PROFESSIONAL CONSULTANT SERVICES AGREEMENT

TECHNOLOGY PLUS, INC.

Consulting Services for Network Refresh

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2018 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and TECHNOLOGY PLUS, INC., a Colorado corporation authorized to do business in California as HF Technology Consultants, Inc. ("Consultant").

1. **Scope of Services**. City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Consulting Services for Network Refresh ("Project").

2. **Term**. This Agreement shall be effective on the date first written above and shall remain in effect until August 31, 2019, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment**. Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Forty Thousand Four Hundred Ten Dollars ($140,410) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices**. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Innovation and Technology
City of Riverside
Attn: Steve Crunk
3900 Main Street
Riverside, CA 92522

To Consultant

Technology Plus, Inc.
Attn: Howard Feingold
2323 S. Troy Street
Building 3, Suite 200
Aurora, CO 80014

5.   **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6.   **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7.   **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8.   **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9.   **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10.   **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

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11.   **Indemnification.**

11.1   **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2   **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3   **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of,

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pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 **Defense Obligation For Other Than Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 **Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. **Insurance.**

12.1 **General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations**. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings**. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation**. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy**. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance**. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than $1,000,000 per occurrence and a general aggregate limit in the amount of not less than $2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than $1,000,000 per occurrence and an aggregate limit of not less than $1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

> It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

    a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.

    b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

    c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of $1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

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Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13.   **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14.   **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15.   **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16.   **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17.   **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or termination of this Agreement.

18.   **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City. This provision shall survive the expiration or termination of this Agreement

19.   **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense

but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or termination of this Agreement

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the

termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or

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restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation a California corporation

TECHNOLOGY PLUS, INC., a Colorado corporation authorized to do business in California as HF Technology Consultants, Inc.

By: _____
     City Manager

By: _____

_____

[Printed Name]

Attest:_____
     City Clerk

_____

_____

[Title]

Certified as to Availability of Funds:

By: _____

By:_____
     Chief Financial Officer

_____

[Printed Name]

Approved as to Form:

_____

By: _____
     Deputy City Attorney

[Title]

EXHIBIT "A"

SCOPE OF SERVICES

Phase I consists of the initial assessment of requirements and options. During this phase, we will issue a Request for Information (RFI), conduct interviews and site visits as necessary, and develop an understanding of the business requirements and current state. This information will inform a Requirements and Options Report that will be presented to the client.

Phase II concerns the development of the Request for Proposal (RFP). Upon selection by the client of the most effective options, we will work with the client to identify potential vendors to provide the technology and the implementation services. We will work together to develop a budget, a migration/implementation strategy and identify training requirements to ensure successful adoption of the new system. Using this data, we will develop the RFP and the evaluation matrix that will be used to score the response. The detailed RFP structure will facilitate a clear "apples to apples" evaluation of responses.

Assessment

- Kickoff Meeting

    - Gain concurrence on objective, tasks and activities.
    - Review high-level project plan and schedule.
    - Identify stakeholders, departments and groups from each agency to be interviewed.
    - Identify focus group participants (preliminary).

- Document existing City network infrastructure (Equipment, Connectivity, Speeds, Redundancy and Other Related Network Equipment and Services).

    - Issue RFI detailing information and documentation needed to inform the assessment, including:

        - City data network diagrams.
        - Business plan for each agency.
        - Network inventory.
        - Network security architecture.
        - Data circuit list (by agency and location if applicable).
        - City fiber and dark fiber.
        - Identify agency and IT stakeholders to meet with.

- Meet with IT staff, primarily Network Division staff to identify their existing network requirements.

- Visit City business locations to inventory existing network main distribution frames (MDFs) and intermediate distribution frames (IDFs) for evaluation.

- Develop an assessment of existing network infrastructure throughout the City and compile network requirements for core, data centers and access layer components.

- Develop an assessment of network infrastructure and identify opportunities for improving overall network performance.

- Develop requirements to meet City's organizational objectives.

  - Identify any network requirements for all City locations.
  - Perform interviews to identify stakeholder expectations, requirements, and organizational plans.
  - If time permits, perform internet-based survey of stakeholders and/or users to identify issues, requirements and other potential insights.
  - Evaluate current equipment and suggest replacement and network design options from industry leading manufacturers. (Manufacturers and partnering VARs will need to show working proof of concept for said design during the RFP process).

- Develop a Requirements and Options Report that can be prioritized for inclusion in the RFP as specifications and requirements.

  - Present the report to the City's management group and make necessary adjustments as requested.
  - Prepare and deliver presentation to the management team to facilitate their understanding of the City's network needs and implications to the City including estimated financial commitments.
  - Provide the City with an electronic copy of the final comprehensive Report, including related schedules and cost documentation in a format that can be edited (add or delete) and updated by City.
  - Attending meeting to facilitate discussion to select vendor finalist.

- Participate in advisory role in contract negotiation process with selected vendor to insure a performance-based contract, where milestones are paid when accomplished.

  - Participate in meeting to discuss contract negotiating strategy.
  - Review finalist vendor's contract and recommend changes.

Project Deliverables

  - Project plan.
  - Weekly status/progess report (See Appendix II Vital Signs Report).
  - Network Assessment, including requirements and options.
  - Recommended project implementation timeline.

- Completed RFP and Evaluation Matrix.
- Vendor demonstration scripts based on requirements analysis report.
- Evaluation and analysis of vendor proposals for the new network refresh and implementation.

- Effective and efficient communication of goals and objectives for the City of Riverside is critical to the success of the project.

Assumptions and Exclusions

- The City of Riverside will identify key staff that can provide detailed information on the system architecture design, configuration and access to each location.

- The City of Riverside will identify a main point of contact at each of the involved departments or agencies.

- The City of Riverside will appoint a project sponsor to oversee the direction of this project. The appointed project sponsor will have decision-making authority for routine issues.

- The City of Riverside will be able to provide current and comprehensive network documentation.

- In order to effectively develop technology requirements, Technology Plus and COMgroup will have sufficient opportunity to meet with all technology stake holders prior to deliverable due dates.

- Information gathering will occur during planned site visits and the appropriate personnel will be available during this time.

- Additional information gathering can be accomplish via conference call, email or other means of remote communications.

- Schedule is based on receiving information requested in a timely fashion.

- Services not identified in our fee proposal will be addressed on an add service basis. Out of Scope work will not be done without written approval.

RFP Development

- Prepare an RFP to be issued by the City for purchase and purchase and implementation services for a complete network refresh. The RFP will include the following:

  - A proposal for a thorough yet cost-effective network refresh.
  - Detailed network requirements from all aspects.

- Conversion plan from current network to new solution.
- Implementation services and training requirements.
- Inclusion of City's Terms and Conditions.
- Provision for additional purchases of equipment at guaranteed prices.

- Prepare an evaluation Matrix and weight scoring according to the priorities of the City.

  - Technical system features (hardware, software, services).
  - Best Approach (Selected by the City of Riverside)(infrastructure, flexibility, ease of configuration).
  - Vendor capabilities (services levels, support and day-to-day performances, turnaround time for services and new purchases as well as receipt of all network refresh related deliverables).
  - Itemized Pricing.
  - Five-year evaluation of total cost and services.

Network Refresh Vendor Selection

- Lead the City through the vendor selection process including coordinating demonstrations and on-site visits.
- Attend vendor pre-bid meeting.
- Address vendor questions.
- Review of vendor responses and determine non-responsive proposals.
- Evaluate vendor responses in conjunction with the City of Riverside.
- Assist with the identification of potential risks and issues to ensure the City makes a quality selection decision which achieves the City's network refresh requirements.
- Identify questions regarding vendor responses which require clarification.
- Compile selection committee matrix scores and create a summary report for presentation at the proposal review meeting.
- Facilitate selection committee meeting to determine vendor semi-finalists.
- Schedule and conduct vendor demonstrations and site visits.
- Draft proposed agenda for use in vendor demonstrations.
- Provide sample demonstration scripts.
- Prepare technical analysis and recommendations.
- Provide templates for selection committee interviews of semi-finals.
- Assist in due diligence review of vendor finalist to confirm vendor qualifications.

EXHIBIT "B"

COMPENSATION

Deliverable	Description	Hours	Rate	Travel Expenses	Total Compensation
Network Assessment and documentation		178	160	$3080.00	$33,530
Requirements and Options Development		182	160		$29,120
Presentation of Findings		26	160	$700.00	$5,180
Develop RFP and Evaluation Matrix		183	160	$700.00	$30,110
RFP Bidding Process and Evaluation		171	160	$2,600.00	$33,640
Contract Negotiations		55	160		$8,800

Grand Total Project Amount: $140,410

*Pricing will be evaluated by the City based on the Grand Total Amount proposed.

EXHIBIT "C"

KEY PERSONNEL

Company Personnel

Howard Feingold
Project Lead

Jason Crandell
Consultant

Scott Green
Consultant

J.R. Stevens
Consultant

Greg Roeder
Consultant

Howard Feingold | President, Technology Plus

Howard is the founder of Technology Plus and has over 30 years' experience with design and planning of technology systems and applying them to organizational requirements. Howard began as a design engineer with Bell Laboratories with telecommunications systems. He has been involved with the development of voice and data products. Experience includes technology planning, RFP development, contract negotiations and project management. Technical experience includes voice system, data networks, security, structured cabling and audiovisual systems. Howard has worked with the vertical markets which include data centers, utilities, airports, convention centers, hotels, hospitals, State, City and Federal projects. His experience includes consulting on large telecommunications systems and call centers.

Experience
- Project Management
- Voice and Data Systems Design
- Implementation and Analysis
- Systems Integration
- Strategic Planning
- Cost Containment
- RFP Development
- Design Engineering
- Vendor Evaluation

Education
- Bachelor of Science in Electrical Engineering, University of Colorado

Started Technology Plus 1991

Associations
- Society of Communications Technology Consultants International (SCTC)

Contact Number
303-340-8228

Relevant Project Experience

Urban Frontier / Rocky Mountain Metropolitan

Project Consultant: Urban Frontier, in conjunction with Jefferson County, is developing a 600-acre commercial development named Verve Innovation Park located on the southwest side of the Rocky Mountain Metropolitan Airport. Urban Frontier contracted with Technology Plus, Inc. to provide a high-level Smart Campus Development Plan of the dry utilities for communications, power and gas. This property is one of the largest undeveloped parcels of commercial land in Jefferson County and will be a major provider of jobs and economic activity in Jefferson County and the Denver Metropolitan Region.

Denver Federal Center

Senior Engineer: Developed a detailed business case for the implementation of a new high speed fiber network for the 623 acre campus and 55 buildings, and housed over 28 federal agencies. The business case development included an evaluation of the existing infrastructure and a high level fiber campus design and cost estimate.

Denver International Airport

Project Manager: Developed a Technology Master Plan which included copper and fiber pathways and infrastructure, SONET, data network for the airport.

City of Aurora

Design Engineer: Developed a high level design and budget for the implementation of a fiber backbone to execute a private Wide Area Network (WAN) between six major city sites with a long range plan to connect all city sites to the fiber backbone. The six sites located across the city will be connected on a fiber ring to provide redundancy, while other locations will be served by a spur off the ring.

Commerce City, Colorado

Project Manager and Design: Based on the technology plan previously developed by Technology Plus and requirements gathered developed RFP and performed evaluation and assisted in contract negotiations for replacement data network and unified communications system. The network solution addressed five sites.

J.R. Simmons | President and Principal Consultant, COMgroup

Experience Summary

J.R. has 40+ years of experience in the telecommunications systems industry, including over 30 years as a consultant providing planning, design, analysis, and implementation management skills. His experience includes work on complex telephone systems, low voltage infrastructure and wiring, fiber optic cabling and electronics, and both local and wide area networks. His current projects tend to focus on strategic planning but also include data networking design, systems analysis, IP telephony, and call centers. With 19 years specialized experience in IP Networking, J.R. has hands on experience with converged networks and advanced LAN and WAN networking concepts.

Relevant Project Experience

Edmond Community College
Performed Network Assessment covering all infrastructure, data network, and the Wi-Fi electronics. The recommendations for network infrastructure improvement led to the College's Network 3.0 architecture initiative.

City of Phoenix
The City hired COMgroup to develop a needs analysis, business case, solution design, and RFPs for complete data network, UC, and call center systems city-wide. We also acted as a technical SME and moderated the City's evaluation team, followed by assistance with the contract negotiations. The data network included all L2 and L3 components covering 240+ sites, new firewalls, and wireless WAN elements.

City of Spokane
COMgroup has been hired for many citywide strategic projects, including networking, telephony systems, complete infrastructure replacement / upgrade (wiring, LAN & WAN), carrier services, disaster recovery, etc. One deliverable was a comprehensive plan for all telecommunications services covering all 49 sites. The project included design specifications and weighted evaluation of proposals for both infrastructure and communications electronics. J.R. provided consulting services over the years for multiple data networks for all city locations.

Denver International Airport
Providing full consulting services and subject matter expertise for analysis, design, and procurement of new optical-based data networking technology to replace the SONET electronics and channel bank equipment used as the network backbone.

Sonoma County
Principal Consultant for needs analysis, network assessment, solution design, and RFP for a replacement communications system solution for the entire county including a parallel selection of a managed services provider.

Spokane School District
Provided needs analysis, solution design, RFP, and evaluation/selection for a complete replacement of all Layer 2 and 3 data network electronics and a new VoIP telephony solution for 56 sites.

NAVOS Mental Health Solutions
Provided evaluation and solution design for upgrades to all data networking and firewall electronics, along with creating a strategic plan for future enhancements.

Experience
- Strategic Planning
- Data Network (WAN/LAN) Design
- VoIP and Telephony System Design
- Contact Center Design
- Contact Center Operational Analysis
- Collaboration Tools Selection
- Systems Integration
- Hosted/Cloud Services Analysis
- RFP Development
- Vendor Evaluation
- Implementation Management
- Contract Negotiations
- Value Engineering

COMgroup Owner Since
1994

Associations
- Society of Communications Technology Consultants International (SCTC)
- BICSI

Contact Number
425-284-6500

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Experience
- Consulting
- Information Security
- Strategic Planning
- Financial Planning and Budgeting
- Network Architecture
- Project Management
- Implementation and Analysis
- Systems Integration
- RFP Development &
- Vendor Evaluation
- IT Governance (ITIL ITSM)
- Standards and Regulations

Education
- Master of Science in Biology University of South Florida

Joined Technology Plus
2013

Contact Number
303 340-8228

Stig Ravdal | Information Security Principal, Technology Plus
Experience Summary

Stig Ravdal is a technology professional with more than 16 years of experience providing services in information security and IT management. He led Capgemini's North Americas Security Practice and was the Chief Security Officer for Quiznos Sub. His experience spans systems administration, technology implementation to architecture, design, policy development and operational IT / InfoSec responsibilities. Stig believes that data protection and systems security is based on strong, risk-based governance foundation, consisting of policies, standards and procedures supported by appropriate technology. His experience spans many industries, public and private sectors and a large variety of technologies. Specific areas of expertise include PCI-DSS, Sarbanes-Oxley, HIPAA/HITECH, BCP/DR, messaging solutions and large-scale network infrastructure deployments.

Relevant Project Experience

Denver International Airport
Trusted Advisor: Engaged with DIA on an annual basis advising and guiding the maturation and improvement of the Information Security organization and the services it provides to DIA and its stakeholders. Budgeting, capital project planning, strategic planning and more.

Security Consultant: Conducted an assessment of a regional airport's cyber security program to identify areas of risk, effectiveness of controls/safeguards and to identify opportunities to improve and mature the Information Security program. A strategic road map was provided with prioritized recommendations to improve governance, risk and compliance activities and to transition specific operational and maintenance (O&M) activities with other groups within the organization and free up security resources.

Colorado Springs Utilities
Security Consultant: Conducted a NERC assessment that included a comprehensive discovery of all assets connected to the network and validation against system diagrams and inventories.

Led a black box Cyber Security Vulnerability and Penetration assessment of a CSU which operates 8 power plants and produces a combined total of 1.1 GW of electricity and serves a medium sized U.S. city, 5 US military installations, defense contractors and the local industries and suburbs and counties and employs approximately 4000 people.

ATT & Target.com
Security Auditor: Conducted an ISO 27002:2005 Code of Practice review of AT&T's hosting facility on behalf of Target.com including the hosting company's policies, practices, procedures and technology supporting their ecommerce environment consisting of 325 website, application, and database servers.

The Walt Disney Company
Security Consultant: Developed process for assessing risk and prioritizing vulnerability management and monitoring activities for a large entertainment client and facilitated workshops focused on governance process for identifying controls and processes to prioritize activities based on risk and impact.

Scott Oviedo | Consultant, Technology Plus
Experience Summary

Scott has more than a dozen years of experience in Information Technology and Telecommunications. Scott began in Information Technology, helping organizations create and implement technology solutions. He worked on projects requiring network design and deployment, power consumption analysis, software deployment, and more. He then began working with legacy telecom systems as a natural outgrowth of his engagement with clients. As the telecom industry has shifted to VoIP and Unified Communications, this has been a natural fit for Scott. Integrated voice and Unified Communications systems have been his focus in recent years.

Relevant Project Experience

Experience
- Consulting
- Voice and Data Systems Design, Implementation and Analysis
- RFP Development
- Project management

Education
- ITT Technical Institute

Joined Technology Plus
2005

Contact Number
303-340-8228

Commerce City
Engineer: Developed requirements for a replacement/upgrade of the City wide (10 locations) Unified Communications and data network. The requirements were used to develop an RFP.

Oklahoma Blood Institute
Consultant: Developed Unified Communication RFP, evaluation criteria and performed evaluation. The system has 600 users and 15 sites. Project included analysis of current telecom and network environment, identified Unified Communications Use Cases, developed new system requirements and provided recommendations for phased implementation. Evaluated telecommunications costs. Based on analysis and implementing SIP trunking resulted in savings that will pay for the new system in three years.
Project Manager: Provided project management for implementation, also integrating and managing separate but simultaneous projects to upgrade network infrastructure and replace telecom and WAN provider services.

Denver Bike Sharing
Consultant: Designed, sourced and deployed network, telecom, and workstations for Denver's bike sharing initiative. To identify needs and priorities and followed through to completion and support of technology solutions for the office network, hosted phone systems, ruggedized mobile technology for repair techs, and WAN.

Wyoming National Guard
Design Engineer: Evaluated existing voice and data equipment, identified system requirements and options for the Cheyenne Base and over twenty remote locations. Based on the requirements developed the RFP document. In addition, assisted in the evaluation process.

State of Colorado Governor's Office of Information Technology
Consultant: Develop and manage a project to install SIP trunks. Develop a detailed project plan to acquire, implement, monitor, and evaluate SIP trunking for a technology trial, integrated with the State's existing telecommunications system.
State of Colorado Governor's Office of Information Technology
Consultant: Analyze current statewide telecom environment - systems, phones, trunking, network, integration, security, and devices - and develop requirements and options. Based on the requirements and options, develop telecommunications master plan.

Jason R. Crandell, RCDD | Senior Consultant, Technology Plus
Experience Summary

Jason's background encompasses more than 20 years of information technology, which includes the planning of large, complex and multi-discipline projects. Expertise includes disaster recovery, strategy and business planning, needs analysis, feasibility studies, RFP development and service provider contract negotiations. Technical experience includes the implementation of multi-application communications environments such as Critical Facilities, Emergency/Network Operation Centers, Call Centers, Data Centers and Co-Location facilities. This involves the design, acquisition process, project management of numerous low-voltage systems including, voice and data LAN, WAN networks, VoIP, PBX, CCTV, audiovisual, copper and fiber backbone systems, and structured cabling systems.

Relevant Project Experience

Wilshire Grand Center

Project Manager: The Wilshire Grand the tallest building west of the Mississippi in Los Angeles, CA was a design build project. Jason's initial role was peer review for all the technology focused on convergence, he team developed the basis of design and project managed/owner's representative for all the technology. We saved the owner over $4,000,000 and increased reliability, technology integration, redundancy and position the facility for today and future. Technology systems integration included voice system, data network, structured cabling Distributed Antenna Systems, physical security audio visual systems and integration with the HVAC and lighting system.

County of Los Angeles Electronic Health Record (EHR) Project Management

Senior Consultant: Jason was selected by LA County DPW to Project Manage and represent the County in the upgrade of the physical and communications infrastructure in preparation for EHR deployment. Jason is managing the wireless assessment, design of the telecommunications rooms, outside plant design and cabling infrastructure. Electrical and Mechanical requirements are verified to meet heat-load and power requirements. The $400 million project covers UCLA Harbor, USC, Rancho Los Amigos, MLK Medical Center and High Desert Clinics.

Martin Luther King Jr. Medical Center

Design and Project Manager: Jason is responsible for the design and project management of all low-voltage systems for the County of Los Angeles upgrade of the MLK Campus. This includes the remodel of an In-patient Tower, new Multi Service Ambulatory Care Center and complete campus communications infrastructure design. Manager of multiple General Contractors and ensuring ISD standards are maintained throughout the project.

City of Phoenix Network and Telecom Manager

Network Manager: As IT and Network Manager for the City of Phoenix for 8 years, Jason gained valuable experience in the establishment of standards, process procedures and management of multiple departments and organizations. Projects included Sky Harbor Airport, Civic Center Plaza, Police E911 Centers, and multiple administrative facilities.

Experience
- County of Los Angeles EHR PM
- Rio Vista School Design
- City of Phoenix IT Manager
- Phoenix Fire Alarm Center
- Arizona National Guard

Education
- BICSI design courses for RCDD
- Continuing Courses for ITIL Foundation
- Continuing Courses PMP
- Berktek-Ortonics Netclear, Systemax PDS, Corning Cable Systems
- Ericsson PBX Design

Joined Technology Plus
2008

Certifications
- Registered Communications Distribution Designer (RCDD)
- Registered Outside Plant Designer (OSP)

Contact Number
303 340-8228