

REQUEST FOR PROPOSALS



SUBJECT: ISCSI SAN REPLACEMENT

ISSUE DATE: MAY 7, 2015

DUE DATE: JUNE 8, 2015

SUBMIT TO: CITY OF WEST HOLLYWOOD BID PORTAL
([HTTP://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=22761](http://www.planetbids.com/portal/portal.cfm?companyid=22761))

TABLE OF CONTENTS

1. Introduction	
1.1 Statement of Purpose	3
1.2 General Information about the City	3
1.3 City of West Hollywood Mission Statement and Core Values	3
2. Project Information	
2.1 Project Purpose and Requirements	4
2.2 Project Questions.....	5
2.3 Description of Current Environment	8
3. Proposal Instructions	
3.1 Access to RFP	9
3.2 RFP Coordination, Communication and Questions.....	9
3.3 Schedule of Events	9
3.4 RFP Amendments.....	9
3.5 Procedure for Submitting Proposals	10
3.6 Format and Contents	10
3.7 Proposal Evaluation Factors	13
3.8 Firms Interviews and Presentations	13
3.9 Selection Process	13
3.10 General Requirements.....	14
4. Appendixes	
Appendix A - Certification of Proposal to the City	16
Appendix B - Summary Sheet.....	17
Appendix C - Sample Contract and Insurance Provisions	18

1. Introduction

1.1. Statement of Purpose

The purpose of this RFP is to solicit proposals from network integrators or manufacturers qualified to design, configure and install a complete and operational iSCSI based Storage Area Network (SAN) for the City of West Hollywood. The ideal vendor shall have experience and certifications in implementing Storage Area Network solutions in local government agencies of similar size to West Hollywood, and in larger agencies. The successful vendor shall be responsible for the final City approved design, procurement, installation and commissioning of the storage area network including development of user acceptance testing, system integration and connectivity to existing resources.

1.2. General Information about the City

The City of West Hollywood is a Council-Manager type municipality with five Council members elected at large to four-year terms on a staggered basis. Police service is contracted with the Los Angeles County Sheriff's Department and Fire protection through the Los Angeles County and Consolidated Fire Protection District.

With a population of over 35,000 and approximately 25,000 residential units in a land area of only 1.9 square miles, West Hollywood is a dense, urban community surrounded by the cities of Los Angeles and Beverly Hills. West Hollywood is home to a large immigrant Russian population, as well as one of the nation's best-known gay and lesbian communities. Relatively few children live in West Hollywood, as many of its residents are either adults with no children or senior citizens.

The City is home to the world famous Sunset Strip and hosts the Halloween Carnival in October, and the Christopher Street West Gay, Lesbian and Transgender Pride Parade and Festival in June, as well as dozens of visitor attractions that include a wide variety of restaurants and entertainment venues that cater to local residents, visitors, and tourists.

1.2 City of West Hollywood Mission Statement and Core Values

As a premiere City, we are proactive in responding to the unique needs of our diverse community, creative in finding solutions to managing our urban environment, and dedicated to preserving and enhancing its well-being. We strive for quality in all our actions, setting the highest goals and standards.

2. Project Information

2.1 Project Purpose and Requirements

The City is looking for a network integrator or manufacturer to provide a complete and operational iSCSI Storage Area Network (SAN) to replace the City's two (2) existing SANs. One of the SANs resides at City Hall and the other one is located at the City's Plummer Park Community Center. Data is replicated between the two sites using a City owned 1 Gb fiber connection. All data is replicated asynchronously.

The City currently has 23 TB of raw capacity and 18 TB of useable capacity. The proposed system must provide a minimum of 35 TB of useable space.

The system shall provide enterprise wide, fault tolerant and resilient storage solution that will support future decisions related to disaster recovery and business continuity.

The vendor shall certify that they are a Manufacturer Partner as of the date of the submission of their response to this RFP and that they are certified in the equipment they are proposing.

The vendor shall have the certification/specialization level required by the Manufacturer to support both the product sale and product pricing. The vendor shall source products directly from the Manufacturer or through the US authorized distribution channels only in order to assure full Warranty/Service support for the product being proposed.

The programming/configuration team shall have a minimum of one storage engineer certified by the manufacturer or other industry standard accreditation denoting this skillset. The engineer shall remain assigned for the duration of the Project. The assigned engineer shall be in attendance during planning sessions, project coordination meetings, and be on location at all times when equipment is configured, tested, and during migration.

The proposed solution shall include all hardware, software, licenses and other ancillary equipment and devices as required for a complete and operational iSCSI SAN solution as indicated in this RFP.

The proposed solution shall be fully compatible with VMware's current virtualization offerings.

The proposed replacement components shall be fully supported by the manufacturer for a minimum of 5 years beyond the final procurement date. The vendor shall submit pricing for support and maintenance contracts for a minimum of 5 years of support from the purchase date for all major components of the

solution proposed. Pricing shall be submitted in a yearly matrix denoting the specific costs for maintaining each major component of the infrastructure per year.

The City has 8 HP Proliant blade ESXi hosts, running in a C7000 chassis directly connected to the NS120 at City Hall (Production site) via 4 Cisco Catalyst Blade Switch 3120X for HP and 2 HP Proliant DL380 servers connected to the NS120 at Plummer Park (DR site) via a Cisco Catalyst 3750X switch. The vendor selected for this project will be responsible for connecting the existing hosts to the new storage.

The City currently uses a Cisco Catalyst 4510 at City Hall to network the iSCSI traffic between the blade center and the NS120. This 4510 is also the core switch for the City's network. The City would like to move this traffic to a dedicated Cisco 3850 switch stack (or any other appropriate Cisco switch) that will allow for redundancy. The selected vendor will be required to provide this switch stack with their proposal.

The chosen vendor will provide a rack for the SAN that is proposed to be installed at City Hall. The SAN that is installed at Plummer Park will need to fit in the existing rack where this sites NS120 currently resides. It will need to fit within 15Us amount of space. The vendor chosen will rack and install all hardware.

All proposed systems must have the ability to provide 27X7 "phone home" functionality for both hardware and software support.

The vendor chosen will migrate all City data to the new storage solution. Before doing so, a City approved "game plan" of how that migration will occur will be provided in advance.

All proposals must include training options for administering the hardware and software.

2.2 Project Questions

If the proposed solution will meet the usable space requirement using compression and/or reduplication (as opposed to spindle count) please explain your methodology.

Describe the solution's power and physical space requirements.

Describe the solution's performance monitoring and management tools and interfaces.

Does the proposed solution have an end-of-life date? If so, please document it.

Define your HA methodology. Preferred solutions will have no single point of failure.

How long has the manufacturer been in business?

If relevant, is the manufacturer still receiving VC funds? If so, what is your current cash-on-hand?

Please provide information describing your company's current financial condition a future outlook for the next 5 years.

The City runs a 2 node MS Cluster Services for our enterprise 64 bit 2008 R2 SQL servers. This type of configuration necessitates the use of RDMs. Explain how this impacts your proposed solution.

The City currently uses VMFS data stores. Should the City continue using this sort of architecture or should it consider NFS?

Please provide a detailed description of how your solution provides per virtual machine statistics as well as the type of stats available.

Please explain what backup solutions your proposal allows for if any. For example, does it leverage snapshot technology to allow for products such as Veeam to be used? The City currently uses BackUp Exec 2012 to perform all backups of VMs and physical machines. It is the City's hope that whatever solution is adopted that it will allow for using a different method of performing backups that does not require the use of clients installed on the host machine.

How does your solution replicate between devices?

Explain your methodology for migrating file data, VMs and LUNs

What options does your solution provide to address common storage problems such as disk latency?

The City currently snapshots its file system twice a day to allow users to recover document by themselves via the "Previous Versions" tab in Windows Explorer. Does your proposed solution provide for this sort of functionality?

Please describe the type of hardware and software support your proposed solution provides.

Once the contract is been executed with the selected vendor and work has been scheduled to begin, the City potentially would like to see the City Hall SAN placed into production within two months. Please explain any hurdles you see that may stop this from happening.

Most arrays use flash as a tier of disk. How long does it take before blocks of data are migrated from one tier of disk to another? Is it days, hours, seconds, milliseconds?

If an array uses flash as a cache, how long does it take for data to move from the slower SATA disk to the cache layer? Is it hours, seconds, milliseconds?

How do you enable features such as replication, compression, vaulting exchange/SQL/VMware integration, optimization, zero copy cloning, and snapshot restore capability. Are these separate features that require additional cost, licenses, or software prices?

What is the maximum number of snapshots supported per volume?

What is the maximum number of volumes supported per array?
Do you provide built in synchronization with Microsoft VSS and VMware APIs to capture consistent snapshots?

Describe all logical containers of storage capacity required to provision an iSCSI application (e.g. RAID groups, pools, volumes, LUNs)

Clearly describe the math translating raw capacity to usable capacity for a performance sensitive transactional application (such as a database), as configured according to your best practices. Be sure to highlight any space reserves recommended by your best practices (taking into account snapshot/replication protection).

Does the product ship with any pre-built templates or profiles to simplify setup for common applications?

The pricing proposal must include the following capabilities: thin provisioning, compression/dedupe (if available), built in flash, zero copy cloning, VSS/VMware integration, and replication. Specify any add-on licenses required for the listed functionality.

What is the typical failover time in the event of a single controller failure?

Once a problem has been identified with your solution, such as a failed drive, what are the typical response times?

Does your product have health status heartbeats?

How are snapshots managed on disk? How much capacity must be set aside, if any?

What type of optimization does the array use, e.g. data compression or dedupe?

How does dedupe and/or compression work with replication? What's the load on the network?

2.3 Description of Current Environment

The City's current storage/networking/server/virtualization/virtualized Windows Enterprise services/replication environment consists of the following:

iSCSI Storage:

- NS120 running a Clariion CX4
- Flare Code: 04.30.000.5.524,7.30.15 (0.44)
- Running CIFS for the Windows file system on the NS120 NAS head

Networking:

- Cisco Catalyst 4510 L3 Switch Software = Core
- Cisco Catalyst Blade Switch 3120X for HP = Blade Center
- Cisco Catalyst 3750X L3 Switch = DR

Servers:

- 4 HP Proliant BL 480c G1 blades = Production
- 1 HP Proliant BL 460c G1 blade = Production
- 2 HP Proliant BL 460c G7 blades = Production
- 1 HP Proliant BL 460c G8 blade = Production
- 2 HP Proliant DL380 G6 = DR

Virtualization:

- 7 ESXi hosts at Production running VMware Version 5 Update 1
- 2 ESXi hosts at DR running VMware Version 5 Update 1
- 16 VMFS datastores
- 2 vCenters; 1 physical server at Production and 1 virtual running at DR

Virtualized Windows Enterprise Services

- Exchange 2010
- SQL Server 2008 R2 64 bit SP1 running in MSCS
- Cisco CallManager 9.1
- Various SQL Expresses

Replication

- All data is replicated asynchronously between production and DR via City owned 1 GB link
- MirrorView used to replicate block level data
- Celerra Replicator used to replicate the file system

3. Proposal Instructions

3.1 Access to RFP

A copy of the RFP can be downloaded from this URL: <http://www.weho.org/city-hall/city-clerk/public-notices/rfp-rfq-bid-notices> The RFP can also be downloaded by registering with the City's bid portal at this URL: <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

3.2 RFP Coordination, Communication and Questions

The City's principal contact for this proposal will be Jim Duncan, Systems Engineer, (323) 848-6485, jduncan@weho.org, 8300 Santa Monica Blvd., West Hollywood, CA 90069. **Communication or solicitation with other City of West Hollywood Officials or Employees regarding any aspect of this RFP is expressly prohibited and may result in disqualification.**

As there will be a no Pre-Offer Conference, all questions concerning this RFP must be submitted online via the Q&A section of the bid management software (<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>). The official responses to questions or requests for interpretation submitted for this RFP will be posted in Q&A section of the bid management software. The cut-off for submission of questions or deviations shall be at 4:00 p.m. on the June 8, 2015. Any information resulting from questions that causes a material change in the solicitation will be posted on the Addenda & Emails section of the bid management system as an addendum.

3.3 Schedule of Events

Request for Proposal Issued	May 7, 2015
RFP questions due via the City's bid portal	May 21, 2015
Answers to questions submitted may be accessed from the City's bid portal	May 28, 2015
Proposals due online at the City's bid portal	June 8, 2015
No later than 4:00 p.m.	
Interviews with final candidates	July 13-30, 2015
Negotiation with final candidate	August 4 - 11, 2015
City Council approval of contract award	August 17, 2015
Implementation Start Date	August 24, 2015

3.4 RFP Amendments

The City reserves the right to change the RFP schedule or issue amendments to the RFP at any time. In the event the City amends the RFP, the City will extend

the Proposal Due Date commensurately. The City also reserves the right to cancel or reissue the RFP.

3.5 Procedure for Submitting Proposals

Failure to comply with the requirements of this RFP may result in disqualification. Proposals received subsequent to the time and date specified above will not be considered. Proposals must include all the sections listed below and must be indexed and numbered in the order outlined below. List your responses and/or any reference to attachments as indexed and numbered below. To assist in the evaluation of the responses, please utilize the section titles listed below. Additional relevant information may be provided by attaching a Supporting Documentation section.

A. Time, Place and Format

a. Time and deadlines

Proposals must be submitted on the City's bid portal no later than 4:00 p.m. on the date indicated in the Proposal Schedule. Proposals received after 4:00 p.m. on the date indicated in the Proposal Schedule will be rejected. The responder is solely responsible for "on time" submission of their electronic proposal. The City will only consider proposals that have been transmitted successfully and have been issued an e-bid confirmation number with a time stamp from the Bid Management System indicating that bid was submitted successfully.

b. Proposals must:

1. Must be submitted electronically on the City's bid portal (<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>)
2. All submissions must have a cover sheet that states "GIS Portal RFP" and identifies the firm.
3. All submissions must include a signed and scanned copy of Appendix A.
4. All submissions must include a completely filled out copy of Appendix B

c. Proposals must address the requirements of the RFP in the exact order set forth in this Section. They should be as concise as possible and must not contain any promotional, advertising or display material.

3.6 Format and Contents

The content and sequence of the information contained in the proposal shall include the following sections:

A. Summary Section

This section of the proposal must include a fully completed copy of the Summary Sheet (Appendix B) included with this RFP.

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Letter of Transmittal

- a. Limit to one or two pages.
- b. Briefly state the proposers understanding of the work to be done and make a positive commitment to perform the work.
- c. State why you believe you are the best qualified to perform the services requested.

D. General Information

- a. Name and address of your firm and the individual/corporate officer authorized to execute this agreements;
- b. A brief description of your firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of California.
- c. The names, experience, qualifications and applicable licenses held by the individuals primarily responsible for servicing the City and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the City.
- d. A listing of local government clients with which you have similar contracts; include the name, address and telephone number of contract person.

E. Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services. Explain how the solution that is being proposed is flexible/scalable. Show examples of how the proposed solution will provide the following:

- a. The type of performance increase the City can expect to see.
- b. The type of host level and VM level statistics that can be derived from the proposed solution.
- c. New backup options, if any that will be available to the City.

F. List of hardware and software

A detailed list of all software and hardware being proposed must be submitted.

G. Answers to questions in Section 2.2

In this section please submit your answers to the questions listed in Section 2.2.

H. Pricing of Services:

The Proposal must contain a fee schedule that includes estimated hours, rates, training and overall price for the complete project. Labor hours and equipment costs shall be denoted separately. The fee schedule shall list specific equipment by manufacturer's part number and include per unit pricing for each major component. If discounts or rebates are applied for "trade-in" equipment, the contractor shall denote the equipment being used for this purpose and assign a value to this credit (lump sum discount is acceptable) as a separate line item in the response. In addition to the complete project cost, the contractor shall submit pricing for support and maintenance contracts in a yearly format for a minimum of 5 years.

Existing equipment that is being replaced through this RFP process can be used by the vendor to enhance the overall value of the RFP costs (trade-in). Any equipment used for this purpose shall be identified by the vendor and shall not be permitted to be removed until the replacement system has been implemented and tested

- a. Fee basis should be an all-inclusive, hourly fee. Provide detailed price breakdown including fees itemized for the following staff: 1. Senior Staff; 3. Professional Staff; and 3. Clerical Staff.
- b. Pricing for any sort of licensing must be included in the proposal. Also, ongoing maintenance costs for software support must be included.
- c. The cost proposal must provide a guarantee that no additional fees beyond those proposed will be charged to the City of West Hollywood without the City's prior written consent.
- d. The City cannot accept contract clauses that include payment terms within 30 days of the invoice issuance.
- e. The City cannot accept contract clauses where the City would be required to pay any late fees, interest charges or penalties.

I. References

List similar public agencies for which your firm has provided similar services in the last five years and when performed. In a table format, show name of the organizations.

J. Certification of Proposals

Return a copy of the entire completed certification properly executed as provided for in Appendix A.

K. Firm's Insurance

The selected Firm must provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensations and Commercial General Liability in amounts consistent

with the services provided and as determined jointly by the City and the firm. Such policies should be issued by companies admitted in the State of California.

3.7 Proposal Evaluation Factors

- A. Proposals shall remain valid for 180 days from the Proposal Due Date specified in Section 3.3 until the execution of a contract by the City of West Hollywood
- B. Proposals shall be examined and evaluated by the City to determine whether each proposal meets the requirements of this RFP. No single criterion, including price, will dictate the City's ultimate selection. The relative importance of these factors involves judgment on the part of the City staff and will include both objective and subjective analysis
- C. A proposal that fails to address any one or more critical specification of the RFP will not be considered.

3.8 Firm Interviews and Presentations

Firms selected as the finalists will be required to make a presentation of their proposal to City during the RFP evaluation period. This presentation will provide Firms the opportunity to clarify their proposals to ensure thorough and mutual understanding.

3.9 Selection Process

The selection of a proposal will not be based solely on a monetary evaluation. There will also be an evaluation of each proposer's understanding of the work required and approach to this project with considerable weight being given to experience in the areas required and the track record of the proposer.

Additionally, an independent checking of references may be used to assist in selecting the finalist(s). Finalists will make a presentation of their proposal to the City. Contract negotiations will take place with the finalist.

Award will be made to the Firm offering the most advantageous proposal after consideration of all evaluation criteria set forth in this RFP. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the City after all factors have been evaluated.

A Notification of Intent to Award may be sent to any Firm selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Firms unless an agreement is reached. If contract negotiations cannot be concluded successfully,

the City may negotiate a contract with the next highest scoring Firm or withdraw the RFP.

3.10 General Requirements

A. Inclusion of Proposal

The proposal submitted in response to this RFP may be incorporated as part of the final contract with the selected Firm.

B. Right to Reject Any or All Proposals

The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the City. Where two or more firms are deemed equal, the City reserves the right to make the award to one of the two firms.

C. Withdrawal of Proposals

Firms may withdraw their proposals, without prejudice, prior to the date and time specified for proposal submission, by sending a written request to David Wilson, Director of Finance and Technology Services. No proposal received after the closing date will be considered.

D. Proposal Validity Period

Submission of a proposal will signify the Firm's agreement that the proposal is valid for 180 days from the Proposal Due Date specified in Section 3.3.

E. Expenses of Proposal Preparation

Each proposal prepared in response to this RFP shall be done at the sole cost and expense of each proposing Firm and with the express understanding that no claims against the City for reimbursement will be accepted.

F. Public Records and Right to Submitted Proposals

All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Firm will become the property of the City when received.

The City of West Hollywood is subject to California law regarding the disclosure of public records. Firms must clearly identify any information they regard as proprietary in the proposal. Any such information should be marked "Proprietary" or "Confidential." Information that is proprietary within the meaning of California

law will be withheld from any public records requests. All other information is subject to disclosure.

G. Contracts and Insurance Requirements

It is recognized that the formal basis of any agreement between the Firm and the City will be a contract rather than a proposal. The City maintains various policies related to contractual service providers. Among these are anti-discrimination, a living wage, and equal benefits policy. In submitting proposals, Firms must indicate that they are prepared to comply with City ordinances and policies. As part of the contract or during contract negotiations, the City may request that the selected firm sign a statement affirming its compliance with these policies. In addition, insurance will be required as part of the contract. Appendix C includes sample contract provisions and insurance requirements.

Appendix A
Certification of Proposal to the City

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated May 7, 2015 and to be bound by the terms and conditions of the RFP.
2. The Firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Firm and that the Firm is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposals, dated May 7, 2015.
5. This Firm has carefully read and fully understands all of the items contained in the General Requirements. The Firm agrees to all of the General Requirements except for those listed on an attachment.
6. The proposal by this proposer is an irrevocable offer and shall be valid for 180 days from **June 8, 2015**.

Name of Firm: _____

By: _____

(Authorized Signature)

Type Name: _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Date: _____

Appendix B
Summary Sheet

Firm Name: _____

Address: _____

Telephone: _____ Fax: _____

Number of years in existence: _____

Management person responsible for direct contact with the City and services required for this Request for Proposal (RFP):

Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

Person responsible for day-to-day servicing of the project:

Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

Location (address) of closest office to the City of West Hollywood

Attach brief biographies/resumes, including experience with local governments, for all responsible person(s) assigned to the RFP and to the City of West Hollywood.

Appendix C
Sample Contract and Insurance Provisions

“INDEMNIFICATION. 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, cost (including without limitation reasonable attorney’s 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 attorney’s 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.

“EQUAL BENEFITS ORDINANCE, No. 03-662. The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor’s employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.”

“LIVING WAGE ORDINANCE, No. 97-505. The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.”

“NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.”

“RESTRICTIONS: Arab League Boycott of Israel. The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.”

GOVERNING LAW This Agreement shall be governed by the laws of the State of California.

ARBITRATION The City does not accept clauses that include arbitration.

LIABILITY The City does not accept clauses that limit either party's liability to the contract amount.

INSURANCE PROVISIONS

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 Coverage.** The CONSULTANT shall maintain Workers’ Compensation Insurance and Employer’s Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONSULTANT shall require any and every subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California for all of the subcontractors’ employees. Any notice of cancellation or nonrenewal 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 CONSULTANT for City.

This provision shall not apply if the CONSULTANT has no employees performing work under this Agreement. If the CONSULTANT has no employees for the purposes of this Agreement, the CONSULTANT shall sign the “Certificate of Exemption from Workers’ Compensation Insurance.”

2) **General Liability Coverage.** The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) 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 three hundred thousand dollars (\$300,000) combined single limit for each occurrence.

- A) The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents
- B) 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.
- C) The insurance provided by the policies cited in Sections Workers Compensation Coverage, General Liability Coverage, and Automobile Liability Coverage above shall not be suspended, voided, or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days written notice shall be provided.
- D) **Deductibles and Self-Insured Retentions.** 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) **Evidence of Insurance.** Upon the request of the CITY, the CONSULTANT shall provide evidence of the insurance coverage required herein. Insurance shall be in force on or before commencement of performance of this Agreement. Upon the request of the CITY, current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F) **Failure to Procure Insurance.** 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.

The cost of such insurance shall be borne by the Firm. Specific insurance provisions will be delineated in the contract between Firm and City.