

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
MILTON SECURITY GROUP, INC.**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Milton Security Group, Inc., a Delaware Corporation with its principal place of business located at 261 East Imperial Highway, Suite 550, Fullerton, CA 92835, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2020 and terminate on December 31, 2020.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

## **4. WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

## **5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

## **6. COMPENSATION AND PAYMENT**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is four hundred thousand (\$400,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not

be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

## **9. NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

## **10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

## **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

## **12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

## **13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

## **14. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner

arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor’s employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor’s obligation to protect, defend, indemnify, and hold harmless in full City and City’s employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act (“Act”) and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor’s responsibilities under the Act.

## **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

## **16. WAIVER**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City’s review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## **17. NOTICES**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Silicon Valley Power  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [svpcontracts@santaclaraca.gov](mailto:svpcontracts@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Contractor addressed as follows:

Milton Security Group, Inc.  
261 East Imperial Highway, Suite 550  
Fullerton, CA 92835  
and by e-mail at \* \_\_\_\_\_

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

## **18. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## **19. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO USE OF CITY NAME OR EMBLEM**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**22. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**23. SEVERABILITY CLAUSE**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

## 25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**MILTON SECURITY GROUP, INC.**  
a Delaware corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Principal Place of  
Business Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

"CONTRACTOR"



## **EXHIBIT A SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are more fully described below:

### **1 GENERAL**

- 1.1** Contractor shall furnish all labor, materials, tools, and equipment necessary to provide and support the following services for City of Santa Clara Electric Utility | Silicon Valley Power (SVP):
  - 1.1.1** Network and Security Operations Center,
  - 1.1.2** Support for Advanced Metering Infrastructure (AMI)
  - 1.1.3** Support for OSIsoft Plant Information (PI)
  - 1.1.4** Support for SharePoint
- 1.2** For all services, contractor shall
  - 1.2.1** Remain current on current best practices, industry standards and related guidelines and regulations and provide consultation to SVP
  - 1.2.2** Advise SVP about any updates, support ongoing business and technical strategies
  - 1.2.3** Assist and contribute to the development and implementation of hardware and software standards for network, servers, databases, wireless technology, file & print services, card access, and related technologies such as Virtual Private Network (VPN)
  - 1.2.4** Support windows server administration, DNS administration, virtualized environment ongoing implementation of new and upgraded technologies
  - 1.2.5** Assist and contribute to the development and implementation of processes and procedures for effective delivery of services and compliance with regulatory guidance
  - 1.2.6** Assist and contribute to the development and implementation of department retention standards
  - 1.2.7** Provide support and training for end users where requested
  - 1.2.8** Provide necessary project management services including, but not limited to:
    - 1.2.8.1** Project planning including documenting project goals,
    - 1.2.8.2** Project scheduling

- 1.2.8.3** Management of schedules and budget
  - 1.2.8.4** Technical oversight such as development of test plans and testing, modeling, cutover, implementation, and deployment
  - 1.2.8.5** Report project outcomes
  - 1.2.8.6** Documentation of new or upgraded systems.
- 1.3** The Contractor shall possess all licenses and/or certifications necessary to perform the services described in this Exhibit A.
- 1.4** Contractor shall perform the services in accordance with generally accepted industry best practices, and all applicable federal, state, or local regulations. In particular, Contractor shall comply with
  - 1.4.1** North American Electric Reliability Corporation (NERC) associated regulations and guidelines especially NERC Critical Infrastructure Protection (NERC-CIP).
  - 1.4.2** Information Technology Infrastructure Library (ITIL) and COBIT
  - 1.4.3** National Institute of Standards and Technology (NIST) 800 and 1800.
  - 1.4.4** Industry best practices specific to cybersecurity in an Electric Utility environment
  - 1.4.5** Software and other vendor guidelines, standards, and agreements
  - 1.4.6** SVP requirements
- 1.5** It is the intention that SVP systems should be operational as close to 100% of time as possible. Contractor shall be available 24 hours per day 365 days per year to support the services included in this Scope of Services.
- 1.6** Meetings: Contractor shall be available to meet with SVP / City staff as reasonably requested.
- 1.7** Any deviations from the requirements described in this Attachment A, whether due to emergencies or any other unforeseen events, must be approved in writing by the City.
  - 1.7.1** An emergency shall be defined as an unforeseen event, circumstance, or combination of circumstances that the City reasonably determines to require immediate action and/or presents an ongoing danger to public health and safety and/or imperils the SVP gas pipeline distribution system.
- 1.8** Contractor should provide drawings or drawing updates for projects and systems as requested by SVP in formats proscribed by SVP.

## **2 NETWORK AND SECURITY OPERATIONS CENTER (NOC / SOC)**

Contractor shall maintain a 24 X 7 Security Operations Center (SOC) with the following features and capabilities:

- 2.1** 24/7 On Call staff to monitor and resolve cyber threats and assist with outages
- 2.2** Solutions compatible with SVP's existing networks including enterprise network, substation, Advanced Metering Infrastructure (AMI), and Supervisory Control and Data Acquisition (SCADA).
- 2.3** Monitor and record total Event Message volume granular to source on SVP network
- 2.4** Ability to monitor and report on all external IP connections
- 2.5** Intrusion detection system and intrusion protection system (IDS/IPS) hardware and software and perform tracking. Such IDS / IPS solution shall be provided by contractor and must
  - 2.5.1** Be compatible with all SVP existing enterprise, substation, AMI, and SCADA networks
  - 2.5.2** Be verified daily to assure that it is updated with most current definitions and analysis tools
- 2.6** Critical Infrastructure Cyber Monitoring
  - 2.6.1** Incident management including unique (ticketing style) tracking for each incident from start to resolution
  - 2.6.2** Security Incident tracking by severity (categorized by: High, Medium, Low, Informational)
  - 2.6.3** Monitoring of all Firewall and other network logs for live monitoring and threat hunting/alerting
  - 2.6.4** Monitoring of all command and control (C2) activity from likely malware
  - 2.6.5** Reporting as further outlined in this scope of services
  - 2.6.6** Immediate alert notifications for suspicious activity – alert notifications to include all of the following:
    - 2.6.6.1** Type of activity – such as excessive Kerberos pre-authentication
    - 2.6.6.2** User/Account Name of activity
    - 2.6.6.3** Severity Level
    - 2.6.6.4** Source Service
    - 2.6.6.5** Source IP
    - 2.6.6.6** Source Computer Name – Fully Qualified Domain Name (FQDN) format
    - 2.6.6.7** Source Service Name
    - 2.6.6.8** Date

- 2.6.6.9 Time
  - 2.6.6.10 Count occurrences of issue
  - 2.6.6.11 Description of issue observed
- 2.6.7 Regular security assessments to include:
  - 2.6.7.1 Review anti-virus status of systems
  - 2.6.7.2 Review Operating System Patch level of systems
  - 2.6.7.3 Review Ports and Services of identified systems
  - 2.6.7.4 Review the encryption status of the computers
  - 2.6.7.5 Create a hardware and software inventory, identifying potentially dangerous applications
  - 2.6.7.6 Review of firewall and wireless access point rules
  - 2.6.7.7 Review the patch level of key applications
  - 2.6.7.8 Active scan and interrogation of internal IP range for exposed ports and services
  - 2.6.7.9 Active scan and interrogation of public facing IP range for exposed ports and services
  - 2.6.7.10 Active scan and interrogation of Access Points for exposed ports and services
- 2.7 Contractor shall remain current on changes made to the NERC Standards, and support any required implementation of new/updated items into SVP's Network and Security Operations.
- 2.8 Contractor shall be proficient in all Window's and Linux Platforms and demonstrate competency to work in multi-forest environment utilizing diverse static/ Dynamic Host Configuration Protocol (DHCP) topology with dynamic and promiscuous routing
- 2.9 Active Directory and Authentication Security:
  - 2.9.1 Collection of all Active Directory/Authentication logs for near real time review and analysis
  - 2.9.2 Complete Monthly review of Active Directory/Authentication security
- 2.10 Provide Subject Matter Experts (SME) for Storage Area Network (b), Virtual Machines (VM), Fiber Switch Fabric, Multi-Plexer, and Cyber Security
- 2.11 Provide assistance for blade center cut over project moving Virtual Machines from existing blade centers to new blade centers
- 2.12 Manage all Fiber Fabric switches and perform fiber switch fabric engineering for interconnecting Storage Area Networks (SAN) within the Enterprise and Advanced Metering Infrastructure (AMI) systems.

- 2.13** Provide assistance with SAN, Network Attached Storage (NAS), BladeCenter, Multiplexer, and Network operations when needed
- 2.14** Assist with converting physical servers to virtual platform
- 2.15** Manage internal Mail relay systems that are used by Power Quality (PQ) monitoring, and scanning systems, etc.
- 2.16** Maintain network health monitoring systems (MRTG, WhatsUp, Nagios, etc)
- 2.17** Support ongoing planning and deployment of solutions to meet SVP's cyber-security and networking needs to assure conformance with emerging technology.

### **3 METERING / AMI / UTILITY BILLING**

Contractor tasks may include, but are not limited to:

- 3.1** Develop and manage custom solutions for integrating NetSense/Connexo Meter Head-end systems with EnergyIP MDM system, Harris Northstar CIS system, and the MV90 meter data system with other applications needed within the AMI environment
- 3.2** Assist DBA with any requests or issues
- 3.3** Monitor and manage the EnergyIP and NetSense/Connexo servers and databases from a hardware and software level including, but not limited to:
  - 3.3.1** Verify server, service, and application status on an ongoing basis to assure operating as expected
  - 3.3.2** Check relevant logs for errors on Operating System level
  - 3.3.3** Verify and evaluate server and blade performance
  - 3.3.4** Configuring local firewall/iptables
  - 3.3.5** Manage and perform software updates, security patches and general maintenance to assure system performs as designed
  - 3.3.6** Monitor disk/cpu/memory usage
  - 3.3.7** Perform backups
  - 3.3.8** Increase resources to meet demand of the systems
  - 3.3.9** Coordinate creation of new instances of engines within EnergyIP
  - 3.3.10** Coordinate outages for maintenance, troubleshooting, or implementation of new technology components within the AMI environment
- 3.4** Energy IP (EIP) tasks

- 3.4.1** Monitoring applications and services and their logs for issues or irregularities including, but not limited to:
  - 3.4.1.1** Check Error and Exception Oracle database tables for issues and respond as needed
  - 3.4.1.2** Check all services and application are running in EIP application such as JMS/JBOSS, and Siebel servers.
  - 3.4.1.3** Verify JMS queues are functioning and do not have stale items waiting for pickup by EIP or Northstar. React to issues as needed.
  - 3.4.1.4** Verify that custom scripts and cron jobs functioning properly and respond as needed.
  - 3.4.1.5** Verify the iSync/fSync were processed without issues on a daily basis
  - 3.4.1.6** Check EIP Service Requests and reports for potential issues with Validating, Editing, and Estimation (VEE) and/or read/usage data and respond as needed
  - 3.4.1.7** Verify daily reads from MV90 were processed properly each morning
  - 3.4.1.8** Maintain Energy IP calendar such as when City holidays are announced
  - 3.4.1.9** Ensure network connectivity between systems.
  - 3.4.1.10** Open tickets with SVP's System Support Group (SSG) for any changes/fixes for network or infrastructure items, when needed
- 3.4.2** Reviewing reports and dashboards for daily status/issues
- 3.4.3** Responding to inconsistencies regarding meter data (gaps, drastic changes, etc.)
- 3.4.4** Running SQL queries to find information about meter data or processes therein
- 3.4.5** Correcting any issues with gap, meter read data framing, ODR, and Billing Requests
- 3.4.6** Create service requests for meter shop and/or networking team when issues arise
- 3.4.7** Create custom reports or scripts and extract data for colleagues and managers
- 3.4.8** Work directly with City Employees who work with the Harris Northstar CIS/Billing systems to discuss Billing Issues, problems with iSync/fSync functionality, or general questions.
  - 3.4.8.1** Reframe and/or recompute of channels as needed in order to bill customer.

- 3.4.8.2** Review reports during billing and run custom-written queries to identify and respond to any issues
  - 3.4.9** Submit support tickets and work directly with the vendors when needed. Interface with Siemens/Omnetric when needed for support
  - 3.4.10** Arrange and perform outages for after-hours maintenance on application and database
  - 3.4.11** Attend regular meetings with both utility and city employees to discuss issues associated with AMI
- 3.5** NetSense/Connexo user tasks
  - 3.5.1** Monitoring applications and services and their logs for issues
  - 3.5.2** Reviewing reports and dashboards for daily status/issues
  - 3.5.3** Create service requests for meter shop and/or networking team when issues arise
  - 3.5.4** Monitor/develop custom solutions to ensure all systems and operations are functioning properly
  - 3.5.5** Run reports to find issues with communications to the meters and/or their Gatekeeper devices in the field
  - 3.5.6** Create custom reports and extracting data for colleagues
  - 3.5.7** Arrange and perform outages for after-hours maintenance on application and database
  - 3.5.8** Submit tickets and work directly with the vendor when needed
- 3.6** Support MV90 MDM system connection to other AMI systems including, but not limited to:
  - 3.6.1** Check daily read tasks completed. Document meters that could not be interrogated remotely to avoid create SRs and errors in EIP
  - 3.6.2** Create and manage list of meters that require manual HHF from field.
  - 3.6.3** Submit any issues to metershop for their review and support
  - 3.6.4** Process HHF format files created by Elster HHF conversion tool. Check for any gaps in data and respond, as needed.
  - 3.6.5** Send daily Meter Data Exchange (MDE) read files to EIP for processing
  - 3.6.6** Send daily PRN format read data to Enterprise Energy Management (EEM) Suite for Customer portal

**3.6.7** Tasks to be performed during billing:

- 3.6.7.1** Aggregate virtual meters based on when meter's route was called
- 3.6.7.2** Generate KVA/PS report for each meter billed through MV90/EIP and place on Shared drive for Customer Reps
- 3.6.7.3** Export data in excel/csv format for special accounts such as Net meters

**3.7** Elster EAMS:

**3.7.1** Contractor shall review the following items associated with Elster EAMS to assure that systems are function properly. When review identifies exceptions, errors, or other issues, Contractor shall take notify SSG or other identified organizations and take necessary actions to resolve issue:

- 3.7.1.1** EAMS logs
- 3.7.1.2** Custom scripts and cron jobs
- 3.7.1.3** Schedules
- 3.7.1.4** Review alerts such as tamper, power outage, etc.

**3.7.2** Contractor shall create tickets with SSG and/or Elster for any issue discovered

**3.7.3** Contractor shall submit ORR (On Request Reads) for any meters having gaps or issues and share any relevant information with metershop to help troubleshoot issues

**3.7.4** Contractor shall add any new meters or gatekeepers to schedules

**3.7.5** Contractor shall create or adjust schedules and remove meter or GK from schedules

**3.7.6** Contractor shall create new scripts/programs/tools to assist users

**3.8** Assist customer reps and City IT with issues associated with Northstar data, Northstar server(s), custom paths, applications, or other systems associated with AMI

**4 OSISOFT PI SYSTEM ADMINISTRATION**

Contractor shall serve as system administrator for SVP's OSISoft PI. System administration tasks may include, but are not limited to:

**4.1** Implementation, security, design, support and maintenance for multiple OSISoft PI ecosystems including Data Archive, Asset framework, Analytics, Vision, Connectors, and Interfaces including:

**4.1.1** Monitor and deploy centralized and remote OSISoft PI instances



- 4.1.2** Troubleshoot control system network issues both on and off site to determine root cause
  - 4.1.3** Validates proper security is applied in PI components
  - 4.1.4** Assist in the coordination of upgrades and test plans with PI system administrators
  - 4.1.5** Perform, document and assist with planning of work activities associated with roll-outs, upgrade deployments (to a dev, test, and production environments), backup, and disaster recovery testing
  - 4.1.6** Evaluate risks and consequences of system changes, builds, and installations in advance of implementation to ensure that all service level agreements are satisfied
  - 4.1.7** Identify benchmark components in order to identify system limitations and validate and report impact of system upgrades
  - 4.1.8** Monitoring applications and services and their logs for issues or irregularities
  - 4.1.9** Reviewing reports and dashboards for daily status/issues
  - 4.1.10** Responding to inconsistencies regarding data (gaps, drastic changes, etc.) and correcting any issues
  - 4.1.11** Creating or running queries
  - 4.1.12** Create service requests for other SVP staff or contractors if needed
  - 4.1.13** Create custom reports and extracting data for colleagues and managers
  - 4.1.14** Work directly with City Employees to respond to questions or resolve issues
  - 4.1.15** Submit tickets and work directly with vendor, when needed
  - 4.1.16** Arrange and perform outages for after-hours maintenance on application and database
  - 4.1.17** Attend regular meetings with both utility and city employees to discuss items of interest.
- 4.2** Support Control Center personnel, field technicians, and other staff or contractors to use and enhance use of OSIsoft PI
  - 4.2.1** Assure use of best practices and support relationship with OSIsoft PI vendor to continually improve products and services and SVP's use
  - 4.2.2** Train business unit personnel in OSIsoft ecosystem components
  - 4.2.3** Assist teams members in displaying PI in 3rd visualization products

- 4.2.4** Create and maintain online documentation related to PI usage and capabilities
- 4.2.5** Development of new environments or use cases for OSISoft
- 4.2.6** Development, testing, and implementation of new technology to improve use of OSISoft PI
- 4.3** Maintain existing data, dashboards, and processbooks including:
  - 4.3.1** Revenue Quality Data and Client Processbook dashboard files for Trading Floor and interfaces for back office activities
  - 4.3.2** Advanced Metering Infrastructure (AMI) data and access to AMI data
  - 4.3.3** Non-revenue quality data for generation and control

## **5 REPORTING AND DOCUMENTATION**

- 5.1** Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of the City.
- 5.2** The following reports are required for each 8 hour shift and shall include a graphical dashboard
  - 5.2.1** Total Event Message volume granular to source
  - 5.2.2** IDS/IPS tracking
  - 5.2.3** Critical Infrastructure Cyber Monitoring
  - 5.2.4** Updates on all intrusion detection systems for SCADA systems and for Enterprise
  - 5.2.5** Incident management including unique (ticketing style) tracking for each incident from start to resolution
  - 5.2.6** Security Incident tracking by severity - categorized by: High, Medium, Low, Informational
  - 5.2.7** External IP connections
  - 5.2.8** Full list of connection made by foreign countries including but not limited to:
    - 5.2.8.1** Time
    - 5.2.8.2** Date
    - 5.2.8.3** Source IP
    - 5.2.8.4** Source Country
    - 5.2.8.5** Destination IP
    - 5.2.8.6** Destination Port
    - 5.2.8.7** Action (Build, Teardown, etc)

**5.2.8.8 Count**

**6 STAFFING REQUIREMENTS**

- 6.1** The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary for the efficient performance of services outlined in this statement of requirements.
- 6.2** Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Attachment A, including but not limited to, NERC requirements
- 6.3** Contractor shall train all employees (including subcontractors) assigned to perform the required services
- 6.4** Contractor's employee training shall be at no cost to the City.

## **EXHIBIT B FEE SCHEDULE AND PAYMENT PROVISIONS**

Contractor shall provide services at the rates and fees set forth in this Exhibit B

### **1 RATES**

- 1.1** Contractor's rates are as follows:
  - 1.1.1** AMI Services: \$90 per hour
  - 1.1.2** Network and Cyber Security Services: \$116 per hour
  - 1.1.3** OSISoft PI Support \$116 per hour
  - 1.1.4** SharePoint Support \$116 per hour
- 1.2** Such rates apply to all hours worked regardless of time of day.
- 1.3** Contractor shall not exceed one hundred twenty hours of work in one week without written approval of the City.
- 1.4** The hourly rate shall include all overhead, management, profit, Contractor employee training, software, travel, administrative costs, and any other expenses related to nature of the Proposer's business.
- 1.5** Costs not specifically called out by the contractor as reimbursable shall be assumed to be included in the hourly rate.

### **2 REIMBURSABLE EXPENSES**

- 2.1** Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the required services and that those costs were not included in the hourly rate.
- 2.2** The following expenses shall be reimbursable by the City.
  - 2.2.1** Travel-related expenses (mileage, lodging, meals, etc.).
    - 2.2.1.1** Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).  
<https://www.gsa.gov/travel-resources>
    - 2.2.1.2** The City shall not reimburse local travel (within Santa Clara County).
    - 2.2.1.3** In the event that travel plans must be canceled or re-scheduled due to the fault of SVP, then SVP will pay for any costs associated therewith; if the travel is canceled or re-scheduled due

to the fault of the Contractor, then Contractor shall bear the expense.

**2.2.1.4** Invoices for travel expenses shall be supported by receipts, and shall be reimbursed in accordance with Section 2 (Payment Provisions).

**2.2.2** The rental of any specialized equipment to the extent the City has preapproved, in writing, the cost of such rental.

**2.2.3** The cost of mailing, shipping and/or delivery of any documents or materials on behalf of the City.

**2.2.4** Any other expenses expressly identified as being reimbursable.

**2.3** The City will reimburse these expenses at actual cost only unless a markup is specified.

### **3 PAYMENT PROVISIONS:**

**3.1** Monthly Invoices. On a monthly basis, Contractor shall prepare an invoice which includes an itemization of all time spent based on the percent of Services complete, as well as any additional charges as previously authorized by SVP.

**3.2** All monthly invoices shall also include a written itemization of the Authorized Expenses incurred, if any, with a detail listing the cost and source of such expenses and when they were incurred.

**3.3** Contractor shall maintain documentation of such time and costs for City inspection for a period of three (3) years from the date of termination of this Agreement.

**3.4** Within thirty (30) days of receipt of an approved itemized written invoice from Contractor, City shall pay Contractor the amount billed for Services performed and authorized costs incurred under the Call during that billing period.

### **4 NOT TO EXCEED MAXIMUM AMOUNT:**

**4.1** In no event shall the amount billed to City by Contractor for services under this Agreement exceed four hundred thousand dollars (\$400,000) during the Agreement term, subject to budget appropriations.

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

#### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:  
  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

#### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other

insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of



complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara Electric Department

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

#### H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

## **EXHIBIT D LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

### **I. Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### J. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

K. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.