

DATA, TELECOMMUNICATIONS & FIBER CABLING SERVICES FOR CITY OF WEST HOLLYWOOD



Request for Proposals (RFP)

Release Date: Friday, December 16th, 2016

Deadline for Submissions: Monday, January 23rd, 2017

Submit to: Please use the City's website to submit your proposals
<http://www.weho.org/city-hall/city-departments/public-works/bids>

NOTICE REGARDING DISCLOSURE
OF
CONTENTS OF DOCUMENT

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 Vendor 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. Proposers 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.

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**REQUEST FOR PROPOSALS
FOR
AS-NEEDED DATA, TELECOMMUNICATIONS & FIBER CABLING
SERVICES FOR CITY OF WEST HOLLYWOOD**

1. INTRODUCTION

1.1 STATEMENT OF PURPOSE

The City of West Hollywood (the “City”) is seeking statements of qualifications and proposals from qualified firms that are interested in providing the City with as-needed data, telecommunications and fiber optic cabling services. The objective of this Request for Proposals solicitation is to identify the most qualified, responsive and responsible firms to provide these services over the course of a proposed three (3) year as-needed contract period.

1.2 ABOUT THE CITY OF WEST HOLLYWOOD

The City of West Hollywood is a mid-size city located in Los Angeles County. Incorporated in 1984, the City serves an area of approximately 1.9 square miles and a population of approximately 35,000 with approximately 25,000 residential units. The City’s fiscal year begins July 1st and ends June 30th.

The City is a general-law city under California law which contracts for many of its major services, such as police and fire, as well as employing approximately 210 FTE employees. The City operates under a Council/Manager form of government. The five members of the Council serve 4 year terms and are elected in staggered elections every 2 years.

The City has an annual operating budget of eighty million dollars. West Hollywood is a place that’s proud to stand out. The progressive spirit and creativity of the people who live, work and play here has put West Hollywood at the leading edge of culture, entertainment and design. The City is home to the world famous Sunset Strip and hosts the annual 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.

1.3 THE CITY OF WEST HOLLYWOOD’S MISSION STATEMENT

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.

For more information on the City’s Mission Statement or our Primary Strategic Goals or Ongoing Strategic Programs, you can request a copy of the Vision 2020 Strategic Plan from the

City Clerk's office by calling (323) 848-6400 or electronically by clicking West Hollywood Strategic Plan on City Services and Information pages of www.weho.org.

2. SCOPE OF SERVICES

2.1 INTENT

The intent of these specifications is to provide information on as-needed data, telecommunications and fiber optic cabling services that may be required by the City.

2.2 DESCRIPTION OF PROJECT

The contractor shall furnish all material, labor, equipment and supervision necessary to perform the as-needed cabling services at various City locations as requested by the City. Projects may also encompass outside plant ("OSP") copper or fiber optic cabling.

2.3 SERVICES LEVEL

Service is available 24 hours per day, 7 days per week and 365 days per year. Contractor shall use its best efforts to respond to emergency outages reporting within a four (4) hour period and non-emergency events within 48 hours.

2.4 LEVEL OF MAINTENANCE

All work shall be performed in accordance with the HIGHEST INDUSTRY STANDARDS. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the sites.

If, in the judgment of the City, the level of maintenance is less than that specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and the City. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at the City's sole discretion, result in deduction of payment for that date, week, or month. Payment will be retained for work not performed until such time as the work is performed to City standard.

The Contractor is required to correct deficiencies within the time specified by the City. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

2.5 WORKMANSHIP AND SUPERVISION

All work shall meet with the approval of the Project Administrator. Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful project completion.

Contractor shall maintain a California C-7 Low Voltage Systems Contractor license at all time for the duration of the agreement.

Maintain all work sites free of hazards to persons and/or property resulting from the Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to the City. Contractor shall be responsible for removing and cleaning any and all debris that occurs as a result of its operations under this Agreement.

Contractor shall be responsible for removing and cleaning any and all debris that occurs as a result of its operations as a result of services requested in this scope of work.

Contractor shall comply with all hazardous materials disposal laws, rules, regulations and ordinances.

Contractor shall be compensated for reasonable and allowable materials costs detailed on the Proposal Pricing Form and/or otherwise incurred under a particular letter proposal. Materials costs must be substantiated with invoices submitted by the contractor for materials used in performing the approved tasks issued under the subject letter proposal.

- Contractor markup on materials required to perform the services described herein shall be fixed for the term of the agreement. In no case, shall contractor's mark up for materials exceed fifteen percent (15%).
- Receipts will be required and shall be provided by the Contractor to substantiate costs incurred by the contractor for all materials included in each invoice submitted to the City for payment.

2.6 QUALITY OF MATERIALS

The actual cost of all materials passed on to the City shall be wholesale cost of the material, plus the maximum overhead identified in the billing rates. The wholesale cost shall be the actual cost paid by the Contractor reflecting the best price, including discounts available. Receipts shall be required for reimbursements. City reserves the right to specify what type of material and will be purchased per project. All material purchases shall be preapproved by the City's Project Administrator. At no time shall the cost of materials exceed retail cost plus the approved overhead charge identified.

The City reserves the right to purchase materials directly and make them available to the Contractor. In the event the City exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all City practices and procedures.
- All City purchases will be for the sole expressed use of and for the City.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives. All materials and inventories shall be made available to the City upon request.

2.7 PROJECT ADMINISTRATION

For these service requests, Contractor shall follow the protocol established in this Agreement in regards to service deployment, including issuing Letter Proposals for each request and not commencing work until authorized by the Information Technology Manager, or his designee. Any and all services performed for the City shall be charged at the rates indicated in the Executed Agreement or better.

Based on the results of this solicitation process, the City will enter into a three-year as-needed, on-call contract with the highest-qualified contractor(s). On-call contracts do not guarantee or imply any specific quantity of work over the proposed three-year contract period. When the need for services arises, the City shall request in writing or via email, the necessary maintenance repair services required in adequate detail. Contractor shall then provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

- A detailed description of the Services to be provided;
- The estimated number of hours and cost to complete the Services; and
- The time needed to finish the specific Project.

The City will assess the Letter Proposal to ensure that services and costs proposed are commensurate with those provided in the Contractor's RFP response. No Services shall be provided until the City has provided written or email acceptance of the Letter Proposal. Once authorized to proceed, Contractor shall diligently perform the duties in the approved Letter Proposal.

Contractor shall diligently perform all the services described in the Scope of Services As a material inducement to City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and Contractor is experienced in performing the Work contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest industry standards in performing the Work required hereunder and that all materials will be of good quality. For purposes of this Agreement, the phrase

"highest industry standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

2.8 CABLING SERVICES

Contractor shall:

- Provide services including, but not be limited to, cabling, patch panels, voice and data outlets, conduit, equipment racks and ladders, testing | labeling and documenting.
- Acknowledge that the City's buildings have a wide variation of age, condition and construction methods. Cable routing may involve transitions through various space such as hard-lid and suspended ceilings, under floors and through walls of various construction. Cabling must be routed efficiently, but also neatly, using existing cable routes.
- Ensure that the allowable bend radius for specified cable is not exceeded.
- Avoid cable splices unless absolutely necessary. City must give written approval for any splicing and reserves the right to reject any splicing request.
- Support cable bundles with a J-hook or trapeze system for all horizontal cables at four-foot intervals maximum; ensure that cables no not rest on acoustic ceiling grids or panels.
- Ensure that cable is installed above all fire sprinklers; not attached to any ancillary equipment or hardware; does not interfere with any valves, fire alarm conduit, boxes, or other control devices; is not attached to ceiling grid or lighting support wires.
- Install clips to properly support the cabling.
- Terminate connections for each specific project as directed by the City.
- Utilize a labeling scheme as directed by the City.

2.9 TESTING

Contractor shall:

- Ensure that all test equipment meets or exceeds the cable manufacturer's requirements.
- Test all installed components according to the cable manufacturer's requirements.
- Retest any failures of rests at Contractor's sole expense.
- Replace any failed cable as Contractor's sole expense.
- Provide and printed or electronic copy of the rest results to the Project Manager.

2.10 LABOR AND MATERIALS

Contractor shall provide all labor, materials, and tools required for the provision of the required services.

Contractor shall provide all storage space needed for performance of this work in an off- site location. City facilities shall not be used for the storage of any material, tools or equipment required to perform this work.

All materials shall be new, high grade (commercial grade), free of defects, suitable for the specific purpose intended, and subject to the review and approval of the Contract Administrator or his designee.

Certain small parts, such as wire, nuts, bolts, screws, tape and other consumables shall be included as overhead in the labor cost quoted for a project.

All guarantees and warranties obtainable by the contractor from manufacturers and vendors of equipment, in the performance of this contract, shall be extended to the City to the full extent of their terms.

3. INVITATION FOR PROPOSALS

3.1 ACCESS TO RFP

The City of West Hollywood (the “City”) is soliciting proposals from qualified vendors for products and services associated with the City’s low-voltage telecommunication network cabling infrastructure. The City is seeking vendors from which to purchase equipment and products as well as provide installation and configuration. Installation and configuration may occur at either City Hall or one of our off-site locations.

Parties interested in responding are required to submit their proposals using an electronic bid management system. The link to the system is below. 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. All proposals have to be successfully submitted no later than 4:00 PM (PT) on Monday, January 23rd, 2017.

<http://www.weho.org/city-hall/city-departments/public-works/bids>

If the link above does not work please use the link below.

<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

There will be a no pre-bid Conference. All questions concerning this solicitation must be submitted online via the Q&A section of the bid management software. The official responses to questions or requests for interpretation to this solicitation will be posted on the Q&A section of the bid management software. The cut-off date for submission of questions or deviations shall be on Monday, January 9th, 2017. 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.

Responding parties and the winning proposal will not be disqualified from bidding on future projects that may arise as part of the recommendations made in the resulting strategic plan.

Proposal close date is 4:00 PM (PT) on Monday, January 23rd, 2017. The City will not be responsible for late submissions of any kind.

3.2 RFP COORDINATION, COMMUNICATION AND QUESTIONS

The City's principal contact for this proposal will be Jim Duncan, Systems Engineer, 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 PM (PST) on Monday, January 9th, 2017. 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 | December 16, 2016 |
| RFP questions due via the City's bid portal | January 9, 2017 |
| Answers to questions submitted may be accessed from the City's bid portal | January 17, 2017 |
| Proposals due online at the City's bid portal | January 23, 2017 |
| RFP evaluation | February 13-17, 2017 |
| Negotiation with final candidate | February 27- March 3, 2017 |

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

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 "AS-NEEDED DATA, TELECOMMUNICATIONS & FIBER CABLING SERVICES FOR CITY OF WEST HOLLYWOOD" and identifies the firm.

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 FORMATS AND CONTENTS

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

A. Executive Summary

Provide a letter of introduction signed by an authorized representative of the firm (2-3 pages maximum) that provides an executive summary of the firm's experience relevant to the scope of work described in the RFP and describes why the firm would be of service to the City of West Hollywood on this project. State why you believe you are the best qualified to perform the services requested.

B. Table of Contents

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

C. 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. How long has your company been in business doing work similar to the scope of service described in this RFP?
- d. 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.
- e. Will the firm be using subcontractors or its own employees to perform service described in this RFP?
- f. How many technicians does your firm have on staff?
- g. If the City should select you as vendor, what would your typical response time to scheduled requests be?
- h. Please describe an example from past experience when you responded to an emergency outage. What was the issue how was it resolved and how long did it take to resolve the issue?
- i. Please provide detailed description of value added services that differentiate your company from competitors. Please provide information that will enable us to evaluate your company's capabilities.

D. Project Approach

Once a service request is received by your firm, what is your firm's process leading to service delivery? How much time does it take your firm to mobilize and deploy after a request is received? (NOTE: any service times quoted will be verified with references.) Provide a description of the equipment and personnel your firm possesses that can adequately address this project.

E. Pricing of Services:

Provide a cost breakdown of your services, showing the cost for each part of the scope of work and any additional costs. This information shall be followed by narrative which

shall describe and justify the proposed costs, and include an estimate of staff allocations, estimated hours, rates per assigned staff and an estimate of total billable hours. Also identify any assumptions you have built into your costs (e.g., City performance of any work elements, availability, etc.). The City cannot accept contract clauses that include payment terms within 30 days of the invoice issuance. The City cannot accept contract clauses where the City would be required to pay any late fees, interest charges or penalties.

The Contractor will perform CITY specified cabling projects which will include but shall not be limited to copper and fiber cabling for both voice and data.

Contractor is advised that the unit prices will enter into the determination of the contract selection. Unreasonable prices may result in the rejection of the entire bid proposal.

The unit price quoted by the Contractor shall be those unit prices that will be charged for labor regardless of the total number units and/or amount of labor required to complete the project.

All work shall be performed in accordance with specifications described in the RFP. Fill out the table below and add any additional services, rates and descriptions/conditions as you deem necessary to best describe your firm's ability to meet the scope of this RFP.

| OSP COPPER\FIBER SPECIALIST | | |
|-----------------------------|------------------|--|
| Type | Rate | Description/Conditions (Describe when this rate applies, if applicable) |
| Normal Service Hours: | \$_____ per hour | |
| After Hours: | \$_____ per hour | |
| Double-Time Hours: | \$_____ per hour | |
| Holiday Hours: | \$_____ per hour | |

| | | |
|------------------------------|---------------------|--|
| Splice 1 – 24 Optical Fiber: | \$ _____ per splice | |
|------------------------------|---------------------|--|

| MISC CONDITIONS | |
|--|-------------|
| Minimum Hours Billed Per Service Call: | _____ hours |
| Response Time (Non-Emergency): | _____ hours |
| Response Time (Emergency): | _____ hours |
| Materials Mark-Up Rate: | _____ % |

F. References

Provide at least three (3) references for which your firm has performed similar services. Provide a brief synopsis of the services performed, and contact information for each reference. Emphasis will be placed on references that are local government entities. The City reserves the right to contact any references provided.

- Company Name
- Contact Person at that Company
- Their Phone Number and Email Address
- Brief Description of the Project
- Dollar Value of the Project

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.

| Evaluation Criteria | Portion |
|--|-------------|
| 1. Qualifications and experience of the proposer. Proposer must show recent experience in conducting work for contracts of similar scope, complexity, and magnitude, particularly for government agencies. | 50% |
| 2. The Contractor’s ability to provide services as outlined in the Scope of services. | 20% |
| 4. The proposed Project costs. | 26% |
| 5. Local West Hollywood Business | 4% |
| Total | 100% |

3.8 FIRM INTERVIEWS AND PRESENTATIONS

Firms selected as the finalists may 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 A includes a template of the City contract with all the provisions and insurance requirements.

Appendix A
City of West Hollywood Agreement for Services

This Agreement is made on this [REDACTED]th day of [REDACTED], 2016, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
 - 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
 - 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20[REDACTED] unless extended in writing in advance by both parties.
 - 3. **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 satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
 - 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$[REDACTED] for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
 - 5. **CONTRACT ADMINISTRATION.**
 - 1. **The CITY's Representative.** Unless otherwise designated in writing, [REDACTED], shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 2. **Manager-in-Charge.** For the CONTRACTOR, [REDACTED], shall be in charge of the project on all matters relating to this Agreement and

any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. **TERMINATION.**

1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** CONTRACTOR 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 attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'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 CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR 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 CONTRACTOR 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.

8. **INSURANCE REQUIREMENTS.**

1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR 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 CONTRACTOR 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 subcontractor's 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.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

8.1.2. **General Liability Coverage.** The CONTRACTOR 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.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR 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. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
 - 8.2.1. "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 CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 - 8.2.2. 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.
 - 8.2.3. 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.
 - 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
 - 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
 - 8.2.6. 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.
 - 8.2.7. The insurance provided by this policy 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.

- 8.2.8. Contractor 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.
3. **Self Insured Retention/Deductibles.** All 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 Owner (as the named insured) should Owner 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. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner’s behalf upon the Owner’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 Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.
4. **Certificates of Insurance.** The CONTRACTOR 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. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
 2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
 3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **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, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color,

national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. **LIVING WAGE ORDINANCE.** 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.
14. **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.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The

CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069-6216

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 20____.

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk