

REQUEST FOR PROPOSALS



SUBJECT: NETWORK INFRASTRUCTURE REFRESH AND NETWORKING MANAGED SERVICES

ISSUE DATE: APRIL 10, 2017

DUE DATE: MAY 3, 2017

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

1. Introduction

1.1. Statement of Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified network integrators or manufacturers to perform a turnkey replacement of the majority of the City of West Hollywood's aging network equipment. Also, the same vendor will provide managed services, via a contract with the City for a to be determined length of time, for all equipment provided as well as equipment not being replaced. Finally, the vendor chosen will provide network design and implementation services for future network projects. The ideal vendor shall have experience and certifications in deploying and configuring network equipment and services in local government agencies of similar size to West Hollywood or larger. The successful vendor shall be responsible for the final City approved design, procurement, installation and commissioning of all networking equipment deployed including development of user acceptance testing, system integration and connectivity to existing resources. The overall goal of this RFP is to procure industry tested and best of breed equipment as well as long-term, comprehensive, reliable, timely, proactive network management and support that will promote the mission of the City of West Hollywood in serving its citizens.

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 Networking Equipment Requirements

One of the goals of this RFP is to contract with a single Proposer who will provide all of the networking equipment listed below as well as provide engineering, and installation support services for the City:

Item Name	Function	WeHo Location(s)	Qty
Cisco 3845	Core router	City Hall	1
Cisco 2851	PRI router	City Hall	1
Cisco 1861	Offsite router	WeHo Park CATV Office, Plummer Park, Maintenance Office	3
WS-C4510R-E	Core switch	City Hall (MDF)	1
WS-C3750G-24TS-S1U	DMZ switch stack	City Hall (MDF)	2
WS-C3560-48PS-S	Access switch	WeHo Park Office, Plummer Park, WeHo Park CATV Office	3
WS-C3750-24PS-S	Access switch	WeHo Park Pool Office	1
WS-C3750-48PS-S	Access switch stack	City Hall (IDF)	8
WS-C3750-48PS-S	Access switch stack	City Hall (MDF)	5
WS-C3560-8PC-S	DMZ switch DR site	Plummer Park	1

Equipment specifications submitted must be able to provide existing levels of services as well as any new services that may be requested in this RFP. Also, notwithstanding any of the specific details described within this document, it will be the obligation of the selected vendor to adhere to accepted industry standard methods and practices

The following is a description of existing services found on the City's networks. All services listed must be implemented by the vendor chosen by the City:

- The City uses VRF Lite technology to provide routing for devices on the City's guest networks. The way this works, is if any computer fails port level authentication it is put on a guest vlan by the City's Cisco Access Control Server. The guest vlan will use the VRF Lite routes to route across the WAN and out to the Internet.
- On all access switches, the City uses 802.1x port authentication which is enforced by the City's Cisco Access Control Server
- On all access switches, the City runs BPDU Guard
- The City uses Cisco CallManager (9.1) to provide VoIP for staff use as well as Microsoft Unified Messaging server for voicemail and auto attendants.
- At all offsite City facilities, the City uses Cisco Survivable Remote Site Telephony (SRST) to provide 911 address information as well as the ability to provide offsite phone system "resiliency" in case of a network outage
- The Cisco 2851 being replaced is used for the City's 2 PRI circuits. Whatever equipment is proposed must be able to accommodate the existing PRI circuits. Also, this equipment will need to be capable of accommodating SIP trunks for possible future use.
- Port mirroring on the core switch and access switches
- Cisco IP SLA service to fail over to alternate routes when certain conditions are met
- All City switches provide POE power
- Must be able to provide network flow data from various pieces of networking equipment
- Must work with existing networking equipment and services that are NOT being replaced by this RFP. This includes the following:

- Cisco ASA firewalls
- Cisco 3850 and 3750x switches
- Cisco 2900 and 3900 routers
- Cisco VG 224 analog gateway
- Cisco ACS
- Cisco Wireless LAN Controller
- Websense security appliance

The City is open to proposals that are not Cisco sourced. However, any non-Cisco proposal must provide details of the equipment's ability to work with remaining Cisco devices.

The vendor must provide a detailed "game plan" on how existing configurations and services will be migrated to the new equipment. Examples of items that must be migrated include but are not limited to the following:

- All existing running configs
- All existing Access Control Lists (ACL)
- All existing routes including VRF routes
- All existing DHCP scopes
- All 802.1x port configurations

Any access switch proposed must be able to accommodate 10/100/1000 Ethernet

Any equipment proposed must include a redundant power supply solution for the equipment.

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 City will NOT accept any proposals that involve refurbished or pre-owned equipment.

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 8 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.

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

As part of System testing, the awarded proposer shall demonstrate to The City:

- All purchased System(s) features operate properly
- All switching and routing functions operate properly
- All existing services that are detailed in this RFP are operating properly
- All VoIP related services, including PRIs, are operating properly

- All 802.1x services are operating properly

2.2 Networking Equipment Questions

For the solution being proposed, what hardware/software maintenance programs available to the City?

The City uses a mix of EIGRP and static routes for routing. Will the solution being proposed include the use of these protocols or are other methods being proposed? If going away from EIGRP, please provide detail on what dynamic protocol is being proposed.

If relevant, please detail any “trade in” offers that the City could possibly take advantage of by going with what is being proposed.

2.3 Description of Current Networking Environment

The City's current networking and telecommunications environment consists of the following:

City Hall, 8300 Santa Monica Blvd, West Hollywood CA, 90069

LAN/Data Systems:

- The Local Area Network consists of a mix of 10/100 and 10/100/100 switched Ethernet
- 1 Cisco 4510R-E L3 is the City's core switch and is located in the 1st floor MDF. It provides data access to servers and critical routing functions
- 1 Cisco Catalyst 3750-48PS POE switch stack 10/100 with 5 switches, provide data access to staff in the 1st floor MDF
- 1 Cisco Catalyst 3750-48PS POE switch stack 10/100 with 8 switches, provide data access to staff on the 2nd and 3rd floors and resides in the 3rd floor IDF closet
- 1 Cisco 3845 router is the City's core router and is located in the 1st floor MDF. It provides connectivity to P2P T1's that the City maintains as redundant WAN connections to other City Facilities.
- 1 Cisco Catalyst 3750-24PS POE switch stack with 2 switches, provide data access for DMZ servers and the ASA firewalls in the 1st floor MDF
- 1 Cisco 2851 router accommodating 2 PRI circuits in the 1st floor MDF. These PRIs also provide the address information for City Hall that is submitted to 911 Emergency
- 2 Cisco VG224 Analog Voice Gateway routers in the 1st floor MDF (Please note, that this piece of equipment will NOT be replaced as part of this RFP)

- 2 Cisco 5515x ASA firewalls in the 1st floor MDF(Please note, that this piece of equipment will NOT be replaced as part of this RFP)
- 1 Cisco 3925 router that provides connectivity to the Internet in the 1st floor MDF(Please note, that this piece of equipment will NOT be replaced as part of this RFP)
- 2 Cisco 5508 Wireless LAN Controllers providing wireless access for staff located in the 1st floor MDF(Please note, that this piece of equipment will NOT be replaced as part of this RFP)
- 2 Cisco 5.2 Access Control Servers providing 802.1x port level authentication for all computers trying to access the network in the 1st floor MDF (Please note, that this piece of equipment will NOT be replaced as part of this RFP)

Voice Communications:

- Cisco CallManager (9.1) resides in the City's virtual environment
- A combination of 417 Cisco 7945 2 button phones and Cisco 7965 6 button phones and 8 Cisco 8831 speakerphones
- 2 Microsoft Exchange 2010 Unified Messaging servers providing voicemail

Cable Infrastructure:

- 8 strand multimode Fiber optic cable gigabit backbone connects the 1st floor IDF 3750 access switch to the 4510 core switch in the MDF.
- 10 strand multimode Fiber optic cable gigabit backbone connects the 3rd floor IDF 3750 access switch to the 4510 core switch in the MDF.
- Connectivity to the work station outlets is via two (2) Data CAT 5 at all locations
- 4 strands of single mode Fiber optic cable provide a gigabit connection between City Hall and Plummer Park
- 4 strands of single mode Fiber optic cable provide a gigabit connection between City Hall and West Hollywood Park/Library

Virtual/Storage/Server environment:

- The City is a VMware 6.x "shop "
- The City has 6 ESXi hosts running on HP blades in production and 2 ESXi hosts at the City's DR site
- The City uses 2 EMC VNX 5200 SANs for shared storage

Plummer Park, 7377 Santa Monica Blvd, West Hollywood CA, 90046

LAN/Data Systems:

- 1 Cisco 1861 router located in the 1st floor IDF provide SRST for the site, VRF Lite and access to a P2P T1 used a redundant connection to the WAN
- 1 Cisco Catalyst 48 port C3560-48PS-S POE 10/100 Ethernet switch located in the 1st floor IDF provide data access to staff. It works with the City's ACS for 802.1x port level authentication
- 1 Cisco Catalyst 8 port C3560-8PC-S POE 10/100 Ethernet switch located in the 1st floor IDF providing connectivity to the edge router for the active/passive Cisco ASA firewalls. (NOTE: this edge router is connected to a redundant Internet connection that is only used in a DR setting. This router will NOT be replaced as part of this RFP)
- 1 Cisco Catalyst 48 port 3750X POE 10/100/1000 Ethernet switch located in the 1st floor MDF provide data access to staff. It works with the City's ACS for 802.1x port level authentication (NOTE: this device will NOT be replaced as part of this RFP)
- Internet/WAN access for this site is achieved by going over a single mode fiber link that goes back to City Hall and then out to the Internet

Voice Communications:

- Staff uses a mix of Cisco 7945 2 button and 7965 6 button phones that communicate to the CallManger at City Hall
- POTS lines connected to the SRST router provide 911 address information as well as the ability to provide offsite phone system "resiliency" in case of a network outage

Cable Infrastructure:

- 4 strands of single mode fiber connect from the Plummer Park 3750 to the core 4510 switch located in City Hall
- Connectivity to the work station outlets is via at least two (2) Data CAT 5 or CAT 5e at all locations

Maintenance Office, 7317 Romaine, West Hollywood, CA 90046

LAN/Data Systems:

- 1 Cisco 1861 router providing SRST for the site, VRF Lite and access to the WAN via a P2P T1
- 1 Cisco Catalyst 48 port C3560-48PS-S POE 10/100 Ethernet switch providing data access to staff. It works with the City's ACS for 802.1x port level authentication
- Internet/WAN access for this site is achieved by going over the P2P T1 that goes back to City Hall and then out to the Internet

Voice Communications:

- Staff uses Cisco 7945 2 button phones that communicate with the CallManger at City Hall

- POTS lines connected to the SRST router provide 911 address information as well as the ability to provide offsite phone system “resiliency” in case of a network outage

Cable Infrastructure:

- Connectivity to the work station outlets is via at least two (2) Data CAT 5 or CAT 5e at all locations

West Hollywood Park CATV Office, 647 San Vicente Blvd West Hollywood, CA 90069

LAN/Data Systems:

- 1 Cisco 1861 router providing for the entire West Hollywood Park site SRST, VRF Lite and access to a P2P T1 used a redundant connection to the WAN
- 1 Cisco Catalyst 48 port C3560-48PS-S POE 10/100 Ethernet switch provides data access to staff. It works with the City’s ACS for 802.1x port level authentication
- Internet/WAN access for this site is achieved by going over a single mode fiber link that goes back to City Hall and then out to the Internet/WAN. This single mode link is located in the West Hollywood Library (625 San Vicente Blvd, West Hollywood, CA 90069). A multimode fiber link that is trunked from the Library to the 48 port Cisco Catalyst located in this location. This path is the default path to the WAN and Internet for the entire West Hollywood site

Voice Communications:

- Staff uses Cisco 7945 2 button phones that communicate with the CallManger at City Hall
- POTS lines connected to the SRST router provide 911 address information as well as the ability to provide offsite phone system “resiliency” in case of a network outage

Cable Infrastructure:

- 4 strands of multimode Fiber optic cable provide a gigabit connection between West Hollywood Park and the West Hollywood Library
- Connectivity to the work station outlets is via at least two (2) Data CAT 5 or CAT 5e at all locations

West Hollywood Park Office, 647 San Vicente Blvd West Hollywood, CA 90069

LAN/Data Systems:

- 1 Cisco Catalyst 24 port C3750-24PS-S POE 10/100 Ethernet switch provides data access to staff. It works with the City's ACS for 802.1x port level authentication
- Internet/WAN access for this site is achieved by going over a trunked copper Ethernet connection from the Cisco Catalyst 24 port switch in this office to the Cisco 1861 router in the CATV office.

Voice Communications:

- Staff uses Cisco 7945 2 button phones that communicate with the CallManger at City Hall

Cable Infrastructure:

- 1 trunked copper Ethernet connection from the Cisco Catalyst 48 port switch in this office to the Cisco 1861 router in the CATV office
- Connectivity to the work station outlets is via at least two (2) Data CAT 5 or CAT 5e at all locations

West Hollywood Park Pool, 647 San Vicente Blvd West Hollywood, CA 90069

LAN/Data Systems:

- 1 Cisco Catalyst 48 port C3560-48PS-S POE 10/100 Ethernet switch provides data access to staff. It works with the City's ACS for 802.1x port level authentication
- Internet/WAN access for this site is achieved by going over a trunked copper Ethernet connection from the Cisco Catalyst 48 port switch in this office to the Cisco 1861 router in the CATV office.

Voice Communications:

- Staff uses Cisco 7945 2 button phones that communicate with the CallManger at City Hall

Cable Infrastructure:

- 1 trunked copper Ethernet connection from the Cisco Catalyst 24 port switch in this office to the Cisco Catalyst 48 port switch in the West Hollywood Park office.
- Connectivity to the work station outlets is via at least two (2) Data CAT 5 or CAT 5e at all locations

2.4 Additional Equipment/Service Details

4510 Core switch:

- 3X 10/100/1000BaseT (RJ45) V E Series with 48 10/100/1000 baseT PoE ports
- 2X Supervisor 6-E 10GE (X2), 1000BaseX (SFP) with 2 10GE X2 ports

- 1X Line card (slot 4)", DESCR: "10GE (X2), 1000BaseX (SFP) with 6 10GE X2 ports
- 2X 2800 W power supplies
- All GBICs configured to do 1 GB
- GBICs consist of a combination of multimode fiber up links to the access switch stacks and single mode fiber connecting 2 offsite locations (Plummer Park, Library/WH Park)

3750 switch stacks:

- DMZ: 2X 24 1 GB Ports and using no GBICs
 - Total number of ports in stack: 48
- MDF: 4X 48 10/100 ports and 1X 48 1GB Ports
 - Total number of ports in stack: 240
- IDF: 8X 48 10/100 ports
 - Total number of ports in stack: 384
- All ports are POE capable
- The MDF and IDF switch stacks are provided power via 2 Cisco Redundant Power System 2300s

3845 core router

- 6X WAN Interface Card - DSU/CSU T1 Fractional (V2)", DESCR: "WAN Interface Card - DSU/CSU T1 Fractional (V2)
- 2X Gigabit Ports

2.5 Networking Managed Services Requirements

The City is looking for a vendor that will provide offsite, 24X7X365 monitoring of all City networking equipment and Cisco VoIP environment. The following is a list of requirements that the City expects from the vendor chosen:

- Remote support as well as onsite technical support, when required
- Be City IT staff's "first call" when a networking related issue is discovered
- Must be able to provide appropriate notification of events to staff based upon an escalation list established by the City and the vendor
- All labor for repairs and/or monitoring must be included with the cost of this service, i.e. "no hidden costs"
- 24 hour response for "routine" events 5 AM to 5 PM M-F
- 4 hour response time for "major" events
- Unlimited major event remote service calls, e.g. Priority 1 and 2 events
- Unlimited routine event remote service calls, e.g. Priority 3 and 4 events
- Vendor to coordinate field engineering dispatch staff using the City's OEM/SmartNet contracts
- Monthly stewardship meetings between vendor's technical staff and City IT staff

- Must install all mandatory security patches, bug fixes and maintenance releases on any City owned network device that is covered by this service
- Provide proactive network management 24X7X365, e.g. nightly backups of all networking configs
- Provide fault isolation and resolution
- Provide 24X7X365 Cisco CallManager and Cisco IP Phone management
- Provide formal and informal engineering analysis and consultation
- Provide an online trouble/event ticketing system

Please note, that the City will always maintain the appropriate level of vendor hardware/software maintenance on any piece of equipment being supported by the vendor's managed services.

2.6 Networking Managed Services Questions

- To provide appropriate support and monitoring, will the vendor have to install any equipment, both physical or virtual, on the City's network?
- Will the vendor perform daily backups all network configs? If "yes" will these backups be stored offsite for the City?
- What are the levels that are used to describe events? For example a "Priority 1" event would be considered a "high impacting" event.
- What are the Service Level Objectives provided by your proposed service? For example, how quickly will you respond to a severe production impacting event?
- Please explain where your NOC(s) are located. Do you have field staff located in the greater Los Angeles area?
- Describe how your work order/trouble ticket system operates. Will the City have an opportunity to add our own internal ticket numbers to the vendor's?

2.7 Professional Services for Future City Networking Projects

It is the City's intention to use the vendor chosen from this RFP to provide network design and implementation services for future projects. These projects will run the gamut of installing a single network switch in a closet to setting up the networking for a new offsite location. For example, in the fall of 2018, the City will be well into the process of constructing a new Recreation Center at one of our larger parks. The vendor chosen for this RFP will do all of the networking design and implementation to bring this site online.

2.8 Other Alternatives and Considerations

The vendor may wish to make additional suggestions regarding network architecture, products, and/or directions. If so, please specify them under this heading. Please note that The City reserves the right to solely determine the viability of any alternatives proposed.

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 11:59 p.m. on the May 3, 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	April 10, 2017
RFP questions due via the City's bid portal	April 19, 2017
Answers to questions submitted may be accessed from the City's bid portal	April 26, 2017
Proposals due online at the City's bid portal	May 3, 2017
No later than 11:59 p.m.	
Interviews with final candidates	May 15 - 18, 2017
Negotiation with final candidate	May 22 – June 4, 2017
City Council approval of contract award	June 19, 2017
Implementation Start Date	July 1, 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 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 11:59 p.m. on the date indicated in the Proposal Schedule. Proposals received after 11:59 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 (0
2. All submissions must have a cover sheet that states "**NETWORK INFRASTRUCTURE REFRESH AND NETWORKING MANAGED SERVICES 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 and will fit the City's needs

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 and 2.6

In this section please submit your answers to the questions listed in Section 2.2 and 2.6.

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 and contact info.

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 April 10, 2017 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 April 10, 2017.
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 **May 3, 2017**.

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 Requirements

This Agreement is made on this []th day of [], 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 professional 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[] 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 \$[] 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.**

- 5.1. **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.
- 5.2. **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.
- 5.3. **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.
- 5.4. **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.**

- 6.1. **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.
- 6.2. **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 and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. 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 but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- City means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of

contract) by Contractor and any of its officers, agents employees and subcontractors.

8. **INSURANCE REQUIREMENTS.**

8.1. 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.
- 8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR 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.
- 8.2. **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.
- 8.3. **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.

- 8.4. **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.
- 8.5. **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.

- 10.1. **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.
- 10.2. **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.
- 10.3. **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