
File ID: 2025-01538

9/16/2025

**Agreement: Supervisory Control and Data Acquisition (SCADA) Network Design and Support
(Published for 10-Day Review 09/03/2025)**

File ID: 2025-01538

Location: Citywide

Recommendation: Pass a **Motion** authorizing the Interim City Manager or designee to execute a Professional Services Agreements with Evergreen Services Group dba Executech Utah, LLC to provide SCADA Network Design and Support for the Department of Utilities (DOU) for a maximum of five years and an amount not-to-exceed \$1,000,000.

Contact: Deanne Neighbours, Logistics Manager, (916) 808-3536, dneighbours@cityofsacramento.org; Charley Cunningham, Wastewater and Drainage Division Manager, (916) 808-5518, ccunningham@cityofsacramento.org; Sherill Huun, Interim Director, (916) 808-1455, shuun@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:

1-Description/Analysis

2-PRC003743_Evergreen Services (SCADA)

Description/Analysis

Issue Detail: The Department of Utilities (DOU) has an ongoing need to maintain its SCADA system to ensure uninterrupted water, wastewater, and storm drainage service to customers. DOU's SCADA system is critical for the City because it enables real-time monitoring and control of processes, enhancing operational efficiency, safety, and reliability.

DOU provides and maintains water, wastewater, and storm drainage infrastructure needed to serve the community. These infrastructure networks are monitored and managed through the SCADA system. Within this system, key components of the City's infrastructure have internal programming designed to ensure proper operation and adjustment protocols as the system changes throughout the day. Due to the sensitivity of control systems, it is important to have specialists that can provide experience and expertise to assist and make modifications as needed to the programming to continue proper operation of critical infrastructure.

Policy Considerations: In conformance with City Code 3.56.090, City Council approval is required to execute an agreement if the amount expended under an agreement is \$250,000 or more.

In addition, the Sacramento City Code Section 4.04.020 and the City Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements, and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to City Council action. This item was published for 10-day review on September 3, 2025, in compliance with the City Code.

Economic Impacts: None.

Environmental Considerations: California Environmental Quality Act (CEQA): The Community Development Department, Environmental Services Manager has determined that the proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA). CEQA Guidelines Section 15378(b)(2). The activity is a continuing administrative or maintenance activity such as purchases of supplies and personnel-related actions and is therefore not subject to CEQA. CEQA Guidelines Section 15060(c)(3).

Sustainability: The proposed contract is consistent with the 2040 General Plan Policy PFS-2.2 for maintaining critical infrastructure and PFS-3.2 for utility sustainability as they help maintain critical utility infrastructure to meet the needs of residents and businesses throughout the City.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: On March 25, 2025, DOU issued Request for Qualifications (RFQ) Q25141361804 on PlanetBids for SCADA Network Design and Support. Through PlanetBids, 1,912 Suppliers were notified of the solicitation with 66 self-identifying as prospective bidders.

On April 18, 2025, Statements of Qualifications (SOQs) were received from five firms. Proposals were reviewed and three were deemed responsive. A selection committee comprised of City staff from DOU scored the proposals utilizing the scoring methodology provided in the solicitation which focused on qualifications, experience, and availability. Based on the review, staff recommend moving forward with the top-ranked proposer Evergreen Services Group dba Executech Utah, LLC. Scoring for the responsive proposals is as follows:

Proposer Name	Score
Evergreen Services Group dba Executech Utah, LLC	82
Shandam Inc.	70
Atompod Integration, LLC	50

Financial Considerations: Sufficient funds exist in the approved FY2026 DOU Operating Budget to fund the initial \$200,000 for the first year of the agreement. Funding for future fiscal years shall be subject to funding availability in the adopted budgets for the applicable fiscal year in an amount not to exceed \$1,000,000 over the five-year term of the agreement. Purchase orders encumbering funds under this agreement will not be created until needs and funding are identified in the applicable budget (operating, capital, multi-operating, or grants).

There are no General Funds allocated or planned for this project.

Local Business Enterprise (LBE): The minimum LBE participation requirement was waived by the Director of Utilities based on a determination that the waiver is in the City's best interest due to the lack of qualified local vendor availability.

CONTRACT #: **PRC003743**
CONTRACT NAME: **SCADA Network Design and Support**
AGREEMENT TERM: **One (1) Year**
AUTHORIZED RENEWALS: **Four (4) one (1) year terms**
DEPARTMENT/DIVISION: **Utilities / Wastewater & Drainage**

PROJECT:
NOT-TO-EXCEED AMOUNT: **\$1,000,000**
SOLICITATION: **Q25141361804**
LBE (Y/N): **N**

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT*

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation ("CITY"), and

Evergreen Services Group dba Executech Utah, LLC
1641 Santa Clara Drive, Suite 245, Roseville, CA, 95661
Phone: (916) 245-8745 / Email: kenny.cooper@executech.com

("Contractor"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning **the date it is fully executed by the duly authorized parties.**
2. **Contract Documents.** All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, Including Exhibit A (titled "Scope of Services") and Exhibit B (titled "Payment").

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to CITY the services described in Exhibit A ("Services").

Contractor will not be compensated for services outside the scope of Exhibit A ("Additional Services") unless, before providing Additional Services: (a) Contractor notifies CITY and CITY agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) CITY, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

*** This form is to be used for all professional services, except services performed by architects, landscape-architects, professional engineers, or professional land surveyors, or services related to a construction project.**

4. **Payment.** CITY shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to CITY in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. CITY shall furnish to Contractor only the facilities and equipment listed below, if any.
Facilities and/or equipment to be furnished by City as needed.
6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Contract includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
9. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:
<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

***Charley Cunningham, Utilities Operations and Maintenance Manager
1391 35th Avenue Sacramento, CA, 95822
Phone: (916) 808-5518 / E-mail: ccunningham@cityofsacramento.org***

The CONTRACTOR Representative for this Agreement is:

***Executech Services Group dba Executech Utah, LLC
1624 Santa Clara Drive, Suite 245, Roseville, CA, 95661
Phone: (916) 296-0331 / E-mail: kenny.cooper@executech.com***

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

- 2. Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.
- 3. Time of Performance.** The Services described in this Contract shall be provided **for one (1) year. The City may extend this Contract for up to four (4) additional one (1) year terms, for a maximum five (5) year term.** Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A.
- 4. Conflict of Interest Requirements.** The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code. ____ yes **X** no *[check one]*
Contractor shall cause the following to occur within 30 days after execution of this Contract:
- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
 - (B) Cause these individuals to file with the City Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Contract, Contractor shall cause these individuals to file with the City Representative annual statements of economic interests and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The City may withhold all or a portion of any payment due under this Contract or impose fines on the individuals until all required statements are filed.

EXHIBIT B

PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of **\$1,000,000**. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Billable Rates.** Contractor shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum, or other basis, as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **CONTRACTOR's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to CONTRACTOR.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
 - (2) Postal Mail. If emailing is not an option, mail to:
A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608
 - C. All invoices submitted by Contractor must contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) Contractor's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order
 - (7) Contractor's remit address

- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. CITY is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

- 5. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. **Accounting Records of CONTRACTOR.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 7. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

EXHIBIT C

INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

 X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

____ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

 X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

____ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

____ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.”

6. Professional Liability Minimum Scope and Limits of Insurance Coverage. Professional Liability Insurance for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

 X Is Is not *[check one]* required for this Agreement.

a. If Professional Liability insurance is provided on a claims made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

7. Other Insurance Provisions. The policies must contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Contractor's insurance applies 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. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

8. **Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
9. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
10. **Verification of Coverage.**
- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:
- City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564
- C. Certificate Holder must be listed as:
- City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564
- D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.
11. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the CITY, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of CITY Information.** During performance of this Contract, Contractor may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. Contractor shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify Contractor not later than ten days after CITY is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by CITY, whether received in connection with Contractor's proposal to CITY or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by CITY and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by CITY in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the CITY in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
13. **Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
 - B. CITY shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:

- (1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
- (2) The CITY shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

14. Default by Contractor. In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Indemnity.

A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents,

servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information Section, above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

16. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

17. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the CITY join such litigation to protect the City's interests.
18. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
19. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
20. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
21. **Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

22. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
23. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
24. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 23, above.
25. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
26. **Debarment Certification**
- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
- (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

EXHIBIT E

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

The Services provided under this Contract include land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project. Therefore, the services include "Public Work" under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code Section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that CONTRACTOR and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1773. CONTRACTOR and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the CONTRACTOR and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR

registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

To be completed by the City Representative if this Agreement is for the performance of any Public Work:

Contractor DIR registration #: _____

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.



REQUEST FOR QUALIFICATIONS (RFQ) – PROFESSIONAL SERVICES

Request for Qualifications No.	Q25141361804	
Project Name:	SCADA Network Design and Support	
Questions due by:	4/1/2025	2:00 PM PST
Proposal Due By:	4/9/2025	2:00 PM PST
Estimated Week of Interviews (if necessary)	MAY 2025	
Estimated Week of Award Notification:	JUNE 2025	
Estimated Week of Contract Award:	JULY 2025	

PRE-PROPOSAL CONFERENCE MEETING

☒ No

☐ Yes, attendance is optional **-OR-** ☐ Yes, attendance is MANDATORY

NOTE: Proposals from proposers who do not attend a MANDATORY pre-proposal meeting shall be deemed non-responsive and their proposal will not be considered for the award of a contract.

Date:	
Time:	
Location site name:	
Address:	
Bldg./Floor/Room:	
City:	
Link for virtual meeting:	

NOTE: The City of Sacramento reserves the right to modify the dates and other criteria listed at its sole discretion. Prospective proposers will be notified of any significant changes by addendum issued via the City of Sacramento's online bid portal. All information submitted in or in connection with a proposal is submitted under penalty of perjury. The City shall have the right to terminate at any time any Contract awarded pursuant to a proposal that contains false information. The return of a signed proposal shall constitute a promise to supply in accordance with terms and conditions shown herein. **All proposal submissions become public record.**

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Attachments

Attachment 1 – Proposal Signature Form

Attachment 2 – Payment Discount

Attachment 3 – Equal Benefits Ordinance Declaration of Compliance

Attachment 4 – Additional Insurance Requirements

Attachment 5 – Local Business Enterprise 5% Preference Form

Attachment 6 – Local Business Enterprise Participation Requirement Form - Waived

Attachment 7 – References

Attachment 8 – Conflict of Interest

Attachment 9 – IT Provisions

1. SCOPE OF SERVICES

1.1 Introduction

The City of Sacramento, Department of Utilities

is soliciting proposals to: provide professional services related to the City's Supervisory Control and Data Acquisition (SCADA) infrastructure.

Respondents to this RFQ must demonstrate experience and capacity to deliver the services offered, as well as sufficient understanding of the department's needs, and the ability to scope and deliver professional services on an as needed and timely manner.

In response to the Request for Qualifications, the City anticipates receiving competitive pricing as well as an assurance of quality services.

The City intends to award one contract, however, it may choose to award additional contracts as the City deems necessary to meet the City's needs.

The proposed budget for this project/contract is: The City utilizes various contractors on an as-needed basis and work is not guaranteed. Annual services typically do not exceed \$200,000.

Contracts awarded pursuant to this RFQ can be for a term of up to five-years as approved by City Council.

1.2 Scope of Services

The City of Sacramento seeks a firm that will provide the following services:

General Requirements (subject to change as needed):

1. Firms shall be required to have the appropriate license and/or certification and experience to qualify.
2. Firms shall be required to comply with all Federal, State, and local laws, codes, and ordinances without cost to the City.
3. Firms shall commit an experienced Project Manager who will be responsible for coordinating the services with the City's designated Project Manager. All professionals assigned to the project shall be skilled, knowledgeable, and successfully experienced in all aspects of providing the required services.
4. Experience in cybersecurity and virtualization in an ICS (Industrial Control System) environment is required.
5. Vendor must agree to abide by these guidelines:
 - Work will be performed onsite at various Department of Utilities (DOU) locations to accomplish projects
 - Selected vendor must be able to be reasonably flexible in days onsite and number of days per week as needed for projects and maintenance to be completed
 - Selected vendor must consistently provide the same person for doing work on the ICS system
 - Remote work on the DOU ICS system is not acceptable, except in emergency situations and that will be at the discretion of management

- Selected vendor will be required to use a DOU issued computer to perform their work without exception

Scope - SCADA Network Design and Support:

DOU facilities use various communications methods, including but not limited to fiber optics, 900 MHz, microwave, and serial. Experience in cybersecurity and virtualization in an ICS environment is required.

Network Design

Design and implementation tasks include but are not limited to the following general topics:

- Palo Alto firewall equipment utilizing Layer 7 policies
- Palo Alto Panorama
- Endpoint protection software such as Cortex XDR, VMWare CarbonBlack and/or Sophos Intercept X
- Dell Networking equipment utilizing OS10
- NIST cybersecurity guidelines in relation to Industrial Control Systems
- Cisco IE-2xxx and IE-3xxx series Industrial Switches
- N-Tron 7xxx series Industrial Switches
- Aruba Networks Wireless systems
- Layer 2 and Layer 3 networking protocols, including OSPF routing
- Exceptional record keeping methods of system design and changes
- Other wireless methodologies utilizing 900 MHz ISM, Point to Point narrowband and/or Point to Point microwave systems
- Design of storage and computing systems that utilize on-premises rather than cloud-based services
- Assist with the expansion and upgrades of the ICS system as needed specifying components that are consistent with the current system methodology
- RSA SecureID multifactor authentication systems

Virtualized Environments

The City of Sacramento ICS environment leverages virtualization and SAN (Storage Area Networks) technologies. Design and implementation tasks include but are not limited to the following general topics:

- Planning, design and implementation of SAN equipment using HP Enterprise, Dell Compellent and/or VMWare vSAN platforms
- Planning, design and implementation of VMWare environment products including ESXi, vCenter, Horizon and vRealize
- Planning, design and implementation of VMWare security products such as NSX-V
- Ongoing maintenance of virtualization host servers and guest operating systems on those host servers

- Backup methodologies of virtualized environments utilizing software vendors like VEEAM, ZERTO and/or RUBRIK

Software

Design and implementation tasks include but are not limited to the following general topics:

- Implementation and maintenance of Microsoft server and workstation operating systems
- Implementation and maintenance of Microsoft SQL Server and Oracle databases
- Implementation and maintenance of Linux and UNIX operating systems
- Design, implementation, administration and maintenance of Microsoft Active Directory
- Implementation and administration of SIEM (Security Information and Event Management), such as Splunk
- SCADA system server and architecture design in environments utilizing software packages such as Schneider Electric AVEVA, Inductive Automation Ignition, Trihedral VTScada and/or GE iFIX

2. CURRENT CONDITIONS

2.1 About the City of Sacramento

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. It has a population of over 500,000. Sacramento is a progressive City with great pride in its ethnic and cultural diversity, concern for environmental and social issues, and emphasis on quality in the provision of governmental services. Sacramento is a Charter City, which operates under a City Council Manager form of government. It has an annual budget of \$1.6 billion and approximately 5,000 full-time equivalent positions.

2.2 Current Project Conditions

There is currently an on-call agreement with Evergreen Services Group dba Executech Utah, LLC that expires on June 30, 2024 for an NTE amount of \$245,000.00.

3. PROPOSAL SUBMISSION

The City shall not accept proposals after the submission deadline specified in this RFQ and will not consider late proposals under any circumstances. Each proposal that is submitted for consideration shall include, at a minimum, the RFQ transaction number, project name, company name, and the information as called for in the section below. To be considered your proposal(s) shall be responsive to all items set forth below:

3.1 Submit Proposal Responses

Electronically via the city's online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>
or-

☐ Hard (paper) Copy or Copies to:

The City of Sacramento will not consider proposals submitted in a format other than specified above.

3.2 Fee Schedule Submittal

Submit fee schedule(s) and hourly rates electronically using your own rate sheet(s)

3.3 Standard Forms to be Submitted with Proposal

- ☒ Fee Schedule as outlined in section 3.2
- ☒ Proposal Documents as outlined in section 3.4
- ☒ Attachment 1 - Proposal Signature Form
- ☒ Attachment 2 - Payment Discount Form
- ☒ Attachment 3 - Equal Benefits Ordinance Declaration of Compliance
- ☒ Attachment 4 - Local Business Enterprise 5% Preference Form
- ☒ Attachment 7 - References
- ☒ Attachment 8 - Conflict of Interest

3.4 Additional Proposal Submittal Requirements

1. General

To be considered, interested firms must submit a written Statement of Qualifications (SOQ) as specified below.

2. Contents of Statement of Qualifications

SOQ must be submitted by uploading it to Planet Bids as the "Response File".

Organize and provide the following information in a clear and concise format:

a. Introductory Cover Letter - Provide a letter that addresses the following:

i. Firm Name.

ii. Corporate office and/or local office address, city, state, zip code, telephone number, fax number, and web site addresses.

iii. Contact person, office address, phone number, e-mail address.

iv. Introductory Letter: Describe the firm's basic understanding of the services to be provided, and any summary information that may be useful or informative to the City. This letter should also contain an expression of the firm's interest in the work and a statement regarding the firm's qualifications to do the work.

v. Identify, if any, any concerns your firm has regarding completing the Professional Services Agreement which can be found at

<https://www.cityofsacramento.gov/finance/procurement/standard-agreements>.

b. Qualifications and Experience: For each task in the Scope of Services, firms should identify if they are qualified in the task listing the number of years of experience applying these tasks in an ICS environment, and provide a description of prior projects or services.

c. Availability: Describe the working hours for your firm.

3.5 Performance Bond

A performance bond is: ☐ Required ☒ Not Required

If required, a performance bond approved by the City must be submitted by the successful proposer within ten days of the notification of the intent to award, in the amount of % of the total amount of the proposal. The performance bond can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Such bond shall be approved as to form by the City Attorney.

3.6 Certificate of Insurance

Successful proposers are REQUIRED to submit the necessary certificate(s) of insurance and endorsements as called for in the contract's General Provisions prior to award of the contract.

3.7 Business Operations Tax Certificate

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful proposers will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operation Tax Certificate, contact the City of Sacramento Revenue Division at (916) 808-8500 or visit:

<https://www.cityofsacramento.gov/finance/revenue/business-operations-tax>

4 APPLICABLE ORDINANCES AND PROGRAMS

4.1 Local Business Enterprise (LBE) Five Percent (5%) Proposal Evaluation Preference

☒ The LBE 5% Preference is applicable to this Request for Proposals.

-or-

☐ The LBE 5% Preference is not applicable to this Request for Proposals.

-or-

☐ The LBE 5% Preference is not applicable to this Request for Proposals as the project is Federally-funded.

For contracts under \$250,000, firms that qualify as a local business enterprise (LBE) will receive a 5% preference on all City procurement opportunities. The prime proposer must qualify under the LBE to receive preference points and subcontractors may not be considered. For professional service contracts only, this preference also applies to procurement opportunities of \$250,000 or more.

A prime contractor that qualifies as an LBE shall receive additional points during the scoring process, so the final score awarded to the LBE is increased by 5% of the total possible evaluation points.

Detailed information about this program can be found in the City's LBE Policy, located at:

<https://www.cityofsacramento.gov/finance/procurement/contract-ordinances>

4.2 Local Business Enterprise (LBE) Participation Program

☐ The LBE Participation Requirement is applicable to this Request for Proposals.

-or-

☒ The LBE Participation Requirement is not applicable or has been waived for this Request for Proposals

-or-

☐ The LBE Participation Requirement is not applicable for this Request for Proposals as the project is Federally-funded.

The LBE Participation Program is applicable to non-professional, professional, and public project/construction contracts \$250,000 or more unless waived by the City Manager or the City Manager's designee. This program provides enhanced opportunities for the participation of qualifying business in the City's contracting and procurement activities. A minimum of 5% LBE participation is required. To receive credit for the 5% minimum participation requirement, proposers must either (a) be an LBE, or (b) subcontract with a qualified LBE. Proposers wishing to qualify for this requirement using subcontractors must submit the Subcontractor and Local Business Enterprise Participation Verification Form with their proposal.

Detailed information about this program and the Subcontractor and Local Business Enterprise Participation Verification Form can be found at: <https://www.cityofsacramento.gov/finance/procurement/contract-ordinances>

4.3 SB 1383

☐ Goods/services being requested on this solicitation qualify as Recovered Organic Materials and **will be subject to reporting requirements outlined in SB 1383.**

-or-

☒ SB 1383 requirements are **not applicable** to this solicitation.

Beginning January 1, 2022, SB 1383 requires cities and counties to procure annually a quantity of recovered organic waste products to meet their annual procurement target. These procurement requirements will strengthen California's green, self-sustaining economy. CalRecycle assigns an annual procurement target to each jurisdiction based on its population. Jurisdictions can fulfil their target by procuring any combination of the following recovered organic waste products:

- Compost
- Mulch
- Renewable Energy (Transportation Fuel, Heat, Electricity) from Anerobic Digestion and Electricity from Biomass Conversion.

Full regulatory requirements can be found at:

[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IBB2CD6505B4D11EC976B000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IBB2CD6505B4D11EC976B000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))

4.4 Additional City Ordinances

Information on additional ordinances may be found at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

The Local Ordinance & Bid Preference Requirements Table outlines which ordinances apply to procurement contracts by type and dollar amount:

<https://www.cityofsacramento.gov/content/dam/portal/finance/Procurement/contract-ordinances/Local-Ordinances-and-Bid-Preference-Requirements-Table.pdf>

5 EVALUATION PROCEDURES

5.1 Evaluation Process

The City should validate and evaluate all proposals received before the evaluation deadline specified in this RFQ. All requirements identified in this RFQ must be satisfied to ensure that a proposal will qualify for consideration.

5.2 Evaluation Categories and Scoring

WRITTEN PROPOSAL	POINTS
Introductory Cover Letter	25
Qualifications and Experience	50
Availability	20
SUBTOTAL	95
LBE 5% Preference	5
TOTAL FOR WRITTEN PROPOSALS	100
INTERVIEW (optional*)	
Presentation	19
SUBTOTAL	19
LBE 5% Preference	1
TOTAL FOR INTERVIEWS	120
TOTAL POSSIBLE POINTS	
RANKING OF PROPOSER (assigned after completion of scoring)	

5.3 Point System Used to Rank Proposals

A point system will be used to evaluate the proposals. The weight assigned to each criterion reflects what is most important to the success of the project to achieve the desired outcome. Pricing may not be the most important factor in all projects. Contract(s) will be awarded based on which proposal(s) are deemed to provide the best value to the City.

At the completion of the evaluation process, a total point value will be compiled for each proposal. The award recommendation(s), if any, will not necessarily be based on the lowest prices proposed; the award will be made to the proposer(s) determined to provide the best value to the City.

*If interviews are not conducted, the award will be based solely on the scores of the written proposals. If interviews are conducted, the award will be based on the combined scores for the written proposals and interviews.

6 ADMINISTRATIVE REQUIREMENTS

6.1 Electronic Proposal Document Availability

Official Electronic copies of this proposal document can be obtained only from the City of Sacramento's official online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

Any additional information (Addenda, Q&A, etc.) pertaining to this proposal will also be found at the above link.

Proposal information obtained from third party sources will not be considered official and will not fulfill a proposer's responsibility for all official proposal information as posted on our official site at the link above. Documents obtained from such sources may be incomplete, resulting in responses that are rejected as incomplete and/or non-responsive.

6.2 Questions

All questions must be submitted electronically via the City's online bid portal prior to the Q&A Deadline:
<https://pbsystem.planetbids.com/portal/15300/portal-home>

Written responses to questions will be provided by the City as either an addendum or an email to all prospective proposers via the City's online bid portal.

If a question arises **after** the Q&A Deadline – it may be emailed to nredenbaugh@cityofsacramento.org . If the department soliciting proposals determines a response is needed, it shall issue an addendum to the solicitation to re-open the Q&A period to allow the question to be asked and answered via the online bid portal and to allow other prospective proposers to submit additional questions for a limited period of time.

6.3 Proposal Submission

Proposals should be prepared simply and economically, providing straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFQ. The emphasis should be on completeness and clarity of content. To expedite proposal evaluations, it is essential that the specifications and instructions contained in the proposal instructions are followed as outlined.

Responses to this RFQ become the exclusive property of the City and may be reviewed and evaluated by any persons at the discretion of the City following the publication of an intent to award a contract or contracts.

6.4 Proposals Become Public Records

Upon execution of a contract by the selected consultant(s), all proposals received in response to this RFQ shall be regarded as public records and will be disclosable upon receipt of a request for public disclosure pursuant to the California Public Records Act; provided, however, that if any information or elements of the proposal is set apart and clearly marked as "Trade Secret" or "Proprietary" when it is provided to the City, the City will give notice to the Proposer of the request for disclosure to allow the Proposer to seek judicial protection from disclosure.

Failure by the Proposer to take timely steps to seek judicial protection from disclosure shall constitute a complete waiver by the Proposer of any rights regarding the information designated as "Trade Secret" or "Proprietary" and such information may be disclosed by the City pursuant to applicable procedures under the California Public Records Act. Under no circumstances will City have any obligations to seek judicial protection from disclosure for any proposals or other materials submitted in response to this RFQ.

The City has no liability for any disclosure, unless such disclosure is made in violation of a court order obtained by a Proposer or pertains to materials marked as "Trade Secret" or "Proprietary" for which the City failed to give the above notice.

6.5 Proposal Expenses

All Proposers responding to this RFQ do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any Proposer for any costs incurred in preparing or submitting responses, for providing additional information when requested by the City, or for participating in any selection demonstrations or interviews, including pre-contract negotiations and contract negotiations. Proposers shall not include any such expenses as part of the price proposed in response to this RFQ.

6.6 City Rights

The City reserves the right to decide that one proposer is more responsive than the others and to select that proposal based on a review of the proposal only.

The City reserves the right to reject individual employees of contractors, or proposed subcontractors, and request substitution without indicating any reason.

6.7 Late Proposals Not Accepted

A proposal is late if received at any time after the required submittal date and time. A proposal received after the specified time will not be considered and any hard copies will be returned to the proposer.

6.8 Proposal Questions

Any questions regarding form and content of your proposal per this RFQ, should be sent to to the City's online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

6.9 Proposal Modification

Proposals may be withdrawn or modified before the due date of submission for proposals. Electronic proposals may be withdrawn or modified through the City's online bidding platform. Hard copy proposals may be modified by delivering a written and signed request by the due date. A request for modification of the proposal after the due date will not be considered, including a representation that the proposer was not fully informed regarding any information pertinent to the proposal or the offer. The City shall not be responsible for or bound by any oral instructions, interpretations or information provided by the City or its employees other than the RFQ contact.

6.10 Verbal Directions

No verbal conversations or agreement(s) with any officer, agent, or employee of the City shall affect or modify any terms or obligations of this RFP, or any contract resulting from this RFQ.

6.11 Addenda and Supplements to RFQ

If it becomes necessary to revise any part of the RFQ, an addendum to the RFQ will be provided to all known prospective proposers via the City of Sacramento's online bid portal PlanetBids.

<https://pbsystem.planetbids.com/portal/15300/portal-home>

It is the responsibility of the proposer to verify addenda and supplements up to the RFQ submission date and time. Upon issuance, the terms of any addendum shall prevail over inconsistent provisions of earlier issued documentation.

RFQ submittals missing acknowledgment of any addendum or information requested in this RFQ may be considered non-responsive and the contractor may be eliminated from evaluation.

6.12 Withdrawal of Proposals

Unauthorized conditions, limitations, or provisions attached to a proposal may be cause for its rejection. No oral, telegraphic, or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the Proposer without prejudice to the Proposer prior to, but not after the time fixed for opening of proposals, provided that the request for withdrawal is in writing, has been executed by the Proposer or the proposal's duly authorized representative, and has been filed with the City.

6.13 Rejection of Proposals

The City of Sacramento reserves the right to reject any or all proposals received in response to this request, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City. The City of Sacramento may at its discretion determine not to award a contract solely on the basis of this request for proposals and will not pay for the information solicited or obtained.

The City reserves the right to reject any or all proposals submitted, correct any technical errors in the RFQ process, waive any irregularities in any proposal, negotiate with any of the proposers, accept other than the lowest fee offer, or enter into a subsequent agreement with another proposer if the originally selected proposer fails to execute its agreement with the City.

6.14 Proposal Variations in Service Delivery

It is recognized that each Proposer may have developed unique and typical methods of service delivery. It is not the City's intention to disqualify a Proposer due to variations in service delivery that do not adversely affect quality and performance. Any proposal offering services equivalent to or of better quality and performance than that requested, which provides the necessary service, will receive full consideration for an award.

6.15 Contract Negotiations

Contract negotiations may be undertaken simultaneously during the evaluation of proposals with the finalist(s) as determined by the City.

Final approval of contracts awarded for projects of \$250,000 or more will be made by the City Council.

No agreement is binding unless it is executed by authorized representatives of the City and the selected proposer.

6.16 Protest Procedure

Any protests are subject to the City's adopted protest procedure. A copy of the City's protest procedure is available at: <https://www.cityofsacramento.gov/finance/procurement/bid-opportunities>

6.17 Acceptance of Proposal

The contents of the proposal of the successful Proposer will become contractual obligations to be contained in a formal written agreement. Failure of successful Proposer to accept these obligations in a formal agreement may result in cancellation of the award. The City may require Proposers to participate in negotiations and submit price, technical, or other revisions to their proposal(s) resulting from such negotiations.

6.18 Selected Contractor Responsibilities

The selected contractor must commit a professional staff and an experienced Project Manager who will be responsible for coordinating the services with the City. Service shall be the best of its respective kind. All professionals shall be skilled, knowledgeable, and successfully experienced in all aspects of providing the required services.

6.19 Licenses

The Contractor shall be required to maintain any necessary licenses and shall comply with all Federal, State, and local laws, codes, and ordinances without cost to the City.

6.20 Non-Waiver of Defaults

Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions of the contract, shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of the City to avail itself of such remedies as it may have for any breach of the terms and conditions.

6.21 Business Operations Tax Certificate

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. The successful Proposer, and any subcontractors, will be required to show compliance with this requirement prior to the award of the contract. Information about the Business Operations Tax Certificate may be obtained from the City of Sacramento, Revenue Division, 915 I Street, New City Hall First Floor, Sacramento, CA 95814, or by telephone at (916) 808-8500.

6.22 Contractual Obligations

The standard City of Sacramento Professional Services Agreement includes, but is not limited to, the requirements shown in the contract. By submitting a proposal, the proposer is indicating they have reviewed the contract and are willing to comply with each provision attached. If the proposer wishes to negotiate any provision it must be indicated within the proposal. The City retains the discretion to accept or reject any proposed edits to the contract.

6.23 Payment Terms

Payment terms will be considered as Net 30 unless a cash discount for earlier payment is offered by the proposer. When prompt payment discounts are offered and accepted by the City, the calculated discount will be subtracted from the final proposed amount and the discounted amount will be used to determine lowest proposed cost. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award. Payment for services shall be in arrears.

6.24 Purchase Order

One or more purchase orders may be issued to the Contractor on behalf of the City department or division ordering goods covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter and will become of the contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period. If a contract is for a specific period and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.

The purchase order does not supersede any provision of the contract. If purchase order terms conflict with the terms of the contract, the contract terms shall prevail. Performance time and dates are determined solely by the contract.

Delivery of material must not begin prior to the receipt of the purchase order.

6.25 Cooperative Purchasing

The use of any resulting contract may be extended to other government agencies and to other departments or divisions within the City of Sacramento. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency purchasing through its Contract and is not obligated or liable for such purchases, including, but not limited to, payment for any order placed by any other government agency.

6.26 Professional Services Agreement

The proposer(s) recommended for this award will be required to sign the Professional Services Agreement. The Agreement can be found at the following URL:

<https://www.cityofsacramento.gov/finance/procurement/standard-agreements>

Proposers are responsible for reading and understanding the Professional Services Agreement's requirements, terms, and conditions prior to submitting their proposals.



Sacramento Rate Sheet – 2024/2025

PROFESSIONAL SERVICES/TIME AND MATERIAL RATES:

Classification	Description	Rate (per hour)
Project Management	Coordination of project, resources, and vendors	\$150
IT Consultant	Desktop & Server Troubleshooting	\$175
Consulting Engineer	Networking, Infrastructure, and datacenter design, troubleshooting and support	\$215

PAYMENT TERMS:

1. Service Provider offers Net 30 terms to Client. Invoices are past due if they are not paid in full within thirty (30) days from the invoice date.
2. Clients with open balances more than ninety (90) days from the invoice date will be evaluated for suspension of any and all Services and will be evaluated to have the open balance submitted to a collection agency. Client agrees to pay for any and all collection costs and/or attorney's fees.
3. All payments made with a credit card are subject to a three percent (3%) convenience fee, per transaction.



Response Letter to RFQ No. Q25141361804 SCADA Network Design and Support

i	Firm Name	Executech, LLC
ii	Corporate Office	10876 S River Front Pkwy Ste 100
	Local Office Address	1624 Santa Clara Drive, Suite 245 Roseville, CA 95661
	Phone	530-320-5524
	Fax	916-567-4440
	Website	https://www.executech.com/
iii	Contact Person	Braun Martin 1624 Santa Clara Drive, Suite 245, Roseville, CA 95661 530.320.5524 braun.martin@executech.com



Introduction

It is Executech's understanding that Sacramento Department of Utilities requires a technology firm to assist with the design, support and management of the IT infrastructure operated by the Sacramento DOU staff. This includes, but is not limited to, servers, storage, virtualization, backup and recovery, security, network switches, wireless access points, and potentially new technology as yet not deployed by the Department. Expertise with combinations of control components generally known as Industrial Control System to achieve Sacramento DOU's mission is also required. The team members require, at a minimum, an experienced project manager along with dedicated technical staff to execute various tasks for the DOU.

The provider needs to fully embrace the time sensitive nature for delivering these services to the DOU. Hundreds of thousands of people, businesses, and organizations depend on the capability of the Sacramento DOU to provide drinking water as well as wastewater and stormwater services. This service is absolutely critical to maintaining life in the Sacramento area. As such, any technology partner selected must be able to provide services needed by the DOU when and where it is required to always keep this essential service functioning.

The work effort will require the technology firm to provide a project manager to assist with the documentation, tracking, and confirmation of work efforts related to the technical tasks.

Sacramento DOU will require senior technical staff to engage with DOU staff to ensure the operation of all the technical components outlined in the RFP including specific vendors (VMware, Palo Alto, Dell, etc.) but not necessarily limited to these vendors. These tasks will need to be accomplished on site at one or more of the Sacramento DOU's locations. Familiarity with the operations of DOU's equipment and workflows is critical to the success of the DOU's mission to provide services to the people of Sacramento. As such, the same individual needs to be dedicated to DOU whenever it is possible and will only work from equipment provided by the DOU onsite at DOU locations. Outside laptops, PC, etc. will not be permitted.

Executech has provided these and similar kinds of services in the Sacramento area for over 20 years. We have worked with Cities, Counties, Irrigation Districts, and the State of California to help delivery mission critical services to end users. With our experience, we know that such clients need calendar flexibility and absolute reliability to be able to continue to operate in the real world where weather and other factors are not predictable.

Our team of project managers and professional services engineers are very comfortable with the demands this kind of situation requires. We will make accommodations for the DOU as required by their staff, timelines, and projects deliverables. Executech does not expect any significant challenges to meeting all the requirements outlined in the RFP as it stands since we have organized our local office around these kinds of service delivery. There is a very streamlined Org Chart to help keep the same people always engaged with our clients' projects.



Executech currently works with other City and County organizations and will continue to maintain all required permits, insurance requirements, and State of California certifications.

We do have any concerns regarding our ability to complete the terms of the Professional Services Agreement listed at <https://www.cityofsacramento.gov/finance/procurement/standard>



Qualifications and Experience

In our 20+ years of operation, Executech has built thousands of networks for our clients. These range from small SOHO type environments to systems spanning multiple countries across several continents.

For this specific engagement, the project team members we are proposing have the following experience with the individual technical components listed in the RFP. For this purpose, we will provide a project manager for coordinating the services with the City's project manager, a senior technical engineer, and a Client Success Manager to ensure the overall satisfaction of the City of Sacramento DOU.

All items listed in the RFP will be successfully completed by the proposed Executech staff. Our qualifications are:

Palo Alto firewall equipment utilizing Layer 7 policies – Over 10 years of experience with PAN firewalls and associated technologies

Palo Alto Panorama – 6 years of experience, Panorama was released in 2019.

Endpoint protection software such as Cortex XDR, VMWare CarbonBlack and/or Sophos Intercept X – Over 15 years of experience with endpoint type protection systems, many prior to the release of products such as Cortex and CarbonBlack

Dell Networking equipment utilizing OS10 – Since its release date in 2021. The proposed project team has experience with prior versions of Dell networking software go back over 15 years

We have been working with NIST cybersecurity guidelines in relation to Industrial Control Systems since the original release in 2014 as some of our clients were impacted by these rules from the start.

Cisco IE-2xxx and IE-3xxx series Industrial Switches – Over 10 years of experience with Cisco switches and these kinds of Industrial Control Systems environments

N-Tron 7xxx series Industrial Switches Aruba Networks Wireless systems – Over 5 years of experience in supporting these switches

Layer 2 and Layer 3 networking protocols, including OSPF routing – Over 20 years of experience with layer 2 and 3 protocols including OSPF and other types of dynamic protocols should this be required



Exceptional record keeping methods of system design and changes – Over 25 years of experience in providing exceptional documentation and client knowledge transfer. The proposed engineer for this project, Jim Fagundes, is a published book author for Microsoft and other technologies.

Other wireless methodologies utilizing 900 MHz ISM, Point to Point narrowband and/or Point to Point microwave systems – Over 20 years of experience

Design of storage and computing systems that utilize on-premises rather than cloud-based services – More than 25 years of experience in building networks for brick-and-mortar environments. This experience goes back to completely different kinds of networks than today's ethernet and fiber channel-based systems including Novell and Token-Ring solutions.

Assist with the expansion and upgrades of the ICS system as needed specifying components that are consistent with the current system methodology – over 7 years of experience

RSA SecureID multifactor authentication systems – over 20 years of experience with RSA and other MFA type IDs including token and other systems.

The proposal team has over 20 years of experience in planning, design, and deployment of different SAN equipment and technologies from market leading vendors such as Dell/EMC, HPE, VMware vSAN

VMware ESXi and other technologies – Over 10 years of experience with certification in VMware's different technologies including VDI/Horizon, vSAN, ESXi, vCenter, NSX-V, and associated technologies

The proposed project engineer has over 10 years of experience with maintaining virtualized environments running on VMware. This includes upgrades, patching, and full OS replacement running inside ESXi and other hypervisors with zero or minimal downtime.

Veeam, Zerto and Rubrik data protection – Over 10 years of experience with Veeam, over 5 years of experience with Zerto and 3 years of experience with Rubrik. In addition, have over 20 years of experience in other data protection products going back to tape backups

We have over 20 years of experience of implementation and maintenance of Microsoft Operating Systems including several publications and guest lectures

The proposed project engineer has over 20 years of experience with Microsoft SQL Server and Oracle databases include publications on Microsoft SQL.

We have over 30 years of experience with implementing/maintaining Unix and 20 years of experience with Linux based OS's.

Over 20 years of experience with the planning, design, implementation, administration, and maintenance of Microsoft Active Directory including upgrading the schema and maintaining the forest



SIEM and SIM technologies – over 10 years of experience of and use of security logging systems including Splunk

Industrial control software packages – over 7 years of experience with application systems from Schneider Electric, Inductive Automation, Trihedral, and General Electric



Executech is a 24/7 service provider for managed services clients and our normal work hours are 8-5 M-F although these are often extended for after-hour maintenance when required by client time frames.

As we noted earlier, Executech understands the unique timeline needs of the Department of Utilities. Nobody ever wants to be left without the lifegiving resource that is water and power. We will work within the required timelines and time frames as required by the City of Sacramento DOU to maintain their world class delivery of these services for the people of the City of Sacramento and surrounding areas.

ATTACHMENT 1

PROPOSAL SIGNATURE FORM

All firms must complete and sign this section and include it within their submittal response. Failure to complete and sign this section will result in rejection of the submittal.

Name of Firm: Executech _____

Business Address: 1624 Santa Clara Drive, Suite 245 Roseville CA 95661 _____
(Street) (City) (State) (Zip Code)

Telephone 530.320.5524

FAX 916-567-4440

Type of Business

☒ Corporation

☐ Partnership

☐ Individual doing business under own name

☐ Individual doing business under firm name

☐ Joint Venture (Attach Joint Venture Agreement)

Federal Tad ID is 87-0679653

City of Sacramento Business Operations Tax Number: _____

Our Business Operation tax number is 82-3068834

*Mandatory if recommended for contract award.



Signature

f

Date Signed 4/9/2025

Name and Title: Braun Martin, Senior Practice Director

ATTACHMENT 2

PAYMENT DISCOUNT

PAYMENT DISCOUNT:

Will you offer a prompt payment discount?

Yes [☐] or No [X] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

When prompt payment discounts are offered, the calculated discount will be subtracted from the final proposal amount and the discounted amount will be used to determine lowest price. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award.

ATTACHMENT 3

EQUAL BENEFITS ORDINANCE DECLARATION OF COMPLIANCE

Name of Contractor: Executech_____

Address: 1624 Santa Clara Drive, Suite 245 Roseville, CA 95661_____

The above-named Contractor ("Contractor") hereby declares and agrees as follows:


1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto in Section IV.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

- g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future Contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature:			
Printed Name:	Braun Martin		
Title:	Senior Practice Director	Date:	04/09/2025

ATTACHMENT 4

ADDITIONAL INSURANCE REQUIREMENTS

Requirement's and Limits can be subject to change

CYBER LIABILITY

Cyber Liability Insurance. CONTRACTOR shall maintain Cyber Liability Insurance with limits not less than two million dollars (\$2,000,000) per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by 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. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

TECHNOLOGY PROFESSIONAL LIABILITY ERRORS & OMISSIONS

Technology Professional Liability Errors and Omissions Insurance. CONTRACTOR shall maintain Technology insurance appropriate to CONTRACTOR'S profession and work under this Agreement, with limits not less than one million dollars (\$1,000,000) per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by 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.

A. 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 CITY in the care, custody, or control of CONTRACTOR.

- A. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of work.
- B. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of work.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

ATTACHMENT 5

Local Business Enterprise (LBE)

5% LBE Preference Program

Note: Proposers must provide responses to the following items in order to qualify for the 5% preference. This should only be completed by the prime proposer.

LBE FIVE PERCENT (5%) PREFERENCE

For contracts under \$250,000, prime firms that qualify as an LBE will receive a 5% preference on all City procurement opportunities. For professional service contracts only, this preference also applies to procurement opportunities of \$250,000 or more.

A prime contractor that qualifies as an LBE shall receive additional points during the scoring process, so the final score awarded to the LBE is increased by 5% of the total possible evaluation points.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of proposal:
 - a. The LBE's principal business office or workspace; or
 - b. The LBE's regional, branch, or satellite office with at least one full-time employee located in the city or unincorporated county* of Sacramento.

Local Business Enterprise (LBE)

Is the firm submitting the proposal qualified as a local business enterprise? Check the appropriate box below:

☐ **YES** – the prime contractor submitting the proposal is qualified as a local business enterprise.

☒ **NO** – the prime contractor submitting the proposal is not qualified as a local business enterprise.

If the response to the above is YES:

Provide the City of Sacramento Business Operation Tax Certificate Number and/or County of Sacramento Business License Number:

If the response to the above is YES, a current copy of the City of Sacramento Business Tax Certificate and/or County of Sacramento Business License must be provided upon request.

If the response to the above is YES, provide qualifying business office or workspace address**:

* Unincorporated area" generally refers to the part of a county that is not part of any city. The unincorporated area of Sacramento County **does not include** the cities of Citrus Heights, Elk Grove, Folsom, Galt, Isleton, or Rancho Cordova. (See <https://www.saccounty.gov/Government/Pages/CitieswithintheCounty.aspx>).

**Address must be a physical address for the basis of location. This excludes P.O. Box addresses, etc.

Detailed information about the LBE 5% Preference Program can be found at:

<https://www.cityofsacramento.gov/finance/procurement/contract-ordinances>

ATTACHMENT 6

Local Business Enterprise (LBE)

LBE Participation Program - WAIVED

Note: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

LBE FIVE PERCENT (5%) PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE Preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.64.020, when the bid specifications for a city contract establish a minimum participation level for LBEs, no proposer on the contract shall be considered responsive unless its proposal meets the minimum LBE participation level required by the proposal specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code section 3.64.020, no proposer on this contract shall be considered responsive unless its proposal meets or exceeds this minimum participation level. To qualify for this requirement, proposers must either (a) be an LBE or (b) subcontract with a qualified LBE.

All information about this program can be found at: <https://www.cityofsacramento.gov/finance/procurement/contract-ordinances>

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

3. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal; and
4. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of proposal:
 - a. The LBE's principal business office or workspace; or
 - b. The LBE's regional, branch, or satellite office with at least one full-time employee located in the city or unincorporated county of Sacramento.

Local Business Enterprise (LBE)

Does the proposal satisfy the local business enterprise participation requirement? Check the appropriate box below:

- ☐ **YES** – the prime contractor submitting the proposal is qualified as a local business enterprise.
- ☐ **SUBCONTRACTING** – the prime contractor is utilizing subcontractors or sub-tier suppliers who qualify as local business enterprises for more than 5% of the work.*
- ☒ **NO** – the prime contractor and the subcontractors or sub-tier suppliers are not qualified as a local business enterprise.

If the response to the above is YES:

Provide the City of Sacramento Business Operation Tax Certificate Number and/or County of Sacramento Business License Number:

And provide qualifying business office or workspace address (must be physical address for the basis of location – this excludes PO Boxes, etc):

*If utilizing subcontractors or suppliers to satisfy the minimum five percent (5%) LBE requirements, the **Subcontractor and Local Business Enterprise Participation Form** found at <https://www.cityofsacramento.gov/finance/procurement/contract-ordinances> must be submitted with your proposal.

ATTACHMENT 7

REFERENCES

Proposer shall provide at least three (3) references for whom the firm has done similar work.

BUSINESS NAME/ADDRESS; CONTACT PERSON NAME, PHONE, EMAIL

1. Business Name/Address: USA Properties Fund, 3200 Douglas Blvd, Roseville CA 95661

Contact Person Name Jonny Harmer

Contact Person Phone: 916.724.3931

Contact Person E-mail: jharmer@usapropfund.com

2. Business Name/Address: PK Willis 5118 Robert Mathews Parkway El Dorado Hills, CA 95762

Contact Person Name: Mike Lusk

Contact Person Phone: 916.673.3610

Contact Person E-mail: Michael.lusk@pkwillis.com

3. Business Name/Address: Sparetime Inc. 11344 Coloma Rd Gold River CA 95670

Contact Person Name: Jack Walker

Contact Person Phone: 916.859.5910

Contact Person E-mail: jwalker@sparetimesportsclubs.com

ATTACHMENT 8**CONFLICT OF INTEREST FORM**

Conflicts of interest may occur, whether directly or indirectly, when an employee, officer, board member, or volunteer of the Applicant is related to, married to, involved in an intimate relationship with, or are living with an employee or elected official of the City of Sacramento or if any of these individuals have an ownership or financial interest in the organization applying for funding. While a conflict of interest may not disqualify the applicant from entering into a contract, any potential conflict of interest must be disclosed to the City Manager, or authorized designee, when the application is submitted and before an agreement is executed.

Applicant acknowledges the following:

1. A conflict of interest may arise if an employee, officer, board member, or volunteer of the Applicant, is also an elected official or is employed by the City of Sacramento or is the spouse, partner, dependent child, member of the household, or has an intimate relationship, with an elected official or employee of the City of Sacramento.
2. A conflict of interest may arise if an employee, officer, board member, or volunteer of the Applicant has a financial or ownership interest in the Applicant's organization, and that person is also an elected official or is employed by the City of Sacramento or is the spouse, partner, dependent child, member of the household, or has an intimate relationship, with an elected official or employee of the City of Sacramento.
3. Applicant shall disclose the names of any employees, officers, board members, or volunteers, who may give rise to a conflict of interest in the proposal when submitting the application.
4. Failure to disclose a conflict of interest, or potential conflict of interest, will be deemed a material misrepresentation by the Applicant.

Name: Braun Martin _____

Agency: Executech _____



Signature: _____

ATTACHMENT 9

IT General Provisions

1. **News Releases.** Unless otherwise exempted, news releases, endorsements, advertising and social media content pertaining to this Contract shall not be made without the prior written consent of the CITY.
2. **Documentation.** CONTRACTOR agrees to provide to the CITY, at no charge, all Documentation, and updated versions thereof. "Documentation" means manuals and other printed materials necessary or useful to the CITY in its use or maintenance of the Deliverables or Services or Software. Manuals and other printed materials customized for the CITY hereunder constitute work product if such materials are required by the Scope of Services. CONTRACTOR agrees to provide additional Documentation at prices not in excess of charges made by CONTRACTOR to its customers for similar Documentation.
3. **Future Releases.** Unless otherwise specifically provided in this Contract, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software are developed by the CONTRACTOR, and are made available to other licensees, they will be made available to the CITY at no additional cost only if such are made available to other licensees at no additional cost. If the CONTRACTOR offers new versions or upgrades to the Software, they shall be made available to the CITY at the CITY's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the CONTRACTOR in good faith.
4. **Rights in Work Product.**
 - a. All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the CONTRACTOR pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the CONTRACTOR's administrative communications and records relating to this Contract (collectively "Work Product"), shall be the CONTRACTOR's exclusive property.
 - b. Software and other materials developed or otherwise obtained by or for the CONTRACTOR or its affiliates independently of this Contract ("Pre-Existing Materials") do not constitute Work Product. If the CONTRACTOR creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not.
 - c. The CITY will have the same rights to the Work Product as it does to Deliverables. Such rights shall be unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. These rights shall also include the right to release or disclose the Work Product outside the CITY for any government purpose and to authorize any recipient to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any government purpose.

- d. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the CONTRACTOR or jointly by the CONTRACTOR and the CITY may be used by either party without obligation of notice or accounting.
 - e. This Contract shall not preclude the CONTRACTOR from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the CITY pursuant to this Contract.
5. **Software License.** Unless otherwise specified in the Contract, the CONTRACTOR hereby grants to the CITY, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the software and related products in this Contract (hereinafter referred to as "Software"). The CITY may use the Software in the conduct of its own business, and any division thereof.
6. **CONTRACTOR's Intellectual Property Rights.** CONTRACTOR owns and reserves all right, title, and interest in CONTRACTOR devices and Services and suggestions to CONTRACTOR, including all related intellectual property rights.
7. **Third Party Infringement Warranty.** Subject to the representations and warranties of the CITY in connection with the materials and access supplied by CITY, CONTRACTOR represents and warrants that, to the best of CONTRACTOR's knowledge, CONTRACTOR's tools, services, background technology, know-how, resources, or materials do not knowingly infringe the rights of any third party, and use of the same in connection with the Project will not knowingly violate the rights of any third parties except to the extent that such violations are caused by City Information, or the modification of, or use of the Deliverables in combination with materials or equipment outside of the scope of the applicable specifications, by CITY or third parties.
8. **Third Party Infringement Indemnification.** CONTRACTOR will indemnify CITY against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of CONTRACTOR's devices or Services infringes or misappropriates the third-party's intellectual property rights by a court of competent jurisdiction or settlements entered into with a third party for any third party claim against CITY of intellectual property infringement by the CONTRACTOR's devices or Services. CITY will promptly provide CONTRACTOR with written notice of such claim, tender to CONTRACTOR the defense or settlement of such claim at CONTRACTOR's expense and cooperate fully with CONTRACTOR in the defense or settlement of such claim. CONTRACTOR's intellectual property indemnification obligations do not apply to claims based on (a) modification of CONTRACTOR's devices or Services by CITY or a third-party not approved by CONTRACTOR; (b) use of CONTRACTOR's devices and Services in combination with hardware or services not approved by CONTRACTOR; (c) use of CONTRACTOR's devices and Services other than as permitted in this Agreement; or (d) use of CONTRACTOR's software that is not the most current release provided by CONTRACTOR to the extent that such release is provided by CONTRACTOR to CITY at no additional cost to the CITY. In the event an injunction is sought or obtained against CITY's use of the CONTRACTOR's devices or Services as described under this Agreement as a result of any such infringement claim, CONTRACTOR shall, at its sole option and expense, do one or more of the following: (i) procure for CITY's right to continue using the affected CONTRACTOR device or Service, (ii) replace or modify the affected CONTRACTOR's device or Service so that it does not infringe, or (iii) terminate CITY's access to the affected

device or Service.

9. Third Party Beneficiaries. The representations, covenants, obligations, rights, and agreements of the parties set forth in this Contract are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a party to this Contract including, without limitation CITY's end user, suppliers, and/or customers. Under this Contract, CONTRACTOR shall have no relationship with the customers to which CITY may provide service. CITY further acknowledges and agrees that no fiduciary relationship arises with CONTRACTOR under this Contract.

10. Third Party Agreements Warranty. CONTRACTOR represents and warrants that CONTRACTOR's agreement to perform the services pursuant to this Contract does not violate any agreement or obligation between CONTRACTOR and a third party.

11. Data Security.

- a. Protection of CITY Information. In addition to the applicable provisions in the Exhibit D of the Contract, CONTRACTOR will use commercially reasonable administrative, physical, and technical efforts to protect the security, confidentiality and integrity of CITY Information. At a minimum, CONTRACTOR shall not store, copy, analyze, monitor, or otherwise use CITY Information except for the purposes of providing the Services to CITY. CONTRACTOR shall comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that CONTRACTOR receives or has access to under this Contract or in connection with the performance of the Services for CITY. CONTRACTOR shall otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform the Services under this Contract or in accordance with applicable law. To the extent that CONTRACTOR receives PII related to the performance of this Contract, CONTRACTOR shall protect the privacy and legal rights of the CITY, its personnel, clients, customers, contractors, residents, and visitors. All CITY Information stored or at rest in the CONTRACTOR's data centers, or in transport, will be encrypted in transport and will not be transferred to any other hosting entity or location without the prior written consent of CITY. In the event of a security breach involving CITY Information, CONTRACTOR shall give notice to city in accordance with applicable law. "Security breach" for purposes of this section will refer to an event that compromises the confidentiality, integrity, or availability of CITY Information or PII or allows unencrypted CITY Information or PII to be acquired by an unauthorized person. Once a security breach has been contained, CONTRACTOR must provide CITY with a post-incident report documenting all containment, eradication, and recovery measures taken. CITY reserves the right in its sole discretion to enlist a third party to audit CONTRACTOR's findings and produce an independent report, and CONTRACTOR will fully cooperate with the third party. CONTRACTOR will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.
- b. Notification. In the event of a Security breach, CONTRACTOR shall notify the person whose PII has been compromised. The notification shall comply with the notification requirements of California Civil Code sections 1798.29.

- 12. CITY Representations and Warranties on PII.** CITY represents and warrants that it will not use PII with the Services. However, if CITY utilizes personal data for the Services, the CITY will collect all PII with proper notice and opt-out opportunities in accordance with all applicable privacy and data protection legislation, including, without limitation, the California Privacy Rights Act. CITY shall defend, indemnify and hold CONTRACTOR harmless from and against any third-party claims that relate to or arise out of CITY's breach of this section.
- 13. Return of CITY Information.** Upon termination, CONTRACTOR shall promptly return or delete all CITY Information as directed by CITY in writing at no cost to the CITY. Notwithstanding the foregoing, CITY may elect to download the CITY Information within thirty (30) business days of such termination.

14. Deliverables.

- a. "Deliverables" as used here means the items, including, without limitation, reports, graphs, charts, codes, [source codes, *include if Contractor is creating software, website, or other similar operating system*], and other documentation that CONTRACTOR provides the CITY pursuant to this Contract. CITY shall be granted all right, title, and interest in and to the deliverables. CITY shall have no restrictions on CITY's use or dissemination of the deliverables. CITY shall have no restrictions on CITY's use or dissemination of the Deliverables. Notwithstanding any other provision of the Contract, "Deliverables" does not include CONTRACTOR's software documentation or code in any format. All right, title and interest in and to the services and the underlying software and any and all modifications, derivative works or innovations of the services or the software, including all intellectual property rights embodied therein, shall be retained in full by the owner. CONTRACTOR shall provide the following deliverables:
- i. (Pending contract requirements)
- b. All Deliverables may be subject to inspection, testing, and acceptance by the CITY, at the CITY's sole discretion. CONTRACTOR shall furnish to CITY all information and data as may be reasonably required to inspect the Deliverables.
- c. CITY will give written notice of rejection of a Deliverable within a reasonable time after receipt of the Deliverable. The notice will state the respects in which the Deliverables do not substantially conform to the specifications of the Contract. If the CITY does not provide the notice of rejection within fifteen (15) business days of delivery of the Deliverable, the Deliverable will be deemed to have been accepted by the CITY.
- d. Acceptance by the CITY will be in writing, final, and irreversible, except as it relates to latent defects, fraud, and gross mistakes or negligence amount to fraud. Acceptance shall not be construed to waive any warranty rights that the CITY might have at law or by express reservation in this Contract with respect to any nonconformity.
- e. Unless otherwise specified in the Contract, ownership and title to the Deliverable shall remain with the CONTRACTOR until such time as CITY accepts the Deliverable as described

herein. Title to a special feature installed on a device and for which only a single installation charge was paid shall pass to CITY at no additional charge, together with title to the device which it was installed.

15. Warranty.

- a. Unless otherwise specified in the Contract, the warranties in this subsection begin upon delivery of the Deliverables or performance of the Services and expire in one (1) year thereafter. CONTRACTOR warrants that (i) Deliverables and Services will substantially conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings in a Statement of Work), and (ii) the Deliverables and Services will be free from material defects. If the parties have agreed to design specifications, the CONTRACTOR warrants that its Deliverables and Services provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for software (e.g., software as a service), the CONTRACTOR warrants that the software will perform in accordance with its license and accompanying documentation. CITY's approval of designs or specifications furnished by CONTRACTOR shall not relieve the CONTRACTOR of its obligations under this warranty.
- b. CONTRACTOR warrants that Deliverables furnished and Services performed hereunder: (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data or software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the CITY reasonably believes that harmful code may be present in any software delivered hereunder, CONTRACTOR will, upon the CITY's request, provide a new or clean install of the software.
- c. Unless otherwise specified, CONTRACTOR does not: (i) warrant any software provided hereunder is error-free or that it will run without immaterial interruption; (ii) warrant and will have no responsibility for a claim to the extent that it arises directly from a modification made by the CITY, unless such modification is approved or directed by the CONTRACTOR, use of software in combination with or on products other than as specified by CONTRACTOR, or misuse by the CITY; or where CONTRACTOR resells hardware or software it purchased from a third party, CONTRACTOR, to the extent it is legally able to do so, will pass through any such third party warranties to the CITY and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the CONTRACTOR from CONTRACTOR's warranty obligations set forth above.
- d. All warranties, including special warranties specified elsewhere herein, shall inure to the CITY.
- e. Except as may be specifically provided in the Contract, for any breach of the warranties provided in this Exhibit, the CITY's remedy and the CONTRACTOR's sole obligation will be limited to: (i) re-performance, repair, or replacement of the nonconforming Deliverable or Service; (ii) should the CITY in its sole discretion consent, refund of all amounts paid by the CITY for the nonconforming Deliverable or Service and payment to the CITY of any additional

amounts necessary to equal the CITY's Cost to Cover. "Cost to Cover" means the cost, properly mitigated of procuring Deliverables or Services of equivalent capability, function, and performance. The payment obligation in subsection e(ii) above will not exceed the limits on the CONTRACTOR's liability set forth in the Section entitled "Limitation of Liability."

- f. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 16. Safety and Accident Prevention.** In performing the Services on a CITY site, CONTRACTOR shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. CONTRACTOR shall take any additional precautions as the CITY may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract.
- 17. Excusable Delay or Failure.** Neither party will be in default or otherwise liable for any delay, or failure of its performance under this Contract to the extent such delay, or failure arises by reason of act of God, the elements, adverse weather conditions, fire, flood, riots, strikes, accident, war, governmental requirement or any action of government in its sovereign capacity, or act of civil or military authority whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control and without the fault or negligence of the affected party (each constituting an "Excusable Delay or Failure"). Any such Excusable Delay or Failure shall suspend the Contract until the Excusable Delay or Failure ceases, and, if practical, the Contract shall be deemed extended for the suspended period accordingly.
- 18. Cyber Liability Insurance.** Contractor shall obtain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving 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, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- If policy is a claims-made policy such coverage shall be continued for five (5) years following the completion of all services and additional service under this agreement. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for minimum of five (5) years after completion of contract work.
- 19. Technology Professional Liability (E&O).** CONTRACTOR shall obtain technology professional liability, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR under this Contract and shall include, but not be limited to, claims involving 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, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If policy is a claims-made policy, such coverage shall be continued for three (3) years following the completion of all services and additional services under this Contract. The retroactive date must be prior to the date this Contract is approved or any services are performed.

- 20. Order of Precedence.** In the event of any inconsistency between this Exhibit and any other exhibits, attachments, provisions of this Contract, this Exhibit shall precede any other exhibit, attachment, or provision of this Contract.
- 21. Non-solicitation.** During the term of this Agreement and for one year thereafter, each party agrees not to solicit for employment any of the other party's employees that were directly involved in the performance of Services hereunder. For further clarification, this requirement does not prohibit either party's employees from seeking employment with the other party or responding to general advertisements or recruitments of the advertising party so long as the advertising party's advertisements or recruitments did not target the other party's employees. Notwithstanding any other provision of this Agreement, this section 9.6 survives the expiration or termination of the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 350 S Grand Ave, Ste 3410 Los Angeles CA 90071	CONTACT NAME: Priscilla Vivar	FAX (A/C, No): 213-237-8001	
	PHONE (A/C, No, Ext): 213-237-8055	E-MAIL ADDRESS: lacerts@marshmma.com	
INSURED ExecuTech Utah, LLC 10876 S River Front Pkwy Ste 100 South Jordan, UT 84095-5957	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Atlantic Specialty Insurance Company		27154
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

License#: 0H18131

EXECUTECH

COVERAGES

CERTIFICATE NUMBER: 1067046987

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		7110182330002	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		7110182330002	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	7110182330002	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	4060493570002	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Automobile Physical Damage			7110182330002	7/1/2025	7/1/2026	Comprehensive Ded: \$1000 Collision Ded: \$1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Sacramento c/o EXIGIS LLC, its officials, employees and volunteers are included as Additional Insured on Auto Liability and General Liability per attached endorsement. Waiver of Subrogation applies to Workers Compensation per attached endorsement. Notice of cancellation provisions apply as per the attached.

CERTIFICATE HOLDER

CANCELLATION

City of Sacramento c/o EXIGIS LLC Murrieta CA PO Box 947 92564	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attached clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. 4060493570002

07/01/2025

Endorsement No.

of the

(NAME OF INSURANCE COMPANY)

issued to

Atlantic Specialty

Premium (if any) \$



Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

PER WRITTEN AGREEMENT OR CONTRACT ON
FILE WITH THE NAMED INSURED

Location(s) Of Covered Operations

Location	Building
1	1

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

2. With respect to Drive Other Car Coverage only, Paragraph **A.1. Who is an Insured of Section II – Liability Coverage** is amended to include as an “insured” the following:

If you are designated in the Declarations as:

- a. An individual, you and your spouse.
- b. A partnership, your partners and their spouses.
- c. An organization other than an individual or a partnership, your “executive officers” and their spouses.

3. **Limit of Insurance and Deductible**

The most we will pay for Drive Other Car Coverage is the single highest Limit of Insurance for the applicable coverage for an “auto” you own. The Deductible for Drive Other Car Coverage is the largest Deductible for the applicable coverage for an “auto” you own.

4. **Other Insurance**

Regardless of the existence of other insurance or Paragraph **B.5. Other Insurance of Section IV – Business Auto Conditions**, Drive Other Car Coverage is primary.

B. Section II – Covered Autos Liability Coverage

1. **Additional Insured – Written Contract, Agreement, Permit or Authorization**

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an additional “insured” any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance such as is afforded under this Coverage Form but only with respect to liability for “bodily injury” or “property damage” caused in whole or in part by your maintenance, operation or use of a covered “auto”. But this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the “accident” that caused the “bodily injury” or “property damage”;
- b. To any person or organization included as an “insured” under any other provisions of this policy, including this or any other endorsement;
- c. To the independent acts or omissions of such person or organization; or
- d. To any lessor of “autos” when their contract or agreement with you for such leased “auto” ends or the lessor or its agent takes possession of the “auto”.

2. **Broadened Named Insured**

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on or after the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)**

- a. Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an “insured” your “employee” while:
 - (1) Using a covered “auto” you do not own, hire or borrow in your business or your personal affairs.
 - (2) Operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.
- b. Exclusion **B.5. Fellow Employee of Section II – Covered Autos Liability** is deleted.
- c. The following is added to **B.5.b of Section IV – Business Auto Conditions**:
Any covered “auto” hired or rented without a driver by your “employee” under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business is also deemed to be a covered “auto” you own.

4. **Newly Acquired or Formed Organizations**

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an “insured” any organization you newly acquire or form, other than a partnership or joint

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notice of Cancellation to Designated Certificate Holder

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will endeavor to provide notice of such cancellation to the certificate holder(s) at the address(s) shown in the schedule below when notice of cancellation is sent to the first Named Insured. In no event will the timing of notice to a certificate holder exceed the timing of notice to the first Named Insured.
- B.** Our failure to provide notice of cancellation to a certificate holder scheduled below will not amend or extend the effective policy cancellation date or negate policy cancellation. Notice of cancellation is provided solely as a courtesy for the convenience of the first Named Insured and does not constitute a prerequisite to effective policy cancellation or confer any rights whatsoever on the certificate holder(s) scheduled below.

SCHEDULE

Name of Certificate Holder and Address

PER WRITTEN AGREEMENT OR CONTRACT ON
FILE WITH THE NAMED INSURED

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

AL	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
AZ	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
CO	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
DE	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
ID	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
IL	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
IN	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
MN	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
MT	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
NV	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
OR	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
TN	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2025

Policy No. 4060493570002

Endorsement No.

Insured ExecuTech Utah, LLC

Premium \$

Insurance Company Atlantic Specialty Insurance Company

Countersigned By _____

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.


IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

LOCKTON COMPANIES, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	
Lyra Technology Group, LLC Executech 433 W Van Buren St, Suite 1100F Chicago IL 60607	INSURER(S) AFFORDING COVERAGE	NA
	INSURER A: Columbia Casualty Company	3
	INSURER B: Canopus US Insurance, Inc.	1
	INSURER C: QBE Specialty Insurance Company	1
	INSURER D:	
	INSURER E:	
	INSURER F:	

CERTIFICATE NUMBER: 22055048 REVISION NUMBER: XXXXXX
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADOL INSD	SUBSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXX MED EXP (Any one person) \$ XXXXXX PERSONAL & ADV INJURY \$ XXXXXX GENERAL AGGREGATE \$ XXXXXX PRODUCTS - COMPROP AGG \$ XXXXXX \$
AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXX BODILY INJURY (Per person) \$ XXXXXX BODILY INJURY (Per accident) \$ XXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXX \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXX
TechE&O-Cyber XS TechE&O-Cyber ad XS TechE&O	N	N	652455290 CYT20230091-01 130007796	8/12/2024 8/12/2024 8/12/2024	8/12/2025 8/12/2025 8/12/2025	\$5M \$5M xs \$5M \$5M xs \$10M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
22055048 City of Sacramento c/o Esigis LLC PO Box 947 Murrieta, LA 92564	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: *Kenny Cooper*

Title: Associate General Manager

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: *Michael Voss*

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: