

**CONTRACT FOR PROFESSIONAL SERVICES TO  
PROVIDE ON-GOING TECHNOLOGY SUPPORT  
BETWEEN THE CITY OF HERMOSA BEACH AND PROSUM, INC.**

This AGREEMENT is entered into this 11th day of June, 2019, by and between the CITY OF Hermosa Beach, a general law city a municipal corporation ("CITY") and Prosum, Inc. ("CONSULTANT").

**RECITALS**

- A. The City desires to contract with a qualified firm to deliver technology support.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for consulting services to accomplish this work.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

**NOW, THEREFORE**, based on the foregoing recitals, the City and the Consultant agree as follows:

**1. CONSIDERATION AND COMPENSATION**

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONSULTANT a total of \$199,063, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

**2. SCOPE OF SERVICES.**

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and Exhibit B and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel. Services will be performed on City premises with the exception of Customer Care.
3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY in accordance with the schedule of compensation incorporated in “Exhibit A and Exhibit B.”
4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY’s reasonable satisfaction, in accordance with the schedule incorporated in “Exhibit A and Exhibit B,” unless extended in writing by the CITY.
5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
6. KEY PERSONNEL. CONSULTANT’s key person assigned to perform work under this Agreement is Deepika Bhatia. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.
7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on June 30, 2020. The contract will extend automatically on a month to month basis unless another agreement is put in place or unless either party sends written notice to the other 60 days prior to time of expiration stating their intent to terminate this Agreement, unless earlier termination occurs under Section 11 of this Agreement.
8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.
10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**11. TERMINATION.** Either party not in breach of this contract may, upon giving three (3) months written notice to the other party, terminate this contract at any time for convenience. Should the City be the terminating party, Vendor will help transition IT Support to the City personnel or another service provider. If the termination notice does not occur on a monthly anniversary of the start date, then the City will be billed a pro-rated portion of the monthly fees.

**12. INDEMNIFICATION.**

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

**13. ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

**14. INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

**15. AUDIT OF RECORDS.**

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

**16. CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

**17. INSURANCE REQUIREMENTS.**

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
  - 1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
  - 2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance 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.
  - 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage

for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
  6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
  - D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
  - E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
  - F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
  - G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

**18. USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

**19. NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT’S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT’S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**20. NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: Viki Copeland	Prosum, Inc. 2201 Park Place, Ste. 102 El Segundo, CA 90245 Attn: Deepika Bhatia

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

**21. SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT’s bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT’s bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

**22. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT’s or CITY’s obligations under this Agreement.

**23. INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

**24. ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

**25. RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

**26. AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

**27. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

**28. FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

**29. TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.

**30. ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

**31. STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

**32. DISCLOSURE REQUIRED.** (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions



set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_

**OR**

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH

CONSULTANT

\_\_\_\_\_  
Stacey Armato, MAYOR

By:

\_\_\_\_\_  
TITLE

ATTEST:

\_\_\_\_\_  
Elaine Doerfling, City Clerk

\_\_\_\_\_  
Taxpayer ID No.

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Jenkins , City Attorney

## City of Hermosa Beach

<b>Released: 4/16/2019</b> <b>Due: 5/9/2019</b>		<b>On-going Technology Support RFP</b> RFP Response Form VENDOR PROFILE				<b>VENDOR(S):</b>  <b>PROSUM</b>	
<b>HOME OFFICE/HEADQUARTERS</b>							
<b>Legal Company Name:</b>		<b>Prosum Inc.</b>					
<b>Company Reference:</b>		<b>PROSUM</b>					
<b>Address:</b>	Street #/Name:	2201 Park Place					
	Suite:	Suite 102					
	City, State, Zip	El Segundo, CA 90245					
<b>Officers/Owners:</b>		<b>Title(s):</b>	<b>Office Phone</b>		<b>Email</b>		<b>Cell Phone</b>
Ravi Chatwani		Co-CEO	(310)-426-0609		ravi.chatwani@prosum.com		<b>(310) 218-7350</b>
Ken Aster		Co-CEO	(310) 426-0600		ken.aster@prosum.com		<b>(310) 849-6712</b>
<b>Type:</b>	C-Corp	<b>State of Registration:</b>	California	<b>Year founded:</b>	1996	<b>Founded by:</b>	Ken Aster and Ravi Chatwani
<b>LOCAL BRANCH OFFICE FOR THIS PROJECT</b>							
<b>Branch Name:</b>							
<b>Address:</b>	Street #/Name:	2201 Park Place					
	Suite:	Suite 102					
	City, State, Zip	El Segundo, CA 90245					
<b>Year established:</b>	1996	<b>Region(s) served:</b>	Customers served by Prosum have offices in following locations: All of United States, China, Malaysia, Singapore, Netherlands, Mexico, India, France etc				
<b>Contacts (for this project):</b>		<b>Title(s):</b>	<b>Office Phone</b>		<b>Email</b>		<b>Cell Phone</b>
Deepika Bhatia		Vice President, Professional Services	<b>310-426-0634</b>		deepika.bhatia@prosum.com		<b>310-309-9882</b>
Jay Groves		Senior IT Manager	<b>310-426-0529</b>		jay.groves@prosum.com		<b>310-529-0794</b>

## City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019	On-going Technology Support RFP RFP Response Form VENDOR PROFILE		VENDOR(S):  PROSUM
<b>INSTALLED USER BASE</b>			
	<b>Corporate</b>	<b>Local Branch (if different)</b>	
<b>Total</b>	80 Total Professional Services Customers (42 Managed Services Customers + 38 Project Consulting Customers)	Support is provided from Newport Beach, CA, Denver Colorado and El Segundo, CA	
<b>Similar Size</b>	40 Customers of similar size		
<b>California</b>	65 Customers with head quarters in California		

City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019	On-going Technology Support RFP RFP Response Form VENDOR PROFILE	VENDOR(S):  PROSUM
FINANCIAL DISCLOSURE		

## City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019		On-going Technology Support RFP RFP Response Form VENDOR PROFILE			VENDOR(S):  PROSUM	
GROSS REVENUES				INSTALLED USER BASE		
Fiscal Year	Corporate	Local Branch		Corporate	Local Branch	
2018	\$26,649,104	\$18,541,210	Total	80		
2017	\$31,595,065	\$22,140,997	Similar Size	40		
2016	\$38,834,484	\$29,817,940	So. California	65		
Last 2 Qtrs	\$13,169,144	\$9,255,436	# Sites	85		

Tax registration

33-0776224

Please attach copies of the last 2 years financial statements, preferably audited, with notes; annual reports, and most recent completed quarterlies. This must include Balance Sheets, Profit/Loss and Income Statements for 2 years. If a subsidiary of a parent company, subsidiary financials are required.



Yes, copies of the last 2 years financial statements, preferably audited, with notes; annual reports, and most recent completed quarterlies are attached to this submittal.



Yes, copies of the last 2 years financial statements, preferably audited, with notes; annual reports, and most recent completed quarterlies are confidential and included under separate cover.

## City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019	On-going Technology Support RFP RFP Response Form VENDOR PROFILE	VENDOR(S):  <b>PROSUM</b>
<b>HISTORY</b>		
<b>Please give a brief history of the company and its primary business philosophy:</b>		
<p>Prosum, Inc. (Prosum) is a technology services company that builds lasting partnerships by giving our clients a competitive advantage in their marketplace through a unique combination of Business Consulting, Technology Solutions, Outsourcing and Resource Staffing. Founded in 1996, Prosum has over 20 years of experience in providing enterprise infrastructure and managed support services utilizing proven and emerging Microsoft technologies as well as proven experience in delivering project-based solutions on time and on budget. Prosum, named after the Latin phrase meaning "to do good", was originally founded by IT managers in the Aerospace Industry in 1996. As 'consumers' of IT services, they felt that they could provide superior services to that which they were receiving, so they started their own consultancy with an infrastructure focus. Over time, they added other IT service offerings as the market dictated: adding an IT Staffing service in 2000 and Managed Services in 2005.</p>		
<b>Please give a brief description of the organizational structure:</b>		
(Please attach organization charts if you have them)		
<p>The organization structure consists of two CEOs managing three lines of business. Deepika Bhatia, is head of Professional Services division and Chad Heinrich is the head of staffing division. In the Professional Services division we have the Managed Services and the Projects Consulting division. Managed Services is led by Senior Manager Art Ockey and James Obukhovsky heads up our Projects Consulting division. Managed Services team is primarily based out of the El Segundo and Newport Beach offices in California. We also have presence in Denver, Phoenix, Cebu, Phillippines and India.</p>		

## City of Hermosa Beach

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<b>REFERENCES*</b>				
<b>Reference Agency Name</b>	<b>Location (City &amp; State)</b>	<b>Contact person - Title</b>	<b>Phone/Email</b>	<b>Product(s)/Services</b>
City of Palos Verdes Estates	Palos Verdes Estates, CA	Ken Rukavina, Director of Community Development and Public Works	krukavina@pvestates.org, 310-378-0383 x819	IT Managed Services
Beach Cities Health District	Redondo Beach, CA	Cristan Higa, Chief Marketing and Communications Officer	cristan.higa@bchd.org, 310-374-3426 x117	IT Managed Services
City of Rancho Palos Verdes	Rancho Palos Verdes, CA	Gabriella Yap, Deputy City Manager	gyap@rpvca.gov, 310-544-5203	IT Managed Services

\* These should be references as similar in size and organization to the CITY as possible with products/services similar to those proposed herein.

## City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019	On-going Technology Support RFP RFP Response Form VENDOR PROFILE			VENDOR(S):  <b>PROSUM</b>	
<b>SUPPORT TEAM</b>					
<b>Role</b>	<b>Name, Title</b>	<b>Phone/Email</b>	<b>City/State</b>	<b>Qualifications/Experience</b>	
Manager/Officer	Deepika Bhatia, Vice President, Professional Services	310-426- 0634/deepika.bhatia@prosum.com	El Segundo, CA	23 Years IT Experience, 12 in IT Managed Services for large	
				Years with firm	17
				Resume attached	No
Site Lead	Jay Groves, Senior IT Manager	310-426-0529/jay.groves@prosum.com	El Segundo, CA	19 Years IT Experience, 12 in IT Managed Services	
				Years with firm	5
				Resume attached	No
Site Technician	Jay Marcelo, Support Engineer	562-387- 3391/jay.marcelo@prosum.com	El Segundo, CA	Existing City engineer with extensive knowledge of all systems	
				Years with firm	4
				Resume attached	No
Project Manager	Tiffany Lockwood, Project Manager	949-732- 1120/tiffany.lockwood@prosum.com	Newport Beach, CA	Manages all projects within the Managed Services division.	
				Years with firm	2
				Resume attached	No
Security Consultant	Geoffrey Kneale, Senior Architect	geoffrey.kneale@prosum.com	Newport Beach, CA	Enterprise Architect with vast experience in Security and	
				Years with firm	7
				Resume attached	No
Trainer	Dan Jares, Sr. Systems Engineer	dan.jares@prosum.com	Newport Beach, CA	Experienced Sr. Engineer and IT Manager with knowledge of all	
				Years with firm	3
				Resume attached	No
Other(s)	Jared Mauck, Network Engineer	jared.mauck@prosum.com	Newport Beach, CA	Cisco certified Network Engineer with experience with the City's	
				Years with firm	1
				Resume attached	No
Corporate level resource people available to local support staff.	Amit Bhatia, Director of Finance	accounting@prosum.com	El Segundo, CA	Extensive Accounting and Finance experience and provides Salesforce	
				Years with firm	5
				Resume attached	no

Attach resumes or additional pages if necessary. Although these may not be the actual people to participate in the project, they must be



City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019	On-going Technology Support RFP RFP Response Form VENDOR PROFILE	VENDOR(S):  PROSUM
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representative in terms of training and experience and knowledge of the City's environment for those who will be involved.

## City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019		On-going Technology Support RFP RFP Response Form SERVICES		VENDOR(S):  PROSUM	
RFP Reference	Description	Included/ Extra	Rate	Rate Basis	Notes/comments
4	<b>SITE LEAD SERVICES</b>	Included			Included in the IT Managed Services Offering
	Contract negotiation and/or escalation	Included			
	Relationship management	Included			
	IT steering committee facilitation	Included			
	Resource and project management	Included			
	Guidance on technology/business trends	Included			
	<b>ON-SITE TECHNICIAN SERVICES</b>	Included			Included in the IT Managed Services Offering
	Email coordination	Included			
	System upgrades	Included			
	Print services	Included			
	Remote access: VPN (Virtual Private Network),	Included			
	DNS (Domain Name Service) issues	Included			
	Escalation support	Included			
	Infrastructure	Included			
	Switches	Included			
	Routers	Included			
	Servers	Included			
	Cabling	Not Available			Cabling provided by Public Works or 3rd party vendor.
	Basic LAN & wireless support	Included			
	Basic WAN support	Included			
	Server/Network Problem tracking and	Included			
	Phone/ telecommunications (limited to initial	Included			
Documentation	Included				

## City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019	On-going Technology Support RFP RFP Response Form SERVICES			VENDOR(S):  PROSUM	
RFP Reference	Description	Included/ Extra	Rate	Rate Basis	Notes/comments
	Equipment Inventory	Included			
	Payroll and Accounts Payable file transmission	Included			
	Backups, including off-site storage at Iron Mountain	Included			Backups are only through Datto, not using Iron Mountain in IT only for Document Shredding
	Setup/monitor satellite broadcasts	Not Available			For Council Meetings a third party vendor is in charge of the broadcasts, Prosum will assist with the Council Meetings if there are any issues with the Granicus or Legistar applications.
	Working with vendors to troubleshoot	Included			
	Updates of vendor databases	Included			
	Specialized Projects	Extra	Multiple rates depending on need	per hour	Rates will be provided based on technology and role, Prosum has provided a rate sheet for this.
	Relationship management	Included			
	Procurement	Included			
	Quality	Included			
	Status reports (Site Lead)	Included			
	Product research	Included			
	IT Roadmap objectives and tasks	Included			

## City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019		On-going Technology Support RFP RFP Response Form SERVICES		VENDOR(S):  PROSUM	
RFP Reference	Description	Included/ Extra	Rate	Rate Basis	Notes/comments
4.1.1	<b>ON-SITE SUPPORT</b>				
	Normal City Business hours 7:00 AM to 6:PM Monday - Thursday	Included			Two days per week Support Engineer, 1 day per week IT Manager. 8 hrs per day support is included.
4.1.2	<b>EXTERNAL SUPPORT SERVICES</b>				
	LAN/WAN troubleshooting	Included			
	Network Security	Included			Network Operations Center Monitoring is included as the NOC Monitoring line item.
	Remote access, including VPN	Included			
	IT Planning and Management	Included			
	Advanced Networking	Included			
	Application Development and Integration	Extra	\$175.00	per hour	Rates will be provided based on technology and role, Prosum can provide a rate sheet for this if required.
	IT Support Services	Included			
4.1.3	<b>EMERGENCY SUPPORT SERVICES</b>	Included			
	After hours support - Senior	Included			All emergency support/changes will be performed on fridays when the city is closed. Any changes that are outside of that window will be charged on an hourly basis. Currently the city doesn't have any requirement for emergency support outside of that window
	After hours support - Technician	Included			
	EOC Activation Support	Extra	\$150.00	per hour	
	EOC Setup and testing	Included			

### City of Hermosa Beach

<b>Released:</b>	4/16/2019	<b>On-going Technology Support RFP</b>			<b>VENDOR(S):</b>
<b>Due:</b>	5/9/2019	<b>RFP Response Form</b>			
		<b>SERVICES</b>			<b>PROSUM</b>
<b>RFP Reference</b>	<b>Description</b>	<b>Included/ Extra</b>	<b>Rate</b>	<b>Rate Basis</b>	<b>Notes/comments</b>

## City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019	On-going Technology Support RFP RFP Response Form SERVICES			VENDOR(S):  PROSUM	
RFP Reference	Description	Included/ Extra	Rate	Rate Basis	Notes/comments
4.2	<b>REMOTE SERVICES</b>				
	Proactive monitoring of servers, network devices and peripherals	Included			
	Monitoring of vital systems and alerts	Included			
	Notification of any indication of an impending problem	Included			
	Daily monitoring of data backup status	Included			
	Server patch management	Included			
	Detailed monthly reports	Included			
	Application availability monitoring	Included			
	Prioritized response based on the Priority Definition tables below	Included			
	Response will be on a Best Efforts basis during NON-business hours	Included			
	Remote diagnostics and problem resolution	Included			
	The vendor should login remotely via secure connection to diagnose and attempt to resolve any IT problem City staff may have, based on the Priority Definitions	Included			

## City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019	On-going Technology Support RFP RFP Response Form SERVICES			VENDOR(S):  PROSUM	
RFP Reference	Description	Included/ Extra	Rate	Rate Basis	Notes/comments
4.3	<b>STRATEGIC PLANNING</b>				
	Facilitate Strategy/Satisfaction meetings: Periodic meetings should be scheduled to:	Included			
	Ensure vendor's services meet or exceed expectations, and remain aligned with the City's strategic business and IT objectives;	Included			
	Discuss general direction, new technology and infrastructure recommendations, as well as the creation or updating of the City's IT Roadmap.	Included			

## City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019	On-going Technology Support RFP RFP Response Form SERVICES			VENDOR(S):  PROSUM		
RFP Reference	Description	Included/ Extra	Rate	Rate Basis	Notes/comments	
4.4	<b>REPORTS</b>					
	Weekly help desk metrics:	Included				
	Tickets opened/closed in the prior week	Included				
	Open tickets report, length of time open	Included				
	Mean Time to Respond, Mean Time to Resolve	Included				
	Tickets by category (e.g. application, department, etc.)	Included				
	Monthly help desk metrics:	Included				
	Tickets opened/closed in the prior month	Included				
	Open tickets report, length of time open	Included				
	Mean Time to Respond, Mean Time to Resolve	Included				
	Weekly/Monthly System Report	Included				
	Server system health	Included				
	Disk space utilization	Included				
	Workstation system health	Included				
	Patching levels on servers, workstations, network devices	Included				
	Monthly Security Report	Included				
	Email SPAM messages blocked	Included				
	Network penetration attempts, blocks	Included				
	Monthly Backup Report	Included				
	Data backup report	Included				
	Backup integrity test	Included				
	Quarterly System Recovery Test	Included				



## City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019		On-going Technology Support RFP RFP Response Form SERVICES		VENDOR(S):  PROSUM	
RFP Reference	Description	Included/ Extra	Rate	Rate Basis	Notes/comments
4.5	Transition				Not Applicable
	Preliminary preparation prior contract start		\$0.00		There will no additional cost for transition if the city continues the contract with Prosum.

## City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019	On-going Technology Support RFP RFQ Response Form Price Form				VENDOR(S): <b>PROSUM</b>	
Services	Description	Unit Type	Units	Rate	Cost	Annualized Cost
<b>4.1 General System On-site IT Support</b>	<u>Support described below for up to 165 users. No Onboarding or One Time Cost if the city continues the contract with Prosum. The Rate column includes the monthly rate for cost calculation purposes.</u>	User	165	\$80.00	\$13,200.00	\$158,400.00
<b>Technical Support</b>	Onsite user support tickets & helpdesk services					
<b>Multidisciplinary Support Team</b>	Multidisciplinary support including network, desktops, servers, printers, OS type issues, etc as defined within the onsite technician services under the services tab					
<b>Emergency Support Services</b>	Site Lead/IT Manager Services - Contract Negotiations & Escalations, Relationship Management, IT Steering Committee Facilitation, Resource & Project Management as needed, Guidance on Technology & Business Trends					
	Emergency Support Services such as After hours support on Fridays for any changes performed by Senior and technician level resources, EOC Setup and testing,					
	EOC Activation Support	Hour	1	\$150.00	As needed	As needed
<b>4.2 Remote Services</b>		Month	1	\$816.00	\$816.00	\$9,792.00
	Alert Monitoring & Resolution					
	24x7 Monitoring of all city systems and network					
	Proactive systems and administration support including logs management, disk space, utilization, resources, etc.					

	<i>Server and workstation patching and compliancy</i>					
	<i>LAN/WAN Troubleshooting, Advanced Network Health Monitoring &amp; Alerting, Remote Access &amp; VPN Support</i>					
	<i>Server Room Environmental Montiroing (Temprature and Humidity)</i>					
<b>4.3 Strategic Planning</b>		Included	\$ 1	\$0.00	\$0.00	\$0.00
<i>IT Advisory Services</i>	<i>Facility Strategy/Satisfaction Meetings</i>					
	<i>Vendor Management Support</i>					
	<i>Technology Roadmap &amp; QBR</i>					
	<i>Technology Recommendations and Guidance</i>					
	<i>Local IT Government Best Practices</i>					
<b>4.4 Reporting</b>		Included	\$ 1	\$0.00	\$0.00	\$0.00
<i>Standardized Reports</i>	<i>Standardized reports as defined within the services section will be included within the fees. No additional charge for reporting.</i>					
<b>4.5 Transition</b>		Included	\$ 1	\$0.00	\$0.00	\$0.00
<i>On-Boarding Fees</i>	<i>Not applicable if city decides to continue their support with Prosum. This would be significant cost savings for the city.</i>					
<b>TOTAL</b>						<b>\$168,192.00</b>

## City of Hermosa Beach

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## City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019		On-going Technology Support RFP Supplemental RFP Response Form SUPPLEMENTAL SERVICES				VENDOR(S):  PROSUM	
RFP Reference	Description	Setup/ Initial Costs	Included/ Extra	Rate	Rate Basis	Annual Cost	Notes/comments
Addendum 3	<b>BACKUP SOLUTION</b>	NA	Extra	\$18,511.00	Per year	\$18,511	Yearly Support and Cloud Storage for the Datto Device
	Incremental backups (up to 25 servers) with up to 4 month retention		Included				
	On-site data replication (up to 25 servers)		Included				
	Supports Dell EMC vxrail system		Included				
	Quarterly restore testing for data integrity		Included				
	Storage redundancy		Included				
	Up to 50 TB capacity		Included				
Addendum 3	<b>NETWORK MONITORING</b>		Included	\$0.00	Per year	\$0	Already included within the Remote Services section of the RFP Response forms
	Advanced network health monitoring and alerting *24/7)		Included				
	Integration with service request/ticketing system		Included				
	Performance monitoring and reporting		Included				
	Triage and remediation		Included				
	Server room temperature and humidity monitoring and alerting		Included				
	Customer notification and approval for remediation		Included				

## City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019		On-going Technology Support RFP Supplemental RFP Response Form SUPPLEMENTAL SERVICES				VENDOR(S):  PROSUM	
RFP Reference	Description	Setup/ Initial Costs	Included/ Extra	Rate	Rate Basis	Annual Cost	Notes/comments

## City of Hermosa Beach

Released: 4/16/2019 Due: 5/9/2019		On-going Technology Support RFP Supplemental RFP Response Form SUPPLEMENTAL SERVICES				VENDOR(S):  PROSUM	
RFP Reference	Description	Setup/ Initial Costs	Included/ Extra	Rate	Rate Basis	Annual Cost	Notes/comments
Addendum 3	SECURITY AND THREAT DETECTION		Extra	\$1,030.00	Per Month	\$12,360	
	Antivirus software for all servers and workstations		Included				
	Remote management and monitoring of events		Included				
	Both proactive and reactive monitoring of virus and malware intrusion		Included				
	Integraton with service request/ticketing system		Included				
	SPAM filtering and monitoring for City's Office 365 Exchange online email environment		Included				
	Configuration, troubleshooting, and reporting of email threats and events		Included				
	User training - new employee orientation (monthly)		Included				
	City wide computer security best practice workshop inservice training (annual)		Included				
	Initial threat response and triage		Included				Up to 40 hrs/year. Any additional hour will be charged at the blended rate of \$150/hr
<b>Total</b>						<b>\$30,871</b>	