

**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 (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 and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Notice of Exercise of Option to Extend Agreement Form

Exhibit E – Labor Compliance Addendum

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

- A. 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 May 1, 2021 and expire on April 30, 2026.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through April 30, 2031 ("Option Periods"). City shall provide Contractor with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. Such notice shall be provided in substantially the same format as Exhibit D - Notice of Exercise of Option to Extend Agreement Form.

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 AND PAYMENT PROVISIONS." The maximum compensation of this Agreement during the Initial Term is Four Million Five Hundred Thousand Dollars (\$4,500,000), 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 – Insurance Requirements, 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
svpcontracts@santaclaraca.gov, jcoleman@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Milton Security Group, Inc.
1130 Columbia Street
Brea, CA 92831
Phone: 661-809-4956
Email: jim@miltonsecurity.com

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: 03/05/2021

By (Signature): 

Name: Evan Tremper

Title: Vice President

Principal Place of Business Address: 1130 Columbia Street
Brea, CA 92821

Email Address: ett@miltonsecurity.com

Telephone: 888-674-9001

Fax: 714-459-7489

"CONTRACTOR"

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

1. GENERAL

- 1.1.** Contractor shall furnish all labor, materials, tools, and equipment necessary to provide the following Information Technology Support Services, in support of Silicon Valley Power's (SVP) Systems Support Group (SSG).
 - 1.1.1.** Network and Security Operations Center Support Services (NOC/SOC);
 - 1.1.2.** Metering, Advanced Metering Infrastructure (AMI), and Utility Billing Support Services;
 - 1.1.3.** OSIsoft Plant Information (PI) Support Services; and
 - 1.1.4.** SharePoint Support Services.
- 1.2.** The Contractor shall possess all licenses and/or certifications necessary to perform the services described in this Exhibit A.
- 1.3.** Contractor shall attend meetings with City staff, as needed.
- 1.4.** Any deviations from the requirements described in this Exhibit A, whether due to emergencies or any other unforeseen events, must be approved in writing by the City.

2. NETWORK AND SECURITY OPERATIONS CENTER SUPPORT SERVICES

- 2.1.** General
 - 2.1.1.** Contractor provide Network and Security Operations Center Support Services, as described in this section.
 - 2.1.2.** It is the City's expectation that SVP's systems shall be operational as close to 100% of time as possible.
 - 2.1.3.** Contractor shall perform the services in accordance with generally accepted industry best practices, and all applicable federal, state, and local regulations. In particular, Contractor shall comply with North American Electric Reliability Corporation (NERC) associated regulations and guidelines, especially NERC Critical Infrastructure Protection (NERC-CIP).
 - 2.1.4.** Contractor shall be familiar with, and apply their philosophies as required to, the following.

- 2.1.4.1. Information Technology Infrastructure Library (ITIL) and COBIT;
 - 2.1.4.2. National Institute of Standards and Technology (NIST) 800 and 1800;
 - 2.1.4.3. North American Electric Reliability Corporation Standards; and
 - 2.1.4.4. Industry best practices specific to cybersecurity in an electric utility environment.
- 2.1.5. 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.
- 2.1.6. Contractor shall be proficient in all Windows and Linux Platforms and have demonstrated competency to work in multi-forest environment utilizing diverse Static and Dynamic Host Configuration Protocol (DHCP) topology with dynamic and promiscuous routing.
- 2.1.7. Contractor shall provide drawings and updates for projects and systems, as requested by SVP.
- 2.2. Network and Security Operations Center
 - 2.2.1. Contractor shall set up and maintain a Network and Security Operations Center (NOC/SOC). The NOC/SOC shall operate 24/7/365, and shall monitor and resolve cyber threats, and assist with outages.
 - 2.2.2. The NOC/SOC shall include solutions compatible with SVP's existing networks including enterprise network, substation, Advanced Metering Infrastructure (AMI), and Supervisory Control and Data Acquisition (SCADA).
 - 2.2.3. The NOC/SOC shall monitor and record total Event Message volume granular to source on SVP's network.
 - 2.2.4. The NOC/SOC shall monitor and report on all external IP connections.
 - 2.2.5. The NOC/SOC shall have intrusion detection system and intrusion protection system (IDS/IPS) hardware and software, and perform tracking. The IDS/IPS solution shall be provided by contractor and must:
 - 2.2.5.1. Be compatible with all existing SVP enterprise, substation, AMI, and SCADA networks; and
 - 2.2.5.2. Be verified daily to assure that it is updated with most current definitions and analysis tools.
 - 2.2.6. The NOC/SOC shall provide critical infrastructure cyber monitoring, including but not limited to:

- 2.2.6.1.** Incident management including unique (ticketing style) tracking for each incident from start to resolution;
 - 2.2.6.2.** Security Incident tracking by severity (categorized by: High, Medium, Low, Informational);
 - 2.2.6.3.** Monitoring of all firewall logs for live monitoring and threat hunting/alerting;
 - 2.2.6.4.** Monitoring of all command and control (C2) activity from likely malware; and
 - 2.2.6.5.** Immediate alert notifications for suspicious activity. The notifications shall include the following information.
 - 2.2.6.5.1.** Type of activity – such as excessive Kerberos pre-authentication;
 - 2.2.6.5.2.** User/Account Name of activity;
 - 2.2.6.5.3.** Severity Level;
 - 2.2.6.5.4.** Source Service;
 - 2.2.6.5.5.** Source IP;
 - 2.2.6.5.6.** Source Computer Name – Fully Qualified Domain Name (FQDN) format;
 - 2.2.6.5.7.** Source Service Name;
 - 2.2.6.5.8.** Date;
 - 2.2.6.5.9.** Time;
 - 2.2.6.5.10.** Count occurrences of issue; and
 - 2.2.6.5.11.** Description of issue observed.
- 2.2.7.** The NOC/SOC shall provide Active Directory and Authentication Security, including:
 - 2.2.7.1.** Collection of all Active Directory/Authentication logs for near real time review and analysis; and
 - 2.2.7.2.** Complete monthly review of Active Directory/Authentication security.
- 2.2.8.** Contractor shall provide subject matter experts (SME) for Storage Area Network (SAN), Virtual Machines (VM), Fiber Switch Fabric, and Cyber Security.
- 2.2.9.** Contractor shall manage all fiber fabric switches for interconnecting SAN's within all forests/domains within SVP.
- 2.2.10.** Contractor shall manage internal mail relay systems that are used by Power Quality (PQ) monitoring, and scanning systems, etc.

- 2.2.11.** The City reserves the right to visit Contractor's NOC/SOC at any time. City shall provide reasonable notice to Contractor to schedule a site visit.

3. METERING, ADVANCED METERING INFRASTRUCTURE (AMI), AND UTILITY BILLING SUPPORT SERVICES

3.1. General

- 3.1.1.** Contractor shall provide Metering, Advanced Metering Infrastructure (AMI), and Utility Billing support services, as described in this section.
- 3.1.2.** Contractor shall develop and manage custom solutions for integrating NetSense/Connexo metering head-end systems with EnergyIP Meter Data Management System (MDMS), Harris Northstar Customer Information System (CIS) system, and other solutions and systems within SVP's AMI environment.
- 3.1.3.** Contractor shall monitor and manage the EnergyIP and NetSense/Connexo servers and databases from a hardware and software level.
- 3.1.4.** Contractor shall perform Energy IP and NetSense/Connexo user tasks.
- 3.1.5.** Contractor shall assist with MV90 MDM system connection to other AMI systems.
- 3.1.6.** Contractor shall perform the services in accordance with generally accepted industry best practices, and all applicable federal, state, and local regulations. In particular, Contractor shall have experience with:
- 3.1.6.1.** NetSense/Connexo/Connexo metering head-end systems;
 - 3.1.6.2.** EnergyIP Meter Data Management (MDM) system; and
 - 3.1.6.3.** Harris Northstar Customer Information System (CIS) system.
- 3.1.7.** Contractor shall remain current on changes made to the AMI environment and support implementation of new changes such as, but not limited to, technology upgrades and changes or changes to regulations.

3.2. Metering / AMI / Utility Billing Services

- 3.2.1.** Contractor shall develop and manage custom solutions for integrating NetSense/Connexo Meter Head-end systems with the EnergyIP MDM system; Harris Northstar CIS system; and the MV90 meter data system with other applications needed within the AMI environment.

- 3.2.2.** Contractor shall monitor and manage the EnergyIP and NetSense/Connexo servers and databases from a hardware and software level. This shall include, but not be limited to, the following:
 - 3.2.2.1.** Configuring local firewall/iptables;
 - 3.2.2.2.** Managing software updates and security patches;
 - 3.2.2.3.** Monitoring disk/CPU/memory usage;
 - 3.2.2.4.** Performing backups;
 - 3.2.2.5.** Increasing resources to meet demand of the systems;
 - 3.2.2.6.** Coordinating creation of new instances of engines within EnergyIP; and
 - 3.2.2.7.** Coordinating outages for maintenance, troubleshooting, or implementation of new technology components within the AMI environment.
- 3.2.3.** Contractor shall perform Energy IP user tasks, including but not limited to:
 - 3.2.3.1.** Monitoring applications and services and their logs for issues or irregularities;
 - 3.2.3.2.** Reviewing reports and dashboards for daily status/issues;
 - 3.2.3.3.** Responding to inconsistencies regarding meter data (gaps, drastic changes, etc.);
 - 3.2.3.4.** Running SQL queries to find information about meter data or processes therein;
 - 3.2.3.5.** Correcting any issues with gap, meter read data framing, ODR, and Billing Requests;
 - 3.2.3.6.** Creating service requests for meter shop and/or networking team when issues arise;
 - 3.2.3.7.** Creating custom reports and extracting data for colleagues and managers;
 - 3.2.3.8.** Working 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;
 - 3.2.3.9.** Submitting tickets to, and working directly with other City contractors when needed;
 - 3.2.3.10.** Arranging and performing outages for after-hours maintenance on application and database; and
- 3.2.4.** Contractor shall perform NetSense/Connexo user tasks, including but limited to:

- 3.2.4.1. Monitoring applications and services and their logs for issues;
 - 3.2.4.2. Reviewing reports and dashboards for daily status/issues;
 - 3.2.4.3. Creating service requests for meter shop and/or networking team when issues arise;
 - 3.2.4.4. Monitoring/developing custom solutions to ensure all systems and operations are functioning properly;
 - 3.2.4.5. Running reports to find issues with communications to the meters and/or their Gatekeeper devices in the field;
 - 3.2.4.6. Creating custom reports and extracting data for colleagues;
 - 3.2.4.7. Arranging and performing outages for after-hours maintenance on application and database; and
 - 3.2.4.8. Submitting tickets and work directly with other City contractors, when needed.
 - 3.2.5. Contractor shall support MV90 MDM system connection to other AMI systems.

4. OSISOFT PLANT INFORMATION SYSTEM SUPPORT SERVICES

4.1. General

- 4.1.1. Contractor shall provide OSISoft Plant Information (PI) System Support Services, as described in this section.
 - 4.1.2. Contractor shall perform the system administration tasks including PI implementation, security, design, support, and maintenance.
 - 4.1.3. Contractor shall perform the services in accordance with SVP requirements, vendor guidelines, generally accepted industry best practices, and all applicable federal, state, and local regulations.
 - 4.1.4. Contractor shall have and maintain expertise with the following.
 - 4.1.4.1. Use of OSISoft PI as a real time data historian application to record, analyze, and monitor real-time information such as power flows and pressure settings;
 - 4.1.4.2. Use of OSISoft PI's historian and asset framework for collection of SCADA and metering data for load balance calculations and other predictive analysis;
 - 4.1.4.3. Use of OSISoft PI to manage trading operations, back office settlements, and North American Electric Reliability Corporation (NERC) required reporting; and
 - 4.1.4.4. Industry best practices specific to cybersecurity in an electric utility environment.

- 4.2.2.1.10. Responding to inconsistencies regarding data (gaps, drastic changes, etc.) and correcting any issues;
 - 4.2.2.1.11. Creating or running queries;
 - 4.2.2.1.12. Creating service requests for other SVP staff or contractors if needed;
 - 4.2.2.1.13. Creating custom reports and extracting data for colleagues and managers;
 - 4.2.2.1.14. Working directly with SVP staff to respond to questions or resolve issues;
 - 4.2.2.1.15. Submitting tickets and work directly with other City contractors, as needed; and
 - 4.2.2.1.16. Arranging and performing outages for after-hours maintenance on application and database.
- 4.2.3. Contractor shall support SVP's Electric Control Center personnel, field technicians, and other staff or contractors that use the OSIsoft PI system.
 - 4.2.3.1. Contractor shall assure use of best practices and support relationship with OSIsoft PI vendor to continually improve products and services and SVP's use.
 - 4.2.3.2. Contractor shall provide guidance on use of OSIsoft ecosystem components to SVP users with respect to best practices, organization, and maintenance.
 - 4.2.3.3. Contractor shall assist SVP Systems Support set-up and administration for displaying PI in third-party visualization products as needed.
 - 4.2.3.4. Contractor shall create and maintain online documentation related to PI usage and capabilities when required by SVP.
- 4.2.4. Contractor shall maintain existing data, dashboards, and process books including:
 - 4.2.4.1. Revenue Quality Data and Client Processbook dashboard files for Trading Floor and interfaces for back office activities;
 - 4.2.4.2. Advanced Metering Infrastructure (AMI) data and access to AMI data;
 - 4.2.4.3. Non-revenue quality data for generation and control;
 - 4.2.4.4. Asset Framework Style Guides; and

4.2.4.5. Other PI or associated tools as needed.

4.2.5. Contractor shall verify that all installed software packages throughout the OSISoft infrastructure, from servers to clients, and all interface nodes, are up to date and compliant with any vendor requirements.

5. SHAREPOINT SUPPORT SERVICES

5.1. General

5.1.1. Contractor shall provide SharePoint Support Services, as described in this section.

5.1.2. Contractor shall serve as a SharePoint system administrator for SVP.

5.1.3. Contractor shall perform the system administration tasks associated with SharePoint including, but not limited to, monitoring, planning, identification and resolution of system issues; development of new sites; maintenance of existing sites; and development of content, workflows, and applications which are further described below.

5.1.4. Contractor shall perform the services in accordance with SVP requirements, vendor guidelines, software features, generally accepted industry best practices, and all applicable federal, state, and local regulations.

5.1.5. Contractor shall remain current on SharePoint 2010, 2013, and 2016+.

5.1.6. Contractor shall remain current on changes made to SharePoint as well as impacts due to other environmental changes such as operating system upgrades. Contractor support implementation of new changes such as, but not limited to, technology upgrades and changes or changes to regulations.

5.2. SharePoint Administration Services

5.2.1. System Administration

5.2.1.1. Contractor shall manage and monitor the overall SharePoint Server Farm/Cluster health and functionality.

5.2.1.2. Contractor shall be responsible for planning, managing, and executing deliverables and timelines associated with Microsoft SharePoint.

5.2.1.3. Contractor shall identify and resolve system issues proactively.

5.2.1.4. Contractor shall perform daily monitoring and troubleshooting of the platform components.

- 5.2.1.5.** Contractor shall manage security for SharePoint sites and related instances.
 - 5.2.1.6.** Contractor shall perform, document, and assist with planning of work activities associated with rollouts, upgrade deployments (to a development, test, and/or production environment), backup, and disaster recovery testing.
 - 5.2.1.7.** Contractor shall create and maintain documentation as needed.
 - 5.2.1.7.1.** Contractor shall maintain SVP's current documentation as it is written.
 - 5.2.1.7.2.** SVP is currently working on its utility strategic plan and some areas of the plan will require more documentation than others. The Contractor may be required to create and update documentation related to the plan.
 - 5.2.1.8.** Contractor shall evaluate risks and consequences of system changes, builds, and installations in advance of implementation to ensure that all service level agreements are satisfied.
 - 5.2.1.9.** Contractor shall identify benchmark components in order to identify system limitations and validate and report impact of system upgrades.
- 5.2.2.** Development Activities
 - 5.2.2.1.** Contractor shall work with SVP Systems Support to develop sites according to expectations of the users; create sites/applications according to specifications or general business requirements which are provided by internal users.
 - 5.2.2.2.** Contractor shall develop custom lists, sites, and document libraries (understanding of taxonomy and SharePoint Best Practice).
 - 5.2.2.3.** Contractor shall develop, design, and manage content, customizations, webparts, forms, and custom workflows in SharePoint 2010, 2013, and 2016+.
 - 5.2.2.4.** Contractor shall develop custom SharePoint web applications using InfoPath, SharePoint Designer, and other tools.
 - 5.2.2.5.** Contractor shall design and develop custom SharePoint workflows.

- 5.2.2.6.** Contractor shall monitor SharePoint applications and services and their logs for issues or irregularities.
- 5.2.2.7.** Contractor shall review reports and dashboards for daily status/issues.
- 5.2.2.8.** Contractor shall respond to inconsistencies regarding data (gaps, drastic changes, etc.) and correct any issues.
- 5.2.2.9.** Contractor shall create or run queries.
- 5.2.2.10.** Contractor shall create service requests for other SVP staff or other City contractors as needed.
- 5.2.2.11.** Contractor shall create custom reports and extract data as needed.
- 5.2.2.12.** Contractor shall work directly with City employees to respond to questions or resolve issues.
- 5.2.2.13.** Contractor shall submit tickets and work directly with other City contractors, as needed.
- 5.2.2.14.** Contractor shall arrange and perform outages for after-hours maintenance on application and database.
- 5.2.2.15.** All tasking will originate from SVP Systems Support to promote centralized and efficient project flow.

6. ADDITIONAL AND ONSITE SERVICES

6.1. Additional Services

- 6.1.1.** Contractor may be required to perform additional information technology support services, including but not limited to:
 - 6.1.1.1.** Assisting with SAN, Network Attached Storage (NAS), Multiplexer, and Network operations;
 - 6.1.1.2.** Assisting with blade center cut over project moving Virtual Machines from existing blade centers to new blade centers;
 - 6.1.1.3.** Assisting with converting physical servers to virtual platform;
 - 6.1.1.4.** Fiber switch fabric engineering;
 - 6.1.1.5.** Implementation, testing, and proofing of next generation system as a member of the team representing the functions from within this proposal;
 - 6.1.1.6.** Development, testing, and implementation of new technology to improve AMI operations;

- 6.1.1.7. Development, testing, and implementation of new technology to improve use of OSISoft PI;
- 6.1.1.8. Development of next generation tools and platforms working with PI;
- 6.1.1.9. Development of new environments or use cases for SharePoint;
- 6.1.1.10. Development, testing, and implementation of new technology to improve use of SharePoint; and
- 6.1.1.11. Development of custom interfaces with other systems.

6.2. Onsite Services

- 6.2.1. It is the City's expectation that the services described in this Exhibit A shall be performed at the Contractor's place of business (offsite). However, there may be occasions where the Contractor performs services on City property (onsite).
- 6.2.2. Onsite services may include, but not be limited to:
 - 6.2.2.1. Implementations of security software packages too large to be conducted offsite;
 - 6.2.2.2. Troubleshooting of network devices; and
 - 6.2.2.3. Assisting City staff in the development of plans for, or deployment of, software and security measures.
- 6.2.3. Prevailing Wage Requirements
 - 6.2.3.1. In the event that it is determined that any onsite services are subject to prevailing wage requirements, Contractor shall perform the services in accordance with California Labor Code section 1720 et seq.
 - 6.2.3.2. Contractor shall be registered with the California Department of Industrial Relations (DIR) in advance of performing any work subject to prevailing wage requirements.
 - 6.2.3.3. Contractor shall also be required to complete a Labor Compliance Addendum (Exhibit E) and comply with the requirements contained therein.
- 6.2.4. Tools and Equipment
 - 6.2.4.1. Contractor is responsible for identifying all tools and equipment necessary to perform work. The City will not loan tools or equipment to the Contractor.
 - 6.2.4.2. All equipment shall be operated and well-maintained in a satisfactory condition at all times and in compliance with state and federal regulations including, but not limited to,

the Occupational Safety and Health Administration (OSHA).

- 6.2.4.3.** The City may suspend work where they observe that proper tools and equipment are not being used.

6.2.5. Workmanship

- 6.2.5.1.** The Contractor shall perform the required services in an environmentally responsible manner.
- 6.2.5.2.** Contractor shall assume full responsibility for the protection and safekeeping of material and tools stored at the site, and shall lock all Contractor vehicles when parked and unattended, to prevent unauthorized use. Contractor shall not leave vehicles or equipment unattended with the motor running or the ignition key in place.
- 6.2.5.3.** Contractor shall take all necessary precautions to protect City and private property from damage during the performance of the required services. Contractor shall be responsible for the repair of any property damaged during the performance of services. Damage to City property that cannot be repaired shall be replaced at the Contractor's sole expense, prior to issuance of payment to the Contractor by the City. Any expenses incurred by the City to repair property damage will be deducted from the Contractor's compensation.
- 6.2.5.4.** Contractor shall leave the work site in a neat and orderly condition. All clean-up work will be done to the satisfaction of the City, and at the sole expense of Contractor.
- 6.2.5.5.** The City shall have the right to inspect any work performed by the Contractor and any subcontractors. Should the City determine upon inspection any unsatisfactory or defective work, the Contractor shall immediately correct the work at no additional cost to the City.

6.2.6. Warranty

- 6.2.6.1.** Manufacturer's warranty shall apply to all parts and equipment installed.
- 6.2.6.2.** Labor shall be warranted for twelve (12) months from the date of repair.
- 6.2.6.3.** Contractor correct any deficiencies and/or errors in Contractor's work discovered during the warranty period, at no cost to the City.

6.2.7. Safety

- 6.2.7.1.** Contractor, its employees, and any subcontractors shall always act in a safe manner while on City property.
- 6.2.7.2.** Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.
- 6.2.7.3.** Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.
- 6.2.7.4.** Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.
- 6.2.7.5.** Contractor shall notify the City immediately in event of an injury that occurs during the performance of the services described in this Exhibit A.

7. PROJECT QUOTES AND AUTHORIZATION

- 7.1.** When additional or onsite services are required by the City, Contractor shall provide a quote for the requested services.
 - 7.1.1.** The quote shall detail the specific issue, service(s) to be performed, location (on City property or at the Contractor's site), and estimated price for the services.
 - 7.1.2.** The quote shall include the hourly rates for all personnel to be used during the project.
 - 7.1.3.** The quote shall include a total not-to-exceed price.
 - 7.1.4.** Upon request from the City, Contractor shall include a detailed scope of work with the submitted quote.
 - 7.1.4.1.** The scope of work shall include a project schedule that outlines any activities and/or products or materials that may impact the project timeline, including but not limited to, lead time(s) for material sourcing; shipping and receiving delays; and any other items impacting cost or schedule.
 - 7.1.4.2.** The schedule shall identify any work that needs to be completed outside of regular hours.

- 7.1.5.** Upon City's written approval of the quote, Contractor shall perform all work in accordance with the approved scope of work and schedule.
- 7.2. Emergency Services**
 - 7.2.1.** An emergency service shall be defined as an unforeseen event, circumstance, or combination thereof that the City reasonably determines to require immediate action, and/or presents a risk to City staff or operations.
 - 7.2.2.** Emergency services may only be authorized, in writing, by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer.
 - 7.2.3.** When emergency services are required, Contractor shall send a quote to the City for the required services as soon as possible, but no later than within three (3) business days of starting work. The quote shall be detailed and shall also include any completed work.
- 7.3. Authorization of Work**
 - 7.3.1.** With the exception of emergency services, Contractor shall not perform any Additional Services or Onsite Services without receiving written approval from the City.
 - 7.3.2.** City shall review Contractor's submitted quote and, if there are no issues, City shall provide written authorization to proceed.
 - 7.3.3.** Written authorization may only be provided by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer.
 - 7.3.4.** Approved onsite services shall require the execution of a purchase order for approved onsite services, in addition to the written authorization.
- 7.4. Changes**
 - 7.4.1.** Contractor shall notify the City immediately when a change to the project scope or schedule is needed. Contractor shall provide the reason for the change, and provide an estimated schedule for work to be completed. If an increase in compensation is required, Contractor shall provide justification for the requested increase. If the City accepts the justification, Contractor shall provide an updated quote to the City.
 - 7.4.2.** When issues are identified that can resolved quickly (within two days), the requested changes may be approved by e-mail by an Assistant Director, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer, prior to City receiving a quote from Contractor. Contractor shall provide an updated quote as soon as possible, but no later than 3 days after work has started.

- 7.4.3.** For purchase orders for onsite services, the City shall issue a change order for the approved changes.
- 7.5.** Upon completion of work, Contractor shall provide a complete report with any redlines to SVP's drawings, photo evidence, modifications, recommendations and a narrative of the work completed.
- 7.6.** Contractor shall not receive a deposit or any other form of pre-payment prior to beginning work, unless approved by the City.
- 7.7.** All services shall be provided at the hourly rates stated in Exhibit B.
- 7.8.** Any work and/or materials requested by the City that would result in exceeding the maximum compensation stated in this Agreement shall require the execution of an amendment prior to the commencement of work and/or authorization for order or delivery of materials.

8. REPORTING AND DOCUMENTATION

8.1. General

- 8.1.1.** Contractor shall provide status updates on services performed, as requested by the City. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of the appropriate Program Manager or designee.
- 8.1.2.** Contractor should provide drawings or drawing updates for projects and systems as requested by SVP in formats proscribed by SVP.

8.2. NOC/SOC

- 8.2.1.** Contractor shall submit the following reports to the City every eight (8) hours.
 - 8.2.1.1.** Total Event Message volume granular to source;
 - 8.2.1.2.** IDS/IPS tracking;
 - 8.2.1.3.** Critical Infrastructure Cyber Monitoring;
 - 8.2.1.4.** Updates on all intrusion detection systems for SCADA systems and for Enterprise;
 - 8.2.1.5.** Incident management including unique (ticketing style) tracking for each incident from start to resolution;
 - 8.2.1.6.** Security Incident tracking by severity – categorized by: High, Medium, Low, Informational;
 - 8.2.1.7.** External IP connections; and
 - 8.2.1.8.** Full list of connection made by foreign countries including but not limited to:
 - 8.2.1.8.1.** The reports shall include a graphical dashboard.

- 8.2.1.8.2.** Contractor shall also status updates on services performed during the term of the agreement, as required. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of the City.

9. STAFFING REQUIREMENTS

- 9.1.** The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to perform the services described in this Exhibit A.
- 9.2.** Contractor shall ensure the following employment standards for all of its employees (including subcontractors) are complied with and enforced throughout the term of the contract.
- 9.2.1.** United States of America citizenship or verified legal alien status.
- 9.2.2.** At least eighteen (18) years of age.
- 9.2.3.** Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by the City; (c) understand the safety and operating instructions on any equipment used; and (d) communicate with emergency personnel during emergencies.
- 9.2.4.** No known criminal background or record of conviction for other than minor vehicle code/traffic violations. Valets (if applicable) shall have clean driving records without recent moving violations within the last 3 years.
- 9.2.5.** Possession of a current, valid U.S. driver's license permitting operation of a two-axle vehicle.
- 9.2.6.** Successfully pass a seven (7) year Personal Risk Assessment (PRA) evaluation as proscribed by the City.
- 9.3.** Contractor shall employ only competent skilled workers who are appropriately trained and licensed to perform the required services.
- 9.4.** Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A.
- 9.5.** The City may request verification of the assigned employees' qualifications at any time. Contractor shall promptly provide such verification upon request by the City.
- 9.6.** Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.
- 9.7.** Contractor's employees and any subcontractors shall supply proper identification when requested by the City.

- 9.8.** Contractor shall select and hire only persons who are well-qualified to perform the job duties for which they are being hired, who are neat, well-groomed, and courteous, and who can act in the utmost professional manner when interacting with City staff and the general public.
- 9.9.** Classification and Duties of Employees
- 9.9.1.** The Contractor shall include the classifications of employee positions and the duties of each position. Classifications shall include, but are not limited to:
- 9.9.1.1.** Primary Staff
- 9.9.1.1.1.** NOC/SOC Senior Security Administrator: Responsible for the day-to-day NOC/SOC services.
- 9.9.1.1.2.** NOC/SOC Analysts: Performs the 24/7 NOC/SOC services.
- 9.9.1.1.3.** EIP/ NetSense/ JBOSS/ Northstar CIS/ Tropos Control / MV90 Administrator: Responsible for day-to-day operations in EIP, NetSense, and JBOSS; managing the requests to and from Northstar CIS and Tropos Control; and providing assistance with day-to-day operations in MV90.
- 9.9.1.1.4.** PI Administrator: Responsible for performing all required PI system architecture, PI system administration, PI data administration, and PI user administration tasks.
- 9.9.1.1.5.** SharePoint Administrator: Responsible for performing support tasks, designing structure, and SharePoint development tasks.
- 9.9.1.2.** Backup Staff: Shall serve in the capacity of primary staff members who are away or otherwise unable to perform their required duties.
- 9.9.2.** Contractor shall inform the City immediately of any change in key personnel assigned to this project.
- 9.9.2.1.** Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to the City for review and approval.
- 9.9.2.2.** The City shall not unreasonably withhold approval.
- 9.10.** It is the City's expectation that Contractor assigns different employees to serve in each of the classifications described above. If Contractor wishes to

assign an employee to multiple classifications, Contractor shall provide a justification for how the employee will perform the required services in each classification.

10. STAFFING PLAN

- 10.1.** Prior to the execution of the Agreement, Contractor shall submit a staffing plan to the City for review and approval. The City shall not unreasonably withhold approval.
- 10.2.** The staffing plan shall identify the number of primary staff to be assigned to this project.
- 10.3.** Primary Staff Coverage
 - 10.3.1.** The staffing plan shall include a procedure for coverage in the event a primary employee is out or otherwise unable to perform the required services.
 - 10.3.2.** The coverage plan shall identify backup staff who will fill in for the primary staff, and in what capacity.
 - 10.3.3.** The coverage plan shall also indicate if the assigned backup staff are serving as the primary or backup staff for any other packages Contractor is providing services for.
- 10.4.** Schedule of Performance
 - 10.4.1.** The staffing plan shall include a schedule showing the expected days and hours each primary staff member is scheduled to work.
 - 10.4.1.1.** Contractor shall perform the required services during regular business hours. Regular business hours are defined as Monday through Friday, from 8:00 am to 5:00 pm, excluding City and Federal holidays.
 - 10.4.1.2.** Contractor shall provide general NOC/SOC Support Services 40 hours per week.
 - 10.4.1.2.1.** Contractor shall also operate and maintain the Network and Security Operations Center 24/7/365.
 - 10.4.1.3.** Contractor shall provide Metering, AMI, and Utility Billing Support Services coverage 40 hours per week.
 - 10.4.1.4.** Contractor shall provide OSISoft PI System Support Services coverage 30 hours per week.
 - 10.4.1.5.** Contractor shall provide SharePoint Support Services coverage 10 hours per week.
 - 10.4.2.** With the exception of the 24/7/365 operation of the NOC-SOC, at no time shall Contractor's employees perform services for the City

outside of regular business hours without written approval from the City.

11. EMPLOYEE TRAINING

- 11.1.** Contractor shall train all employees (including subcontractors) assigned to perform the required services.
- 11.2.** Contractor's employee training shall be at no cost to the City.
- 11.3.** It is the Contractor's responsibility to hire employees (including subcontractors) who are knowledgeable and skilled enough to properly provide all services required in this statement of requirements.

12. PROFESSIONAL BEHAVIOR

- 12.1.** Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.
- 12.2.** Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.
- 12.3.** Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the City's instructions.
- 12.4.** Contractor's employees shall be all times polite and courteous in their dealings with City staff and members of the public, treating them with patience and respect.
- 12.5.** Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.
- 12.6.** Contractor shall submit any complaints received against it to the City immediately.
- 12.7.** The City reserves the right to request the removal of any Contractor employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

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

**EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS**

1. MAXIMUM COMPENSATION

- 1.1.** The maximum amount of compensation to be paid to Contractor during the Initial Term shall not exceed Four Million Five Hundred Thousand Dollars (\$4,500,000).
- 1.2.** Any work and/or materials requested by the City that would result in exceeding the maximum compensation stated in this Agreement shall require the execution of an amendment prior to the commencement of work and/or authorization for order or delivery of materials.
- 1.3.** Anticipated budgets for each category of work are as outlined in Table B1.

Table B1 – Maximum Compensation

	Year 1	Year 2	Year 3	Year 4	Year 5
NOC/SOC	\$299,600	\$299,600	\$299,600	\$299,600	\$299,600
Metering, AML, and Utility Billing	\$249,600	\$249,600	\$249,600	\$249,600	\$249,600
OSISoft PI System Support Services	\$187,200	\$187,200	\$187,200	\$187,200	\$187,200
SharePoint Support Services	\$62,400	\$62,400	\$62,400	\$62,400	\$62,400
Subtotals	\$798,800	\$798,800	\$798,800	\$798,800	\$798,800
Five-Year Subtotal	\$3,994,000				
Contingency	\$506,000				
Grand Total	\$4,500,000				

2. HOURLY RATES

- 2.1.** Key personnel shall be billed at the rate of \$120 per hour.
- 2.2.** Backup staff shall be billed at the rate of \$85 per hour.
- 2.3.** Hourly Rates shall remain firm fixed for the initial five-year term of the Agreement.

2.4. Overtime and Holidays

2.4.1. There shall be no increase in the hourly rates for overtime work or special projects.

2.4.2. City shall only pay Contractor for actual hours worked by Contractor's employees. The City shall not pay for time not worked such as employee holidays, vacations, or sick leave.

3. AUTHORIZATION FOR ADDITIONAL SERVICES AND ONSITE SERVICES

3.1. The maximum compensation includes contingency for additional and onsite services, as required by the City.

3.2. With the exception of emergency services, additional and onsite services shall be quoted as described in Exhibit A, Section 6.

3.3. Additional and onsite services shall be performed at the hourly rates listed in Section 2 above.

3.4. The total compensation paid to Contractor for additional and onsite services shall not exceed \$506,000.

4. REIMBURSABLE EXPENSES

4.1. City-requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost.

4.2. Travel and Per Diem:

4.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem shall not exceed the rates outlined by the United States General Services Administration (GSA).

4.2.2. Per diem rates can be viewed at the following webpage:
<https://www.gsa.gov/travel-resources>

4.2.3. Mileage: Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

4.2.4. Airfare or Rental Car, if required, shall be at economy class.

4.2.5. Travel Expenses. All travel expenses such as, but not limited to, airfare, car rental, taxi, lodging, parking, tolls, meals and incidental expenses will be invoiced at cost, with receipts provided for any expenses.

5. INVOICING

5.1. Contractor will invoice City on a monthly basis for services provided during the preceding month.

- 5.2. Each invoice shall include a description of the tasks performed as well as number of hours spent on each task.
- 5.3. All submitted invoices are subject to verification and approval by City, including receipt and verification of associated certified payroll using LCP tracker or such other system as defined by the City (where applicable).
- 5.4. If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Contractor a written explanation of why the expense is being disputed.

6. PAYMENT TO CONTRACTOR

- 6.1. The City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.
- 6.2. If there are no discrepancies or deficiencies in the submitted invoice, City shall process the invoice for payment.

7. RENEWAL PERIOD COMPENSATION

- 7.1. Pursuant to Section 2.B of the Agreement, the City reserves the right to extend the term of this Agreement for five (5) additional one-year terms ("Option Periods") for information technology support services.
- 7.2. Contractor may request adjustments to the compensation rates prior to the start of each option period. The Contractor must demonstrate to the satisfaction of the City that a price increase is warranted. Price adjustments are subject to City's approval. City approval or denial of the adjusted rates will be provided in writing (e-mail acceptable).

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MILTON SECURITY GROUP, INC.
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:
 - \$2,000,000 Each occurrence
 - \$2,000,000 General aggregate
 - \$2,000,000 Products/Completed Operations aggregate
 - \$2,000,000 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. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. 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. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. 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.
5. 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.

F. 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.

G. 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.

H. 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

P.O. Box 100085 – S2

Duluth, GA 30096

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

or

1 Ebix Way

John's Creek, GA 30097

I. 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.

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

**EXHIBIT D
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

AGREEMENT TITLE:	
CONTRACTOR:	
DATE:	

(Date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section ___ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #
-------------------	---------------

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:

(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

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

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

A. 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, 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.
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 records 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.

B. 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.

C. 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.
4. 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.