

RESOLUTION NO. 5166

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING A CONSULTING SERVICES AGREEMENT WITH APEX
TECHNOLOGY MANAGEMENT, INC., IN THE AMOUNT OF \$236,931 FOR TWO
YEARS OF INFORMATION TECHNOLOGY (IT) MANAGEMENT SERVICES**

WHEREAS, in light of changes in the City's Information Technology (IT) needs, the City's Staff prepared and advertised a Request for Qualifications (RFQ) for Information Technology Management Services in February 2016; and

WHEREAS, proposals were received from six companies; and

WHEREAS, the six proposals were reviewed by the Staff and an independent IT Advisor, Joe Ayala, and after evaluating the firms on the basis of relevant experience, customer support, cost, stability, quality of service and content of proposal, it has been determined that Apex Technology Management, Inc. is best suited to meet the City's needs; and

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that the Consulting Services Agreement with Apex Technology Management, a copy of which is attached hereto as **Exhibit A**, and by this reference incorporated herein, is hereby approved. The City's Mayor is hereby directed to execute the same on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 6th of April 2016 by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher K. Bourke, Patricia D. Stephens, Mayor Pro Tem Alejandro Chavez, Richard J. Perez, and Mayor Fred J. Ledesma

NOES, Councilmembers: None

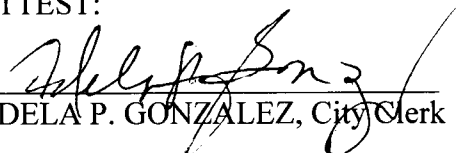
ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None



FRED J. LEDESMA, Mayor

ATTEST:



ADELA P. GONZALEZ, City Clerk



**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOLEDAD AND
APEX TECHNOLOGY MANAGEMENT, INC.**

THIS AGREEMENT for consulting services is made by and between the City of Soledad ("City") and Apex Technology Management Inc. ("Consultant") (together referred to as the "Parties") as of April 6, 2016 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on April 15, 2018, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. In addition to the provisions set forth in Section 8, the City Manager may approve, in writing, a one (1) year extension of this Agreement beyond the expiration date, to April 15, 2019 conditioned on a determination that Consultant is not in default under any of the terms of the Agreement. Said extension shall be subject to the same terms and conditions set forth in this agreement.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$236,931, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. The Parties acknowledge that the total compensation reflects a 50% off One-Time Setup Fee, and that said discount does not apply if the City terminates this Agreement prior to expiration of the initial two (2) year term. In the event of an early termination during the initial two year term, City will pay Consultant and additional sum of 50% of the One-Time Setup Fee, \$4,875.00. In the event of a conflict between this Agreement and Consultant's proposal,

attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded. Reimbursable expenses are specified below, and shall not exceed \$ -0- . Expenses not listed below are not chargeable to City under this agreement; however additional expenses and projects outside the scope of this monthly agreement will first be submitted to and approved by the City, and will be billed separately from this Agreement.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve

incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an occurrence basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

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

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect

at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon forty-five (45) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. Consultant commits to providing and continuing to provide Apex staff to serve City within a 60 mile radius within 60 days from the effective date of this Agreement; however subcontractors may be utilized from time to time as necessary to provide 24/7 coverage.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are

confidential and will not be released to third parties without prior written consent of both parties.

- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Monterey or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

- 10.9 Contract Administration.** This Agreement shall be administered by Adela P. Gonzalez, City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

- 10.10 Notices.** Any written notice to Consultant shall be sent to:

Scott Putnam, President/CEO
1020 Market Street
Redding, CA 96001

Any written notice to City shall be sent to:
Adela P. Gonzalez, City Manager
248 Main Street
Soledad, CA 93960

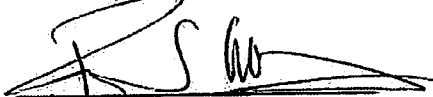
- 10.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services and Cost Proposal

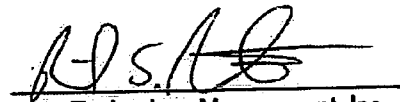
10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

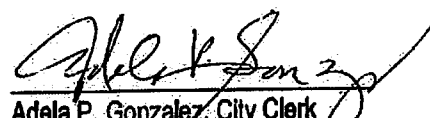
CITY OF SOLEDAD


Fred J. Ledesma, Mayor

CONSULTANT


Apex Technology Management, Inc.

Attest:

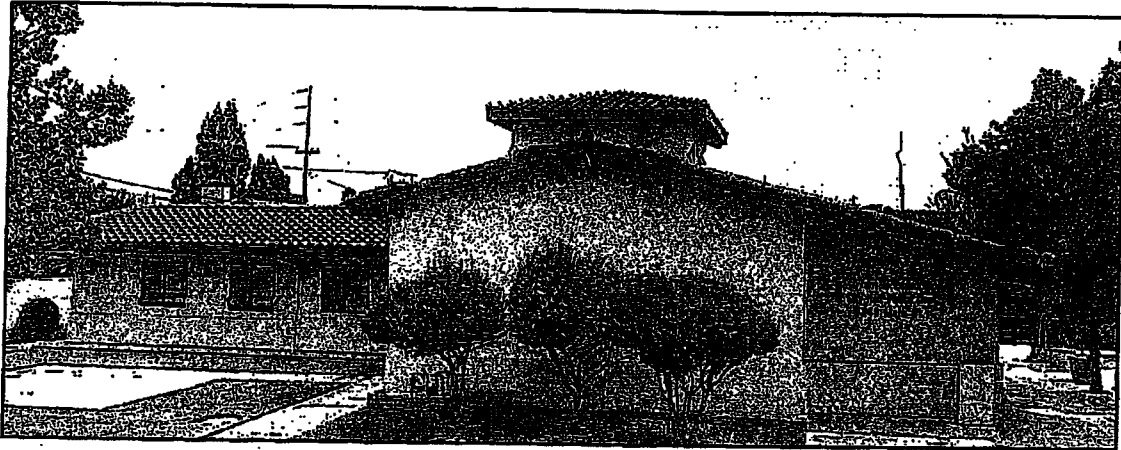

Adela P. Gonzalez, City Clerk

Approved as to Form:


Michael Rodriguez, City Attorney

Proposal for:
City of Soledad

"RFP for Information Technology Support Services"



To: Sherie Colesberry
City of Soledad
248 Main Street
Soledad, CA, 93960



From: Apex Technology Management, Inc.

1020 Market St.
Redding, CA, 96001
(530) 248-1026
jgreeson@apex.com



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Section 1: Introduction

City of Soledad
248 Main Street
Soledad, CA, 93960

March 9, 2016

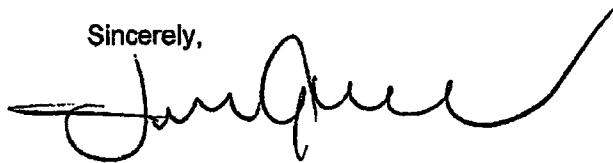
To the Leadership of the City of Soledad:

Thank you for the opportunity to respond to your RFQ/RFP for Information Technology Support Services. We are pleased to present to you our Response.

Apex Technology Management is a Managed IT Services Provider (MSP) that has been in business for 25 years, has nearly 30 employees, and has extensive and successful experience performing the services you are requesting for a variety of clients--including several government agencies. The requested services are right in Apex Technology Management's "wheelhouse" of skill, experience, and business focus. We are certain that this partnership between the City of Soledad and Apex Technology Management will be an excellent fit for both parties.

Thank you in advance for your thoughtful consideration of our Response to your RFP. We are excited about this potential partnership!

Sincerely,



Joshua Greeson (RFP Contact Person)
Business Development Manager
Apex Technology Management, Inc.
1020 Market St, Redding, CA, 96001
530-248-1026 phone
530-243-9184 fax
jgreeson@apex.com

Section 2:

Understanding of Requested Scope of Services

Like most organizations in today's world, the City of Soledad wants to have their Information Technology infrastructure maintained at enterprise-class support levels. They want secure, stable and reliable networks that are proactively managed and maintained to detect problems early and avoid costly, unnecessary downtime. They want technicians who are qualified, skilled, caring and responsive to their users' needs. They want an accessible remote Help Desk for maximum cost effectiveness and efficiency of I.T. management, and timely on-site services when necessary.

In short, HACS wants their I.T. taken care of and working. They don't want to think about computers and servers and routers and such, they just want it all to work, so they can do their jobs efficiently and effectively. All of this is what Apex Technology provides.

Apex has reviewed the extensive list of services requested in the RFQ. These services fall into some general categories as follows:

1) Monitoring & Proactive/Preventative Network Maintenance

- a. Monitoring of all devices on the network
- b. Management of OS updates and security patches
- c. Monitoring and installation of Anti-Virus application updates
- d. Management of anti-spam and anti-virus applications for workstations and servers
- e. Remote access support and management
- f. Monitoring of Backup performance status with proactive response in the event of failures
- g. Constant review of logs (security, virus, backups, etc.)
- h. Analysis of available memory space for proactive management
- i. Overall inspection of servers and system to address errors or potential issues

2) IT Management (VCIO Services)

- a. Relationship management and service escalations
- b. Technical planning, advice, budgeting, quoting, reports, etc.
- c. Liaison and coordination of tech vendors and overall I.T. management
- d. "Consultation with City staff on methods and techniques to increase network capacity and system effectiveness, such as virus and spyware removal, the installation of "spam" filters or the preservation of available memory space.
- e. Recommendations to City staff for peak system efficiency
- f. Tracking and management of PC and printer inventory and associated warranties

3) Remote Help Desk

- a. Remote I.T. service via phone, email, web portal or chat
- b. Resolution of user computer concerns (Troubleshooting, problem resolution, and ticketing)

- c. Remote help desk support for OS, application support, and network and email problems, including an online tracking system of service requests that can be accessed by City staff as needed
- d. Server and desktop administration, maintenance and support
- e. Network support and security-related issues (loss of network connectivity, "system errors, and other issues which involve in-depth analysis and technical expertise"
- f. Data recovery
- g. Connectivity between the City's email server and business smart phones
- h. Support of Microsoft Outlook
- i. Response to requests for service within one (1) hour, with resolution of routine requests between four (4) to forty-eight (48) hours

4) On-Site Service

- a. "On-call" availability for on-site service as necessary (for issues not able to be successfully addressed remotely)
- b. Physical hardware/software installs, etc.

5) Projects

- a. Installation of new/replacement hardware/systems, software/applications, etc.
- b. Work beyond the ongoing support and maintenance of the existing I.T. Infrastructure would be outside the scope of the monthly agreement, and will be quoted and billed separately, after approval by the City

As you will see in this Response, Apex will address all of these needs, and has the skill, experience and customer service obsession to do so for the City of Soledad, with an uncommon degree of excellence.

Section 3:

Scope of Services and Approach

Intro/Highlights

Apex has reviewed and understands the desired Scope of Services requested in the City's RFP. Apex Technology Management is uniquely positioned to meet the City's needs. We provide the highest standard in I.T. management and support services by means of our experienced technical staff, best-of-breed software tools, and our refined processes.

Apex Technology's "Managed Services" business model is designed to be beneficial to both client and vendor, as opposed to the more traditional and one-sided "break/fix" model of I.T. support, which tends to favor the I.T. provider. With Managed Services, both parties are happiest and most profitable when the client has a trouble-free I.T. environment. With that end in mind, Apex takes a strong proactive and preventative approach to I.T. support. This ultimately decreases the likelihood of avoidable downtime and repairs. With the "unlimited" Total Support Platinum plan being proposed to the City of Soledad, Apex takes the weight of the responsibility for ensuring the City's smooth I.T. operations.

We would like to emphasize at the outset of this section that APEX HAS OTHER OPTIONS besides what is proposed in this Response. We offer four different levels of Total Support plans, and we can also customize any of these plans to suit the City's needs more precisely. Due to the nature of RFP Response requirements, its inherent time and space limits, etc., we have proposed just two of several options available to the City. Therefore, if the City's leadership is "sold" on Apex Technology Management as the best provider—but would like some other support options—let's talk, and we will be happy to work out a plan that is mutually agreeable and gives maximum benefit to the City.

For the City of Soledad, our proposed first recommendation is for our Total Support Platinum plan. We believe that this plan is the option that will best address your I.T. needs, while also maintaining a more predictable I.T. budget. This plan is like having a full enterprise-level, corporate I.T. department available to serve you.

HIGHLIGHTS: Apex Technology's proposed Total Support Platinum plan provides an unparalleled level of service and meet the needs of the City of Rio Vista via the following key components:

- Virtual Chief Information Officer (VCIO) I.T. Management Services
- Remote I.T. Monitoring & Management
- "Unlimited" Remote Help Desk Support (as specified in this proposal)
- "Unlimited" On-Site Support (as specified in this proposal)
- Projects as needed, quoted and billed separately from monthly agreement

A more detailed description of these plan components is included in the following section:

➤ Virtual Chief Information Officer (VCIO)

The Virtual Chief Information Officer is one of the greatest benefits of being a Total Support Client with Apex Technology Management. The VCIO is dedicated to your organization's successful implementation of technology in support of your mission.

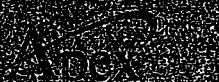
- Serves as the Client's I.T. Manager and Central Point of Contact
- Management Meeting Participation
- 3-Year I.T. Budgeting Assistance
- Technology Planning & Advice
- Relationship Management
- Service Escalations & Personalized Care
- Executive Reports and Documentation
- Coordination/Liaison with third party tech vendors
- Provide recommendations and quotes for equipment, etc.
- I.T. Resource Management (licensing, inventories, warranties, etc)

➤ Remote I.T. Monitoring & Management

A key aspect of Apex's service is 24/7 monitoring and management of the Client's network. As part of our initial setup/onboarding, Apex installs a very small software agent on every one of the Client's supported servers, PCs and laptops. Most I.T. issues will be automatically detected by this enterprise-class I.T. Remote Monitoring & Management (RMM) software--Kaseya Virtual Systems Administrator. The Kaseya software is continually monitoring all servers, workstations, and networking devices (switches, firewalls, wireless access points, etc.), and monitoring countless metrics around the clock. Kaseya automatically monitors innumerable metrics, such as:

- Did the Backups run successfully last night?
- Did the Anti-Virus definitions update? Are Crypto-wall/virus files present?
- Is the Server up/down? Internet service up/down?
- Is the hard drive filling up? System utilization working too hard?
- Typically, over 75 metrics are being monitored at any given time, 24/7.

Whenever a Kaseya monitoring alert is triggered, it automatically generates a service ticket in our fully integrated CRM and Ticketing software, ConnectWise. These tickets are immediately triaged and assigned to a technician for resolution. Most often, our technicians log in and fix issues on the Client's network, before the Client even knows there is a problem!

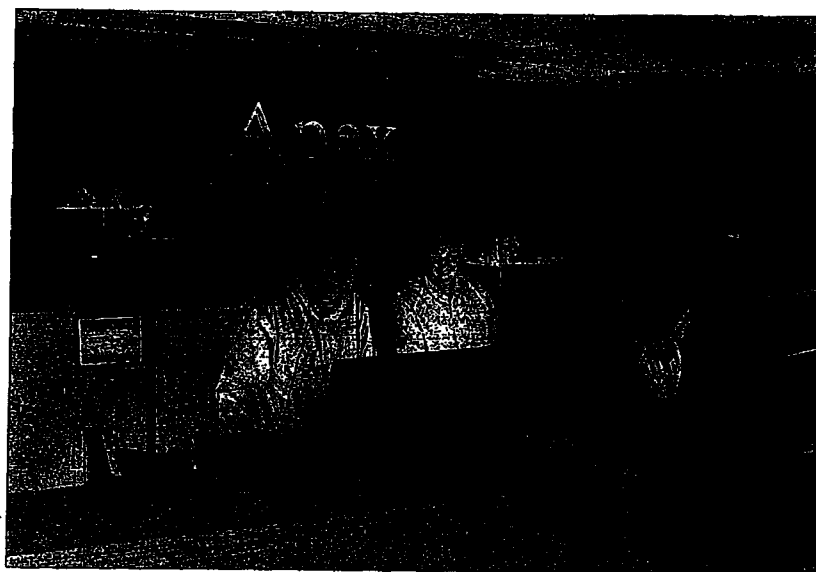


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Apex Technology's Network Operations Center (NOC) / Help Desk

➤ **"Unlimited" Remote Help Desk Support**

- Apex Technology Management operates a local, full time, fully staffed Help Desk.
- The Help Desk will be staffed from 7:30am-5:30pm, Monday-Friday, excluding holidays. Outside of these hours, our LIVE telephone answering service will contact our on-call technician, who will respond appropriately to the I.T. need, according to its urgency/priority.
- Help Desk technicians do not go into the field. They remain in the call center.
- Any client end user is free to contact the Help Desk for assistance. Clients can initiate service tickets by phone, email, or Client Web Portal.
- A client who calls Apex's Help Desk is typically speaking with a live technician on the phone in an average of 17 seconds. The technician can then log in to the caller's system remotely and address their I.T. issues. Escalation is available to Level II and Level III technicians as needed.
- Tickets are also created by our Kaseya monitoring software. Monitoring software-generated tickets are immediately prioritized by our full-time Help Desk Scheduling Coordinator, and assigned to a technician to address.
- Help Desk technicians also use Kaseya Virtual Systems Administrator to implement and manage all Microsoft OS updates and security patches, and to automate recurring maintenance.
- All Apex technicians fully document all service notes into our ticketing software, ConnectWise. Service tickets are available for reporting and reference.
- The Help Desk maintains documentation of the client's network configurations and equipment in our Knowledge Base, easily accessible to the technical team.
- Technicians log onto systems remotely via enterprise-level I.T. management tools, and are able to address over 90% of issues remotely. For the other 10%, there's On-Site Support...

➤ **"Unlimited" On-Site Support**

The Total Support Platinum plan we are proposing also includes "unlimited" on-site support and maintenance of the existing I.T. environment, within the scope and limitations of this proposal.

While the majority of the City's I.T. needs will be addressed remotely, there are those items that require a technician's physical, on-site presence to be performed. These items include tasks like:

- "Pushing buttons"
- Swapping out a faulty component, etc.

Again, over 90% of all I.T. services will be provided remotely by Apex Help Desk Staff. Because of the physical distance between Apex's office and the City's facilities, Apex will take the following approach in providing On-Site services for the City of Soledad:

- Apex's own technical staff will be used for projects and/or complex On-Site issues.
- For the simpler and/or emergency/time-sensitive On-Site needs, Apex will use one of our local I.T. service partners to serve the City. We have one partner just 24 minutes away, a second partner 50 minutes away, and a third that is 55 minutes away. These service partners are fully integrated with our ConnectWise software, enabling a seamlessly service from ONE INTEGRATED I.T. TEAM, all managed by Apex Technology Management.

➤ **Project Services**

As part of our initial "rollout" process, Apex technicians will scan the network using software tools, as well as record photo/video documentation of the existing network. Your VCIO and technicians will compare the City's current state to I.T. industry best practices, noting any obvious gaps. Based upon this information, your VCIO will make some prioritized project recommendations to the City. The goal of these recommended projects will be to get the City's I.T. infrastructure into solid and reliable working order, to reduce the possibility of costly and unnecessary downtime. Recognizing that budget constraints are the "norm" in the government sector, the VCIO will recommend solutions that meet the City's budget constraints, while still accomplishing the goal of moving toward a secure and stable network.

The proposed monthly plans include the ongoing maintenance and support of the City's existing I.T. infrastructure, hardware, software, etc. Any work outside of that (e.g. installation or replacement of PCs, servers, network equipment, software, etc.) would be considered projects. Projects are scoped, quoted by the VCIO and technicians, approved by the City, and are billed separately from the monthly plan.



SUMMARY REVIEW OF PROPOSED PLAN:

> What IS Included in the Proposed Total Support Platinum Plan?

Summary:

- Virtual Chief Information Officer (VCIO) Services
- Remote I.T. Monitoring & Management
- "Unlimited" Remote Help Desk Support (as specified in this proposal)
- "Unlimited" On-Site Support (as specified in this proposal)

> What IS NOT Included in the Total Support Platinum Plan?

- **Products**—Purchases of Hardware, software licensing, services from other vendors (e.g. offsite/cloud backups/data storage, specialized software support plans, hardware warranties, etc.) are quoted and billed separately.
- **Projects**—Work beyond the regular support, management and maintenance of the existing infrastructure/environment are not included in the proposed monthly plan prices, and will be separately quoted and billable at discounted hourly rates.

Other Apex Total Support Plan Options Are Available:

Apex Technology Management is happy to work out the kind of plan that would serve the City of Soledad best for the allowable budget. We offer four levels of support plans (Bronze, Silver, Gold and Platinum)—as well as custom/hybrid plans—any of which might be options for the City. We ask that you please remember this very important point:

**"Apex can create an option that will fit our needs—
All we need to do is ask!"**

- **Total Support Platinum:** We believe that the Platinum plan proposed in this Response is the best support plan option for the City's needs. All on-site and off-site support and maintenance of the existing IT equipment/environment is included. This makes the IT budget more stable and predictable. New Projects and products (hardware/software, etc.) would be quoted, approved, and billed separately.

Apex also has other support plan options to consider, for instance:

- **Total Support Gold:** This plan is the same as the proposed Platinum plan, except on-site work is billable separately from the monthly agreement, at discounted hourly rates. After reviewing the City's past support plan, we strongly believe that 16 hours per month of on-site support is well beyond what is needed to successfully support an environment the size of the City of Soledad's. We could have included 16 hours per month, but it would have been nearly the same price as our UNLIMITED on-site Platinum plan, so Platinum is the better choice if the City definitely wants on-site included.

However, nearly 95% of all IT support can be provided remotely. This Total Support Gold plan option includes UNLIMITED remote support, and has a significantly lower monthly cost than Platinum. That said, on-site needs can be sporadic and unpredictable (especially with 24/7 environments like law enforcement, etc.), so I.T. budget will reflect that unpredictability on a Gold plan. Nevertheless, since budget is normally a strong consideration for government clients, Total Support Gold could potentially be a great fit for the City of Soledad. The City has, however expressed some dissatisfaction with lots of "extra" bills beyond the monthly bill, so if that is a strong concern, Platinum is recommended.

- **Other Options:** Apex Technology Management is recommending either the Platinum or Gold plans as being the two best options for the City of Soledad. However, if City leadership wants to explore other options, we are happy to discuss them with you and find a solution that best fits the City's support and budget needs.

Please see a summary/comparison chart of Platinum/Gold options on page 22.

Section 4: About Apex Technology Management



The majority of Apex Technology Management's staff is pictured here.

APEX EXPERIENCE AND HISTORY:

- An S-Corporation in business for 25 years (since 1991) in Redding, California
- Has approximately 30 employees
- Provides both Remote and On-site I.T. support
- Main business focus is Managed I.T. Services through our "Total Support" plans
- We also offer consultations, projects and periodic/as-needed support
- Operates a full time, fully staffed Help Desk / Network Operations Center (NOC)
- Has clients spread throughout California and other Regions
- Over 250 years of combined I.T. experience
- Over 85 I.T. industry professional certifications (and climbing)
- Serves over 500 organizations and 10,000 end users
- Specializes in HealthCare and Local Government I.T. support
- Nationally recognized as one of the "Pioneer 250" of all I.T. Providers in the Nation
- A strong, financially stable, and consistently growing company

Apex Technology Management, Inc. is an experienced I.T. solutions provider serving our customers for 24 years. Founded in 1991, Apex has built a reputation of reliability, integrity and technical expertise while implementing real business solutions for our customers. For your support, Apex will employ our award winning, highly certified network engineering & consulting team with over 200 years of combined I.T. experience working with over 500 client organizations and over 10,000 end-users. Apex also employs state of the art support tools and technology—the best enterprise-level information technology management tools available on the market. As a result of our operations, service levels, financial stability, and excellence, CRN (an I.T. industry organization) has placed Apex Technology Management in the "Pioneer 250" of all Managed I.T. Service Providers in the nation, and the Top 500 in the world.

Apex is a strong, reliable, and financially stable company. 2014 and 2015 were both record years for Apex in terms of income and profitability. We are also hiring for newly created positions that will accommodate the sustained growth we are currently experiencing and expecting to continue into the future.

Apex currently has nearly 30 full-time employees. The size of our organization allows our customers several unique advantages including flexibility, tiered pricing, shorter project times, and the widest set of skills and experience. Apex Technology Management is what is known in the I.T. industry as a Managed Services Provider (or "MSP" for short). This means that our main business thrust is to offer the benefits of a fully-staffed, enterprise-level I.T. department to organizations that do not have one of their own.

We have clients spread throughout California and other regions. We are currently privileged to serve over 60 client organizations through our monthly "Total Support" plans. We offer four different levels of monthly support plans: Bronze, Silver, Gold, and Platinum. We consider Total Support to be our main business focus, and the best possible way for us to provide our clients with excellent I.T. support. However, we also provide periodic projects and as-needed services to literally *hundreds* of other businesses throughout the region, besides our faithful Total Support clients.

Apex Technology Management has provided I.T. support for a number of government and para-government entities over its 24 years of operation. From one-time planning consultations, to infrastructure projects, to monthly support plans, we have serviced many public entities. The *current* list of government agencies that we provide ongoing monthly support for (support level varies by organization), includes: City of Red Bluff (including the Police Department), City of Shasta Lake, Shasta Mosquito Vector Control District, Shasta Regional Transportation Agency, County of Tehama and others.

Examples of other government/public organizations we have provided consultations, projects, or other support for *in the past* (and/or we are still providing them on a *periodic or project basis*) are: County of Modoc, Weaverville Community Services District, Centerville Community Services District, Coos County Courthouse (Oregon), Lassen County Courts, Shasta County Superior Court, Colusa County Court, Sacramento Public Library, Shasta Public Libraries, and the City of Anderson (including the Police Department)—and this is not an exhaustive list!

To summarize, Apex Technology Management has extensive experience in successfully implementing projects and regular monthly I.T. support and maintenance for our clients. We also have the I.T. training and certifications, industry-best I.T. management tools and processes, support staff, tech industry recognition, and the proven, real-world government I.T. support experience that will allow the City of Soledad to breathe a sigh of relief and confidently entrust their ongoing I.T. support to Apex!

APEX TECHNICAL CERTIFICATIONS:

Our technicians hold over 85 industry certifications, in a variety of key specializations:

Microsoft Certs held by Apex Engineers

- 7 MCP (Microsoft Certified Professionals)
- 5 MCSA (Microsoft Certified Systems Administrator)
- 5 MCSA (Microsoft Certified Solutions Advisor)
- 4 MCSE (Microsoft Certified Systems Engineer)
- 3 MCSE (Microsoft Certified Solutions Expert)
- 6 MCITP (Microsoft Certified IT Professional)
- 1 MCDST (Microsoft Certified Desktop Support Technician)
- 1 MCT (Microsoft Certified Technician)
- 26 MCTS (Microsoft Certified Technology Specialist)
- 1 MAER (Microsoft Authorized Education Reseller)

CISCO Certs held by Apex Engineers

- 2 CCNA (Cisco Certified Network Associate)
- 2 CCENT (Cisco Certified Entry Network Technician)
- 1 CCDA (Cisco Certified Design Associate)
- 1 CQS-WLSS (Cisco Qualified Specialist - Wireless)

Citrix Certs held by Apex Engineers

- 1 CCE-V (Citrix Certified Engineer – Virtualization)
- 1 CCEE (Citrix Certified Enterprise Engineer)
- 1 CCS (Citrix Certified Specialist-XenServer)
- 4 CCA (Citrix Certified Administrator-XenApp 6.5)

VMware Certs held by Apex Engineers

- 2 VCP (VMware Certified Professional)
- 1 VCT (VMware Certified Technician)
- 1 VTPA (Virtualization Tech Post-Sales Accreditation)
- 2 VSP (VMware Sales Professional)

AXCIENT Certs held by Apex Engineers

- 3 ACE (Axcent Certified Expert)

COMPTIA Certs held by Apex Engineers

- 2 COMPTIA Networking+
- 2 COMPTIA Security+

OTHER Certifications ...

- DELL, Nimble Storage, NUANCE/Dragon, Mitel, 3Com, More...

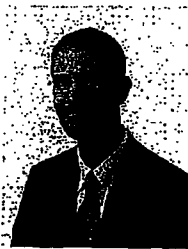
As you can see, Apex has spared no expense in ensuring that our technicians are properly trained and certified by the manufacturers of the most trusted product names in the I.T. industry. This ensures a quality of service and a level of trust that is unparalleled.

KEY STAFF

There are a number of key roles within Apex that will serve the City of Soledad. Besides the technical staff, we also have your assigned Virtual Chief Information Officer (VCIO), Operations Manager, Project Manager, Sales and Purchasing, Finance and Administrative staff—all of whom provide skilled and excellent service to our clients.

Virtual Chief Information Officers (VCIOs)

One of the following VCIOs would be assigned to support the City of Soledad:



Tom Grisell

- **Virtual Chief Information Officer**
 - Primary Point of Contact.
 - 3-Year I.T. Budgeting Assistance
 - I.T. Planning & Advice
 - Reports & Documentation
 - Client Relationship Management & Service Escalations
 - Current Government VCIO experience
- Employment with Apex Technology: 7 Years
- I.T. Experience: 23 Years
- Former NOC/Help Desk Technician
- Certifications:
 - MCSE (Microsoft Certified Systems Engineer)



Kevin Wendland

- **Virtual Chief Information Officer**
 - Primary Point of Contact.
 - 3-Year I.T. Budgeting Assistance
 - I.T. Planning & Advice
 - Reports & Documentation
 - Client Relationship Management & Service Escalations
 - Current Government VCIO experience
- 20 Years Experience in I.T., Operations & Project Management
- B.A. from U.C. Davis

SENIOR TECHNICAL STAFF



David Bliss

- **Director of Technical Services**
- **Level III Network Engineer**
- **Employment with Apex Technology: 10 Years**
- **I.T. Experience: 16 Years**
- **Certifications:**
 - Bachelor of Science in Business Administration
 - Microsoft Certified Systems Administrator (MCSA)
 - Server 2003
 - Messaging
 - Microsoft Certified Systems Engineer (MCSE)
 - Axcient Certified Professional (ACP)
 - Nimble Storage Area Network Expert
 - VMware Certified Professional 5
 - Data Center Virtualization



Ray Bass

- **Level III Network Engineer**
- **Employment with Apex Technology: 19 Years**
- **I.T. Experience: 21 Years**
- **Certifications:**
 - Microsoft Certified Professional (MCP)
 - Win95
 - Win XP
 - Microsoft Certified Solutions Associate (MCSA)
 - Microsoft Certified IT Professional (MCITP)
 - Server 2008
 - Microsoft Certified Technology Specialist (MCTS)
 - Server 2008R2 Server Virtualization
 - Server 2008 Network Infrastructure Configuration
 - Win7 Configuration
 - Server 2008 Active Directory Configuration
 - Mitel 3300 ICP
 - 3Com NBX 100



Pat Gerard

- **Level III Network Engineer**
- **Employment with Apex Technology: 12 Years**
- **I.T. Experience: 16 Years**
- **Certifications:**
 - Microsoft Certified Professional (MCP)
 - Microsoft Certified Systems Engineer (MCSE)
 - Server 2003
 - Microsoft Certified Solutions Associate (MCSA)
 - Server 2008
 - Microsoft Certified Systems Administrator (MCSA)
 - Server 2003
 - Microsoft Certified IT Professional (MCITP)
 - Enterprise Administrator on Server 2008
 - Microsoft Certified Technology Specialist (MCTS)
 - Server 2008R2 Server Virtualization
 - Win7 Configuration
 - Server 2008 Active Directory Configuration
 - Server 2008 Applications Infrastructure Configuration
 - Server 2008 Network Infrastructure Configuration
 - Citrix Xen Server Specialist
 - Nimble Storage Area Network Expert
 - Cisco Certified Network Associate (CCNA)
 - Cisco Certified Entry Network Technician (CCENT)
 - Cisco Qualified Specialist – Wireless (CQS-WLSS)



Stephen Carnes

- **Level III Network Engineer**
- **Employment with Apex Technology: 4 Years**
- **I.T. Experience: 16 Years**
- **Certifications:**
 - Microsoft Certified Systems Engineer (MCSE)
 - Microsoft Certified Systems Administrator (MCSA)
 - Microsoft Certified Professional (MCP)
 - Microsoft Certified Technician (MCT)
 - VMware Certified Technician (VCT)
 - Cisco Certified Network Associate (CCNA)
 - Citrix Certified Expert - Virtualization (CCE-V)
 - Citrix Certified Enterprise Engineer (CCEE)
 - Citrix Certified Administrator (CCA)





Sherry McElroy

- **Level III Network Engineer**
- **Employment with Apex Technology: 7 Years**
- **I.T. Experience: 26 Years**
- **Certifications:**
 - Microsoft Trainer (MCT)
 - Microsoft Certified Solutions Expert (MCSE)
 - Server Infrastructure
 - Messaging
 - Private Cloud
 - Microsoft Certified Solutions Associate (MCSA)
 - Windows Server 2012
 - Windows Server 2008
 - Office365
 - Microsoft Certified IT Professional (MCITP)
 - Enterprise Messaging Administrator on Exchange 2010
 - Enterprise Administrator on Windows Server 2008
 - Enterprise Support Technician on Windows Vista
 - Microsoft Certified Technology Specialist (MCTS)
 - Windows Server 2008 R2 Server Virtualization
 - Windows 7 Configuration
 - Microsoft Exchange Server 2010 Configuration
 - System Center Virtual Machine Manager 2008 Configuration
 - Windows Server Virtualization Configuration
 - Windows Server 2008 Network Infrastructure Configuration
 - Windows Server 2008 Active Directory Configuration
 - Windows Server 2008 Applications Infrastructure Configuration
 - Microsoft Windows Vista Configuration
 - Microsoft Certified Desktop Support Technician (MCDST)
 - Microsoft Certified Systems Administrator (MCSA)
 - Microsoft Certified Professional (MCP)
 - VMware Certified Professional (VCP) 5.0
 - Cisco Certified Design Associate (CCDA)

The above individuals are highly experienced, senior network engineers with "upper level" technical certifications and many years of experience performing all aspects of the City's support. They will primarily serve as the City of Soledad's Help Desk escalation resources, and for the more complex infrastructure projects.

The following 2 pages will give very brief information about the Help Desk / Network Operations Center (NOC) Staff. These are the individuals who will be supporting the City on a more day-to-day basis, and performing a majority of ongoing routine support tasks. For a description of the remote assistance being provided by the NOC staff, please see Section 3 of this Response.

Apex Technology Management currently serves several government agencies on Total Support plans, as well as those who use us for projects/as-needed. This also includes some special districts and "joint powers" organizations. Because of this, all of the NOC/Help Desk staff work with government clients on a daily basis—from mayors to police chiefs, on down to day one new employees, and everyone in between.



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Help Desk / NOC (Network Operations Center) Staff:



James Davidson

- **Scheduling Coordinator for NOC / Field Techs**
- **I.T. Experience: 5 Years**
- **Certifications: UNIX Administrator**
- **Triages/prioritizes service tickets and assign to technicians**



Sampson Abramenko

- **Level II / Field Tech**
- **Employment with Apex Technology: 5 Years**
- **I.T. Experience: 15 Years**
- **Certifications:**
 - **MCTS – Windows 7 Configuration**
 - **Citrix CCA XENApp 6.5**



Nathan Moore

- **Level II / Field Tech**
- **Employment with Apex Technology: 3 Years**
- **I.T. Experience: 15 Years**
- **Certifications:**
 - **MCTS**
 - **Citrix CCA XENApp 6.5**



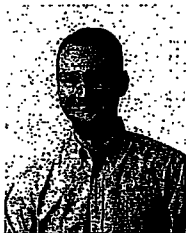
Arthur MacArthur

- **Level II / Field Tech**
- **Employment with Apex Technology: 7 Years**
- **I.T. Experience: 11 Years**
- **Certifications:**
 - **COMPTIA A+**
 - **MCITP – Enterprise Server 2008 Admin**



Kyle Sandhofner

- **Level I / NOC Tech**
- **Employment with Apex Technology: 5 Years**
- **I.T. Experience: 8 Years**
- **Certifications:**
 - MCP – Microsoft Certified Professional
 - MCTS – Windows 7 Configuration
 - Citrix CCA XENApp 6.5
 - Axcent Certified Professional



Brent Nosek

- **Level I / NOC Tech**
- **Employment with Apex Technology: 1 Year**
- **I.T. Experience: 10 Years**
- **Certifications:**
 - MCP
 - MCTS – Windows 8



Kurt MacArthur

- **Level I / NOC Tech**
- **Employment with Apex Technology: 3 Years**
- **I.T. Experience: 5 Years**
- **Certifications:**
 - Citrix CCA XENApp 6.5
 - MCTS – Windows 7 Configuration
 - COMPTIA Network+



Eric Sandhofner

- **Level I / NOC Tech**
- **Employment with Apex Technology: 4 Years**
- **I.T. Experience: 2 Years**
- **Certifications:**
 - MCTS – Windows 7 Configuration
 - CCENT – Cisco Certified Entry Networking Technician



APEX TECHNOLOGY STRENGTHS AND ADVANTAGES TO REMEMBER:

- Nationally recognized as one of the top I.T. Service Providers in the U.S.
- Extensive experience in providing top-notch I.T. support to Government agencies
- Nearly 30 employees to serve the City of Soledad
- Large team provides scheduling flexibility and a variety of skillsets
- Over 85 I.T. industry certifications showing our proven I.T. expertise
- Assigned VCIO provides experienced, strategic I.T. Management and Leadership
- California-based, fully staffed Help Desk / Network Operations Center
- Three on-site service partner companies 25-55 minutes from the City of Soledad
- Uses the best enterprise-class remote monitoring, ticketing, and support tools
- A strong, stable, and growing Company
- Has relationships with key industry-leading hardware & software companies



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Section 5: Cost Proposal

**IMPORTANT CORRECTION
TO RFP RESPONSE PG.23:
Ongoing Monthly Price for
GOLD Option is \$6,796.00**

Our best recommendations for the City of Soledad are the Platinum or Gold plans:

TOTAL SUPPORT PLATINUM OPTION

- One-Time Setup: ~~\$9,750.00~~ \$4,875.00 per Apex Total Support Platinum Service Agreement
- Ongoing Monthly: **\$9,669.00 (per month)**

TOTAL SUPPORT GOLD OPTION

- One-Time Setup: **\$9,750.00**
- Ongoing Monthly: **\$6,796.00 (per month) ← CORRECTED**

NOTE: There will be a 3.5% Annual rate increase for year 2 and 3 of the Contract period.

CITY OF SOLEDAD - Total Support OPTIONS Summary				
Apex would be happy to serve the City with either of these support plan options.				
PLAN OPTION	What's Included			Monthly Price of Support
	Core Services	REMOTE Help Desk	ON-SITE Support	Sites, Servers, Workstations enumerated in RFP
TOTAL SUPPORT GOLD	YES	"UNLIMITED" REMOTE Service	Billed separately at a discounted hourly rate	\$6,796.00
TOTAL SUPPORT PLATINUM	YES	"UNLIMITED" REMOTE Service	"UNLIMITED" ON-SITE Service	\$9,669.00
"Core Services" - 24/7 Monitoring, Microsoft Updates/Patching, VCIO, Ticketing, HelpDesk, Discounted Hourly Rates for Billable Labor				
"UNLIMITED" - On covered devices, within the scope of a Total Support Agreement. Please see Proposal Details.				
IMPORTANT NOTE 1: All Total Support Options require a One-Time Setup Fee of \$9,750.00				
IMPORTANT NOTE 2: This chart is a SUMMARY ONLY. Please see Quotes and Agreements (Attachments B & C) for details.				

NOTE: All Total Support prices quoted here include the City Hall/PD/Fire/WIC site and the Public Works site, five (5) servers, up to seventy-three (73) workstations and all networking equipment listed in the RFP, within the scope of the Agreement. Additional sites, servers and/or workstations/laptops can be added to the plan at any time for an additional monthly cost (PLATINUM: \$289/mo./site, \$315/mo./server, and \$99/mo./workstation or GOLD: \$0/mo./site, \$230/mo./server, and \$72/mo./workstation).



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Section 6: References

Reference No. 1

Organization's Name: County of Tehama

Contact Individual: Dana Hollmer, County IT Coordinator **Phone No:** 530-527-4535 x228

Address: 444 Oak St., Red Bluff, CA, 96080 **Email:** dhollmer@co.tehama.ca.us

Contract Amount: Currently approximately \$40,000 per year **Year:** 2004-Present

Description of work done: Tehama County's government is divided up into over 30 separate departments, nearly all of whom have their own organizational I.T. approaches. Apex supports over half of these county agencies. Some use Apex for projects/hourly help when needed; some are on monthly monitoring plans with no extra labor included; and others are on more unlimited-type support plans like what we are proposing for the City of Soledad. Apex has performed most common I.T. projects and support functions for various Tehama County government agencies over the years, such as: Server installations, virtualization, wireless networks, security assessments and remediation, network infrastructure updates, application upgrades, monitoring, maintenance, planning and budgeting, cloud services and more. Dana Hollmer is the County's I.T. Coordinator, and has a good overview of the quality of support provided by Apex Technology Management.

Reference No. 2

Organization's Name: City of Red Bluff

Contact Individual: Kyle Sanders, Police Chief **Phone No:** 530-527-3131

Address: 555 Washington St, Red Bluff, CA, 96080 **E-mail:** ksanders@rbpd.org

Contract Amount: \$106,476.00 per year **Year:** Jan 2015 – Present

Description of work done: The City of Red Bluff is on a Total Support Platinum plan with Apex, like the primary plan we are proposing to the City of Soledad. Apex previously held their I.T. contract until 2010, when they tried out a "cheaper" I.T. provider. The City returned to Apex Technology for support in January, 2015. Red Bluff Police Chief Kyle Sanders can describe to you his experience of the difference between "cheaper" I.T. and the type of service provided by Apex Technology Management. Since January of 2015, Apex has done a Server consolidation/migration/upgrade project, networking improvements, monitoring, help desk and ongoing support and maintenance for the City of Red Bluff.

Reference No. 3

Organization's Name: City of Shasta Lake

Contact Individual: Laura Redwine, Finance Director **Phone No:** 530-275-7429

Address: 1650 Stanton Dr, Shasta Lake, CA, 96019 **Email:** lredwine@cityofshastalake.org

Contract Amount: Approximately \$50,000.00 per year. **Year:** 2008 – Present

Description of work done: The City of Shasta Lake is also on a Total Support Platinum plan with Apex Technology Management, like the primary plan proposed to the City. In addition to the monitoring, maintenance, and ongoing monthly support, we have also completed several projects for the City, including server migrations, network and PC upgrades, Backups, and other projects.

Reference No. 4

Organization's Name: Merced County Association of Governments

Contact Individual: Nav Bagri, Fiscal Services Manager **Phone No:** 209-723-3153

Address: 369 W. 18th St, Merced, CA, 95340 **Email:** nav.bagri@mcagov.org

Contract Amount: \$72,000.00 per year **Year:** 2015 - Present

Description of work done: The Merced County Association of Governments (a "joint powers authority") is on a Total Support Gold plan with Apex. We have also performed several projects for MCAG already, including Network Remediation projects, Workstation upgrades, Wireless installation, Server Migration, Office 365 Migration and other infrastructure upgrades.

Reference No. 5

Organization's Name: Modoc County

Contact Individual: Jerry Cook, I.T. Supervisor **Phone No:** 530-233-4423

Address: 204 S. Court St, Alturas, CA, 96101 **Email:** jerrycook@co.modoc.ca.us

Contract Amount: Projects only-- total over \$200K so far **Year:** 2013 - Present

Description of work done: Various projects including Assessments, Network Equipment Upgrades, Wireless Network Bridges, Server Migrations/Installations, Backup & Disaster Recovery, etc. Modoc County is taking Apex's sequential recommendations for gradual remediation of their network, with the goal of establishing a secure and stable network and coming onto a monthly support contract with Apex (their I.T. environment is not currently considered a fully supportable infrastructure).

The following additional references—while they are non-governmental agencies—are included here to confirm Apex's ability to provide premier I.T. support levels and response times at distances similar to the City of Soledad from Apex's office in Redding:

Reference No. 6

Organization's Name: Mountain Valleys Health Centers

Contact Individual: Dave Jones, CEO

Phone No: 530-294-5114

Address: 554-850 Medical Ctr Dr, Bieber, CA, 96009

Email: djones@mtnvalleyhc.org

Contract Amount: \$186,000 per year

Year: 2008-Present

Description of work done: Mountain Valleys Health Centers are on a Total Support Platinum plan similar to our primary proposed plan for the City. They operate numerous clinics in rural areas spread throughout far Northern California. Beyond performing their day-to-day support, maintenance and monitoring, Apex has also completed many projects for MVHC – including server migrations, virtualizations, consolidations, network upgrades, software implementations and upgrades, wireless, etc.

Reference No. 7

Organization's Name: Mendocino Coast Clinics

Contact Individual: Joe Fritsch, I.T. Director

Phone No: 707-961-3440

Address: 205 South Street, Fort Bragg, CA, 95437

Email: jfritsch@mccinc.org

Contract Amount: Approximately \$80,000 per year

Year: 2008 - Present

Description of work done: Mendocino Coast Clinics are on a Total Support Gold plan with Apex (all remote service, with on-site billed separately at an hourly rate)—for their servers only. In addition to ongoing monitoring, support and maintenance, Apex has completed a network remediation project, large-scale security assessment, network infrastructure and software upgrades, Server installs and migrations, SAN (Storage Area Network) solutions, and various other projects.



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Reference No. 8

Organization's Name: LinkUs Corporation

Contact Individual: John Dailey, COO **Phone No:** 559-256-6781

Address: 5595 W. San Madele Ave, Fresno, CA, 93722 **Email:** jdailey@linkuscorp.com

Contract Amount: roughly \$80,000.00 per year **Year:** 2013 - Present

Description of work done: LinkUs Corporation is a privately owned corporation headquartered in Fresno, California. They currently have a custom/hybrid plan. They have Total Support Gold plan (unlimited REMOTE service) with Apex for their Servers, with a Total Support Bronze plan (monitoring/patching and VCIO services only) on their workstations. This makes sense for them because they have a full-time I.T. employee onsite to handle all workstation work, and most on-site Server needs. Besides the ongoing monitoring, support and maintenance, Apex has completed many other projects for LinkUs, including Windows Server virtualizations, data migrations, infrastructure consolidations, Cisco wireless networking projects, and a full-scale Backup & Disaster Recovery project.

Section 7: Summary and Conclusion

It is our sincere belief that Apex Technology Management offers unparalleled I.T. skill, expertise, and customer service. Apex has the unique blend of training, certifications, skill sets, and real-world, government-specific experience to successfully provide the required I.T. support services the City is seeking.

Our approach includes best-in-the-industry tools, and all of the key personnel necessary to ensure the best possible ongoing I.T. service, and a smooth and successful relationship. Apex will proactively monitor and fully manage all included servers, workstations and network devices 24/7. We'll provide your users top-notch, enterprise-level unlimited remote help desk support-- addressing the vast majority of your needs remotely. We will provide on-site support as necessary to resolve issues not able to be addressed remotely. We will also recommend and implement infrastructure improvement projects that will increase the stability and reliability of the City's network.

We are confident that the end result of Apex Technology Management's support will be a stable, reliable and well-performing network that delivers maximum value to the City of Soledad. Thank you again for reviewing this proposal. We are grateful for the potential opportunity to serve you, and we look forward to hearing back from you!



Technology Management, Inc.

Point of Contact: Joshua Greeson
Apex Technology Management, Inc.
1020 Market St. Redding, CA, 96001
(530) 248-1026 www.apex.com
jgreeson@apex.com

**Apex Total Support Platinum Service Level Agreement
Platinum Exhibit A**

Attachment - 2



This Exhibit describes the systems maintained and the responsibilities of each party.

System Maintenance:

Apex will maintain each covered device in its approved configuration, and is responsible for the covered devices as defined below.

System Maintained:

This Product Schedule has as its scope up to 5 active Windows Servers, up to 73 workstations and up to 0 thin clients at Client's location, referred to in this document as the client's network environment. Additional servers will be billed at \$ 315.00 per month each, additional workstations will be billed at \$ 99 Per Month each and additional thin clients will be billed at at \$ 59 per month each.

Once each device is accepted by Client and Apex, that device falls under this agreement and the terms of this agreement take effect for that device. The definitive listing of covered devices will be maintained by Apex and will be available at any time upon Client request.

Infrastructure Services:

In addition to PC and server maintenance, Apex agrees to provide Client with regular and necessary infrastructure services required to provide the Managed Services described in this Agreement.

Customer Requirements:

1. High-speed (broadband or equivalent) internet access
2. Hardware maintenance or hot spare program
3. Server software licenses and maintenance
4. Anti-virus software and signature update subscription
5. Backup software and media that meets size and function requirements
6. VPN access for Apex personnel

Covered Services:

The following options that have been selected by the client will performed as services by Apex on the covered client servers, workstations and network infrastructure as described in this services level agreement.

Servers

- * Server Backup Monitoring (Suitable backup system provided by Client. Client responsible for rotation of backup media)
- * Unlimited 9x5* helpdesk support
- * Disaster Recovery
- * Remote support
- * Onsite support deemed necessary by Apex
- * Preventative maintenance
- * Event log monitoring
- * Server event log analysis
- * Monitor drive space on all servers

- * 24x7 monitoring of server availability
- * 24x7 monitoring of critical devices & services
- * 24x7 phone, remote access or onsite support for server down situations
- * Microsoft patch management (Patches, updates & service packs) as needed
- * Virus prevention, response, quarantine & removal

Network Infrastructure

- * Unlimited 9x5* helpdesk support
- * Onsite support as deemed necessary by Apex
- * Management of router & firewall rules
- * Existing Wireless Access Point configuration & maintenance
- * Virtual Private Network (VPN) & WAN monitoring

Workstations

- * Unlimited 9x5* helpdesk support
- * Onsite support as deemed necessary by Apex
- * Microsoft OS patch management (patches, updates & service packs)
- * Virus prevention, response, quarantine & removal

Applications

- * Microsoft Exchange
- * Microsoft SQL Server
- * Two hours included per month for Application Updates
- * Network Application Updates/Upgrades (Antivirus, AntiSPAM, Antispyware, etc.)

End user support

- * End user helpdesk support
- * Phone support
- * Remote support
- * Onsite support as deemed necessary by Apex
- * Password resets, account lockout resets, login problem assistance

Network Administration

- * Adding, modifying, disabling & deleting users and passwords
- * Adding networked printers
- * SPAM (junk email) software management, if provided by Apex
- * Network & VPN access administration

Security

- * 24/7 Firewall monitoring & alerting option
- * Virus prevention, scanning & removal / Spyware prevention & removal
- * Security management

Best-In-Class Support & Monitoring Tools

- * Enterprise level monitoring & reporting
- * Microsoft patch management and deployment
- * Hardware & software inventory
- * Trouble-ticket tracking & reporting
- * Virus, spam & security analysis & reporting

Planning, Budgeting & IT Management

- * Strategic technology consulting
- * Technology planning
- * Technology budgeting
- * Software selection
- * Trouble ticketing
- * Problem escalation & resolution
- * Assistance with vendor selection & management
- * IT purchasing
- * Warranty management of covered devices
- * Assigned Virtual Chief Information Officer (VCIO)
- * Monthly Executive Summary Report
- * Monthly management meeting or board meeting participation

Other Advantages

- * Service Level Agreements
- * Discounted rates for project work and MACs
- * Highest priority response to network issues
- * Best Available Customer Service

* 9x5 refers to the Apex NOC (Network Operationd Center) HelpDesk hours of 8:00 am – 5:00 pm M-F, excluding holidays

The Total Support Platinum Package does not include:

Total Support Platinum Services, including onsite services, telephone support services and online technical support services, are for approved platforms, devices, operating systems, applications and other items. All Services are subject to the following exclusions: Apex may make recommendations for hardware, software or network improvements, referred to as special projects, to improve the level of support. If implementation of the recommendation is necessary to continue efficient and effective support, and the recommendation is not implemented, Apex reserves the right to exclude the item(s) needing replaced or repaired from Services provided. Services do not include any service after the equipment has been serviced, repaired, moved or relocated by anyone other than Apex or an authorized Apex agent.

Services do not include repair or service required as a result of:

- * Neglect, theft, or accidental damage of the equipment;
- * Alterations or modifications to the equipment performed by other than Apex or authorized Apex agent;
- * The failure of Client to provide and maintain a suitable installation environment at all facilities as prescribed by

Apex (including, but not limited to, proper electrical power, internet access, air conditions, & humidity control);

- * The use of the equipment for purposes other than those for which it was designed;
- * Electrical work external to the equipment or service connected with equipment relocation, reconfiguration or additions;
- * Cutoff of services to Client by any utility;
- * Acts of God.
- * Software or Hardware not owned by the Client are specifically excluded.
- * Labor for troubleshooting, configuring or installing copy machines or any other hardware or peripherals provided by a 3rd party vendor.
- * Labor for troubleshooting, configuring or installing non business related software such as i-tunes, and games.
- * Software or Hardware not covered under a valid maintenance contract or warranty with the vendor or OEM are specifically excluded.
- * Materials, Parts or Hardware warranty coverage
- * Projects Moves, Adds or Changes
- * Red flagged equipment not meeting Apex requirements
- * Software unrelated to business needs (iTunes, Windows Media Player, games, etc.)

Client must follow the Request For Change (RFC) process as identified below before adding additional applications to the covered devices. As part of the RFC approval process, Apex will evaluate the applications' impact on the covered servers and workstations and determine what impact it will have on the terms of this agreement. Testing may be required by Apex if the application has the potential to impact the reliability or performance of a managed server.

Apex will follow RFC process as identified below before making any changes to the servers or configurations of the components on any managed server. The Client will follow RFC process as identified below before making any changes to the servers or configurations of the components on any managed server. Any changes done outside of the RFC will void the service level requirements until the change goes through the RFC process.

Client may not add, modify, or delete any service or application on covered devices except as expressly defined by the RFC process.

Client agrees that Apex will not be responsible for any problems caused by configuration changes made by Client.

Any assistance provided by Apex to resolve these issues or to return a device to its approved configuration due to changes made by client will be chargeable as described in the Fees Schedule.

Other Applications and Services

The covered devices may host services or applications outside the scope of this agreement, and Apex and Client may each have partial responsibility for the functionality provided by a single device as follows:

Anti-Virus Server and Client Software

Client maintains responsibility to providing Apex with a valid, current subscription license for Anti-Virus software for all covered devices. Apex agrees to verify the Anti-Virus software is functional on the server at all times and the automatic updates are working properly.

Change Request

In the event that Client desires a change to the approved configuration of a covered device, Client will submit a Request

For Change (RFC) via e-mail to their assigned VCIO. Apex will review all Requests For Change during the next review cycle and notify Client of its decision. Apex will make a good-faith effort to accommodate any reasonable

Request For Change. Urgent RFCs will be submitted to Apex Administrative Contact via e-mail and a notification via phone and will be acted upon within 8 business hours. The review cycle for normal priority RFCs is every Tuesday and Thursday.

Once a change is approved the new configuration is added to the configuration database. Changes to the approved configuration are stored as images and other configuration items within Apex's Configuration Management Database (CMDB) at regular intervals (at least quarterly, or whenever a major change is made).

Client is not required to submit an RFC for changes to systems that are not covered under this agreement. However, Apex requests 4 hours advance notice of changes that could affect covered systems. This includes, but is not limited to, infrastructure changes or hardware maintenance of covered systems. If this advance notice is not given, any response by Apex to troubleshoot apparent errors will be chargeable as described in above.

Service Request

If the Client submits a medium severity/medium impact or depending on severity and impact Service Request for a covered device through an e-mail or via phone to the Apex Technical Contact, Apex will begin immediate troubleshooting to resolve the issue. Status updates will be provided to the Client Primary Contact every 90 minutes until the issue is resolved within the framework of their service level.

In the event an issue is determined to be related to hardware failure Apex will notify Client, and Client assumes responsibility for repairing or replacing the failed hardware. Any services provided by Apex related to hardware failure of an out-of-warranty device are chargeable.

Proactive Systems Monitoring and Support - Devices monitored

The following metrics will be measured on each covered device server:

Metric	Alert Threshold
Processor utilization	> 90% for 15 minutes
Disk space (system)	< 2.0 GB
Disk space (data)	< 10%
Memory utilization	>80%
Event Log	Critical event

Apex monitors these metrics with proprietary software. Other performance-related metrics desired by Client may be monitored upon request.

Response

During normal business hours (defined as Monday to Friday 8:00 a.m. to 5:00 p.m. Pacific Time, excluding holidays), upon receiving an alert from a covered server for key network device, within 90 minutes Apex will log the alert and begin troubleshooting the issue. Apex will notify the Client Primary Contact, and provide technical support up to the levels defined by the service level.

Software Update Release Schedule

Apex defines 5 levels of criticality for Microsoft software updates and patches, as follows:

Critical:	- An update that resolves security vulnerability whose exploitation could allow propagation of a worm or virus without user action. - Apex will test and approve or disapprove updates within 3 business days. Once approved, Apex will initiate the deployment process as defined above in the RFC process.
Important:	- An update that resolves security vulnerability whose exploitation could result in compromise of the confidentiality, integrity, or availability of Client's data, or of the Integrity or availability of covered devices or services. An update that resolves a major functionality flaw or results in dramatically improved performance of the software. - Apex will test and approve or disapprove updates within 10 business days. Once approved, Apex will initiate the deployment process as defined above in the RFC process.
Moderate and Low:	- An update that resolves a security vulnerability whose exploitation can be mitigated to a significant degree by factors such as default configuration or auditing, or whose exploitation is extremely difficult or whose impact is minimal. An update that resolves a minor functionality flaw or results in marginally improved performance of the software. - Apex will test and approve or disapprove updates within 3 calendar months. Once approved, Apex will initiate the deployment process as defined above in the RFC process.
Service Release:	- An update that adds major functionality to a software product or changes its functionality, or a bundled package of updates accumulated over the course of several months or years. Typically referred to as a servicepack, service release, maintenance release, or functionality release, and identified by a change in the minor version number (ie. Adobe Photoshop 6.0 to 6.1). Typically released by the vendor at no cost. Service Release Updates are ONLY available to the Platinum and Platinum Plans. - Apex will test and approve or disapprove the service release within 3 calendar months. Once approved, Apex will initiate the automated deployment process as defined above in the RFC process.
Major Revision:	- A major functionality upgrade identified by the vendor as a new version of the product, and which typically requires payment or maintenance contract to obtain. Typically identified by a change in the major version number (ie. Microsoft Windows 2000 to Microsoft Windows 2003 Backup Exec 9 to Backup Exec 10). Major revision updates are available to the PLATINUM PLAN ONLY. - Apex will test and approve or disapprove the major revision within 9 calendar months. Once approved, Apex will submit a change request and will work with Client to determine any required architecture or functionality changes and define the implementation schedule. Any revision updates requiring more than 2 hours labor will be considered to be a project and will be out of scope.

Other updates:

Driver updates, BIOS upgrades, firmware updates, and other update types not mentioned specifically elsewhere in this document, are installed only in the event that they are known or expected to resolve an open service request, if they are known or expected to resolve a critical security flaw in the current configuration, or if they are a prerequisite for a patch or other update being applied.



Total Support Platinum Agreement, Exhibit A

SPECIAL NOTES & CALCULATIONS:

One-Time Setup Fee: Apex agrees to lower the cost of the One-Time Setup Fee from the normal calculated rate of \$9,750.00, down to Apex's actual expenses for performing the One-Time Setup Services, up to a maximum of \$4,875.00. However, if for any reason the agreement between Apex and the Client is terminated before completion of the initial two-year term, the Client agrees to pay the remainder of the full, normal calculated setup fee to Apex.

[EXAMPLE: If actual setup expenses were \$4,500.00, the City would pay this amount to Apex up front. If for any reason the agreement is terminated before the completion of the initial two-year period, the remaining \$5,250.00 (the difference between \$4,500.00 actual and \$9,750.00 calculated) would be billable and due to Apex at the time of termination.]

IN WITNESS WHEREOF, the Parties have executed this Service Level Agreement - of the Effective Date;

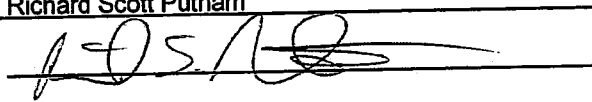
Apex:

Apex Technology Management, Inc.

1020 Market Street
Redding Ca. 96001
Telephone: 530-248-1000
Fax: 530-248-9184

Printed Name: Richard Scott Putnam

Title: President/CEO

Signature: 

Date: 4/14/2016

.....
Client:

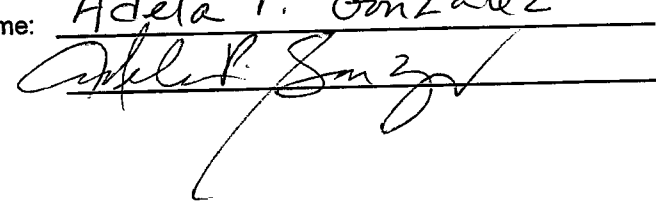
Client: **City of Soledad**

Address: **248 Main St.**

City: **Soledad, CA, 93960**

Printed Name: Adela P. Gonzalez

Title: City Manager

Signature: 

Date: 4-20-2016

Apex Total Support Platinum Service Level Agreement-Platinum Exhibit B

Severity	Severity is based on the critical nature of a system, equipment or application. An issue with a server that runs the primary application for the entire organization and affects 60 people would be a <i>High Severity</i> issue. An issue with a workgroup printer that affects 10-15 people would be a <i>Medium Severity</i> issue.
Impact	Impact is the level to which the problem/issue is preventing use of the system, equipment or application. For example, a server that is completely down would be a <i>High Impact</i> issue, whereas a server that is running very slowly would be a <i>Medium Impact</i> issue and a server that needs a non-critical update installed would be a <i>Low Impact</i> issue. A High Severity/High Impact issue would be a critical server affecting the entire network being down. If the same server is running very slowly but is usable it would be a High Severity/Medium Impact issue.
Response Times	Response Times are calculated from the time a ticket is created in Apex's ticketing system - this is done at the time of call or email receipt. Response times in this grid are during business hours. Only High Severity/High Impact issues will be addressed outside of business hours as part of this agreement, after hours response time is 4 hour maximum response for High Severity/High Impact.

Only High Severity/High Impact issues will be addressed outside of business hours as part of this agreement, after hours response time is 4 hour maximum response for High Severity/High Impact.

Service Response Time *			
	Initial Telephone Response Time	Begin Remote Remediation	Resolution
High Severity / High Impact	60 minutes	90 minutes	1.5 Days
High Severity / Medium Impact	90 Minutes	2 Hours	3 Days
High Severity / Low Impact	4 Hours	8 Hours	2 Weeks
Medium Severity / High Impact	90 Minutes	2 Hours	3 Days
Medium Severity / Medium Impact	2 Hours	5 hours	1 Week
Medium Severity / Low Impact	8 Hours	1 Week	2 Weeks
Low Severity / High Impact	4 Hours	8 Hours	3 Days
Low Severity / Medium Impact	1 Day	2 Days	2 Weeks
Low Severity / Low Impact	2 Days	1 Week	4 Weeks

* These response times are "Worst Case" maximum guaranteed response times for properly reported issues. Platinum

For more information please call 530.248.1000 - Apex Technology Management Inc. 1020 Market Street, Redding CA. 96001 Platinum SLA page 8

Support customers always receive the highest priority response and in most cases support is available immediately.

** All times listed are in business hours, 1 day = 8 business hours.*

