

AGENDA 1 E
Consent Item

MEMORANDUM

DATE: May 4, 2017

TO: El Dorado County Transit Authority

FROM: Mindy Jackson, Executive Director

SUBJECT: Approve Professional Services Agreement and Purchase Order for RTS Computer Services for Computer and Network Support Services for Fiscal Year 2017/18

REQUESTED ACTION:
BY MOTION,

- 1. Approve Professional Services Agreement (PSA) with RTS Computer Services for Computer and Network Support Services for Fiscal Year 2017/18**
- 2. Approve Purchase Order No. B23022 for an amount not-to-exceed \$60,000.00 for Informational Technology Support during Fiscal Year 2017/18**

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) implemented several strategies to maintain the appropriate level of informational technology support over a ten (10) year period including hiring an information technology support staff person; contracting with small companies; opportunities for and sharing staff with public agencies. It was determined that a larger private computer services support business with a depth of staff and expertise would provide technical support necessary for an agency the size of El Dorado Transit.

Beginning in September 2013, RTS Computer Services (RTS) has provided informational technology support as noted in the attached RTS ITCare Agreement Fiscal Year (FY) 2017/18:

- Ongoing computer support for El Dorado Transit staff as required
- Troubleshoot, maintain, and manage the network, services, computers and peripherals
- Maintain software updates and upgrades for all operating systems
- Hardware and software purchasing assistance
- Hardware and software installation assistance
- Provide prompt service response time

DISCUSSION

The attached Professional Services Agreement (Agreement) is a standard agreement approved as to form by legal counsel. Exhibit A to the Agreement details the scope of work and fee schedule.

Exhibit A of the Professional Services Agreement is the proposed RTS ITCare Agreement FY 2017/18. The proposed rate of \$90.00 per month per device (workstations and servers) will remain static.

Approved as to form by El Dorado Transit Legal Counsel

FISCAL IMPACT

Fiscal Year 2017/18 Preliminary Budget includes \$60,000.00 in the Service Contracts and Equipment budget line Item 5090.06 for computer and network support.

Details of coverage are included in Exhibit A of the contract.

Purchase Order:

Monthly service charges	\$48,060.00
Back-up overage charges	\$ 2,100.00
Contingency	<u>\$ 9,840.00</u>
Total	\$60,000.00

EL DORADO COUNTY TRANSIT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

with

RTS Computer Services

for

Computer and Network Support Services

THIS AGREEMENT, made and entered into this 1st day of July, 2017, by and between El Dorado County Transit Authority, hereinafter referred to as "EL DORADO TRANSIT," and RTS Computer Services, hereinafter referred to as "CONSULTANT".

WITNESSETH

CONSULTANT and EL DORADO TRANSIT do mutually hereby agree as follows:

SECTION 1 - ORGANIZATION AND CONTENTS

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- SECTION 2 SCOPE OF CONSULTING SERVICES - BASIC
- SECTION 3 SCOPE OF CONSULTING SERVICES - ADDITIONAL;
COMPLETION SCHEDULE
- SECTION 4 NOTICE TO PROCEED AND EFFECTIVE DATE OF CONTRACT;
PROGRESS; COMPLETION
- SECTION 5 TIME OF PERFORMANCE
- SECTION 6 COMPENSATION
- SECTION 7 CHANGES TO SCOPE - BASIC
- SECTION 8 COMPLIANCE WITH LAWS, RULES, and REGULATIONS
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- SECTION 11 RESPONSIBILITY OF EL DORADO TRANSIT
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SECTION 25 OWNERSHIP OF DOCUMENTS
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SECTION 28 JURISDICTION
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SECTION 30 CONFIDENTIALITY

EXHIBIT A PROPOSAL OF CONSULTANT CONTAINING DESCRIPTION OF SCOPE OF WORK.

SECTION 2 - SCOPE OF CONSULTING SERVICES - BASIC; SCHEDULE

CONSULTANT agrees to perform all work described in Exhibit "A" entitled ITCare Agreement FY 2017-18 attached hereto and incorporated herein by this reference as if set forth in full.

SECTION 3 - SCOPE OF CONSULTING SERVICES - ADDITIONAL

It is understood by EL DORADO TRANSIT and CONSULTANT that it may be necessary, in connection with this project, for CONSULTANT to perform or secure the performance of related services other than those set forth in Exhibit "A". In such instance, CONSULTANT shall advise EL DORADO TRANSIT, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). CONSULTANT shall not proceed to perform any such additional service until EL DORADO TRANSIT has determined that such service is beyond the scope of the basic services to be provided by CONSULTANT, is required, and has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement.

SECTION 4 – PURCHASE ORDER AND EFFECTIVE DATE OF CONTRACT; PROGRESS; COMPLETION

Upon execution of this Agreement by the parties, EL DORADO TRANSIT shall give CONSULTANT a 'Purchase Order' for the work. Such notice may authorize CONSULTANT to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, EL DORADO TRANSIT shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, CONSULTANT shall diligently proceed with the work authorized and complete it within the agreed time period.

SECTION 5 - TIME OF PERFORMANCE

CONSULTANT shall commence work within five (5) days following issuance of a Purchase Order. CONSULTANT shall complete the performance of its obligations under this Agreement in accordance with the dates and times indicated in Exhibit "A", unless an extension of time is granted in writing by EL DORADO TRANSIT, which said extension, if any, shall be granted only for good cause as determined at the sole discretion of EL DORADO TRANSIT. CONSULTANT shall not be held responsible for delays beyond its reasonable control.

SECTION 6 - COMPENSATION

For services performed pursuant to this Agreement as outlined in Exhibit A, EL DORADO TRANSIT agrees to pay and CONSULTANT agrees to accept as payment in full, the amount of \$4,005.00 per month plus payments for additional approved services up to a not to exceed a total amount of \$60,000.00 for informational technology support.

CONSULTANT shall submit a bill each month upon successful completion of the monthly services outlined in said Exhibit "A," attached hereto. Payment shall be made by EL DORADO TRANSIT within fifteen (15) days of receipt of the billing for the completed task. No statements shall be sent until the task has been accepted as complete by EL DORADO TRANSIT. It is mutually agreed between the parties that no payments made under the Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, against any claim of the CONSULTANT, and no payment shall be construed to be in acceptance of any defective work or improper materials.

SECTION 7 – ADDITIONAL WORK

In the event non-covered services on an hourly basis as set forth in Exhibit A are required, CONSULTANT shall submit a work order to TRANSIT listing the scope and cost of such services. CONSULTANT may proceed to complete such additional work upon receipt of written approval by TRANSIT. The costs for such additional work shall be submitted with the monthly bill and shall include a detailed explanation of the work performed, the individual completing the work, the date the work was performed and the hours spent in completing the work.

SECTION 8 - COMPLIANCE WITH LAWS, RULES, REGULATIONS

All services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance and full compliance with professional standards regarding the interpretation of all applicable and non-conflicting Federal, State or City statutes as amended, and any rules or regulations promulgated thereunder, as interpreted by the appropriate enforcement agency at the time of performance of this project.

SECTION 9 - EXHIBITS INCORPORATED

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

SECTION 10 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, CONSULTANT warrants to EL DORADO TRANSIT that he/she possesses, or will arrange to secure from others, all of the necessary professional consulting capabilities, licenses, certifications, experience, resources and facilities to provide to EL DORADO TRANSIT the services contemplated under this Agreement. CONSULTANT further agrees that he/she will follow the current, prevailing, generally accepted practice of the consulting profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.

SECTION 11 - RESPONSIBILITY OF EL DORADO TRANSIT

In relation to the project/work described by this Agreement, EL DORADO TRANSIT shall:

- A. Assist CONSULTANT by placing at his/her disposal all available information pertinent to the project, including previous reports and any other relevant data;
- B. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his/her services;
- C. Examine all studies, reports, proposals and other documents presented by CONSULTANT, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT;
- D. Designate in writing a person to act as EL DORADO TRANSIT'S representative with respect to all work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define EL DORADO TRANSIT'S policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT'S services; and
- E. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the Project.

SECTION 12 - TERM

The term of this Agreement shall commence upon EL DORADO TRANSIT'S issuance to CONSULTANT of a Purchase Order for all or a portion of the work as hereinabove provided, and shall end upon EL DORADO TRANSIT'S acceptance and payment for such portion of the work as was authorized by such notice, but in no event beyond the end of the Fiscal Year 2017/18.

SECTION 13 - TERMINATION FOR CONVENIENCE OF EL DORADO TRANSIT

EL DORADO TRANSIT may terminate this Agreement at any time by giving notice to CONSULTANT of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of EL DORADO TRANSIT, become its property. If this Agreement is terminated by EL DORADO TRANSIT as provided herein, CONSULTANT shall be paid a total amount that is the ratio of completed tasks, and mutually agreed percent-completed tasks, to total services as determined by EL DORADO TRANSIT, less payments already made under this contract. This proration shall be extended to cover any fixed fee charged for a fully completed product.

SECTION 14 - TERMINATION OF AGREEMENT FOR CAUSE

A. EL DORADO TRANSIT may, by written notice to CONSULTANT, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONSULTANT fails to perform the services called for by this Agreement within the time(s) specified herein, or any extension thereof; or
2. If CONSULTANT fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not substantially begin to correct such failure within a period of ten (10) days (or such longer period as EL DORADO TRANSIT may authorize in writing) after receipt of notice from EL DORADO TRANSIT specifying such failure.

B. In the event EL DORADO TRANSIT terminates this Agreement in whole or in part as provided in Paragraph "A" above, EL DORADO TRANSIT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

C. Except with respect to defaults of subcontractors, CONSULTANT shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, acts of government, in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In the event the failure to perform is caused by the default of a subcontractor, CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time and within budgeted resources to permit CONSULTANT to meet the required delivery schedule or other performance requirements.

D. Should the Agreement be terminated as provided in Paragraph "A" above, CONSULTANT shall provide EL DORADO TRANSIT with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by CONSULTANT pursuant to this Agreement. Upon termination as provided in Paragraph "A" above, CONSULTANT shall be paid the value of the work performed, as determined by EL DORADO TRANSIT, less payments of compensation previously made. Payments previously made by EL DORADO TRANSIT to CONSULTANT shall be credited to the amount payable to

CONSULTANT for allowable costs as provided herein, except, however, CONSULTANT shall be entitled to a proportionate fixed fee, if any, which in the opinion of EL DORADO TRANSIT, it has legitimately earned and was not related to the cause for which this Agreement was terminated.

E. If after notice of termination of this Agreement, as provided for in this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section or that the default was excusable under the provisions of this Section, then the rights and obligations of the parties shall be the same as if the Agreement had been terminated for the convenience of EL DORADO TRANSIT.

SECTION 15 - INTEREST OF OFFICIALS AND CONSULTANT

A. No member of, or delegate to, the Congress of the United States of America nor any Resident Commissioner shall be admitted to any share or part hereof or to any benefits to arise here from.

B. CONSULTANT hereby covenants that he or she has, at the time of the execution of this Agreement, no interest, and that he or she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

SECTION 16 - SUBCONTRACTING

A. CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of EL DORADO TRANSIT.

B. In no event shall CONSULTANT subcontract for work in excess of the amounts shown in Exhibit "A". Specialized services are those items not ordinarily furnished by a consultant performing the particular type of study.

C. All subcontracts shall be subject to the provisions contained in this contract between EL DORADO TRANSIT and CONSULTANT.

SECTION 17 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to, or assigns of, the parties. CONSULTANT shall not assign, delegate or transfer the rights and duties under this Agreement or any part thereof without the prior written consent of the other party to this Agreement.

SECTION 18 - INDEPENDENT CONTRACTOR

EL DORADO TRANSIT and CONSULTANT agree that CONSULTANT is an independent contractor. CONSULTANT shall be solely responsible for the conduct and control of the work performed under this Agreement. CONSULTANT shall be free to render consulting

services to others during the term of this Agreement, so long as such activities do not interfere with or diminish CONSULTANT'S ability to fulfill the obligations established herein to EL DORADO TRANSIT.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 20 - DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. To the extent that Federal funds are used, it is the policy of the U.S. Department of Transportation that minority and women-owned business enterprises (hereby referred to as DBEs), as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.

B. To the extent applicable, CONSULTANT agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

C. All subcontracts awarded by CONSULTANT shall contain the provisions included in paragraphs (A) and (B), as described immediately above.

SECTION 21 - TITLE VI COMPLIANCE

A. CONSULTANT agrees to comply with Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

B. During the performance of this Agreement the CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally-assisted programs, Title 49 Code of Federal Regulations, Parts 21, as they may be amended during the period of this contract (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
 3. **Solicitations for subcontractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
 4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by EL DORADO TRANSIT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to EL DORADO TRANSIT, as appropriate, and shall set forth what efforts it has made to obtain the information.
- C. **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, EL DORADO TRANSIT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or;
 2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- D. **Incorporation of Provisions:** the CONSULTANT shall include the provisions of Paragraphs A and B (including all subparts) of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as EL DORADO TRANSIT may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request EL DORADO TRANSIT to enter into such litigation to protect the interests of EL DORADO TRANSIT, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

E. Civil Rights: All subcontractors awarded by contractors shall contain provisions requiring compliance with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR Part 21, through Appendix C and 23 CFR 710.405(b) shall be made applicable by reference in all subcontracts financed in whole or in part with Federal funds.

SECTION 22 - PUBLICATION

A. Any and all reports published by CONSULTANT shall acknowledge that it was prepared in cooperation with EL DORADO TRANSIT.

B. Articles, reports, or works reporting on the work provided for herein, or on portions thereof, which are published by CONSULTANT shall contain in the foreword, preface, or footnote the following statement:

"The contents of this report reflect the view of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views of EL DORADO TRANSIT. This report does not constitute a standard, specification, or regulation."

C. Articles, reports, or works reporting on the work provided for herein, or on portions thereof, which are published by CONSULTANT shall contain in the inside cover page:

SECTION 23 - INDEMNIFICATION

To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold the EL DORADO TRANSIT, its officers, agents and employees, harmless against and from any all claims, suits, losses, damages and liability for damages, including reasonable attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, EL DORADO TRANSIT employees, and the public, or damage to property, or any economic or consequential losses, to the extent caused by the negligent acts, errors or omissions, recklessness, or willful misconduct, of CONSULTANT or those for whom CONSULTANT is legally liable and which are claimed to or in any way arise out of or are connected with the Work by CONSULTANT, his agents or employees including CONSULTANT's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of EL DORADO TRANSIT, CONSULTANT, subcontractor(s) and employee(s) of CONSULTANT, or any of these, except for the sole, or active negligence of EL DORADO TRANSIT, its officers and employees, and except as expressly prescribed by statute. This duty of CONSULTANT to indemnify and hold EL DORADO TRANSIT harmless includes the duties to defend set forth in California Civil Code Section 2778.

SECTION 24 – INSURANCE

The CONSULTANT shall provide proof of a policy of insurance satisfactory to EL DORADO TRANSIT and documentation evidencing that the CONSULTANT maintains insurance that meets the following requirements.

- A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of CONSULTANT as required by law in the State of California. If CONSULTANT does not have any employees, CONSULTANT is not required to maintain Worker's Compensation Insurance.
- B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage
- C. Automobile Liability Insurance of not less than Five Hundred Thousand (\$500,000) is required in the event motor vehicles are used by the CONSULTANT in performance of the Agreement.
- D. Proof of coverage satisfactory to EL DORADO TRANSIT as evidence that the insurance required herein is being maintained shall be provided. The insurance will be issued by an insurance company acceptable to EL DORADO TRANSIT, or be provided through partial or total self-insurance likewise acceptable to EL DORADO TRANSIT.
- E. The certificate of insurance must include the following provisions stating that:
 - 1) The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to EL DORADO TRANSIT; and
 - 2) EL DORADO TRANSIT, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation, automobile and professional liability insurance policies. Proof that EL DORADO TRANSIT is named additional insured shall be made by providing EL DORADO TRANSIT with a certified copy, or other acceptable evidence, or an endorsement to insurance policy naming EL DORADO TRANSIT as additional insured.
- F. CONSULTANT agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONSULTANT agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of EL DORADO TRANSIT and CONSULTANT agrees that no work or services shall be performed prior to such approval. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, EL DORADO TRANSIT may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- G. Certificate of insurance shall meet such additional standards as may be determined by EL DORADO TRANSIT as essential for protection of EL DORADO TRANSIT.
- H. CONSULTANT shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance policy is achieved.
- I. Failure of CONSULTANT to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees or volunteers.
- K. The CONSULTANT's insurance coverage shall be primary insurance as respects EL DORADO TRANSIT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by EL DORADO TRANSIT, its officers, officials, employees, or volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it.
- L. The insurance companies shall have no recourse against EL DORADO TRANSIT, its officers, agents, employees or any of them for payment of any premiums or assessments under any policy issued by an insurance company.
- M. CONSULTANT's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.
- N. Any deductibles or self-insured retentions must be declared and approved by EL DORADO TRANSIT. At EL DORADO TRANSIT's option, either: Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects EL DORADO TRANSIT, its officers, employees and volunteers, or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- O. In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

SECTION 25 - OWNERSHIP OF DOCUMENTS

Original documents, methodological explanations, computer programs, computer files, drawings, designs and reports generated by this Agreement shall belong to and become the property of EL DORADO TRANSIT in accordance with accepted standards relating to public work contracts. Any additional copies, not otherwise provided for herein, shall be the

responsibility of EL DORADO TRANSIT. Software used but not created in the performance of this agreement is not included. CONSULTANT shall not be held responsible for modification, re-use, or misuse of these various documents and other instruments of professional service.

SECTION 26 - DOCUMENTATION/ACCESS TO RECORDS

CONSULTANT shall document the results of the work to the satisfaction of EL DORADO TRANSIT. Such documentation may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of contract objectives.

CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and makes such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment to CONSULTANT. Such materials shall be available for inspection by authorized representatives of EL DORADO TRANSIT, or the copies thereof shall be furnished if requested. The U.S. Department of Transportation, Caltrans, the Comptroller General of the United States, or any authorized representatives of these agencies, shall have access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and/or transcriptions.

SECTION 27 - NOTICES

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

A. To EL DORADO TRANSIT: Mindy Jackson, Executive Director
El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619

B. To CONSULTANT: Tony Snider
RTS Computer Services
5000 Windplay Drive, Suite 1
El Dorado Hills, CA 95762

Phone Number (530) 676-2020

Nothing hereinabove shall prevent either EL DORADO TRANSIT or CONSULTANT from personally delivering any such notices to the other.

SECTION 28 - JURISDICTION

Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

SECTION 29 - INTEGRATION

This agreement represents the entire understanding of EL DORADO TRANSIT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by EL DORADO TRANSIT and CONSULTANT.

SECTION 30 – CONFIDENTIALITY

CONSULTANT hereto agrees to keep confidential and not to disclose, directly or indirectly, any information regarding the EL DORADO TRANSIT’s business, including without limitation, information with respect to operations, procedures, methods, accounting, technical data, or existing or potential customers, or any other information which EL DORADO TRANSIT has designated as confidential.

CONSULTANT agrees that CONSULTANT, its employees, agents and representatives shall not, either during the term of this Agreement or at any time thereafter, disclose any proprietary, secret or confidential information of EL DORADO TRANSIT to any third party whatsoever without express written consent of EL DORADO TRANSIT.

CONSULTANT shall secure all documents, work in process, products or other items incorporating any EL DORADO TRANSIT’s information in a manner that will prevent its unauthorized disclosure.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

EL DORADO TRANSIT:

By _____
Mindy Jackson, Executive Director

CONSULTANT:

By _____
Signature

Print Name and Title

APPROVED AS TO FORM:

Michael Tucker
Attorney for El Dorado County Transit Authority

EXHIBIT "A"
PROPOSAL OF CONSULTANT CONTAINING DESCRIPTION
OF SCOPE OF WORK

DRAFT



RTS IT, Inc.
5000 Windplay Drive, Suite 1
El Dorado Hills, CA 95762
530-676-2020
www.rtscomp.com

ITCare Agreement FY 2017-2018

Computer and Network Support Services

El Dorado County Transit Authority

Prepared By:

**Tony Snider
RTS IT, Inc.
5000 Windplay Drive, Suite 1
El Dorado Hills, CA 95762
530.676.2020**

Prepared For:

**Mindy Jackson
El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
530.642.5383**

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Summary

RTS provides the following IT services on a monthly basis for El Dorado County Transit Authority (EDCTA):

- Ongoing computer support for EDCTA staff as required
- Troubleshoot, maintain, and manage the network, server, computers, and peripherals
- Maintain software updates and upgrades for all operating systems
- Hardware and software purchasing assistance
- Hardware and software installation
- Provide prompt service response time

RTS specializes in designing, installing, and maintaining computer networks. We use IT best practices to keep EDCTA's computers, server, software, security, and network up to date and performing up to expectations.

In the past Fiscal Year, EDCTA has added 2 new Desktop PCs and 1 Laptop to the Maintenance Plan.

As per Tony's vCIO meeting with EDCTA management in March, we are keeping the ITCare Gold per seat price the same for one more year, instead of the expected \$5 increase. It has been a pleasure working with you the last 3 ½ years!

Technical Approach

RTS IT, Inc. has continually proven to be a leader in the IT Support industry in El Dorado County for over 16 years. RTS is a California Corporation headquartered in El Dorado Hills, CA that has specialized in IT Support and Service since 2001. Our staff is comprised of 2 experienced consultants and 2 office employees who specialize in securing networks for small and medium-sized businesses and devote ourselves to continual improvement to maintain our skills. We have kept a steady staff even through the tough economy of 2008-2012.

RTS has designed, installed, and maintained networks for over 500 Small and Medium Sized Businesses, companies that have between 2 to 125 employees. Outsourced IT support is our specialty, and we work with suppliers to provide technology products and services that meet your changing needs.

We at RTS know that you need a system that is easily modified and easily learned by your employees. You can't afford to waste time, and we understand that. We stand ready to assign our expert staff to your specific IT Support tasks.

RTS will provide IT Support and Services in the following areas to meet EDCTA's requirements:

- **ITCare Services:** May include remote and on-site support, as necessary during normal business hours.
- **A Virtual IT staff:** for a fraction of the cost of a full time employee. RTS provides your office with a virtual IT staff to maintain your network, server, and workstations. This valuable service will save you money and time, minimizing emergency network problems. Your Virtual CIO, with over 25 years of experience in the IT field, will be assisting you with long term planning and budgeting. You also have the rest of the RTS Staff at your disposal, coordinating appointments and performing helpdesk and onsite technical services.
- **Remote Support:** With the ability to remotely connect to all systems managed by RTS upon user request, response times to your issues are vastly improved. RTS remote technology is secured by an encrypted tunnel, which uses security similar to most online banking technologies.
- **Network and Server monitoring:** notifies us of "unusual" events that can turn into downtime, data loss, or other problems, and gives us an opportunity to proactively fix issues before they interrupt your business flow. Small Business Server clients receive additional monitoring and alerting provided by built-in Microsoft features.
- **Update & Patch Management:** Updates and Patches are designed to fix problems with the operating system, office suite, antivirus, and various other programs. These updates improve the security, usability and performance of your server and workstations.
- **System & Event Log Monitoring:** RTS will remotely monitor your server and workstation system event logs, application event logs and security event logs for problems around the clock.
- **Security Monitoring:** RTS provides real-time monitoring of your security logs, monitoring for unauthorized and illegal activities. Events such as multiple logon attempts will be reported back to the help desk as they occur.
- **System Maintenance:** RTS provides the necessary file cleaning and software maintenance to optimize all of your systems, such as temporary file cleanup, hard drive defragmentation, virus scans and updates, Spyware scans and updates, backup verifications, and much more. This will keep your systems running at peak speed and performance.

- **Virus & Spyware Threat Management:** Today's Viruses and Spyware can take advantage of network services to spread their infections via the internet, email, and networks. ITCare™ will monitor your systems and ensure the latest anti-virus and anti-spyware definitions are installed and functioning.
- **Asset Management:** A detailed record of all system assets is maintained and a copy of the onsite ITCare™ Network Manual will be prepared and maintained as needed by RTS Staff.
- **Normal business hours:** Monday through Friday, 8am to 5pm, non-holiday. Extended hours to cover EDCTA business hours will be provided as necessary, included in ITCare Plan.

Project Management System

Technology projects may be very lengthy and costly to your organization. There are always complexities in dealing with newer technology and ensuring that all the pieces integrate together. There are also challenges in implementing infrastructure with as little impact on users as possible. All of these challenges can be overcome through a proper mix of planning and executing. The planning aspect is where project management processes and techniques are needed. RTS resists the urge to jump straight into the execution and spends an ample amount of time in the planning stage of a project or task to ensure success.

Proper planning and management of the IT Support or project effort will take more time up front but will be more than rewarded with efficiencies and savings throughout the rest of the project. RTS follows project management best practices:

- Prepare by utilizing a project plan.
- Create a project timeline.
- Define project management procedures up front.
- Look for warning signs like scope creep.
- Ensure that the Client approves scope-change requests.
- Identify risks up front if at all possible.
- Continue to assess potential risks throughout the project.
- Resolve issues as quickly as possible.

RTS is committed to using best practices when executing IT Support tasks, be it a full network upgrade project or just ongoing server maintenance.

Consultant Staff

The following consultants will be responsible for maintaining EDCTA technology services:

Tony Snider

Title: Principal Consultant

Tony is the Principal Consultant and President of RTS Computer Services, with over 30 years of experience in Technology Services. Prior to starting RTS, he worked as a Senior IT consultant for IBM and Atos/Origin, two of the largest Technology Companies in the world. Before working in the corporate IT world, in the early era of computers, Tony spent seven years in the '80s and '90s building IBM compatible PCs for business and personal users at his first company, I-Deal Computers. In 1999 he moved his family to El Dorado County, and started RTS Computer Services, which has grown steadily all 16 years. RTS maintained its solid base of clients throughout the most recent economic downturn, without significant loss of revenue. We attribute this to our outstanding level of service and client satisfaction.

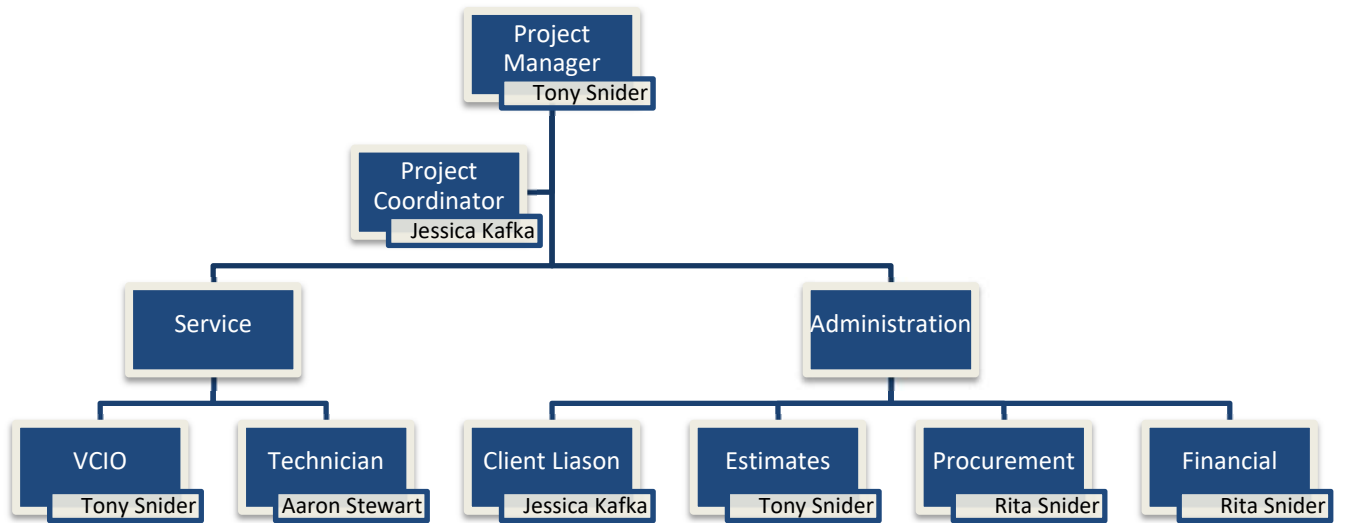
Tony is experienced in all aspects of IT Support, including networks and servers, all versions of windows and DOS, a majority of desktop applications, and numerous third party applications. He is the go-to IT Consultant in El Dorado County, and has worked with over 1300 local area clients over the years.

Aaron Stewart

Title: Systems Engineer

Aaron is our primary Systems Engineer at RTS. He has been with RTS over a year, and has several years of technology experience prior to his role at RTS. Aaron specializes in the day to day technical support and designing solutions for our business clients in El Dorado, Sacramento, and Placer counties. Experienced in delivering the best solutions to fit each client's needs, Aaron handles troubleshooting and problem solving across all aspects of IT in business environment.

Organizational Chart



Consultant Qualifications and References

RTS takes pride in being an equal-opportunity employer, and promoting a safe & discrimination-free place to work. Despite political opinion of any member of our staff, as a company, RTS adheres to strict policy of no political affiliation, and services all clients equally. RTS states that our firm has no conflict of interest, political, gender, age, racial, of any kind.

References

The following are some of our happy clients, we like to call them family. Feel free to contact any of our references about their experience with RTS. For more details, see our web site references page at: <http://www.rtscomp.com/why-rtsc>

American River Conservancy

Alan Ehrgott, Director

Phone: 530-295-2190

E-mail: ehrgott@arconservancy.org

www.arconservancy.org

Client since March 2008

IT Consulting, Managed Services, Server Implementation, End User Desktop Support, Backup Services, Anti-Virus Services

Cook Custom, Cabinetry, Inc.

Chip Scowcroft, Co-Owner

Phone: 530-621-0851

E-mail: cscowcroft@cccabinetryinc.com

www.cccabinetryinc.com

Client since August 2002

IT Consulting, Managed Services, Server Implementation, Desktop Support, Website Hosting

The Center for Violence Free Relationships

Mary Korkelia, Chief Financial Officer

Phone: 530-295-4206

E-mail: maryk@thecenternow.org

www.thecenternow.org

Client since November 2007

IT Consulting, Managed Services, Server Implementation, Desktop Support, Operating System and Hardware Upgrades, Backup, Anti-Spam, Anti-Virus Services

Time and Services

Customer Information			
Client Name:	El Dorado County Transit Authority		
Phone:	530.642.5383		
Email:	mjackson@eldoradotransit.com		
Billing Address:	6565 Commerce Way		
	Diamond Springs	CA	95619
Service Level Information			
Service Level:	ITCare Gold Service Plan		
Number of Seats including Servers:	44.5 (21.5 Desktops / 13 Laptops / 10 Servers)		
Cost per Seat:	\$90		
Services Included as necessary:	<p>Anti-Spam, Antivirus, Managed Firewall, Managed Network, Managed Servers, Managed Desktops.</p> <p>Server/Network/Workstation/Laptop hardware and Projects not Included (Examples: Office Moves, Cabling, Server Migrations, Hardware Repair, Line of Business Applications, Etc.). Equipment procured via previously contracted Vendors. 2 Hour Response Time.</p>		
Monthly Payment	\$4005		
Payment Occurrence:	Monthly Net 15 days		
Due Date of First ITCare Invoice:	Net 15 days		
Consultant Services, Hourly	\$120.00 (Non-Covered, preferred rate per ITCare, normally \$150.00)		
Systems Engineer Services, Hourly	\$105.00 (Non-Covered, preferred rate per ITCare, normally \$135.00)		
Emergency/After Hours Rate:	\$150.00 (Non-Covered, preferred rate per ITCare, normally \$195.00)		

ITCare - Frequently Asked Questions

The following are questions we are frequently asked by other ITCare Clients. Feel free to ask any additional questions you feel necessary!

What exactly does “managed” mean in the services included as necessary sections?

Managed means we will be monitoring, maintaining, and updating the existing devices/software proactively as necessary to keep it running optimally. We want to proactively maintain the network and everything connected to it, eliminating downtime and keeping everything running as fast as possible.

*Note: We don't provide equipment warranty on the hardware unless it's the Platinum plan. So, **repairing computers that are out of the manufacturer's warranty are billable.** When we start having ongoing issues with hardware we strongly encourage our clients to retire the unit and replace with a new one.*

Anti-Spam and Anti-Virus would mean if we got attacked, you would resolve those for us?

Yes, we would work to prevent any threats and take care of them if did occur. We will also be on top of any staff members that are causing malware issues and ask management to back us up when trying to guide their behavior.

What does Managed Firewall Mean?

Managed Firewall means we will be monitoring, maintaining, and updating the existing devices/software proactively as necessary to keep it running optimally. We want to proactively maintain the network and everything connected to it to eliminate downtime and keep everything running as fast as possible. We'll maintain and update the firewall as needed to keep it running.

Managed network: I assume means you will remotely watch over the network you have configured and re-work if needed?

See #1 above, and yes we will care for everything attached to the network and monitor for threats proactively as long as that item is covered. We do discourage attaching devices to the network that we don't know about so we can do a good job monitoring everything.

Managed Servers: does this mean you will check on updates and monitor for fluctuations that may cause a problem?

Yes, our monitoring software is running 24/7 to ensure the health of the server and the entire network.

Managed desktops?

Managed means we will be monitoring, maintaining, and updating the existing devices/software proactively as necessary to keep it running optimally. We want to proactively maintain the network and everything connected to it to eliminate downtime and keep everything running as fast as possible.

Note: We don't provide equipment warranty on the hardware unless it's the Platinum plan. So that means repairing equipment out of the manufacturer's warranty is billable. When we start having ongoing issues with hardware, especially ones that are out of the Manufacturer's warranty period, we strongly encourage our clients to retire the unit and replace with a new one.

Since I am a novice web manager, if I had problems editing my website, do you offer assistance with my web editing program?

Gold or Platinum would cover any and all desktop issues as needed. Silver would have scheduled visits (could be remote also) under a block of time allocated for reactive support, we could handle that. Monitoring plan doesn't include reactive support labor on the desktops, so that would be a billable ticket.

We usually have contractors on our projects or premises that have an insurance rider for liability in case they are hurt. I believe this is a free service from your insurance company. Would you be able to offer that to us, assuming we would have you on our premises for work?

Yes, we definitely have a liability insurance policy. We will provide that for you as needed

Agreement

Client:

El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619

Consultant:

RTS IT, Inc.
5000 Windplay Drive, Suite 1
El Dorado Hills, CA 95762

Signature

Signature

Name (print)

Name (print)

Title

Title

Date

Date

Approved by: (Internal Use Only)

Name (print)	Signature	Date

Appendix B - General Provisions

Services Definition

To ensure RTS' ability to provide satisfaction to Client, the following provisions apply as appropriate to ITCareSM services contracted with RTS.

Important Information

Site Survey: At the initiation of services, **if applicable**, RTS will dispatch one or more engineers or technicians to document the current configuration of the network, current support contracts with technology related vendors including contact and support information. This process allows the RTS Support Team to understand Client's environment and to quickly diagnose problems. Clients with newly installed networks are not applicable.

Vendor Liaison: RTS will act as Client's duly appointed representative and advocate. RTS Support Team will diagnose problems and dispatch or contact third parties such as Internet providers, Hardware manufacturers, etc... when deemed necessary. **RTS Support Team is not intended to replace third party application support.**

Best Interest: In the event of a failure or problem, remedial activities (up to the contracted specified level) may commence prior to notifying Client of the problem. This will allow the RTS Support Team the ability to begin problem resolution, open trouble tickets with other vendors, or dispatch engineers and technicians with replacement parts when deemed necessary. In doing so, RTS is acting in Client's best interest to resolve the issue as quickly as possible.

Every Effort: Client's end users will make every effort to resolve problems with the RTS Support Team via remote access, telephone, or email, prior to RTS dispatching on-site support.

Administrative Access: It is preferable and in the case of ITCareSM, mandatory that RTS maintain and control administrative access to Client's network and be responsible for providing all other third parties with needed or requested access.

Notification of Changes to Hardware and Software: To ensure compatibility, proper budgetary planning, and ease of support, Client will allow RTS, at a minimum, prior notification of all technology related purchases that can affect performance of Client's network or availability of support.

EL DORADO COUNTY TRANSIT AUTHORITY
6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383

PURCHASE ORDER NO. B23022

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, PACKAGES, AND BILLS OF LADING.

DATE: 07/01/17

ACCOUNT: 5090.06 CLASS: 125
 ACCOUNT: VARIOUS CLASS: VARIOUS

SHIP & INVOICE TO:

EL DORADO COUNTY TRANSIT AUTHORITY
6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454

TO: RTS IT INC
 5000 WINDPLAY DRIVE SUITE 1
 EL DORADO HILLS, CA 95762

Contact: Tony Snider

Vendor Phone No: (530) 676-2020

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 15		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		INFORMATION TECHNOLOGY SUPPORT AND MONTHLY BACK-UP SERVICE FOR FISCAL YEAR 07/01/17 THROUGH 06/30/18 PER SCOPE OF WORK ON EXHIBIT "A"		NOT TO EXCEED: \$60,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority. PURCHASING AGENT			SUBTOTAL	\$60,000.00
			SHIPPING	
			SALES TAX	
			TOTAL	NTE: \$60,000.00

PLEASE NOTE CONDITIONS ON REVERSE SIDE

"This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected."