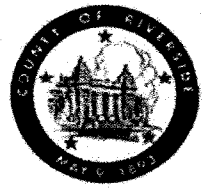


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

160



FROM: Riverside County Information Technology (RCIT)

SUBMITTAL DATE:
April 10, 2013

SUBJECT: APPROVAL OF THE AGREEMENT WITH PSOMAS FOR GIS SERVICES
BASED ON THE ALAMEDA COUNTY COMPETITIVELY BID CONTRACT

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the agreement with PSOMAS without securing competitive bids in the annual amount of \$250,000, for three years, in accordance with Ordinance 459.4;
2. Authorize the Purchasing Agent to sign amendments that do not change the substantive terms of the agreement and exercise renewal for two additional one-year terms, for an amount not to exceed the annual CPI rate of 3%; and,
3. Direct the Clerk of the Board to return three (3) original signed agreements to RCIT.

BACKGROUND:

The Geographic Solutions Division (GSD) of RCIT provides geospatial analysis, cartography, demographic, mapping and other related services for a wide variety of customers, including TLMA, Southern California Association of Governments (SCAG), University of California, Riverside (UCR) and both the Western Riverside Council of Governments (WRCOG) and the Coachella Valley Association of Governments (CVAG).

(Continued on page 2)

Tom Muller, ACIO for

Kevin K Crawford
Chief Information Officer

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 100,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	For Fiscal Year:	12/13

SOURCE OF FUNDS: RCIT - GIS Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature BY: *Christopher M. Hans*

Christopher M. Hans

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: April 23, 2013
xc: RCIT, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*

Deputy

3-46

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
DATE: 4/16/13
Purchasing: *Mark Seiler*
Assistant Director

Departmental Concurrence

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

**Form 11: APPROVAL OF THE AGREEMENT WITH PSOMAS FOR GIS SERVICES
WITHOUT SECURING COMPETITIVE BIDS**

Date: April 10, 2013

Page 2

BACKGROUND: (Continued)

GSD continues to strive for continuing advancement of the County's eGIS program and is in need of the expertise and available resource provided by PSOMAS. PSOMAS, with offices in the City of Riverside, is an ESRI business partner participating in ESRI beta programs and closely tracking ESRI on strategy and technology directions.

RCIT will utilize PSOMAS support in development, deployment and technical consultation for new and existing GIS applications on an as-needed basis. PSOMAS will be assisting with the update of the Riverside County Land Information System (RCLIS), the primary tool for viewing land use designations throughout the county including MSHCP boundaries, fault and flood zones, TUMF boundaries, zoning and Policy Areas and approximately 100 other layers of geo-enabled data. In addition to the land use mapping tools, PSOMAS will be tasked with creating GIS based applications for health and social services, public safety, and community and economic development.

RCIT has reviewed various GIS resources and seeks approval to utilize PSOMAS services via the Alameda County award. Alameda County has utilized PSOMAS since July 2012 and is pleased with the services that they provide. As RCIT is looking for opportunities to reduce costs and expedite services, we seek the utilization of the Alameda County contract. All contract terms and provisions in the Alameda County contract will apply to Riverside County.

Price Reasonableness:

In January 2012, Alameda County released a Request For Information (RFI) for GIS services and received 28 responses. Subsequently, a Request for Proposals (RFP) was issued in February 2012 and ten responses were received. Three bidders receiving the highest preliminary scores were invited to an oral presentation. Through an extensive evaluation process, PSOMAS was deemed the highest scoring qualified vendor. Although Psomas did not submit the lowest bid, they ranked highest through the evaluation scoring even after local preference scores were applied to another vendor. The RFP responses ranged from \$1,731,040 to \$1,924,706; Psomas was the highest submittal. The final proposal from Psomas came in at \$1,785,551. In July 2012, the Alameda County Board of Supervisors approved a three year contract with PSOMAS for \$1,786,000 with an option to renew for two additional one-year terms. Psomas is providing Riverside County with the same contract pricing as Alameda County.

Current Job Title/Position	Alternate Proposed Job Title/Position	1 st Year Rate/Hour	2 nd Year Rate/Hour	3 rd Year Rate/Hour
GIS Project Manager	Project Director	\$165.00	\$169.95	\$175.05
GIS Analyst	Business Analyst	\$121.50	\$125.15	\$128.90
GIS Architect	Application Developer	\$135.00	\$139.05	\$143.22
GIS Administrator	System Administrator	\$130.50	\$134.42	\$138.45
GIS/CAD Mapper	GIS Technician	\$60.00	\$61.80	\$63.65
Database Administrator		\$139.50	\$143.69	\$148.00
Project Administrator	Project Assistant	\$67.50	\$69.53	\$71.61

**AGREEMENT BETWEEN
THE COUNTY OF RIVERSIDE
AND
PSOMAS**

This Agreement is made between the County of Riverside ("County") and PSOMAS ("PSOMAS") as of May 1, 2013. The parties agree as follows:

1. County shall have the right to purchase support in development, deployment and technical consultation for new and existing GIS applications on an as-needed basis on the same terms as stated in the COUNTY OF ALAMEDA STANDARD SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF ALAMEDA AND PSOMAS dated August 2, 2012 including any amendments (hereafter referred to as the "Alameda Agreement"). A copy of the Alameda Agreement is attached as Attachment A.

2. The terms of the Alameda Agreement shall apply to all purchases by County, except as follows:

(A) Any legal action related to this Agreement shall be filed only in the Superior Court for the State or the U.S. District Court located in Riverside, California.

(B) All notices or demands given pursuant to this Agreement shall be given to the following:

COUNTY OF RIVERSIDE
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

PSOMAS
1500 Iowa Avenue, Suite 210
Riverside, CA 92507
Attn: Craig Gooch, (951) 300-2803

3. The term of this Agreement shall be as follows: May 1, 2013 through April 30, 2015 with an option to renew for one additional one-year term.

County of Riverside

By: John J. Benoit

Name: John. J. Benoit

Title: Chairman, Board of Supervisors

Date: APR 23 2013

PSOMAS

By: Craig H. Gooch

Name: Craig H. Gooch

Title: Vice President

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis

NEAL R. KIPNIS

DATE 4/23/13

APR 23 2013 3-46

ATTEST:
KEGIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY

Attachment A

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of August 2, 2012, is by and between the County of Alameda, hereinafter referred to as the "County", and PSOMAS, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain GIS programming and development services which are more fully described in Exhibit A hereto ("Description of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide GIS Programming and Development Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements
- Exhibit A-2 Description of Services
- Exhibit A-3 Deliverables and Reports
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements
- Exhibit F The Iran Contracting Act (ICA) of 2010

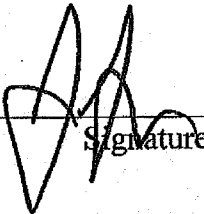
The term of this Agreement shall be from August 1, 2012 through July 31, 2015.

The compensation payable to Contractor hereunder shall not exceed one million seven hundred eighty six thousand (\$1,786,000) for the term of this Agreement.

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

COUNTY OF ALAMEDA

PSOMAS

By: 
Signature

By: 
Signature

Name: John Glann
(Printed)

Name: Craig H. Gooch
(Printed)

Title: Purchasing Agent

Title: Vice President

Date: 8/2/12

Date: 6/26/2012

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
 9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
 10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
 11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective three (3) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days

after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Information Technology Department
1221 Oak Street,
Oakland, CA 94612
Attn: Tim Dupuis, (510) 272-3730

To Contractor: PSOMAS
1500 Iowa Avenue, Suite 210
Riverside, CA 92507
Attn: Craig Gooch, (951) 300-2803

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex,

sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County

should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its GIS Programming and Development Services shall not exceed \$1,786,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor shall subcontract with Verdant Solutions, Inc. (922 Everett Ave., Oakland, CA 94602; Principal, Pascual Benito for ten percent (10%) and Geocadd Inc, DBA Geocadd Surveys (37428 Centralmont Place, Fremont, CA 94536; Principal, Sandra Williamson) for ten percent (10%), for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system.

SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.

32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

35. EXTENSION: This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A
DEFINITION OF SERVICES**

1. Contractor shall provide GIS Programming and Development Services in accordance with the "Specific Requirements" section within County's Request for Proposal No. 900950 (RFP) and "Description of Services" section of Contractor's Proposal dated April 16, 2012. Said sections are incorporated herein by reference and attached hereto as Exhibit A-1 and A-2.
 - a. In the event of any conflict (direct or indirect) among any of the above-referenced exhibits, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that the scope of work described in the RFP sections and the scope of work described in Contractor's proposal shall both be performed to the greatest extent feasible.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Craig Gooch	Project Director	cgooch@psomas.com
Han Chu	GIS Project Manager	hchu@psomas.com
Alex Evett	GIS Analyst	aevett@psomas.com
Sedat Macoglu	GIS Architect/DBA	smacoglu@psomas.com
Nader Alalem	GIS/DBA	nader.alalem@psomas.com
Brian Hoefer	GIS Analyst	brian.hoefer@psomas.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. Contractor staff supporting eGIS programming, development and implementation services will typically possess 3+ years of experience in each staffing position:
 - a. eGIS Project Manager: expert in design, planning and implementation of eGIS applications. Main contractor contact for each eGIS implementation.
 - b. eGIS Analyst: expert in defining business requirements and procedures relative to eGIS in similar scale, scope, infrastructure and volume as Alameda County.
 - c. eGIS Architect: expert in programming, supporting and implementing ESRI eGIS

applications similar to Alameda County infrastructure.

- d. eGIS Administrator: expert in the configuration and setup of ESRI eGIS products in environment similar to Alameda County.
 - e. eGIS/CAD Mapper: expert in creating, maintaining, publishing, converting maps using ESRI eGIS products.
4. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

**EXHIBIT A-1
SPECIFIC REQUIREMENTS**

1. Contractor will be provided with various assignments on an "as-needed" basis. Assignments may vary from agency to agency depending on the needs and requirements of the participating agency. Projects that encompass the need for GIS Programming and Development Services include, but are not limited to, the following:
 - a. GIS Spatial Analysis;
 - b. Cartography, Conversion and (Computer Aided Design) CAD;
 - c. Photogrammetry, and Aerial Photography;
 - d. Asset Management;
 - e. Environmental;
 - f. Software Development and Database Management;
 - g. Engineering;
 - h. Hardware;
 - i. Remote Sensing and Image Processing;
 - j. Land Surveying and Mapping;
 - k. E9110 Integrated Mapping/GIS.

2. During any project assignment, Contractor will:
 - a. Receive all work assignments through the County Information Technology Department (ITD).
 - b. Assign a single point of contact (account manager) to receive requirements and report results to ITD and the respective County Agency requiring services. Any changes to the Contractor contact must be communicated to the County.
 - c. Communicate with the County project team via e-mail, phone, and on-site meetings.
 - d. Return a detailed proposal or statement of work within one week after receiving specifications for specific work assigned by the County agency requiring its assistance.
 - e. Turn over source code and documentation to the County for each assignment when applicable.

3. Implementation Plan and Schedule: Contractor will commence work upon receipt of an executed contract and notice to proceed. Contractor will continue work until contract expiration or termination. Contractor does not propose a specific implementation plan or schedule, beyond this, given the "as-needed" basis of assignments. From time to

time the County will request a scope of work and not-to-exceed cost estimate for specific assignments to be considered for performance under the GIS Programming and Development Service agreement. Upon receipt of such a request, Contractor will submit a scope, schedule and cost estimate within one week. The preparation of such scopes and estimates are understood to be within the overall scope of GIS Programming and Development. Contractor will work closely with the County to ensure that all of the County needs are understood and will refine the scope of work and estimates accordingly. As the County's understanding of its needs is revised through discovery, it may become necessary to amend the original scope, schedule and/or cost estimate. Contractor will endeavor to identify scope expansion, schedule, or cost issues at the earliest opportunity and bring these to the County's attention. Contractor will use Microsoft Project for scheduling and will use a project cost tracking system to monitor and report budget compliance on a weekly basis.

4. Contractor is not to share, market or sell programs/code/scripts developed for Alameda County without written approval from County Information Technology Department (ITD).

EXHIBIT A-2 DESCRIPTION OF SERVICES

The Contractor will provide managed services consisting of process methodologies and skilled staffing to support eGIS services. The services include design, programming, developing, implementing and supporting eGIS services for County Departments who are interested in obtaining such services.

The Contractor's services are in the following major groups:

I. Project Management

The scope of services addresses ongoing operations of existing eGIS elements plus implementation of new solutions. Both categories of service are dependent on a well defined scope of work and management plan. The Contractor has adopted the principals and practices of the Project Management Institute for managing project work.

a. Team Organization

The Contractor will provide a Project Director as a primary point of contact for the entire services agreement with the County. The Project Director has responsibility for the entirety of services, coordination with the County ITD, GSA, and Departments. This focused point of oversight and coordination facilitates effective communication, services oversight and control, and allocation of resources.

Individual application development projects, data services, or operational support activities will be assigned to a Project Manager for focused attention to the specific scope of work. The Project Manager will be paired with the Department Project Manager as primary lines of communication and coordination. This structure provides the ability to scale the services to execute many concurrent project of any size by assigning additional Project Managers as needed. The Project Director will serve in a Project Management role as well.

The Project Director will coordinate staff resource assignment through coordination with the subcontractors. Each subcontractor has provided a project lead to coordinate with the Contractor. A key staff allocation goal is to keep the best resources assigned to a project for purposes of skill alignment, subject matter expertise, and continuity of service with the County. To the extent possible, Contractor will keep the same staff assigned to County services at management, professional, and technical levels. This approach serves the County by delivering highly qualified resources that are familiar with the technical setting, the County points of contact, and the policies, standards, and procedures that govern the services.

b. Task Order Management

Task orders are the individual project requests initiated by the County. To address these, Contractor will utilize a proven methodology for defining the project scope, assigning resources, and managing the project implementation.

Contractor will adapt a five step process to support application development request.

- 1) Request Services
- 2) Review Request
- 3) Understand the Project
- 4) Create a Project
- 5) Management the Project

Each of these services fulfillment steps includes several activities that contribute the understanding, definition, and performance of the project. The project definition and execution methodology is scalable to projects of different sizes and complexity to assure appropriateness of the planning, definition, and management aspects of a given task.

The specific task order process will be refined as needed to address the County requirements and preferences. Contractor will adapt the following processes.

- 1) A County Department requests services. The request may be verbal, informal email, or a formal well defined scope of work. Contractor will log the request and inform County ITD that the Contractor is proceeding to meet with the Department.
- 2) Contractor will meet with the Department. (ITD may participate as well), to clarify the project needs and expectations. Contractor will respond within 1 business day to acknowledge the request, and will meet with the department within 1 week or as convenient with the department. Contractor approach is adaptive to small service needs (ad-hoc services) up to large system development efforts.
- 3) A project statement of work (SOW) will be developed to address the project goals, drivers, inputs, outputs, technology setting, integration points, staff involvement, time requirements, and other constraints. An initial SOW will be presented to the Department within 1 week of meeting with the department to discuss their request. The SOW provides the basis for detailed project work planning.

- 4) Following department approval of the SOW, Contractor will prepare a project work plan. The plan defines in detail the project steps to be taken, deliverables, staff roles and responsibilities, County roles and responsibilities. A quality plan is defined at this point clarifying performance objectives and approach. Contractor will prepare an MS Project schedule detailing major tasks and subtasks at an appropriate level of detail. A corresponding cost spreadsheet will estimate staffing levels for both Contractor and the County and identify any required non-labor expenses. The project plan will be reviewed with the Department and revised as needed. Final task order authorization will reference the work plan as an attachment that clarifies the project scope and expectations. This final approval initiates the project execution.
- c. **Rapid Response Readiness**

As the eGIS expands, support or new services will impact the County service delivery to its customers. As a routine response structure, Contractor will 1) Acknowledge a service request within 1 day; 2) talk with the department to clarify the service request within 1 week; and 3) deliver a project SOW within 1 week of talking with the department. Initiation of services will vary from same day of request to longer time frames depending on the nature of the project and the needs of the County. Large scale system development may require multiple weeks to develop a detailed work plan and gain approvals from County stakeholders.
 - d. **Project Tracking and Control**

Project implementation involves a consistent project management process. Based on the approved project plan, Contractor will perform ongoing project monitoring and control processes to keep the project on track. The project Work Breakdown Structure (WBS) is used to track individual activities and milestones in MS Project. Each WBS element is assigned a resource and schedule. Once each week, the Project team meets to review progress, issues, level of effort, and to update cost to complete and schedule. Any project variances are noted in a written report memorandum and corrective actions taken as needed.
 - e. **Communication and Reporting**

At the project outset, Contractor and the County will agree to a standard communications protocol defining points of contact, preferred communication methods, and issue escalation procedures. The following is the communication and reporting standard.

 - 1) **Project Activity Reporting**

A weekly or bi-weekly status review through a brief telephone call with the project team members. An action punch list is used to quickly review

status of actions. This process helps assure planned actions are tracking and issues identified and addressed quickly. Monthly, a status report is produced that provides a complete overview of the project addressing accomplishments, issues, planned actions, and updated schedule. This report is presented to the department project manager and copied to ITD.

2) **Portfolio Reporting**

In addition to the specific project activity reporting, Contractor will perform contract level portfolio reporting that represents all contract activities. At this level, the reporting will address any lower level project issues that could persist, SLEB % allocation, operational support items, and any project activities performed for ITD. eGIS strategy and major eGIS objectives will be discussed periodically as means of aligning the eGIS portfolio with standards and enhance operational sustainability.

f. **Helpdesk**

An online helpdesk for submitting support requests and tracking performance is key to responsive service and accountability. Contractor has a web based secure system that is used for other clients that can be configured and brand for Alameda County eGIS customers. Alternatively, Contractor will use an existing County helpdesk system. The helpdesk provides direct notification of responsible staff, provides a dashboard for incident and case review, and helps assure all service level agreement metrics are complied with.

g. **Project Web**

Contractor will deploy a project collaboration website called Project Web at the project initiation to serve as a master project information repository. All schedules, plans, reports, deliverables, and source information will be posted and accessible through the site. Automated email notifications are sent to site participants as the content is modified.

h. **Project Communication**

Effective communications is vital for successful project execution. Contractor will employ a variety of methods appropriate to the specific issue and audience. Methods include: onsite meetings, web meetings, telephone calls, email, and written reports and memos. Contractor plans on being on site at least once each month for project review meetings to assure effective communications. Project technical meetings will be coordinated with status reporting onsite as practical to maximize effective communications with the County. Early in projects more face to face meetings are held to build rapport among the Contractor / County project team members. Also, key deliverables (requirements, design, etc.) usually are developed or presented with onsite meetings to enhance

understanding. Routine status related meetings are often held through a conference call that minimizes disruptions to County work activities while providing effective reporting.

i. **County Responsibilities**

The County is the sponsor for all projects. Contractor is a facilitator to help the County achieve its objectives. Thus, County involvement in the project is critical. The nature of each project will influence the level of involvement. In general, the following activities are key responsibility areas: Project request, definition of requirements, review and approval of all deliverables (requirements, design, quality plan, training documentation, etc.); execution of county development tasks, and final project approval. The project plans (WBS) will identify County tasks and sufficient deliverable review time will be incorporated within the schedule. County progress on tasks will be reviewed during weekly project review meetings.

2. **Program Management Support**

Contractor will provide eGIS program level services to help achieve the County program goals.

a. **Strategic Planning**

Contractor will provide strategic consulting services to help clarify the business needs, eGIS vision, strategies and implementation plans. A eGIS strategic plan consists of a needs assessment to identify business, data, and solutions needs giving consideration to common needs across the various County divisions. This process clarifies opportunities for efficiency improvement, information consolidation, and improved management practices.

The strategic plan defines a program vision and goals, then, lays out a prioritized sequence of systematic projects that advance the County to the vision. Benefits, costs, schedule, and organizational responsibilities are documented. Contractor will also assist the County in communicating the value to individual stakeholders at the departmental, executive, and elected official levels.

b. **eGIS Architecture**

An eGIS technical architecture should define the current environment and the future optimized state. Aligned with a eGIS strategic plan, a future architecture can provide a vision for guiding new projects to a common alignment. Architecture should address software, data storage and access, hardware, integration strategies, security, performance, and business continuity. The data architecture for eGIS needs to facilitate integration of County data from the data warehouse and other sources. Through framework data models, the geo-

enabling of tabular data can provide immediate value to a range of agency functions including social services, health care, probation and public defender.

c. **Policy Development and Guidance**

The Contractor has extensive experience implementing operational policies and standards necessary to support an eGIS.

d. **eGIS Governance Facilitation**

The Contractor has extensive experience supporting enterprise and regional GIS program governance and committee facilitation. The services help the committees from and address their objectives through agenda development, meeting facilitation, and action tracking.

3. **Project Initiation**

The Contractor has the following activities at the outset of the project.

a. **Orientation Meeting**

The Contractor will meet with County's ITD representatives in a workshop setting to develop an understanding of expectations, existing environment, perceived challenges, and future plans. Key members of our project team attend a workshop that will serve as an initial introduction to the County environment. This initial orientation will help align Contractor's understanding and focus areas.

Specific topics include:

- 1) A review of the project scope, methods of communication, and project coordination;
- 2) Team structure and key roles for the Contractor and the County;
- 3) Review existing systems, policies, and procedures;
- 4) Review existing GIS data, metadata, and system configuration;
- 5) Review existing GIS application;
- 6) Review GIS project currently underway; and
- 7) Review operation support activities and needs.

b. **Contract Management Review**

The Contractor, County ITD, and GSA will meet to review contract requirements, standards and procedures. Topics include billing procedures, SLEB reporting and participation, insurance, and other compliance areas.

c. **Application Review**

The Contractor will meet with Departments with existing GIS application that requires support. The meetings will focus on understanding how the applications serve the departments, possible shortcomings, and any future enhancements that

are being considered. The Contractor will review existing system documentation and workflows to establish an understanding of the applications for which the Contractor would provide operational support.

d. GIS Solutions Workshops

The Contractor will host several GIS Solutions Workshops at the County to expose the County staff to GIS trends, opportunities, and best practices. Demonstrations and review of other County and City solutions would be presented to increase the general awareness of GIS technology, where it is applied to varied business areas, and to underscore benefits. The Contractor will coordinate with ESRI to draw deeply from their case history base. **These workshops shall be presented without a charge to the County.**

e. Technical Environment Setup

The Contractor will work with ITD to establish appropriate permissions for programmers and managers to access the County facilities and technology infrastructure. Necessary background checks or other credential verification will be performed. The Contractor recommends the County grant VPN access to key team members to support software installation and support within the development, staging, and production environments as needed and in conformance with County policies and procedures.

4. Operations Support

eGIS operations activities are ongoing level of service activities that persist throughout the project. Activities may be continuous (application monitoring, helpdesk support, etc.) or intermittent (software upgrade, hardware change, etc.) The Contractors operations support activities will be clarified through initial meeting with the County. The Contractor's Project Manager will oversee all operational activities and provide monthly reporting or operations activities.

a. Technical Support

Contractor will provide tech support through the help- desk function to address service issues with existing systems included in the operations support function. Standard response protocols will be used to address issues and escalate resolution as appropriate.

b. Training Refresh

Focused training may be needed from time to time as Department staff change or need supplemental training to assure proficiency with the GIS. Training can be provided for ArcGIS and other ESRI software, for applications deployed at the County, and for processes.

c. Data Management

The Contractor will provide data updating to keep GIS data current, to resolve anomalies, and to enhance existing spatial data.

d. Software Management

For systems, Contractor manages, Contractor will coordinate the updating of underlying software (SQL Server, ESRI software, other products) through close coordination with ITD and the affected Departments. All updates will be scheduled in advance, deployed in a development and staging environment and tested, then deployed on production systems. Contractor will coordinate closely with staff and be available at an alert level to address any upgrade issues that might occur.

e. Database Configuration and Optimization

SQL Server configuration, ArcSDE setup and configuration services will be provided as needed for upgrades or changes to procedures. ArcSDE versioning may be implemented along with a training program to assure procedures are in place for data owners to manage the update processes.

f. Web Services

Various GIS based services for geocoding, feature services, and map services may need to be added and managed to assure appropriate availability and performance. Web services provide flexibility for the County to serve many users with common services, thus gaining productivity and consistency.

g. GIS Resource Center

Contractor recommends implementing and managing an intranet website for eGIS that serves as a GIS resource center. The resource center should help any County staff understand what services are available and how to receive them. Content on the site might include GIS program overview, how to request service, helpdesk link, GIS data catalog with metadata links, GIS web services catalog with metadata, applications catalog summarizing County GIS applications, and benefits center documenting project ROI and enabling users to documents benefits.

5. Technology Environment

Contractor will develop GIS applications using the County development standards.

6. Application Development Methodology

Contractor will apply an application development methodology that helps assure consistency of services delivery, application alignment, scope and budget control, and long term sustainability. The approach is a guideline that is adaptable to project size, client needs, and project constraints.

The Contractor understands that Departmental project sponsors may not have expertise with software development; therefore the process engages users in a learning process that exposes their needs and allows flexibility during the requirements and design process. Rapid prototyping by presenting examples of solutions as mockups or illustrations help the sponsors define their requirements and preferences.

Agile software development methodology is used where requirements are not well understood or may be variable over the project lifecycle. Agile methods help the sponsors develop greater perspective of the application as it evolves and enable them to refine their requirements.

a. User Requirements

The Contractor will meet with the user team to understand the business requirements and translate them into application requirements. Through dialog, user stories are documented that represent easily understood the process that will be addressed by the application.

b. Technical Design

The Contractor will create a technical system design based on the approve user requirements. The design includes detailed database design, a definition of application modules, UI wireframe mockups, definition of outputs, and user access permissions and restrictions. This document is presented to project sponsors and revised as needed.

c. Application Development

Application development occurs as iterations that expose application functionality incrementally. This approach delivers functional application components once each month for the end user to evaluate. Incremental releases are online and available for customer testing and evaluation. This rapid development and feedback helps direct application refinement and adjust priorities for features.

d. Installation and Testing

Application installation and testing is performed at the conclusion of the iterative application developed phase. The application is installed on the development and staging server. Testing involves unit and system testing, load testing, and final acceptance testing. Any issues identified at this stage are addressed and testing continues.

e. Deployment

System and user documentation is produced. The documentation is used to train system administrators and end users. Initial training is provided as the system goes live. Supplemental training is provided following initial deployment. The

goal with the training program is to achieve a high level of application utilization by the target users.

f. **Operations**

Following deployment, the application is supported through the operational processes that assure application availability, provide user admin services as needed (i.e., add & remove users), manage data administration, and support application enhancements.

7. **Limitations**

All applications, designs, specifications, and deliverables will be the solely owned by the County. Hardware systems, underlying database and GIS software, GPS equipment, and other technology components required for County implementation of solutions developed by the Contractor will be supplied by the County or otherwise addressed within the project scope and funding.

EXHIBIT A-3

DELIVERABLES AND REPORTS

Contractor's PM will be responsible for delivering a detailed Statement of Work (SOW). In addition to articulating the defined work for each SOW, Contractor will create a MS Project plan with each work phase, tasks in each phase, resources assigned to each task, hour duration of each task, cost per task and cost for the entire SOW. This will be completed for each SOW and presented to Information Technology Department (ITD) manager for approval. Once ITD manager has approved SOW, a UR (heat ticket) number will be assigned to the SOW before starting to work on SOW. All invoicing will reference the UR number.

Following the completion of each SOW and after the client has signed off on all work as successfully completed, Contractor's PM will coordinate the delivery of any source code that was created or changed to the County's ITD team for safe storage.

Finally, documentation supporting the SOW will be completed and delivered to the County's ITD team as well. This may include Visio diagrams, written procedures, configuration, and code, check off sheets that can assist ITD and end users with the newly implemented changes to their workgroup or department within the County.

**EXHIBIT B
PAYMENT TERMS**

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of correct invoice.

Current Job Title/Position	Alternate Proposed Job Title/Position	1st Year Rate/ Hour	2nd Year Rate/ Hour	3rd Year Rate/hour
GIS Project Manager	Project Director	\$165.00	\$169.95	\$175.05
GIS Analyst	Business Analyst	\$121.50	\$125.15	\$128.90
GIS Architect	Application Developer	\$135.00	\$139.05	\$143.22
GIS Administrator	System Administrator	\$130.50	\$134.42	\$138.45
GIS/CAD Mapper	GIS Technician	\$60.00	\$61.80	\$63.65
Database Administrator		\$139.50	\$143.69	\$148.00
Project Administrator	Project Assistant	\$67.50	\$69.53	\$71.61

Travel and incidental costs are inclusive within the hourly rate for services.

Note: The programming and development services fees will be invoiced to the County monthly on the basis of the hourly rate quoted.

Bidder agrees that the price(s) per hour and per page quoted are the maximum they will charge during the term of this contract.

2. Invoices will be approved by the County, as follows:

Information Technology Department
1106 Madison St, Room 336
Attention: Gary Raymond
Oakland, CA 94607
Phone: 510-481-3700
Fax: 510-272-3608

3. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

- a. Services outline in Statement of Work (SOW) approved by ITD manager.
- b. Each SOW must reference a unique UR number assigned to each SOW.
- c. Contractor will invoice monthly against SOW referencing UR number.
- d. Total of invoices billed will not exceed total quoted in SOW.

4. Total payment under the terms of this Agreement will not exceed the total amount of one million seven hundred eighty six thousand (\$1,786,000). This cost includes all taxes and all other charges.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents and employees. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance affected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall maintain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: PSOMAS

PRINCIPAL: Craig H. Gooch TITLE: Vice President

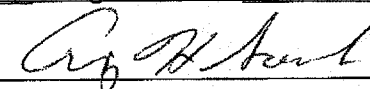
SIGNATURE:  DATE: 6/26/2012

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (925) 924-0340. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT F

COUNTY OF ALAMEDA

RFP No. 900950

for

GIS PROGRAMMING AND DEVELOPMENT SERVICES

THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

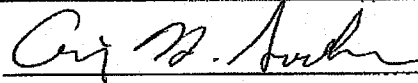
1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception:

NAME: Psomas

PRINCIPAL: Craig H. Gooch TITLE: Vice President

SIGNATURE:  DATE: July 19, 2012

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

6/22/2012

PRODUCER
Dealey, Renton & Associates
P. O. Box 10550
Santa Ana CA 92711-0550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
PSOMAS
555 South Flower Street, Suite 4400
Los Angeles CA 90071

INSURER A: ACE American Insurance Company
INSURER B: Travelers Property Casualty Co of Ameri
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> BFPD, XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	630265M676A	10/15/2011	10/15/2012	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	810265M676A	10/15/2011	10/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB6A526643	10/15/2011	10/15/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Professional Liability Claims Made	G23638381003	10/15/2011	10/15/2012	Per Claim \$1,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 General Liability policy excludes claims arising out of the performance of professional services. Independent Contractors include as respects to General Liability.
 #ALA010100; County of Alameda GIS Programming and Development Services.
 County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are additional insured as respects to General and Auto Liability as required by written contract. Primary and Non-Contributing coverage, Cross Liability coverage, Waiver of Subrogation applies to GL as See Attached...

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION 10 Day notice for Non-Payment of Prem
County of Alameda Attn: Tim Dupuis 1221 Oak Street Oakland CA 94612		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE <i>Cheryl A. Bolin</i>

POLICY NUMBER: 630265M676A

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 10/15/2011-12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) -

POLICY NUMBER: UB6A526643

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER

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 10/15/2011
Insured Psomas

Policy No. UB6A526643

Endorsement No.
Premium

Insurance Company

Countersigned by

Cheryl Bolen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while 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.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: PSOMAS DEPT #: 380100

TITLE/SERVICE: GIS PROGRAMMING AND DEVELOPMENT SERVICES

DEPT. CONTACT: TIM DUPUIS PHONE: (510) 272-3730

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

1. Is the contractor a corporation or partnership? (x) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (x) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here: 95-2863554
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS YES NO

- 1. Is the contractor being hired for a period of time rather than for a specific project? () ()
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

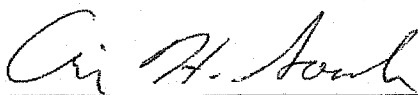
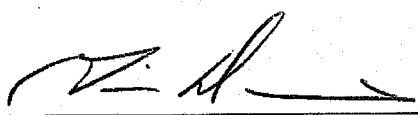
IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

- 1. Will the agreement be with an individual who does not have an outside practice? () ()
- 2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. () ()
- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

	
_____ Contractor Signature	_____ Agency/Department Head/Designee Signature
Craig H. Gooch _____ Printed Name	Tim Dupuis _____ Printed Name
6/26/2012 _____ Date	6-29-2012 _____ Date

ALAMEDA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

The following was action taken by the Board of Supervisors on July 24, 2012

Approved as Recommended Other

Unanimous Carson Chan Haggerty Valle Miley - 5

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

- Resolution(s) _____
- Ordinance(s) _____
- Contract(s) _____

File No. 28342

Item No. 44

Document(s) to be signed by Agency/Purchasing Agent

Contract(s) C-900950; C-7597

Copies sent to:

Auditor QIC 20111

D. Sullivan QIC 26021

Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By: *Thomas Richard*
Deputy