

CITY OF PALO ALTO CONTRACT NO. C26193271M

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE CITY OF PALO ALTO AND FARALLON GEOGRAPHICS, INC.

This Agreement for Professional Services (this “Agreement”) is entered into as of the 1st day of July, 2025 (the “Effective Date”), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **FARALLON GEOGRAPHICS, INC.**, a California Corporation, located at 580 California Street 16th Floor, San Francisco CA 94104 (“CONSULTANT”).

The following recitals are a substantive portion of this Agreement and are fully incorporated herein by this reference:

RECITALS

A. CITY intends to upgrade various GIS modules (the “Project”) and desires to engage a consultant to provide GIS support services on an as-needed, time-limited, on-call basis in connection with the Project (the “Services”, as detailed more fully in Exhibit A).

B. CONSULTANT represents that it, its employees and subconsultants, if any, possess the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY, in reliance on these representations, desires to engage CONSULTANT to provide the Services as more fully described in Exhibit A, entitled “SCOPE OF SERVICES”.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibit A in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

☒ Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

CITY may elect to, but is not required to, authorize on-call Services up to the maximum compensation amount set forth in Section 4 (Not to Exceed Compensation). CONSULTANT shall provide on-call Services only by advanced, written authorization from CITY as detailed in this Section. On-call Services, if any, shall be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit A-1 entitled “PROFESSIONAL SERVICES TASK ORDER”. Each Task Order shall contain a specific scope of services, schedule of performance and

maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for on-call Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY's Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation due to CONSULTANT for all Task Orders issued under this Agreement shall not exceed the amount of compensation set forth in Section 4. CONSULTANT shall only be compensated for on-call Services performed under an authorized Task Order and only up to the maximum compensation amount set forth in Section 4. Performance of and payment for any on-call Services are subject to all requirements and restrictions in this Agreement.

SECTION 2. TERM.

The term of this Agreement shall be from July 1, 2025 through June 30, 2030 unless terminated earlier pursuant to Section 19 (Termination) of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit B, entitled "SCHEDULE OF PERFORMANCE". Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION.

The compensation to be paid to CONSULTANT for performance of the Services described in Section 1 and Exhibit "A" of this Agreement shall not exceed Two Million Dollars (\$2,000,000.00) per contract year (July 1 to June 30) with a total not to exceed contract amount of Ten Million Dollars (\$10,000,00.00) over the term of the Agreement, provided, however, CONSULTANT acknowledges that the compensation paid to it likely will be less than \$2,000,000 per contract year, as CITY has appropriated that amount to payments to be made under fourteen on-call contracts, of which this Agreement is one. The fourteen on-call contracts shall be administered by the Information Technology Department to ensure the total aggregate of compensation paid per contract year for these on-call project support services across all such contracts will not exceed Two Million Dollars (\$2,000,000.00) per contract year. The applicable rate schedule by which CONSULTANT will be paid for Services rendered under this Agreement is set out at Exhibit "C-1", entitled "HOURLY RATE SCHEDULE". Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation as set forth herein shall be at no cost to the CITY.

The CITY is contracting with fourteen (14) consultants, none of whom, including the CONSULTANT under this Agreement, is guaranteed or assured of any minimum quantity of work to be performed. If work is performed by any one or more such consultants, CITY will ensure that total compensation to all such consultants will not exceed in the aggregate Two Million Dollars

(\$2,000,000) per contract year.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the Services performed and the applicable charges (including, if applicable, an identification of personnel who performed the Services, hours worked, hourly rates, and reimbursable expenses), based upon Exhibit C or, as applicable, CONSULTANT's schedule of rates set forth in Exhibit C-1. If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's invoices shall be subject to verification by CITY. CONSULTANT shall send all invoices to CITY's Project Manager at the address specified in Section 13 (Project Management) below. CITY will generally process and pay invoices within thirty (30) days of receipt of an acceptable invoice.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it, its employees and subcontractors, if any, possess the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subcontractors, if any, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services. All Services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement, as amended from time to time. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds the CITY's stated construction budget by ten percent (10%) or more, CONSULTANT shall make recommendations to CITY for aligning the Project design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. CONSULTANT acknowledges and agrees that CONSULTANT and any agent or employee of CONSULTANT will act as and shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner

in which CONSULTANT performs the Services requested by CITY under this Agreement. CONSULTANT and any agent or employee of CONSULTANT will not have employee status with CITY, nor be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees. CONSULTANT will be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, workers' compensation, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performance of the Services, or any agent or employee of CONSULTANT providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's provision of the Services only, and not as to the means by which such a result is obtained.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written approval of the City Manager. Any purported assignment made without the prior written approval of the City Manager will be void and without effect. Subject to the foregoing, the covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators and assignees of the parties.

SECTION 12. SUBCONTRACTING.

☒ **Option A: No Subcontractor:** CONSULTANT shall not subcontract any portion of the Services to be performed under this Agreement without the prior written authorization of the City Manager or designee. In the event CONSULTANT does subcontract any portion of the work to be performed under this Agreement, CONSULTANT shall be fully responsible for all acts and omissions of subcontractors.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Adam Lodge Email: alodge@fargeo.com as the CONSULTANT's Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and represent CONSULTANT during the day-to-day performance of the Services. If circumstances cause the substitution of the CONSULTANT's Project Manager or any other of CONSULTANT's key personnel for any reason, the appointment of a substitute Project Manager and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's Project Manager. CONSULTANT, at CITY's request, shall promptly remove CONSULTANT personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property.

CITY's Project Manager is Jay Sivarajah, Information Technology Department, 250 Hamilton Ave., Palo Alto, CA, zipcode: 94303, Telephone: 650-617-3134. CITY's Project Manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate Project Manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. All work product, including without

limitation, all writings, drawings, studies, sketches, photographs, plans, reports, specifications, computations, models, recordings, data, documents, and other materials and copyright interests developed under this Agreement, in any form or media, shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work product pursuant to this Agreement are vested in CITY, and CONSULTANT hereby waives and relinquishes all claims to copyright or other intellectual property rights in favor of CITY. Neither CONSULTANT nor its subcontractors, if any, shall make any of such work product available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services.

SECTION 15. AUDITS. CONSULTANT agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for four (4) years from the date of final payment, CONSULTANT's records pertaining to matters covered by this Agreement, including without limitation records demonstrating compliance with the requirements of Section 10 (Independent Contractor). CONSULTANT further agrees to maintain and retain accurate books and records in accordance with generally accepted accounting principles for at least four (4) years after the expiration or earlier termination of this Agreement or the completion of any audit hereunder, whichever is later.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorney's fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from a Claim arising from the active negligence or willful misconduct of an Indemnified Party that is not contributed to by any act of, or by any omission to perform a duty imposed by law or agreement by, CONSULTANT, its officers, employees, agents or contractors under this Agreement.

16.3. The acceptance of CONSULTANT's Services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. No waiver of a condition or nonperformance of an obligation under this Agreement is effective unless it is in writing in accordance with Section 29.4 of this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit D, entitled "INSURANCE REQUIREMENTS". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. If CONSULTANT fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided under this Agreement or at law, the City Manager may terminate this Agreement sooner upon written notice of termination. Upon receipt of any notice of suspension or termination, CONSULTANT will discontinue its performance of the Services on the effective date in the notice of suspension or termination.

19.2. In event of suspension or termination, CONSULTANT will deliver to the City Manager on or before the effective date in the notice of suspension or termination, any and all work product, as detailed in Section 14 (Ownership of Materials), whether or not completed,

prepared by CONSULTANT or its contractors, if any, in the performance of this Agreement. Such work product is the property of CITY, as detailed in Section 14 (Ownership of Materials).

19.3. In event of suspension or termination, CONSULTANT will be paid for the Services rendered and work products delivered to CITY in accordance with the Scope of Services up to the effective date in the notice of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's Services provided in material conformity with this Agreement as such determination is made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 17, 19.2, 19.3, 19.4, 20, 25, 27, 28, 29 and 30.

19.4. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement, unless made in accordance with Section 17 (Waivers).

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
 City of Palo Alto
 Post Office Box 10250
 Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the Project Manager at the address of
CONSULTANT recited on the first page of this Agreement.

CONSULTANT shall provide written notice to CITY of any change of address.

SECTION 21. CONFLICT OF INTEREST.

21.1. In executing this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subcontractors or other persons or parties having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California, as amended from time to time. CONSULTANT agrees to notify CITY if any conflict arises.

21.3. If the CONSULTANT meets the definition of a “Consultant” as defined by the Regulations of the Fair Political Practices Commission, CONSULTANT will file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act of 1974, as amended from time to time.

SECTION 22. NONDISCRIMINATION; COMPLIANCE WITH ADA.

22.1. As set forth in Palo Alto Municipal Code Section 2.30.510, as amended from time to time, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

22.2. CONSULTANT understands and agrees that pursuant to the Americans Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. CONSULTANT will provide the Services specified in this Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. CONSULTANT will not discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Agreement.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, hereby incorporated by reference and as amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include, first, minimizing and reducing waste; second, reusing waste; and, third, recycling or composting waste. In particular, CONSULTANT shall comply with the following Zero Waste requirements:

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable-based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Department’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.

CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code Section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code Section 4.62.060.

SECTION 25. NON-APPROPRIATION. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code, as amended from time to time. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS.

☒ 26.1. **This Project is not subject to prevailing wages and related requirements.** CONSULTANT is not required to pay prevailing wages and meet related requirements under the California Labor Code and California Code of Regulations in the performance and implementation of the Project if the contract:

- (1) is not a public works contract;
- (2) is for a public works construction project of \$25,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j); or
- (3) is for a public works alteration, demolition, repair, or maintenance project of \$15,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j).

SECTION 27. CLAIMS PROCEDURE FOR “9204 PUBLIC WORKS PROJECTS”. For purposes of this Section 27, a “9204 Public Works Project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. (Cal. Pub. Cont. Code § 9204.) Per California Public Contract Code Section 9204, for Public Works Projects, certain claims procedures shall apply, as set forth in Exhibit F, entitled “Claims for Public Contract Code Section 9204 Public Works Projects”.

☒ **This Project is not a 9204 Public Works Project.**

SECTION 28. CONFIDENTIAL INFORMATION.

28.1. In the performance of this Agreement, CONSULTANT may have access to CITY’s Confidential Information (defined below). CONSULTANT will hold Confidential Information in strict confidence, not disclose it to any third party, and will use it only for the performance of its obligations to CITY under this Agreement and for no other purpose. CONSULTANT will maintain reasonable and appropriate administrative, technical and physical

safeguards to ensure the security, confidentiality and integrity of the Confidential Information. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to its employees, agents and subcontractors, if any, to the extent they have a need to know in order to perform CONSULTANT's obligations to CITY under this Agreement and for no other purpose, provided that the CONSULTANT informs them of, and requires them to follow, the confidentiality and security obligations of this Agreement.

28.2. "Confidential Information" means all data, information (including without limitation "Personal Information" about a California resident as defined in Civil Code Section 1798 et seq., as amended from time to time) and materials, in any form or media, tangible or intangible, provided or otherwise made available to CONSULTANT by CITY, directly or indirectly, pursuant to this Agreement. Confidential Information excludes information that CONSULTANT can show by appropriate documentation: (i) was publicly known at the time it was provided or has subsequently become publicly known other than by a breach of this Agreement; (ii) was rightfully in CONSULTANT's possession free of any obligation of confidence prior to receipt of Confidential Information; (iii) is rightfully obtained by CONSULTANT from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of CONSULTANT without any use of or access to the Confidential Information; or (v) CONSULTANT has written consent to disclose signed by an authorized representative of CITY.

28.3. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to the extent required by order of a court of competent jurisdiction or governmental body, provided that CONSULTANT will notify CITY in writing of such order immediately upon receipt and prior to any such disclosure (unless CONSULTANT is prohibited by law from doing so), to give CITY an opportunity to oppose or otherwise respond to such order.

28.4. CONSULTANT will notify City promptly upon learning of any breach in the security of its systems or unauthorized disclosure of, or access to, Confidential Information in its possession or control, and if such Confidential Information consists of Personal Information, CONSULTANT will provide information to CITY sufficient to meet the notice requirements of Civil Code Section 1798 et seq., as applicable, as amended from time to time.

28.5. Prior to or upon termination or expiration of this Agreement, CONSULTANT will honor any request from the CITY to return or securely destroy all copies of Confidential Information. All Confidential Information is and will remain the property of the CITY and nothing contained in this Agreement grants or confers any rights to such Confidential Information on CONSULTANT.

28.6. If selected in Section 30 (Exhibits), this Agreement is also subject to the terms and conditions of the Information Privacy Policy and Cybersecurity Terms and Conditions.

SECTION 29. MISCELLANEOUS PROVISIONS.

29.1. This Agreement will be governed by California law, without regard to its conflict of law provisions.

29.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara,

State of California.

29.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

29.4. This Agreement, including all exhibits, constitutes the entire and integrated agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, representations, statements and undertakings, either oral or written. This Agreement may be amended only by a written instrument, which is signed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code, as amended from time to time.

29.5. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the unaffected provisions of this Agreement will remain in full force and effect.

29.6. In the event of a conflict between the terms of this Agreement and the exhibits hereto (per Section 30) or CONSULTANT's proposal (if any), the Agreement shall control. In the event of a conflict between the exhibits hereto and CONSULTANT's proposal (if any), the exhibits shall control.

29.7. The provisions of all checked boxes in this Agreement shall apply to this Agreement; the provisions of any unchecked boxes shall not apply to this Agreement.

29.8. All section headings contained in this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

29.9. This Agreement may be signed in multiple counterparts, which, when executed by the authorized representatives of the parties, shall together constitute a single binding agreement.

SECTION 30. EXHIBITS. Each of the following exhibits, if the check box for such exhibit is selected below, is hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

- ☒ EXHIBIT A: SCOPE OF SERVICES
- ☒ EXHIBIT A-1 PROFESSIONAL SERVICES TASK ORDER
- ☒ EXHIBIT B: SCHEDULE OF PERFORMANCE
- ☒ EXHIBIT C: COMPENSATION
- ☒ EXHIBIT C-1: SCHEDULE OF RATES
- ☒ EXHIBIT D: INSURANCE REQUIREMENTS
- ☒ EXHIBIT E: INFORMATION PRIVACY POLICY
- ☒ EXHIBIT F: CYBERSECURITY TERMS AND CONDITIONS

THIS AGREEMENT IS NOT COMPLETE UNLESS ALL SELECTED EXHIBITS ARE ATTACHED.

CONTRACT No. C26193271M
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement as of the date first above written.

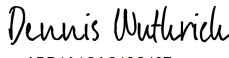
CITY OF PALO ALTO

FARALLON GEOGRAPHICS, INC.

Officer 1

City Manager

By:

Signed by:

ABD1A1CAC12C437...

Name: Dennis wuthrich

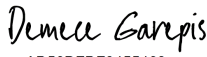
Title: CEO

APPROVED AS TO FORM:

City Attorney or designee

Officer 2

By:

Signed by:

AD56DFDF9455463...

Name: Demece Garepis

Title: Treasurer/Controller

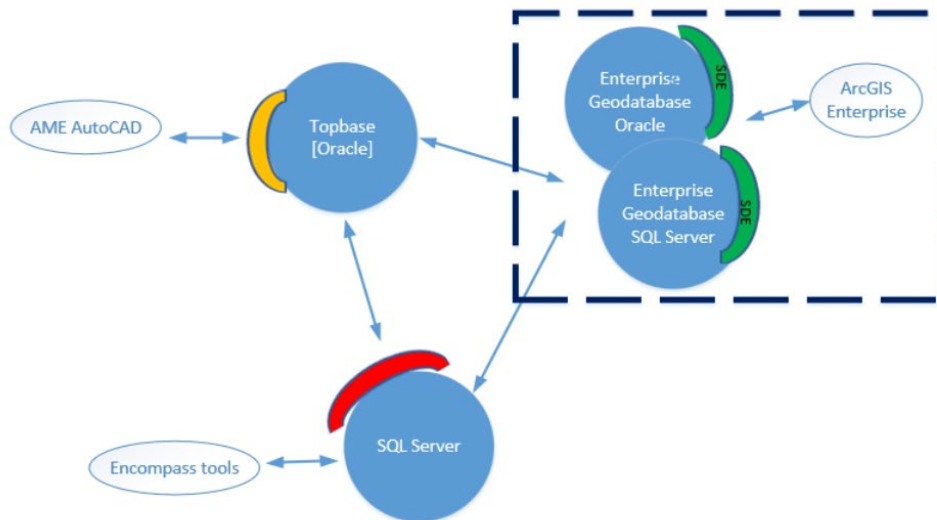
EXHIBIT A SCOPE OF SERVICES

CONSULTANT shall provide the Services detailed in this Exhibit A, entitled “SCOPE OF SERVICES”. Notwithstanding any provision herein to the contrary, CONSULTANT’s duties and services described in this Scope of Services shall not include preparing or assisting CITY with any portion of CITY’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Scope of Services.

CITY’s GIS is currently operating as a hybrid governance model with technology, data, and software being managed centrally and users being enabled in a distributed fashion. The GIS architecture has a significant impact on this recommendation and interrelates with the software deployment suggestions. An example would be easy-to-use GIS web browsers and mobile applications that rely on a central GIS server and use the ArcGIS platform. GIS browsers and mobile technology allow non-GIS users to perform data capture and editing, find assets and information, create their own reports, and report their real-time locations. Select users use ArcGIS Pro for advanced editing workflows, data visualization, advanced data analysis, and data maintenance. This approach enhances and expands the GIS usage at the department level in which end users do a majority of their own GIS tasks while relying on a central group of GIS experts for assistance with high-level operations.

The GIS Team in the IT department provides services related to Geospatial web application development, configuration, data integration, data migration database management, networking, hardware, and training for the enterprise-wide GIS. CITY desires to have a central GIS data repository that (i) enables departments to manage and maintain their business data with ease, (ii) facilitates data/information sharing, (iii) prevent duplicate and redundant GIS subsystems, and (iv) prevents the existence of disparate copies of data that inculcates lack of confidence in data accuracy and completeness.

Current System Architecture



CITY's current GIS primarily consists of ArcGIS Enterprise, Encompass, and AutoCAD.

a) Encompass

Geodesy's Encompass system is CITY's legacy GIS which was put in place 25+ years ago. Encompass runs on SQL Server 2019. Many City staff use desktop applications such as GIST and AVEC to view, analyze, and edit the GIS data. There are many other custom applications and ETLs that have been built using the Encompass framework. Around 80% of the custom encompass-based applications and workflows have been migrated to the ArcGIS Enterprise platform.

b) AME AutoCAD

The Utility department 15+ years ago implemented an AME AutoCAD Topobase system which uses Oracle Database 12g Enterprise Edition. The utility department uses AME to enter asset information and when jobs are posted to the database it is stored as native Oracle Spatial data. There is also two-way synchronization with Encompass using custom programming.

There are custom apps that have been written by Geodesy and CADMasters. These will be moved to the ArcGIS platform as warranted by CITY.

c) ArcGIS Enterprise

Starting in 2022 CITY started building out its ArcGIS Enterprise platform. Currently, CITY runs ArcGIS Enterprise 11.2 in a High-availability configuration and leverages SQL Server 2019 and Oracle 12g based Enterprise Geodatabases.

High-level technology solutions

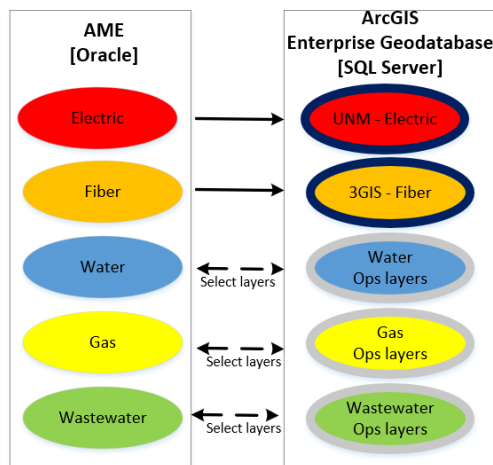
- ArcGIS Portal is used to visualize via the web platform all Utility and non-utility GIS data.
- Many GIS datasets have been made available to view and edit via ArcGIS Mobile apps like FieldMaps, Survey123, and Workforce.

- Department-specific custom editing workflows have been enabled using ArcGIS Pro.
- Many configurable GIS web application solutions have been configured for targeted editing use cases.
- Many custom advanced GIS web applications have been built using ArcGIS Javascript API and Python. Custom geoprocessing services have been built leveraging ArcPy libraries.
- FME Server is leveraged for many internal and external geospatial extract, transformation, and load tasks.

Utility specific implementation

The City of Palo Alto Utility [CPAU] department offers residents and businesses a full suite of City-owned and operated utility services including electricity, natural gas, water, sanitary sewer, and commercial fiber optic services.

Shown below is a high-level conceptual illustration of the 5 utility data stores in the AME AutoCAD database and the ArcGIS Geodatabase.



Electric:

CPAU's Electric data has been moved to Esri's UNM. FME workbenches have been meticulously built to migrate the data from AME to ArcGIS every month. The UNM data model has not yet been made the primary system of record because all data integrations between the legacy AME system and other ancillary systems have not been moved to ArcGIS. The only integration that has been completed from the UNM datastore is the City's Electric Outage Management System.

Fiber:

CPAU is currently working on implementing a new Fiber Management System [FMS] from 3-GIS which runs on-premise leveraging the City's ArcGIS Enterprise. When the new FMS implementation is completed the CPAU Fiber staff will transition away from AME to use the new 3-GIS FMS.

Gas, Water and Wastewater [WGW]:

CPAU's WGW division is currently using a hybrid data model where the Engineering team is using AME for engineering-specific data management and the Operations team is using ArcGIS Web and mobile tools for many targeted operations-specific asset management

workflows.

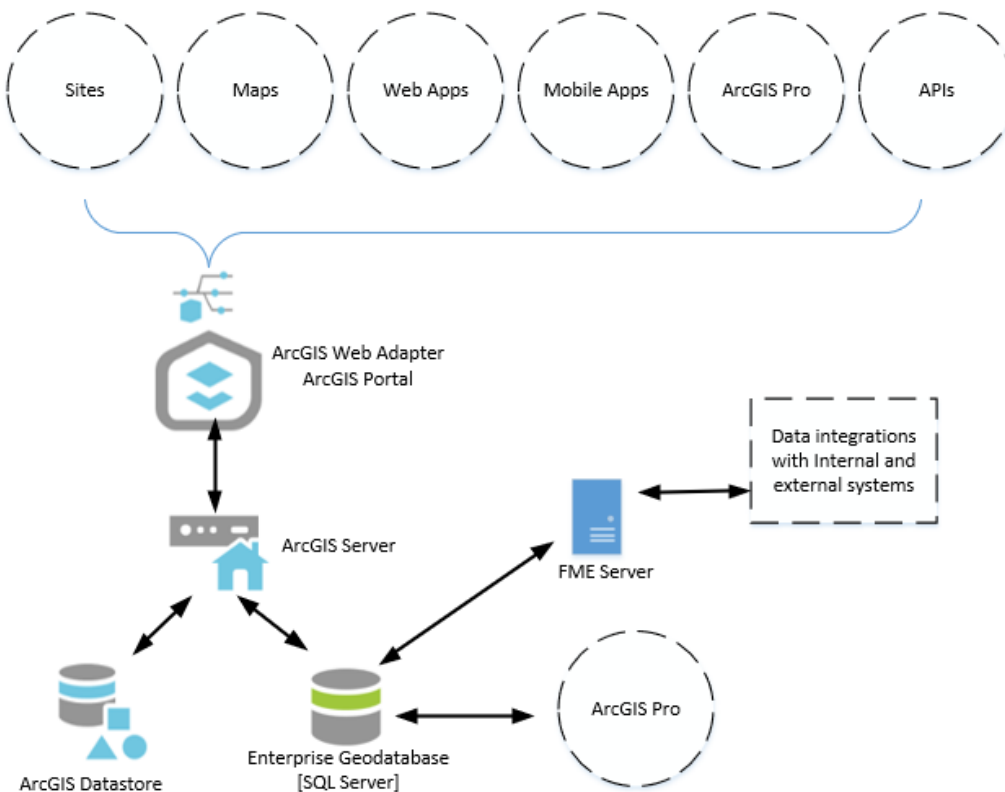
Desired System Architecture

CITY would like to deploy a GIS adhering to a modern Service-oriented architecture that is centered on the geodatabase and ArcGIS Enterprise. This is illustrated by the graphic included on the side where a centrally managed system houses all GIS data and applications. In turn, data and applications specific to the needs of each department will be made available to the end users through various applications and methods.

The existence and maintenance of a centrally located enterprise geodatabase(s) is the cornerstone component in the City's new enterprise GIS program. The geodatabase will be accessed directly through multiple web, mobile, API, and desktop-based GIS applications. The CPAU Electric has migrated to Esri's UNM. The remaining Water, Gas, and Wastewater utilities would like to adopt Esri's Utility Network Model after a feasibility study is done and a transition plan is put in place.

CITY desires to have a central GIS data repository to achieve the following goals:

- o Prevent duplicate and redundant GIS subsystems. Prevents the existence of disparate copies of data that inculcate a lack of confidence in data accuracy and completeness.
- o To improve efficiency and increase ROI
- o Technology simplification
- o Enables departments to manage and maintain their business data with ease. Facilitates data/information sharing,
- o prevents the existence of disparate copies of data that inculcate a lack of confidence in data accuracy and completeness.



AutoCAD and ArcGIS Integration:

For select Utility and Public Works divisions, CITY would like to implement AutoCAD and ArcGIS integrated workflows. These integrated workflows streamline the flow of information between operational and construction life cycle data will allow them to more accurately plan and maintain infrastructure assets. Some of the desired goals of this integration are listed below:

- o Enrich AutoCAD with authoritative GIS content.
- o Edit GIS data and attributes aligning with CAD layers. Any edits, additions, and deletions made in ArcGIS or AutoCAD are synchronized with one another to maintain the GIS system of record.
- o Use templates for industry-specific workflows. Templates to allow AutoCAD professionals to ensure that layers, symbols, and attribute information are organized consistently, making the conversion process smoother their spatial data can be more easily interpreted and imported into GIS, preserving key attributes and reducing errors.



Porting legacy applications to the ArcGIS platform:

There are custom apps that have been developed by Geodesy and CAD Masters. CITY desires for these apps to be moved to the ArcGIS platform as warranted.

This support would be in line with, but not limited to the following specialized area descriptions:

SPECIALIZED AREAS OF FOCUS

CONSULTANT must try to use the City's small government enterprise Esri license and the suite of products it includes to build the City's new enterprise ArcGIS platform. CONSULTANT is required to adhere to the City's enterprise GIS architecture when implementing solutions. As directed by the city staff help port legacy GIS applications to ArcGIS based solutions. CONSULTANT will be building custom applications as directed by the city and adhering to the City IT department's technical guidance.

1. GIS Infrastructure setup and ArcGIS platform configuration

The GIS Infrastructure will be hosted in the City's IT Data center based in City Hall and managed by the IT department. GIS will have different environments like Production, Staging, and Development servers to support Software Development Life Cycle processes. All the GIS servers are in the virtual environment using a corporate HyperV solution and the storage is based on SAN via nimble technology.

- o Deploy, and configure a high available ArcGIS Enterprise system that enables GIS content sharing across the enterprise and meets the City's business requirements.
- o Assist with server capacity planning.
- o Configure ArcGIS Server sites, services, applications, and users

- o Configure the Web Adaptor component to integrate our ArcGIS Server with a web server.
- o Upgrade ArcGIS Enterprise as requested by the city.
- o Publish services that have the capabilities required for our applications.
- o Plan and create a cache for high-performing map and image services.
- o Implement security for our site and services that meet the needs of the City.

2. Spatial Database Management

The new Enterprise GIS will be maintained in ArcSDE (Spatial Database Engine) technology which is a core component of ArcGIS for Server. It manages spatial data in the Oracle 12g and SQL Server 2019 relational database management systems (RDBMS) and enables it to be accessed by ArcGIS clients. It is the technology that provides the framework to support long transactions, which will facilitate the versioned editing environment in the Departments' multiuser geo-databases. The geo-database is the primary data storage model for ArcGIS; it provides a single central location to access and manage spatial data.

- o Demonstrates and maintains expert knowledge/leadership in configuring and supporting AutoDesk Topobase on Oracle DB.
- o Demonstrates and maintains expert knowledge/leadership in configuring and supporting Esri Enterprise GeoDatabase running on Oracle and SQL Server.
- o Configure a multiuser geodatabase for our relational database management system.
- o Create a multiuser geodatabase and configure connections to it.
- o Configure storage settings to support our organization's data management workflows
- o Perform database restores or re-organization as required
- o Create/refresh development/QA databases from production data as required
- o New database and tool implementation and configuration as required
- o Develop database backup scripts and processes as required
- o Perform database Initiation Parameter modifications as required
- o Perform database upgrades and patches as required
- o Data integrity and corrections as required
- o Problem identification of data integrity, errors, and omissions.
- o Database performance monitoring, analysis, and Tuning as required
- o New database/object creation as required
- o Application of schema changes, e.g. creation, alteration, and deletion of tables and indices, compilation and dropping of stored procedures and triggers, etc. as required
- o Establishing and maintaining database configuration and system parameters consistently across database environments
- o Execution of processes for the proper maintenance and functioning of databases, e.g. updating table/index statistics, dropping and rebuilding tables/indices, etc.

3. Software, Application, Database Development, and Integration services

All GIS applications and users will access the data from a centralized Enterprise Geodatabase which will be primarily based on Oracle and SQL Server databases. Adhering to the City's enterprise GIS architecture when implementing solutions, the Consultant(s) shall review, enhance with new services, and tools, and redevelop the application functionalities presented below.

- o Building out the ArcGIS portal for Citywide use. Configure ArcGIS Server sites, services, applications, and users.
- o Set up user roles and privileges to provide secure data access.

- o Establishing new printing services
- o Publish services that have the capabilities required for our applications.
- o Develop department-specific targeted custom web map and web map app GIS solutions to meet business requirements, using tools such as ArcGIS JavaScript API and Experience Builder.
- o Develop GIS dashboards that provide a visual presentation of statistics and information in order to identify trends and measure efficiencies/inefficiencies by managers and key stakeholders. Dashboards allow the City to capture and report specific data points from each department within the organization, thus providing a "snapshot" of performance. These dashboards will provide a real-time operational view of people, services, assets, and events. Operations Dashboard for ArcGIS is a configurable web app that provides location-aware data visualization and analytics for a real-time operational view of people, services, assets, and events.

Integrations: Upgrade existing integrations and shared services as directed by City staff. Integrations shall continue to provide data to existing interfacing systems in the same format and frequency; therefore, eliminating or minimizing impacts to the recipient systems. The CONSULTANT shall revise, enhance, and modify the integration interface with those systems whenever identified and required. This integration effort shall consider the ongoing activities within the other projects such as the SAP-ERP (Enterprise Resource Planning), SAP-CIS (Customer Information System), Utility OMS (Outage Management System), Accela permitting system, etc.

Workflow Automation: Review currently implemented data workflows, and analyze the stakeholders' requirements and business processes flow to implement automated workflows that map the analyzed business processes. Workflow construction should be done using the ArcGIS Workflow Manager Administrator application for the desktop. Each workflow shall map the stakeholder's business process or it shall represent a new automated process. These automation scripts and workbenches should be constructed and published on the ArcGIS Server or FME Server to cover the whole business process automation. As directed by City staff workflows should be built and responsible for version management, for creating, deleting, reconciling, and posting data from data versions to the default version.

The objective is to greatly improve the efficiency of the GIS operations and the productivity of the GIS teams. Additionally, to help reduce errors and optimize staff time by organizing and automating the relationships between the activities in a GIS project, including non-GIS activities that are required.

- o Improve user productivity by automating common activities such as geo-processing and version management and reducing repetition of production procedures.
- o Ensure standardization and consistency across operations by quickly creating workflows using simple visual tools and centralizing workflow management.
- o Automate and simplify workflow management using out-of-the-box, user-configurable tools.
- o Easily track workflow status using reports.
- o Integrate the GIS and other business applications by seamlessly incorporating non-GIS activities into the GIS workflows.
- o Efficiently manage a dispersed workforce and assign activities by geography.

Porting legacy applications to the ArcGIS platform: Currently there are many custom apps that have been written by Geodesy using its Encompass framework. There are also many custom apps that have been written by CAD Masters, the City Utility departments' AutoCAD Consultant(s). These apps will be moved to the ArcGIS platform as warranted by CITY.

Data Reviewer Checks Development Procedures: CITY is always seeking to improve data quality, save time, and enrich its data quality with automated processes. Accordingly, CITY would like to use the Esri ArcGIS Data Reviewer extension for desktop and server for data quality management and control purposes. Using ArcGIS Data Reviewer, the Department will reduce Cost, Time & Resources used to complete QC tasks during the Department GIS section's regular tasks and/or activities. CONSULTANT shall implement ArcGIS Data Reviewer on both, the desktop and the Server levels to fulfill, develop, and deliver the following functions; Automate and simplify the QC process using out-of-the-box, user-configurable checks.

- Implement a consistent, Department-wide data review process by sharing data quality business rules between the GIS teams.
- Free up resources by scheduling automated data validations to run at specified dates and times—enabling the GIS staff to work on other priority tasks.
- Track and report the review, correction, and verification of the data by automatically capturing user information and a date/time stamp.
- Streamline the error correction workflow across the Departments by managing QC results from a centralized location.
- Create GIS-related data validation methods by building checks specific to the Department using custom code or geo-processing models/scripts.

4. Spatial Modeling and Analysis services

CONSULTANT is required to develop spatial analysis solutions to meet the various department requirements, preferably tools like Esri's Insights. Insights for ArcGIS is a web-based, data analytics workbench where you can explore spatial and nonspatial data, and work with maps, charts, and tables. Apply advanced algorithmic spatial analysis with a simple drag and drop using guided workflows to make it easy for anyone to solve spatial problems. Insights for ArcGIS empower making better decisions using all data. Users can integrate and analyze spatial and tabular data for contextual analysis from their enterprise databases, ArcGIS data, geodatabases, Excel spreadsheets, and ArcGIS demographic data. CITY prefers to use this tool to enhance further the internal stakeholder spatial experience to make the optimum use of available data and application of spatial thinking tools with possibilities for analysis and data exploration and visualization data on cards such as maps, charts, tables, etc.

The following are some sample department-specific needs from the City's Urban Forestry department. But there are many other spatial analysis needs not listed here.

- Using spatial analysis methods, the tool must be able to show polygons of canopy cover for a specified geographic area (Citywide, per neighborhood, per parcel, and per selection). Calculations must be displayed as the total area of polygons selected and/or as a percentage of the total map area covered by a canopy. Source data may include existing internal data sets, publicly available satellite imagery, and/or any additional data or

imagery determined necessary. The tool should automatically update as new data/imagery base layers are added.

- o Using established industry modeling or analysis tools or methods (i-Tree tools for example) incorporate the ability to use these tools on our data within the ESRI / ArcGIS framework and adhere to the City's new enterprise GIS architecture. Some examples include calculations on monetary tree benefits, water savings, energy savings, tree appraisal value, and carbon sequestration.
- o Modeling of predicted plant growth and future vegetation management needs.

5. Real-time Integration and streaming data visualization

CITY would like to explore the capabilities of Esri's GeoEvent Server to enable real-time event-based data streams to be integrated as data sources within the enterprise GIS. The intent is that the GeoEvent Server can make GIS applications into frontline decision applications, helping you respond faster with increased awareness whenever and wherever change occurs.

A few areas CITY would be interested in integration are as follows.

- SCADA –Utility Outage Management
- Customer Service Calls
- Billing and Consumption Information
- Work Orders
- AVL
- Smart Meters

CITY would also like to explore the Big Data approach to GIS to allow analysis and decision-making from huge data sets, by using algorithms, query processing, and spatiotemporal data mining. This involves extracting information from the maximum possible sources using established procedures and computational techniques. Big Data visualization involves the presentation of data of almost any type in a graphical format that makes it easy to understand and interpret.

6. CAD and GIS Integration

For the near term, the City's AutoCAD datastore will be maintained until all the Utility departments are ready to fully embrace the ArcGIS platform and existing custom CAD-based solutions and workflows are ported to the ArcGIS platform. CONSULTANT would need to meet the following types of needs outlined below.

- o Work with the CITY's Utility department and conduct a migration impact study, create a transition plan, and assist with the CAD to GIS migration.
- o CONSULTANT will be required for building/enhancing CAD templates and automating the CAD conversion to GIS as part of this project.
- o The existing CAD data in the City shall be converted to GIS format, which means that the CONSULTANT will involve CAD/GIS Technicians in this task.
- o CONSULTANT shall utilize the (AutoCAD for ArcGIS) tools to automate and standardize data conversion.
- o CONSULTANT is expected to review the existing CAD standards related to all the identified department stakeholders and their daily business processes in order to build templates for automated CAD data exchange with the GIS systems.

7. Asset Management Solutions integrated with ArcGIS Enterprise

The city desires to utilize an enterprise asset management solution [CityWorks, Maximo, etc.] that is compatible with ArcGIS Enterprise which can be leveraged by the various divisions in Public Works, Utilities, and other departments as needed. Currently, there are many dated custom asset management solutions that are being used that are running on varying platforms and using different databases. The city would like to explore the opportunity to migrate these legacy applications to the ArcGIS Platform and consolidate them where it warrants. CONSULTANT will conduct a feasibility study and recommend appropriate solutions. CONSULTANT will assist as an integration partner to create a transition plan, data migration, and implementation.

8. Utility Department Specific needs

The City's Utility department being one of the primary users of GIS and having a separate AutoCAD-based system as stated above in the system architecture overview has several requirements that have been identified, but it will not be limited to the following tasks only.

CPAU's Electric data has been moved to Esri's UNM. FME workbenches have been meticulously built to migrate the data from AME to ArcGIS every month. The UNM data model has not yet been made the primary system of record because all data integrations between the legacy AME system and other ancillary systems have not been moved to ArcGIS. The only integration that has been completed from the UNM datastore is the City's Electric Outage Management System. CPAU Electric department would like to integrate the following ancillary systems with UNM:

- Engineering Analysis
- Staking/Design
- Asset Management System
- Grid Modernization related systems (for example, SmartWorks – Compass)

CONSULTANT will conduct a feasibility study and recommend appropriate solutions for the above-listed needs. CONSULTANT will assist as an integration partner to create a migration impact study, create a transition plan, data migration, system integration, and implementation. The city hopes that adopting Esri's recommended UNM data model will allow the Utility department to start working with Esri partner vendors like Schneider, Milsoft, and Futura who provide specialized utility solutions in areas such as Engineering Analysis, Outage Management System, Field Engineering or Staking.

Many custom apps have been written by CAD Masters, the Utility departments' AutoCAD consultant. These apps will be moved to the ArcGIS platform as warranted by the city.

CPAU's Fiber data is in the process of being migrated into a new 3-GIS Fiber Management System. The 3-GIS system is hosted on the City's Fiber ArcGIS Enterprise 10.9.1 environment and it uses SQL Server 2019 as the Enterprise Geodatabase. CONSULTANT will assist with completing the migration and assisting with migrating future fiber expansion project data into the FMS. CONSULTANT will conduct a feasibility study and recommend an appropriate Work Order system that can be integrated with FMS. CONSULTANT will assist as an integration partner create a migration impact study, creating a transition plan, data migration, system integration, and implementation.

9. Data maintenance

GIS doesn't differ from any other Information systems. It has become the heart of nearly every organization and business in today's world. Likewise, the systems that maintain data about customers, finances, operational performance, infrastructure, research, or employees, GIS provide valuable information to assist management with decisions that can make the difference between an organization's success and failure. Spatial attributes are becoming more important as location-based information is demanded and used more frequently by managers and customers. Today all agencies place great importance on their data and the additional complexity of spatial data demands that good data architecture, modeling, and documentation practices are a part of any information system.

- o CONSULTANT has to review, enhance, and republish the base map and all the associated maps/documents published and consumed within the application of different sites and views. This includes all the data manipulations from custodians to the GIS database with all its associated versioning and workflows. ArcMap documents (MXDs) comprising the Base map and other services within the application shall be revised and enhanced for topological errors, QA/QC techniques, and overall performance. Symbology and representation techniques, Esri products adopted for this purpose shall also be considered for this task. Base map caching techniques and storage shall be improved and enhanced for performance.
- o Analyze and update foundation basemap data to meet new requirements from City staff, other public agencies, and the public.
- o Acquire and analyze quarterly updates of Santa Clara County (SCC) Recorder's office map documents. Tasks include: identifying areas affecting Palo Alto's foundation basemap, editing all cadastral data impacted by information on these documents (i.e. parcel lines, subdivisions, parcel maps, certificates of compliance, easements, etc.) by using distance and bearing methods within the Encompass Traverse toolset, and linking all relevant documents to appropriate features in the foundation basemap by using GIS-based document management functionality.
- o Acquire and analyze quarterly updates of the Santa Clara County Assessor's office parcel rolls for Palo Alto. Tasks include: comparing these listings with the GIS data to identify changes in cadastral data affecting the foundation basemap reconciling these changes and making edits as necessary by using the tools and techniques described previously.
- o Work with the City's Real Property staff to review archives of consummated transaction files. Identify cadastral data changes made by those transactions (i.e. easement deeds, right-of-way transfers, etc.) edit the GIS foundation basemap to reflect these changes, and link a digital copy of the file together with other relevant documents to the affected parcels in the GIS.
- o Collect updated values for existing data sets or collect new data. Data collection methods might include direct observation, LiDAR, or the use of UAVs.

10. System Maintenance and support

Scheduled maintenance to include:

- o Monitor and tune services and geodatabase to ensure high performance.
- o CONSULTANT shall be responsible for keeping all of the Department GIS Databases/GIS applications updated/upgraded whenever there is a new version available.

CONSULTANT will be responsible for keeping all the applications online by making necessary arrangements or with a minimum downtime during such upgrades.

- o CONSULTANT will be responsible for keeping Department GIS Systems and Applications in development, staging, and production environments up to date and in synch with all major releases of Esri ArcGIS Server, ArcGIS Portal, Oracle, FME and ArcGIS Desktop software, ArcGIS JavaScript API and other software.
- o CONSULTANT is also responsible for regularly updating and enhancing the corporate ArcSDE and Oracle Geodatabase by keeping the Oracle version with all updates and patches up to date.
- o

Application support maintenance (as they arise):

- o CONSULTANT(S) shall be responsible for second-level Application support. (City will be responsible for first-level support of the application).
- o CONSULTANT shall maintain information for each service request, including but not limited to, problem description, start and end dates/times, actual or potential root cause(s), corrective action taken, and future action required.
- o CONSULTANT(S) shall provide support/change control application where all the work orders from the City will be recorded, approved, tracked, and managed throughout the life cycle.
- o CONSULTANT(S) shall develop and provide written Support request troubleshooting procedures for the system and application environment.
- o CONSULTANT(S) shall work with City IT to provide monthly status reports including, but not limited to, work order analysis, actual hours usage, average cycle time, quality issues, and improvement recommendations.
- o CONSULTANT(S) support shall be staffed between 6:00 a.m. PST to 6:00 p.m. PST on weekdays, Monday through Friday, except for City holidays.
- o CONSULTANT(S) shall provide a problem escalation process to ensure urgent problems are resolved according to the Service Level Agreement.
- o CONSULTANT(S) shall provide a process to record after-hours problems for next-day resolution.
- o CONSULTANT(S) shall ensure that all software modifications and upgrades are deployed using the configuration management, documentation, integration, and acceptance testing requirements as per each negotiated contract during the warranty period and licensing period.
- o CONSULTANT(S) shall provide the appropriate technical resources (at agreed-upon rates) to modify or enhance applications to ensure that the software continues to support City business requirements as per each negotiated contract during the warranty period and licensing period.
- o CONSULTANT(S) shall perform application modification and upgrade activities (at agreed-upon rates and travel expenses) assigned by the City Employee in principle on site unless otherwise agreed to by the City.
- o CONSULTANT(S) shall provide justifiable resource and timeframe estimates for software design,
- o development, testing, and deployment of all application modifications and upgrade requests within the time frame established in the SLA.

- o CONSULTANT(S) shall begin and end each application modification and upgrade effort within the timeframe established in the SLA.
- o CONSULTANT(S) shall make software patches found at other clients available to the City at no charge.
- o CONSULTANT(S) shall maintain source code version and release of software versions in accordance with the City's configuration management standards during the life of the project and the warranty period.
- o CONSULTANT(S) shall provide and maintain coding standards and quality control to ensure coding readability, performance, and sustainability.
- o CONSULTANT(S) shall make proper resource arrangements to ensure support continuity during the holiday seasons.

WORK MODEL

Contract engagement with CONSULTANT primarily is based on Labor hours for each Approved Task Order. Hourly rate is fixed according to the rate schedule. Each task order with CONSULTANT will be reviewed and approved by the City’s Project Manager who is also the GIS Manager, providing supporting material such as task scope; objectives, cost estimate, resource planning, and schedule are available. The consultant’s Account Executive will collaborate with CITY’s project manager to align objects, schedules, resources, and costs closely.

DELIVERABLES

For each task order assigned, CONSULTANT must follow CITY’s system design and development standards, to conduct the following tasks and produce deliverables:

- o Conduct problem investigation, root cause analysis, problem resolution, and knowledge transfer on a needed basis
- o Prepare functional specification, technical specification, testing plan, and training material
- o Document configuration changes and process changes
- o Others: Solution comparison, gap analysis, etc.
- o CONSULTANT agrees to and does hereby grant to CITY the entire right, title and interest to the work done and projects developed by its consultants on each project they work for CITY.
- o CONSULTANT agrees that all software, programs, records, papers, reports, all technical information produced by its consultants while working for CITY shall be CITY’s property and the nature and contents of which shall not be disclosed to others without prior written permission of CITY.
- o CONSULTANT agrees to and does hereby grant to and vest in CITY the entire right, title and interest in and to all the copyright material first produced and composed in course of or pursuant to the performance of their consultant's work at the City of Palo Alto.

PERFORMANCE MANAGEMENT

Service Level Summary

Priority	Definition	Response Time After Notification	Provide Solution Time	Target Resolution Time	Escalation Path
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Emergency	- The entire organization is affected. - Core business processes cannot be carried out. - Security violation.	1 hour	1 day	1 day	Resolution > 2 day Escalation path: tbd
Critical	- Multiple users or departments are directly affected. - The incident has a serious impact on critical tasks and no workaround is available. - Customer affected.	4 hours	1 day	3 days	Resolution > 2 day Escalation path: tbd
High	- The system cannot function as designed or installed. - A small group of users are directly affected. - The compliance timeline is affected	1 day	3 days	Requires resource estimation, City's approval, prioritization, and scheduling	
Medium	- A small number of users are affected. - Isolated incident. - Degraded performance and/or is difficult to use.	5 days	2-3 weeks	Requires resource estimation, City's approval, prioritization, and scheduling	
Low	- The user requests general information, - service or consultation. - Cosmetic enhancements	5 days	4-6 weeks	To be prioritized based on resource availability and cos	

	• Report enhancements				
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CONTRACTOR QUALIFICATION

CONSULTANT shall staff the support personnel with the following qualifications.

- o Must have a minimum of 8 years of experience configuring and developing Esri ArcGIS systems with a thorough understanding of the integration required with other relevant Esri toolsets part of the Esri ecosystem.
- o Must have experience and proficiency in any programming language and toolset CITY will specify when there is a need to access additional skills and expertise.
- o Requires excellent communication, analytical, facilitation, and negotiation skills, data/business process modeling, knowledge of competition, and industry happenings
- o Ability to form, lead, and/or be a participant in a cross-functional team
- o Superior level of attention to detail, time management, organization, and problem-solving skills with the ability to handle multiple projects and deadlines simultaneously.
- o Demonstrates excellent requirements gathering and quality assurance testing skills, ensuring business needs are met.
- o Esri or GIS certifications relevant to the position are preferred.
- o Utilities Industry Business knowledge.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

All information which will be made available by CITY to CONSULTANT in written or verbal form, or otherwise come to their knowledge in course of or in connection with the performance of the services pursuant hereto, is either non-public, confidential and proprietary in nature. CONSULTANT agrees that all such information as well as all software, programs, data, records, papers, reports or any other document or material whatsoever which includes, reflects or is based upon any such information be treated by CONSULTANT as confidential. If so directed by CITY, CONSULTANT shall obtain an agreement from its personnel in which the personnel shall covenant and agree that they will not reveal any confidential information concerning the business of CITY, including software codes, design and any other methods of operation, to anyone other than CITY or persons designated to the CONSULTANT by CITY to receive such confidential information.

WARRANTIES

CONSULTANT warrants that all services provided under this contract(s) shall meet all the business requirements and specifications herein for a period of ninety (90) days.

CONSULTANT shall make fixes for problems found during the agreed upon warranty period ninety (90) days at no additional cost to the City.

CONSULTANT shall replace the consultant's staff member assigned to the City within one week upon receiving the City's written notification. Change of consultant's staff reasons, include but not limited to:

- o Security violation
- o Communication deficiency

- o Attendance Problem
- o Failed to demonstrate professional knowledge
- o City's discretion

APPLICATIONS DEVELOPED BY GEODESY USED IN THE CITY

- *AME Metadata Sync* extends FDM to identify and fix metadata differences between CPAU's Autodesk AME and the City's GIS.
- *Avec* interactively edits RDBMS-based map feature data either while connected to the master data server or while remotely editing data in the field.
- *Dox Exchange* supports uploading, validating, and the indexing of documents scanned by external vendor.
- *Dox Fetch* provides feature-related document lists and files.
- *Dox Search* supports related document searches using file names, and path names, and keywords embedded in files.
- *FDM* provides a graphic user interface for editing the Feature Dictionary data.
- *Gist* provides general GIS viewing and analyses.
- *ImageServer* provides image basemaps to Encompass desktop applications.
- *MapView* provides access to GIS data for casual users.
- *NcAdmin* provides data definition and replication tools to manage multiple GIS databases.
- *NcUpdate* synchronizes data, metadata and software between servers, desktops, and mobile units.

New applications that were created in the recent years to assist with integration with ArcGIS:

- * *AwsFileReplication* copies related documents from the on-prem vaults to AWS S3.
- * *CpaOprEtl* updates the ArcGIS fclass used behind the Online Parcel Reports web app.
- * *NcEsriConverter* converts GIS data between Encompass and ArcGIS accommodating data model differences.
- * *ReplicationCpa* replicates the entire Encompass SQL Server database into a set of MS Access files.
- * *SyncCpaSde* syncs data edited in ArcGIS to the Encompass SQL Server database.

APPLICATIONS DEVELOPED BY CAD MASTERS USED IN THE CITY

Database Engines: Oracle 12g

Microsoft SQL Server 2008

Microsoft Access (for maintenance of legacy applications)

Primary Software Applications:

Autodesk Map 3D

Enterprise Autodesk

AutoCAD Map 3D

Autodesk AutoCAD Civil
3D Autodesk Utility
Design (AUD) CMI
Standards Manager

Custom Applications:

Electric data model (Oracle) and front-end application (Map
3D) Fiber data model (Oracle) and front-end application (Map
3D) Dark Fiber data model (Oracle) and front-end application
(Map 3D) Water data model (Oracle) and front-end application
(Map 3D) Gas data model (Oracle) and front-end application
(Map 3D)

Wastewater data model (Oracle) and front-end application (Map
3D) Traffic Signals data model (Oracle) and front-end
application (Map 3D) Street Lights data model (Oracle) and
front-end application (Map 3D)

SOGen: WGW Service Order Generation

EEM: Electric Equipment and Maintenance

AUD: Electric Autodesk Utility Design

DoxBrowser: Utility Document Management System

DWGGGen: Drawing Generation for creating AutoCAD and AUD entities from

GIST Map Locator: custom Google Maps interface on top of AutoCAD

FME workspaces for import from and export to SAP, ESRI SHP, DWG and Excel
Encompass GIST/Oracle data synchronization

WaterCAD data

export Gas Works

data export

ICOMMM data export

Transformer Purchasing DB data export SAP data import and export Reports:

Check Phase

Check Voltage

Conductor Lengths

Electric Conductor Statistics

Electric Network Statistics

EV Charger Transformers

EV Chargers

Primary Conductor Circuit

Segment Lengths

Smart Meter Circuits

Transformer Consumption

Transformer Demand (All Transformers)

Transformer Demand Meter

Transformer Peak Demand (All Transformers)

Transformer Circuit

Unconnected Service Points

Unconnected Transformers

ESRI SMALL GOVERNMENT TERM ENTERPRISE LICENSE AGREEMENT

The following are the list of products the City has access to with its Esri small government term enterprise license agreement.

Uncapped Quantities

Desktop Software and Extensions

ArcGIS Desktop Advanced (Concurrent and Single use)

ArcGIS Desktop Standard (Concurrent and Single use)

ArcGIS Desktop Basic (Concurrent and Single use)

ArcGIS Pro Advanced (Concurrent and Named User)

ArcGIS Pro Standard (Concurrent and Named User)

ArcGIS Pro Basic (Concurrent and Named User)

ArcGIS Desktop Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS

Schematics, ArcGIS Workflow Manager, ArcGIS Data

Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup

(Advanced and Standard)

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS

Workflow Manager

Enterprise optional servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine

ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS

Spatial Analyst, ArcGIS Engine Geodatabase Update,

ArcGIS Network Analyst, ArcGIS Schematics

ArcGIS Runtime (Standard)

ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) annual Professional subscription to ArcGIS

Developer*

Two (2) Esri CityEngine Advanced Single Use Licenses

250 Level 1 ArcGIS Online Named Users

250 Level 2 ArcGIS Online Named Users

37,500 ArcGIS Online Service Credits

250 Level 1 ArcGIS Enterprise Named Users

250 Level 2 ArcGIS Enterprise Named Users

5 Insights for ArcGIS

UTILITY ELECTRIC DEPARTMENT SPECIFIC NEEDS

Engineering

Electric

- Distribution System Analysis - H

 - System Modeling

 - Impedances

 - Load profile, voltage profile

 - Short circuit analysis

 - Optimizing switching configurations

- Pole loading and configuration data (pole attachments) - H

- Cable aging reports – H

- Mapping updates via project estimates - H

- PV potential/impact - H

- EV impact - H

- Real time transformer loading - H

- Field application to initiate field correction process - M

- Field application to prepare project estimates - L

- Cable pulling calculations - L

- Estimating and materials ordering (currently AUD) – important but not vital

Fiber Optic

- Mapping - H

- Database of connections and customers - H

- Node configurations (tray assignments) - H

- Fiber optic connection and path project design

- Creating project estimates - H

Asset Management System

- Electric equipment inventory and status

- Electric infrastructure

- Maintenance records

- Inspection records

- Equipment ordering/purchasing /delivery status

- Equipment reservation

Operations

- Outage Management System - H

- Outage notification system - H

- Outage troubleshooting - H

 - Development of restoration steps

 - Automatic outage restoration

 - Outage location based on measured fault currents

Video Wall - H

Real time circuit map with circuit configuration

Real time switch configurations (open/closed) during clearances, outage restoration, etc.

Outage area identification

Outage restoration identification

Real time feeder segment loading - H

Fiber Optic system operation monitoring - H

Outage indices calculation - M

Automated clearance switching operations development – M

Real time customer voltage monitoring - M

CVR - M

Field application for switching change notification during clearances/outage restoration - L

Data Sources

Smart Grid – substation SCADA, field sensors

Operator input

Advanced Meters

Billing information

UTILITY WATER, GAS, AND WASTEWATER OPERATIONS SPECIFIC NEEDS

• Gas and Water Leaks

In order to stay in compliance with DOT, we need to be able to track gas leaks on our GIS system. We schedule repairs depending on the leak grade. Some require immediate repair (Grade 1), while others may only need to be rechecked on an annual basis (Grade 3).

- Plot Leaks
- Track Maintenance History
- Schedule Maintenance
- Being able to print maps for Gas Leak
Surveys based on Grids or specified locations
- Create Dashboard

• Gas and Water Main Replacement Projects

In order to keep everyone aware of the progress during gas and water main replacement projects we track the status of tie-ins and meter transfers.

- Track Open, Scheduled and Closed
Tie-Ins
- Track Open, Scheduled and Closed
Meter Transfers
- Track Gas Service Re-connects

- Create Dashboard
- **Gas and Water Valve Program**
In order to stay in compliance with DOT, we are required to maintain 110 gas “Key” valves annually. We track the status along with maintenance history in our GIS. We also maintain the remaining 3000 gas valves and the 6000 water valves on a 5-year program.
 - Track Maintenance History
 - Display what has been worked vs what is pending
 - Schedule Maintenance
 - Create Dashboard
- **Hydrant Program**
WGW Operations is working with the Fire Department to make sure hydrants are in working condition with the proper connections types. Flushing is also performed to maintain water quality and we need to track where, when and how much is being flushed.
 - Track Maintenance History
 - Display what has been worked vs what is pending
 - Schedule Maintenance
 - Keep flushing amount records
 - Create Dashboard
- **Gas Receiving Station Maintenance**
In order to stay in compliance with DOT, we are required to visually inspect and maintain our gas receiving stations.
 - Track Maintenance History
 - Track Visual Inspection
 - Track any other station visit
 - Create Dashboard
- **Odorant Station Maintenance**
In order to stay in compliance with DOT, we are required to take quarterly odorant samples at the different odorant stations.
 - Track Odorant Levels
 - Create Dashboard
- **Oil Drip Station Maintenance**
Oil drip samples are taken on a quarterly basis to determine if there is any oil in the gas pipeline.
 - Track Oil Samples
 - If oil is found, trigger workflow for PCB testing Create Dashboard
- **Water Sampling Site Records**
Water samples are taken daily to make sure we are in compliance with all state and federal regulations.

- Track Maintenance History
 - Scheduling of compliance sampling – including weekly, monthly, annual, triannual ,etc.
 - Create Dashboard
- **Water Station Maintenance**

Water Station maintenance is performed to ensure we are in compliance with all state and federal regulations.

 - Track Maintenance History
 - Create Dashboard
- **Backflow Program**

State mandate program to protect drinking water from contamination via commercial and residential sources.

 - Track active, delinquent and failed devices
 - Schedule recertification
 - Allow backflow testers to submit tests online
 - Send notifications
 - Create Dashboard
- **Pipeline Patrol**

In order to stay in compliance with DOT, we are required to perform pipeline patrol on a quarterly basis.

 - Track Maintenance History
 - Scheduling for routine inspections
 - Workflow for work required
 - Create Dashboard
- **Cathodic Protection**
 - Schedule periodic reading, maintenance, inspections,
 - Maintain Historical Records
 - Print Reports for compliance submission
 - Dashboards
- **Sewer**
 - Continued refinement of new sewer maintenance tracking system
 - Printable reports for compliance submissions

- Automated scheduling
 - Create Dashboards
- **Printing**
 - Being able to print maps by grid
 - Being able to print specific areas displaying all utilities
 - Custom forms for a variety of compliance submissions

EXHIBIT A-1
PROFESSIONAL SERVICES TASK ORDER

CONSULTANT shall perform the Services detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into this Task Order by this reference. CONSULTANT shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.
OR PURCHASE ORDER REQUISITION NO. (AS APPLICABLE)

1A. MASTER AGREEMENT NO. (MAY BE SAME AS CONTRACT / P.O. NO. ABOVE):
1B. TASK ORDER NO.:
2. CONSULTANT NAME:
3. PERIOD OF PERFORMANCE: START: COMPLETION:
4. TOTAL TASK ORDER PRICE: \$
BALANCE REMAINING IN MASTER AGREEMENT/CONTRACT \$
5. BUDGET CODE
COST CENTER
COST ELEMENT
WBS/CIP
PHASE
6. CITY PROJECT MANAGER’S NAME & DEPARTMENT:
7. DESCRIPTION OF SCOPE OF SERVICES (Attachment A)
MUST INCLUDE:
▪ SERVICES AND DELIVERABLES TO BE PROVIDED
▪ SCHEDULE OF PERFORMANCE
▪ MAXIMUM COMPENSATION AMOUNT AND RATE SCHEDULE (as applicable)
▪ REIMBURSABLE EXPENSES, if any (with “not to exceed” amount)
8. ATTACHMENTS: A: Task Order Scope of Services B (if any):

I hereby authorize the performance of the work described in this Task Order.

I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.

APPROVED:
CITY OF PALO ALTO

APPROVED:
COMPANY NAME:

BY:
Name
Title
Date

BY:
Name
Title
Date

EXHIBIT B
SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services according to the schedule set forth in each Task Order as provided for in Section 1 (“Scope of Services”) of this Agreement and within the Term of this Agreement.

EXHIBIT C COMPENSATION

The CITY agrees to compensate the CONSULTANT for on-call, as-needed, time-limited project support Services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule provided in Exhibit C-1 ("Schedule of Rates") of this Agreement, in accordance with Section 4 of this Agreement and approved Task Orders.

The compensation to be paid to CONSULTANT under this Agreement for all Services shall not exceed the amount(s) stated in Section 4 of this Agreement.

EXHIBIT C-1
SCHEDULE OF RATES

CONSULTANT’s schedule of rates is as follows:

Consultant Type	Billing Rate per Hour
Principal	\$250 – \$275
Technical Project Managers	\$195 – \$245
Senior Application Developers	\$225 – \$255
GIS Application Developers	\$195 – \$210
Application Developers	\$175 – \$190
Senior Database Engineers	\$210 – \$240
Geospatial Database Engineers	\$190 – \$210
Database Engineers	\$175 – \$185
Senior GIS Analysts	\$210 – \$220
GIS Analysts	\$195 – \$210
Associates	\$105 – \$135
Technical Training	\$195 – \$245

In the case of remote, the standard rate is reduced by 25%.

Prices are fixed for the term of the contract.

EXHIBIT D INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES	WORKER'S COMPENSATION	STATUTORY		
YES	EMPLOYER'S LIABILITY	STATUTORY	\$1,000,000	
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, PRODUCTS/COMPLETED OPERATIONS AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$2,000,000
		PROPERTY DAMAGE	\$1,000,000	\$2,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$2,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE. THE POLICY SHALL AT A MINIMUM COVER PROFESSIONAL MISCONDUCT OR LACK OF REQUISITE SKILL FOR THE PERFORMANCE OF SERVICES DEFINED IN THE CONTRACT. IT SHALL ALSO PROVIDE COVERAGE FOR THE FOLLOWING RISKS: (i) NETWORK SECURITY LIABILITY ARISING FROM UNAUTHORIZED ACCESS TO, USE OF, OR TAMPERING WITH COMPUTERS OR COMPUTER SYSTEMS, INCLUDING HACKERS, EXTORTION, AND (ii) LIABILITY ARISING FROM INTRODUCTION OF ANY FORM OF MALICIOUS SOFTWARE INCLUDING COMPUTER VIRUSES INTO, OR OTHERWISE CAUSING DAMAGE TO THE CITY'S OR THIRD PERSON'S COMPUTER, COMPUTER SYSTEM, NETWORK, OR SIMILAR COMPUTER RELATED PROPERTY AND THE DATA, SOFTWARE AND PROGRAMS THEREON. CONTRACTOR SHALL MAINTAIN IN FORCE DURING THE FULL LIFE OF THE CONTRACT. THE POLICY SHALL PROVIDE COVERAGE FOR BREACH RESPONSE COSTS AS WELL AS REGULATORY FINES AND PENALTIES AS WELL AS CREDIT MONITORING EXPENSES WITH LIMITS SUFFICIENT TO RESPOND TO THESE OBLIGATIONS.	ALL DAMAGES	\$2,000,000	\$2,000,000

YES	CYBER AND PRIVACY INSURANCE. SUCH INSURANCE SHALL INCLUDE COVERAGE FOR LIABILITY ARISING FROM COVERAGE IN AN AMOUNT SUFFICIENT TO COVER THE FULL REPLACEMENT VALUE OF DAMAGE TO, ALTERATION OF, LOSS OF, THEFT, DISSEMINATION OR DESTRUCTION OF ELECTRONIC DATA AND/OR USE OF CONFIDENTIAL INFORMATION, “PROPERTY” OF THE CITY OF PALO ALTO THAT WILL BE IN THE CARE, CUSTODY, OR CONTROL OF VENDOR, INFORMATION INCLUDING BUT NOT LIMITED TO, BANK AND CREDIT CARD ACCOUNT INFORMATION OR PERSONAL INFORMATION, SUCH AS NAME, ADDRESS, SOCIAL SECURITY NUMBERS, PROTECTED HEALTH INFORMATION OR OTHER PERSONAL IDENTIFICATION INFORMATION, STORED OR TRANSMITTED IN ELECTRONIC FORM.	ALL DAMAGES	\$2,000,000	\$2,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$2,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

II. CONTACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: PURCHASINGSUPPORT@PALOALTO.GOV

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

- IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

EVIDENCE OF INSURANCE AND OTHER RELATED NOTICES ARE REQUIRED TO BE FILED WITH THE CITY OF PALO ALTO SENT TO THE FOLLOWING EMAIL:
PURCHASINGSUPPORT@PALOALTO.GOV

EXHIBIT E INFORMATION OF PRIVACY

DocuSign Envelope ID: 87E1232D-F46E-405A-95CD-91CC38106A93

POLICY AND PROCEDURES 1-64/IT

Revised: December 2017



INFORMATION PRIVACY POLICY

POLICY STATEMENT

The City of Palo Alto (the "City") strives to promote and sustain a superior quality of life for persons in Palo Alto. In promoting the quality of life of these persons, it is the policy of the City, consistent with the provisions of the California Public Records Act, California Government Code §§ 6250 – 6270, to take appropriate measures to safeguard the security and privacy of the personal (including, without limitation, financial) information of persons, collected in the ordinary course and scope of conducting the City's business as a local government agency. These measures are generally observed by federal, state and local authorities and reflected in federal and California laws, the City's rules and regulations, and industry best practices, including, without limitation, the provisions of California Civil Code §§ 1798.3(a), 1798.24, 1798.79.8(b), 1798.80(e), 1798.81.5, 1798.82(e), 1798.83(e)(7), and 1798.92(c). Though some of these provisions do not apply to local government agencies like the City, the City will conduct business in a manner which promotes the privacy of personal information, as reflected in federal and California laws. The objective of this Policy is to describe the City's data security goals and objectives, to ensure the ongoing protection of the Personal Information, Personally Identifiable Information, Protected Critical Infrastructure Information and Personally Identifying Information of persons doing business with the City and receiving services from the City or a third party under contract to the City to provide services. The terms "Personal Information," "Protected Critical Infrastructure Information", "Personally Identifiable Information" and "Personally Identifying Information" (collectively, the "Information") are defined in the California Civil Code sections, referred to above, and are incorporated in this Policy by reference.

PURPOSE

The City, acting in its governmental and proprietary capacities, collects the Information pertaining to persons who do business with or receive services from the City. The Information is collected by a variety of means, including, without limitation, from persons applying to receive services provided by the City, persons accessing the City's website, and persons who access other information portals maintained by the City's staff and/or authorized third-party contractors. The City is committed to protecting the privacy and security of the Information collected by the City. The City acknowledges federal and California laws, policies, rules, regulations and procedures, and industry best practices are dedicated to ensuring the Information is collected, stored and utilized in compliance with applicable laws.

POLICY AND PROCEDURES 1-64/IT

Revised: December 2017

The goals and objectives of the Policy are: (a) a safe, productive, and inoffensive work environment for all users having access to the City's applications and databases; (b) the appropriate maintenance and security of database information assets owned by, or entrusted to, the City; (c) the controlled access and security of the Information provided to the City's staff and third party contractors; and (d) faithful compliance with legal and regulatory requirements.

SCOPE

The Policy will guide the City's staff and, indirectly, third party contractors, which are by contract required to protect the confidentiality and privacy of the Information of the persons whose personal information data are intended to be covered by the Policy and which will be advised by City staff to conform their performances to the Policy should they enjoy conditional access to that information.

CONSEQUENCES

The City's employees shall comply with the Policy in the execution of their official duties to the extent their work implicates access to the Information referred to in this Policy. A failure to comply may result in employment and/or legal consequences.

EXCEPTIONS

In the event that a City employee cannot fully comply with one or more element(s) described in this Policy, the employee may request an exception by submitting Security Exception Request. The exception request will be reviewed and administered by the City's Information Security Manager (the "ISM"). The employee, with the approval of his or her supervisor, will provide any additional information as may be requested by the ISM. The ISM will conduct a risk assessment of the requested exception in accordance with guidelines approved by the City's Chief Information Officer ("CIO") and approved as to form by the City Attorney. The Policy's guidelines will include at a minimum: purpose, source, collection, storage, access, retention, usage, and protection of the Information identified in the request. The ISM will consult with the CIO to approve or deny the exception request. After due consideration is given to the request, the exception request disposition will be communicated, in writing, to the City employee and his or her supervisor. The approval of any request may be subject to countermeasures established by the CIO, acting by the ISM.

MUNICIPAL ORDINANCE

This Policy will supersede any City policy, rule, regulation or procedure regarding information privacy.

RESPONSIBILITIES OF CITY STAFF

POLICY AND PROCEDURES 1-64/IT
Revised: December 2017

A. RESPONSIBILITY OF CIO AND ISM

The CIO, acting by the ISM, will establish an information security management framework to initiate and coordinate the implementation of information security measures by the City's government.

The City's employees, in particular, software application users and database users, and, indirectly, third party contractors under contract to the City to provide services, shall be guided by this Policy in the performance of their job responsibilities.

The ISM will be responsible for: (a) developing and updating the Policy; (b) enforcing compliance with and the effectiveness of the Policy; (c) the development of privacy standards that will manifest the Policy in detailed, auditable technical requirements, which will be designed and maintained by the persons responsible for the City's IT environments; (d) assisting the City's staff in evaluating security and privacy incidents that arise in regard to potential violations of the Policy; (e) reviewing and approving department-specific policies and procedures which fall under the purview of this Policy; and (f) reviewing Non-Disclosure Agreements (NDAs) signed by third party contractors, which will provide services, including, without limitation, local or 'cloud-based' software services to the City.

B. RESPONSIBILITY OF INFORMATION SECURITY STEERING COMMITTEE

The Information Security Steering Committee (the "ISSC"), which is comprised of the City's employees, drawn from the various City departments, will provide the primary direction, prioritization and approval for all information security efforts, including key information security and privacy risks, programs, initiatives and activities. The ISSC will provide input to the information security and privacy strategic planning processes to ensure that information security risks are adequately considered, assessed and addressed at the appropriate City department level.

C. RESPONSIBILITY OF USERS

All authorized users of the Information will be responsible for complying with information privacy processes and technologies within the scope of responsibility of each user.

D. RESPONSIBILITY OF INFORMATION TECHNOLOGY (IT) MANAGERS

The City's IT Managers, who are responsible for internal, external, direct and indirect connections to the City's networks, will be responsible for configuring, maintaining and securing the City's IT networks in compliance with the City's information security and privacy policies. They are also responsible for timely internal reporting of events that may have compromised network, system or data security.

POLICY AND PROCEDURES 1-64/IT

Revised: December 2017

E. RESPONSIBILITY OF AUTHORIZATION COORDINATION

The ISM will ensure that the City's employees secure the execution of Non-Disclosure Agreements (NDA), whenever access to the Information will be granted to third party contractors, in conjunction with the Software as a Service (SaaS) Security and Privacy Terms and Conditions. An NDA must be executed prior to the sharing of the Information of persons covered by this Policy with third party contractors. The City's approach to managing information security and its implementation (i.e. objectives, policies, processes, and procedures for information security) will be reviewed independently by the ISM at planned intervals, or whenever significant changes to security implementation have occurred.

The CIO, acting by the ISM, will review and recommend changes to the Policy annually, or as appropriate, commencing from the date of its adoption.

GENERAL PROCEDURE FOR INFORMATION PRIVACY**A. OVERVIEW**

The Policy applies to activities that involve the use of the City's information assets, namely, the Information of persons doing business with the City or receiving services from the City, which are owned by, or entrusted to, the City and will be made available to the City's employees and third party contractors under contract to the City to provide Software as a Service consulting services. These activities include, without limitation, accessing the Internet, using e-mail, accessing the City's intranet or other networks, systems, or devices.

The term "information assets" also includes the personal information of the City's employees and any other related organizations while those assets are under the City's control. Security measures will be designed, implemented, and maintained to ensure that only authorized persons will enjoy access to the information assets. The City's staff will act to protect its information assets from theft, damage, loss, compromise, and inappropriate disclosure or alteration. The City will plan, design, implement and maintain information management systems, networks and processes in order to assure the appropriate confidentiality, integrity, and availability of its information assets to the City's employees and authorized third parties.

B. PERSONAL INFORMATION AND CHOICE

Except as permitted or provided by applicable laws, the City will not share the Information of any person doing business with the City, or receiving services from the City, in violation of this Policy, unless that person has consented to the City's sharing of such information during the conduct of the City's business as a local government agency with third parties under contract to the City to provide services.

POLICY AND PROCEDURES 1-64/IT
Revised: December 2017

C. METHODS OF COLLECTION OF PERSONAL INFORMATION

The City may gather the Information from a variety of sources and resources, provided that the collection of such information is both necessary and appropriate in order for the City to conduct business as a local government agency in its governmental and proprietary capacities. That information may be gathered at service windows and contact centers as well as at web sites, by mobile applications, and with other technologies, wherever the City may interact with persons who need to share such formation in order to secure the City's services.

The City's staff will inform the persons whose Information are covered by this Policy that the City's web site may use "cookies" to customize the browsing experience with the City of Palo Alto web site. The City will note that a cookie contains unique information that a web site can use to track, among others, the Internet Protocol address of the computer used to access the City's web sites, the identification of the browser software and operating systems used, the date and time a user accessed the site, and the Internet address of the website from which the user linked to the City's web sites. Cookies created on the user's computer by using the City's web site do not contain the Information, and thus do not compromise the user's privacy or security. Users can refuse the cookies or delete the cookie files from their computers by using any of the widely available methods. If the user chooses not to accept a cookie on his or her computer, it will not prevent or prohibit the user from gaining access to or using the City's sites.

D. UTILITIES SERVICE

In the provision of utility services to persons located within Palo Alto, the City of Palo Alto Utilities Department ("CPAU") will collect the Information in order to initiate and manage utility services to customers. To the extent the management of that information is not specifically addressed in the Utilities Rules and Regulations or other ordinances, rules, regulations or procedures, this Policy will apply; provided, however, any such Rules and Regulations must conform to this Policy, unless otherwise directed or approved by the Council. This includes the sharing of CPAU-collected Information with other City departments except as may be required by law.

Businesses and residents with standard utility meters and/or having non-metered monthly services will have secure access through a CPAU website to their Information, including, without limitation, their monthly utility usage and billing data. In addition to their regular monthly utilities billing, businesses and residents with non-standard or experimental electric, water or natural gas meters may have their usage and/or billing data provided to them through non-City electronic portals at different intervals than with the standard monthly billing.

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Businesses and residents with such non-standard or experimental metering will have their Information covered by the same privacy protections and personal information exchange rules applicable to Information under applicable federal and California laws.

E. PUBLIC DISCLOSURE

The Information that is collected by the City in the ordinary course and scope of conducting its business could be incorporated in a public record that may be subject to inspection and copying by the public, unless such information is exempt from disclosure to the public by California law.

F. ACCESS TO PERSONAL INFORMATION

The City will take reasonable steps to verify a person's identity before the City will grant anyone online access to that person's Information. Each City department that collects Information will afford access to affected persons who can review and update that information at reasonable times.

G. SECURITY, CONFIDENTIALITY AND NON-DISCLOSURE

Except as otherwise provided by applicable law or this Policy, the City will treat the Information of persons covered by this Policy as confidential and will not disclose it, or permit it to be disclosed, to third parties without the express written consent of the person affected. The City will develop and maintain reasonable controls that are designed to protect the confidentiality and security of the Information of persons covered by this Policy.

The City may authorize the City's employee and or third party contractors to access and/or use the Information of persons who do business with the City or receive services from the City. In those instances, the City will require the City's employee and/or the third party contractors to agree to use such Information only in furtherance of City-related business and in accordance with the Policy.

If the City becomes aware of a breach, or has reasonable grounds to believe that a security breach has occurred, with respect to the Information of a person, the City will notify the affected person of such breach in accordance with applicable laws. The notice of breach will include the date(s) or estimated date(s) of the known or suspected breach, the nature of the Information that is the subject of the breach, and the proposed action to be taken or the responsive action taken by the City.

H. DATA RETENTION / INFORMATION RETENTION

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The City will store and secure all Information for a period of time as may be required by law, or if no period is established by law, for seven (7) years, and thereafter such information will be scheduled for destruction.

I. SOFTWARE AS A SERVICE (SAAS) OVERSIGHT

The City may engage third party contractors and vendors to provide software application and database services, commonly known as Software-as-a-Service (SaaS).

In order to assure the privacy and security of the Information of those who do business with the City and those who received services from the City, as a condition of selling goods and/or services to the City, the SaaS services provider and its subcontractors, if any, including any IT infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, while it performs such services and/or furnishes goods to the City, to the extent any scope of work or services implicates the confidentiality and privacy of the Information.

These requirements include information security directives pertaining to: (a) the IT infrastructure, by which the services are provided to the City, including connection to the City's IT systems; (b) the SaaS services provider's operations and maintenance processes needed to support the IT environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. The term "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

Prior to entering into an agreement to provide services to the City, the City's staff will require the SaaS services provider to complete and submit an Information Security and Privacy Questionnaire. In the event that the SaaS services provider reasonably determines that it cannot fulfill the information security requirements during the course of providing services, the City will require the SaaS services provider to promptly inform the ISM.

J. FAIR AND ACCURATE CREDIT TRANSACTION ACT OF 2003

CPAU will require utility customers to provide their Information in order for the City to initiate and manage utility services to them.

Federal regulations, implementing the Fair and Accurate Credit Transactions Act of 2003 (Public Law 108-159), including the Red Flag Rules, require that CPAU, as a "covered financial institution or creditor" which provides services in advance of payment and which can affect consumer credit, develop and implement procedures for an identity theft program for new and existing accounts to detect, prevent, respond and mitigate potential identity theft of its customers' Information.

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CPAU procedures for potential identity theft will be reviewed independently by the ISM annually or whenever significant changes to security implementation have occurred. The ISM will recommend changes to CPAU identity theft procedures, or as appropriate, so as to conform to this Policy.

There are California laws which are applicable to identity theft; they are set forth in California Civil Code § 1798.92.

NOTE: Questions regarding this policy should be referred to the Information Technology Department, as appropriate.

Recommended:	DocuSigned by: <i>Jonathan Richenthal</i> 7914D688757B424...	12/5/2017
	Director Information Technology/CIO	Date
Approved:	DocuSigned by: <i>J. L. J. Jr.</i> 39E7298F92064D8...	12/13/2017
	City Manager	Date

EXHIBIT F

CYBERSECURITY TERMS AND CONDITIONS

In order to assure the privacy and security of the personal information of the City's customers and people who do business with the City, including, without limitation, vendors, utility customers, library patrons, and other individuals and companies, who are required to share such information with the City, as a condition of receiving services from the City or selling goods and services to the City, including, without limitation, the Software as a Service services provider (the "Consultant") and its subcontractors, if any, including, without limitation, any Information Technology ("IT") infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, described below, while it renders and performs the Services and furnishes goods, if any, described in the Statement of Work, Exhibit B, to the extent any scope of work implicates the confidentiality and privacy of the personal information of the City's customers. The Consultant shall fulfill the data and information security requirements (the "Requirements") set forth in Part A below.

A "secure IT environment" includes (a) the IT infrastructure, by which the Services are provided to the City, including connection to the City's IT systems; (b) the Consultant's operations and maintenance processes needed to support the environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

In the event that, after the Effective Date, the Consultant reasonably determines that it cannot fulfill the Requirements, the Consultant shall promptly inform the City of its determination and submit, in writing, one or more alternate countermeasure options to the Requirements (the "Alternate Requirements" as set forth in Part B), which may be accepted or rejected in the reasonable satisfaction of the Information Security Manager (the "ISM").

Part A. Requirements:

The Consultant shall at all times during the term of any contract between the City and the Consultant:

- (a) Appoint or designate an employee, preferably an executive officer, as the security liaison to the City with respect to the Services to be performed under this Agreement.
- (b) Comply with the City's Information Privacy Policy:
- (c) Have adopted and implemented information security and privacy policies that are documented, are accessible to the City, and conform to ISO 27001/2 – Information Security Management Systems (ISMS) Standards. See the following:
http://www.iso.org/iso/home/store/catalogue_tc/catalogue_detail.htm?csnumber=42103
http://www.iso.org/iso/iso_catalogue/catalogue_tc/catalogue_detail.htm?csnumber=50297
- (d) Conduct routine data and information security compliance training of its personnel that is appropriate to their role.
- (e) Develop and maintain detailed documentation of the IT infrastructure, including software versions and patch levels.

- (f) Develop an independently verifiable process, consistent with industry standards, for performing professional and criminal background checks of its employees that (1) would permit verification of employees' personal identity and employment status, and (2) would enable the immediate denial of access to the City's confidential data and information by any of its employees who no longer would require access to that information or who are terminated.
- (g) Provide a list of IT infrastructure components in order to verify whether the Consultant has met or has failed to meet any objective terms and conditions.
- (h) Implement access accountability (identification and authentication) architecture and support role-based access control ("RBAC") and segregation of duties ("SoD") mechanisms for all personnel, systems, and Software used to provide the Services. "RBAC" refers to a computer systems security approach to restricting access only to authorized users. "SoD" is an approach that would require more than one individual to complete a security task in order to promote the detection and prevention of fraud and errors.
- (i) Assist the City in undertaking annually an assessment to assure that: (1) all elements of the Services' environment design and deployment are known to the City, and (2) it has implemented measures in accordance with industry best practices applicable to secure coding and secure IT architecture.
- (j) Provide and maintain secure intersystem communication paths that would ensure the confidentiality, integrity, and availability of the City's information.
- (k) Deploy and maintain IT system upgrades, patches and configurations conforming to current patch and/or release levels by not later than one (1) week after its date of release. Emergency security patches must be installed within 24 hours after its date of release.
- (l) Provide for the timely detection of, response to, and the reporting of security incidents, including on-going incident monitoring with logging.
- (m) Notify the City within one (1) hour of detecting a security incident that results in the unauthorized access to or the misuse of the City's confidential data and information.
- (n) Inform the City that any third party service provider(s) meet(s) all of the Requirements.
- (o) Perform security self-audits on a regular basis and not less frequently than on a quarterly basis, and provide the required summary reports of those self-audits to the ISM on the annual anniversary date or any other date agreed to by the Parties.
- (p) Accommodate, as practicable, and upon reasonable prior notice by the City, the City's performance of random site security audits at the Consultant's site(s), including the site(s) of a third-party service provider(s), as applicable. The scope of these audits will extend to the Consultant's and its third-party service provider(s)' awareness of security policies and practices, systems configurations, access authentication and authorization, and incident detection and response.
- (q) Cooperate with the City to ensure that to the extent required by applicable laws, rules and regulations, and the Confidential Information will be accessible only by the Consultant and any authorized third-party service provider's personnel.
- (r) Perform regular, reliable secured backups of all data needed to maximize the availability of the Services. Adequately encrypt the City of Palo Alto's data, during the operational process, hosted at rest, and the backup stage at the Vendors' environment (including Vendor's contracting organization's environment).
- (s) Maintain records relating to the Services for a period of three (3) years after the expiration or earlier termination of this Agreement and in a mutually agreeable storage medium. Within thirty (30) days after the effective date of expiration or earlier termination of this

Agreement, all of those records relating to the performance of the Services shall be provided to the ISM.

- (t) Maintain the Confidential Information in accordance with applicable federal, state, and local data and information privacy laws, rules, and regulations.
- (u) Encrypt the Confidential Information before delivering the same by electronic mail to the City and or any authorized recipient.
- (v) Provide Network Layer IP filtering services to allow access only from the City of Palo Alto's IP address to the Vendor environment (primarily hosted for the City of Palo Alto).
- (w) Offer a robust disaster recovery and business continuity (DR-BCP) solutions to the City for the systems and services the Vendor provides to the City.
- (x) Provide and support Single Sign-on (SSO) and Multifactor Authentication (MFA) solutions for authentication and authorization services from the "City's environment to the Vendor's environment," and Vendor's environment to the Vendor's cloud services/hosted environment." The Vendor shall allow two employees of the City to have superuser and super-admin access to the Vendor's IT environment, and a cloud-hosted IT environment belongs to the City.
- (y) Unless otherwise addressed in the Agreement, shall not hold the City liable for any direct, indirect or punitive damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the City's IT environment, including, without limitation, IT infrastructure communications.
- (z) The Vendor must provide evidence of valid cyber liability insurance policy per the **City's EXHIBIT "D" INSURANCE REQUIREMENTS.**

Part B. Alternate Requirements: