity for HCI solution.

5.8.1 City Hall and Police Department are connected by copper.

5.8.2. Current link speed is 1Gb.

5.9. Internet – The City maintains a 50Mb TelePacific connection at City Hall.

5.9.1 City is in the process of obtaining a second ISP for redundancy, estimated speed 300mps or greater.

7. REQUIREMENTS

- 7.1. Please provide a narrative description of your product's ability to comply with each item in this section as appropriate. Each description should refer to the section and item number being addressed.
- 7.2. To ensure proper review and evaluation, respondents are encouraged to include network diagrams, rack elevations, and any other supporting information to demonstrate a clear understanding of the requirements, the specifications for the proposed system, and that the proposed system is a complete turn-key system.
- 7.3. The proposed solution must include a standardized and up-to-date hypervisor pre-installed.
- 7.4. The proposed solution must integrate hardware, storage, hypervisor, management, data protection, and replication tools.
- 7.5. All proposals must include one (1) year of 24x7x365 system support and maintenance.
- 7.6. The support coverage should account for hardware, hypervisor, and management software with a single escalation point for all incidents and problems.
- 7.7. The successful solution must demonstrate the ability to scale compute and/or storage capacity quickly and easily in response to future system or data growth.
- 7.8. The solution will provide ease of expandability for resources assigned to virtualized systems running on the proposed platform.
- 7.9. The solution must be considered 99.999% reliable with no single point of failure, fully redundant, and hot-swappable components wherever possible.
- 7.10. The solution must be able to provide fully redundant multi-path capability to both storage and network paths.
- 7.11. The solution must be manageable from a secure web-based interface.
- 7.12. Any separate management devices required must be included in the solution.
- 7.13. The solution must be able to provide detailed reporting on current and historical utilization.

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- 7.14. The management system must include comprehensive online and remote monitoring abilities with the solution including any necessary hardware or software.
- 7.15. The solution must generate email alerts for any critical hardware or software events that may occur.
- 7.16. The solution must include out-of-band management for the entire system.
- 7.17. The proposed solution will support 10GbE network connections.
- 7.18. The proposal must include all necessary hardware and software to provide an active/active configuration of all production systems between primary and secondary datacenter.
- 7.19. The solution must support non-disruptive updates and upgrades.
- 7.20. Vendors shall demonstrate the ability of the proposed solution to reduce and simplify the effort of system management and administrative tasks.
- 7.21. The City prefers an HCI solution with a fully integrated backup solution capable of supporting or providing the following:
 - 7.21.1. Integrated solution capable of utilizing HCI storage.
 - 7.21.2. Improve resiliency, while reducing backup complexity and simplifying management
 - 7.21.3. Improve data protection capabilities and disaster preparedness.
 - 7.21.4. Solution must reduce the need redundant backup server equipment.
 - 7.21.5. Capability to integrate with hybrid-cloud services.
 - 7.21.5.1. Data archival
 - 7.21.5.2. Instant recovery options
- 7.22. Proposals should include professional services to implement the solution, including forecasted delivery or travel costs. The Vendor shall describe its project management process with the proposal response.
- 7.23. The successful vendor will provide system administration overview and knowledge transfer to City of Albany IT staff on the implemented solution.

8. SCOPE OF WORK

- 8.1. The broad scope of work as detailed in this section refers to the hardware and system software that is procured through this procurement and used for implementing the Hyperconverged Infrastructure solution at the primary data center located in City Hall. City Hall shall contain two individual clusters, one for City Hall and one for PD. DR services are currently located in Las Vegas. DR solution should remain geographically outside the state of California or provided by way of a Cloud solution.
- 8.2. The Vendor shall be responsible for design, supply, installation, configuration, testing and commissioning of the Hyperconverged Infrastructure solution.
 - 8.2.1. The Vendor must prepare architecture design, optimize network to increase performance, documentation, project plan and training as part of the implementation services.
- 8.3. The Vendor shall provide Project Management for the entire duration of the Project.

- 8.4. Installation and configuration of supplied hardware associated system software and system integration must be carried out by Vendor.
- 8.5. Vendor should propose highly scalable solution. Solutions with limited scalability are not acceptable. Solutions which are not in the marketplace through traditional channels for over one (1) year will not be considered.
- 8.6. The Vendor shall provide a comprehensive Project Plan including Risk, Quality, Migration, Conversion, Resource, Change and Communication Management Plan. The Vendor needs to submit a detailed plan for implementation of the solution.
- 8.7. The solution implemented should have High-Availability capability to ensure that systems will be available without interruption.

9. SCOPE OF CONVERGED INFRASTRUCTURE Proposal

- 9.1. Proposed solution must be configured as Active/Active clusters located in City Hall, for both City Hall and PD. DR solution shall be provided at a secondary site geographically outside of California.
 - 9.1.1. Loss of primary site shall result in automatic transfer system services to secondary site.
 - 9.1.2. Site to site failover testing from the primary to the secondary site will be required for solution acceptance.
- 9.2. Redundant data storage arrays at each data center location providing 40TB of useable storage per cluster.
- 9.3. Fault tolerance and health monitoring capabilities
- 9.4. Hardware compression and deduplication features
- 9.5. Hardware-based end-to-end data encryption for data in use, in flight, and at rest
- 9.6. Backup solution for each cluster must contain 40TB's of useable storage.

10. Technical Requirements

- 10.1. Must be capable of supporting various hypervisors and cloud technologies.
- 10.2. Simplified deployment and administration features
- 10.3. The solution must provide N+1 resilience such that in the event of a component failure there will be no loss of performance and or no data loss.
- 10.4. The solution must allow data store to be migrated from any host to any other host in the configured environment.
- 10.5. The solution must be able to upgrade any system component; controller software, hypervisor, and firmware without the requirement of any external manufacturer provided support.
- 10.6. The solution must support an initial configuration with a minimum of 60 CPU Cores, 800 Gb memory and 40 Tb of available storage.
- 10.7. The solution must be able to demonstrate non-disruptive scaling down or up of the cluster to allow graceful decommissioning of older nodes or the addition of new nodes.

- 10.8.** To ensure the efficient use of storage, the solution must support data deduplication, compression on a per data store basis with the ability to disable the deduplication and/or compression at any time.
- 10.9.** The IT operational team must have the ability to monitor the solution including platform resource usage and cluster health with proactive flagging of issues.
 - 10.9.1.** The solution must allow IT to view performance metrics across entire platform from a single user interface.
- 10.10.** Support for ready integration with cloud data upload, backup, recovery, and/or Disaster Recovery (DR) services and capabilities
 - 10.10.1.** Vendors must specify and separately price a compatible disaster recovery solution. Preference would be given to the reuse of existing infrastructure components, if possible, in the design of the disaster recovery solution.
- 10.11.** The successful Vendor must provide the environmental and physical requirements for implementation of the solution including power, cooling, and space requirements.
- 10.12.** Vendors must provide an option for ongoing support and maintenance.

11. SECURITY FEATURES

- 11.1.1. Data protection and encryption
 - 11.1.1.1. Provide encryption of data-at-rest for sensitive information.
 - 11.1.1.2. Provide encryption of data in transit.
- 11.1.2. Ensure necessary security feature are built in to the proposed HCI solution.
 - 11.1.2.1. Provide distributed security for both on-premise and in the cloud
 - 11.1.2.2. Ability to protect resources at the control, data, and management plane.
 - 11.1.2.3. Support micro segmentation
 - 11.1.2.4. Configurable role-based access control
 - 11.1.2.5. Support single sign-on for administrators and end users.
 - 11.1.2.6. Capable of supporting multi-Cloud security.
- 11.1.3. Built-in resiliency, including backup and disaster recovery (DR)
 - 11.1.3.1. Cloud services and ability to spin up virtual machines.
- 11.2. Availability
 - 11.2.1. The solution must be configured in high availability mode and should ensure there are no single point of failure. Availability of the solution should be 99.999% uptime to be analyzed on quarterly basis.
- 11.3. Health and Performance Monitoring Features
 - 11.3.1. The proposed solution must be managed centrally through a single Management Console.
- 11.4. The management platform must be configured to proactively detect the health issues and service degradation/interruptions and should be able to create event / alerts to administrators through Email or SMS.

12. POST-IMPLEMENTATION REQUIREMENTS

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12.1.1. City requires a minimum of eight (8) hours on-site support following cutover.

12.1.2. Dress cables neatly in Velcro wraps

12.2. Documentation

12.2.1. Provide Topology Documentation (Visio format)

12.2.2. Document the serial number/model/location of installed equipment.

13. TRAINING

13.1. Provide manufacturer certified training for one (1) City employee, to be trained to configure, operate, and maintain the proposed solution. The City may use these vouchers at any point in time over a time period of 24 months following completion of implementation.

13.2. Provide a list of electronic and printed documentation provided for implementation, operation, use, and administration of the whole solution.

13.3. In addition to formal training, the City requires the Vendor to provide on-site training of key concepts which are specific to the proposed solution. The Vendor must specify the type of training provided. A minimum of eight (8) hours of knowledge transfer training is required.

14. ADDITIONAL CAPABILITIES / FEATURE DESCRIPTIONS

14.1. Please describe any features or capabilities not delineated above that would be useful for understanding and evaluation of the total proposed solution. Note any items that have extra costs associated with them.

15. CUSTOMER SERVICE AND WARRANTY

15.1. Please describe the Customer Support Structure, including specific process and procedures. Please include or describe the following, including both product details and cost method (i.e., per hour, Per-day, included with contract, etc.). Also, please indicate the roles of the manufacturer and reseller in each item.

15.2. Warranty:

15.2.1. Base bid shall include a one-year manufacturer's parts-and-labor warranty, 24 x 7 hours on all equipment.

15.2.2. Please describe any extended warranty period alternatives, including any ongoing annual or recurring fees for maintenance support including firmware, software revisions, new versions of OS, etc.

16. GENERAL REQUIREMENTS

16.1. The Vendor shall furnish and install all required material and/or equipment to complete the work as described within the RFP documents and as specified herein for the City.

16.1.1. Refresh and consolidate the Server infrastructure and simplify management across sites.

16.1.2. Protect critical City data and ensure availability of the same in case of disaster.

16.1.3. Must allow seamless Integration with existing Servers, SAN and Network landscape for present and future applications planned for procurement.

16.1.4. Must allow faster provisioning of Servers.

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- 16.1.5. Must provide high availability for business resiliency.
- 16.2. **Trade names, models, or catalog numbers are specified herein as a point of reference, the City will consider equivalent solutions.** If items other than those specified are substituted, the Vendor must state this in his proposal, providing the name of the manufacturer, model, or catalog number, etc., and submit literature thereon to aid the City in evaluating the submitted item(s). The City will have sole discretion when determining the equivalence of a product, and all such decisions will be final. It will be assumed that if no changes are indicated, items will be furnished as specified.
- 16.3. The City reserves the right to return any merchandise that does not comply with the specifications and conditions at the Vendor's expense.
- 16.4. The quantities of items stated in the RFP specifications are intended as a reasonable estimate of the City's anticipated needs for the purposes of this RFP only. Such quantities may not be construed as a promise or City reserves the right to increase or decrease quantities requested on the RFP and all alternates in the event that the City's actual needs differ from the estimates stated herein.

17. REFERENCES

- 17.1. Provide at least four references with at least one of which is a government agency for whom the firm has provided similar procurement and implementation services of your proposed solution.

Reference (use same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Implementation Date of Comparative System	
Description of Comparative System – please be specific and detailed	

Reference (use same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Implementation Date of Comparative System	
Description of Comparative System – please be specific and detailed	

Reference (use same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Implementation Date of Comparative System	
Description of Comparative System – please be specific and detailed	

Reference (use same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Implementation Date of Comparative System	

RFP for Hyperconverged Infrastructure Solution and Services

Description of Comparative System – please be specific and detailed	
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18. PROPOSAL REQUIREMENTS

- 18.1. Each proposal MUST include the following items in order to be considered for this contract.
 - 18.1.1. Cover Letter (one (1) page document that includes the Vendor's name and the name, e-mail address, and phone number of the Vendor contact for this proposal)
 - 18.1.2. Bill of Materials Cost Sheet **Please also see Section 19 below for the City's requirements regarding pricing.**
 - 18.1.3. Four references (as requested in *References* section)
 - 18.1.4. Resumes of Project Manager and lead technical expert.
 - 18.1.5. Customer Service and Warranty information (as requested in *Customer Service and Warranty* section)
 - 18.1.5.1. Manufacturer warranty
 - 18.1.6. This RFP document – with comments by Vendor acknowledging all technical and functional requirements (example: "Vendor has read and acknowledges compliance with this section").
 - 18.1.7. Training program (as described in *Training* section)
 - 18.1.8. Any additional features (as requested in *Additional Capabilities / Feature Descriptions* section)
 - 18.1.9. Vendor's timeline (includes major project milestones, and explanation of the proposed solution's methodology for minimizing downtime)
 - 18.1.10. Vendor's Service Level Agreement and Escalation Procedures
 - 18.1.11. Vendor's Maintenance/Support or License Agreement
 - 18.1.12. Conflict of Interest (CIQ) form
 - 18.1.13. TGC 2270 Declaration
 - 18.1.14. Insurance certificate or confirmation form – the City's insurance requirements are attached. The Awarded Vendor will be required to obtain cyber insurance in addition to general liability and automobile insurance.

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19. PROPOSAL RESPONSE PRICING

- 19.1. Attach a detailed Bill of Material for all equipment proposed including make, model, SKU, list price and proposed price.
- 19.2. Provide pricing for the complete hyperconverged infrastructure (“HCI”) software and hardware installation along with virtual machine migration.
- 19.3. Vendor is expected to fix all prices at the proposed amounts for the duration of the contract.
- 19.4. The City reserves the right to increase or decrease the quantity of equipment to be purchased under this RFP. Any additional equipment purchased shall be priced at the proposed in the detailed bill of material provided by the Vendor as a part of their proposal.
- 19.5. The following sections should be filled out and included with your proposal.

Item	Description	Unit Price	Quantity	Ext. Price
Per Node Configuration				
Appliance		\$ -		\$ -
CPU		\$ -		\$ -
Memory		\$ -		\$ -
Storage		\$ -		\$ -
Networking		\$ -		\$ -
Licensing		\$ -		\$ -
Training/Certs		\$ -		\$ -
Installation		\$ -		\$ -
Other		\$ -		\$ -
Other		\$ -		\$ -
Shipping		\$ -		\$ -
Tax		\$ -		\$ -
Total Hardware/Software Cost				\$ -

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Annual Support		
Item	Description	Unit Price
Year 1		\$ -
Year 2		\$ -
Year 3		\$ -
Year 4		\$ -
Year 5		\$ -
Total Five-Year Cost		\$ -

19.6. All associated charges, including shipping and taxes must be included in the grand total of the submitted proposal.

19.7. Warranty Acknowledgment

19.7.1. HCI Manufacturer Warranty – Yes ____ No ____

19.7.2. Enclose sample copy of warranty certificate.

19.8. Authorization

19.8.1. Signature of Authorized Company Representative:

19.8.1.1. Name of Authorized Rep. - (Typed): _____

19.8.1.2. Signature: _____

19.8.1.3. Date: _____

19.8.1.4. Employer Identification Number: _____

19.8.1.5. Company Name: _____

19.8.1.6. Street Address: _____

19.8.1.7. City, State, Zip: _____

20. SUBMIT A PROPOSAL

Hard copies of proposal must be received by **Thursday, August 5, 2021 by 4:00 PM.**

Proposals by email only will not be deemed as received and will not be considered.

Please submit five (5) copies of the proposal and one (1) electronic submittal via email.

Proposals must be sent to:

Anne Hsu, City Clerk
City of Albany
1000 San Pablo Avenue
Albany, CA 94706
E-mail: cityclerk@albanyca.org
Phone: (510) 528-5710

21. GENERAL CONDITIONS

The City reserves the right to:

- Waive any informalities or minor irregularities
- Accept or reject any and all proposals, or any items or part thereof
- Withdraw or cancel this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any proposer(s) responding to this RFP
- Modify the RFP as it deems necessary;
- Make available the proposals received by the City to any person upon request. Any information submitted to the City becomes public records and are subject to the Public Records Act
- Seek any clarification or additional information from proposers as is deemed necessary to the evaluation of a response
- Negotiate with the second-choice proposer if an acceptable contract is unable to be negotiated with the first-choice proposer within a reasonable period of time
- Reject any and all proposals, and to seek new qualifications when it is in the best interest of the City to do so
- Judge the correctness, substance, and relevance of the proposers' written or oral representations, including seeking and evaluating independent information on any of the proposers' work cited as relevant experience
- Contract with separate entities for various components of the services.

All expenses related to any firm's response or other expenses incurred during the period of time the selection process is underway, are the sole obligation and responsibility of that firm. The City will not, directly or indirectly, assume responsibility for such costs except as otherwise provided by written agreement.

The firm awarded the contract will be required to enter into a Professional Services Agreement with the City of Albany which includes the City's standard Terms and Conditions including insurance requirements (see sample contract attached as Exhibit A). The firm awarded the contract will also be required to obtain a City of Albany business license before commencing work in the City.

EXHIBIT A

**CONTRACT #
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF ALBANY AND
FOR PROJECT:**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this ____ day of _____ 20__ by and among the City of Albany a California charter city ("CITY") and _____ [California corporation, partnership, LLC or LLP, or individual] ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of _____ from the date of execution of this AGREEMENT, as first shown above. Such term may be reduced or extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed _____ unless additional compensation is approved in writing by the City Council or City Manager.

Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may

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otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

CONSULTANT shall obtain and maintain in full force and effect during the term of this AGREEMENT a Business License from the CITY's Finance Department. Provide City of Albany Business License number and Expiration Date on Page 11 of this contract.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et M., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance

of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, or may be, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Administrator, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) CITY and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or *willful* acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or *willful* acts or omissions.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Administrator. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the CITY. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at

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law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

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SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Nicole Almaguer
City Manager
City of Albany
1000 San Pablo Avenue
Albany, CA 94706

TO CONSULTANT:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 27. WAIVER

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Alameda County. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29. CLAIMS.

All claims arising out of or related to this agreement must be presented not later than six (6) months after the accrual of the cause of action. Such claims shall be governed by the provisions of the Albany Municipal Code and such claims shall further be governed by the provisions of section 930.4 of the Government Code for the purposes of filing leave to present a later claim. It is further provided that subdivision (b) of section 911.4 sections 911.6 to 912.2, inclusive and section 946.6 are applicable to all such claims, and the time specified in this agreement shall be deemed the "time specified" in section 911.2 within the meaning of sections 911.6 and 946.6.

SECTION 30. W-9 FORM

Complete the attached EXHIBIT "D W-9 FORM" that will be removed from this contract and forwarded to our Finance Department for use during invoice processing.

SECTION 31. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "D", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF ALBANY:

By _____
Nicole Almaguer, City Manager

Date _____

CONSULTANT:

By _____
(Authorized Officer)

Name:

Title:

By _____
(Authorized Officer)

Name:

Title:

APPROVED AS TO FORM:

Malathy Subramanian, City Attorney

Date _____

City of Albany Business ID #:

BL _____

Expiration Date:

City of Albany Exhibit C
Insurance Requirements – Professional Services Agreements

I. Professional Liability Insurance

a. Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

II. Commercial General Liability

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office (ISO) form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the City and its officers, officials, employees, and agents using ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

II. Business Automobile Liability

a. Consultant shall provide auto liability coverage for automobiles using ISO Business Auto Coverage form CA 00 01 (or equivalent), coverage symbol 1 – any auto (except where Consultant has no owned autos, coverage symbols 8 – hired autos and 9 – non-owned autos), with a limit of no less than two million dollars (\$2,000,000) per accident. Consultant's business automobile liability policies shall be

primary and shall not seek contribution from the City's coverage and be endorsed to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

b. Coverage shall contain a waiver of subrogation in favor of the City.

III. Workers' Compensation and Employers' Liability

a. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

IV. All Coverages

a. For each insurance policy required by the Agreement, coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City by Consultant, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-:VII or higher.