

Veeam and Windows File Server Implementation RFP



Request for Proposals (RFP)

Release Date: April 11, 2017

Deadline for Submissions: 11:59 PM (PST) on April 26, 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.

REQUEST FOR PROPOSALS FOR Veeam and Windows File Server Implementation

1. INVITATION FOR PROPOSALS

The City of West Hollywood (the “City”) is soliciting proposals from qualified firms for a Veeam and clustered 2012 Windows File Server implementation. 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 11:59 PM (PST) on April 26, 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 the April 18, 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 11:59 PM (PST) on April 26, 2017. The City will not be responsible for late submissions of any kind.

2. BACKGROUND

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 Carnaval 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.

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 wellbeing. 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.

3. SCOPE OF WORK

3.1 Project Overview and Current Environment

The City currently uses Backup Exec 15, to backup 39 virtual servers and 7 physical servers using an agent based deployment. One week's worth of online backups files are stored on the City's EMC SAN. All files from the online repository are backed up to tape using a HP MSL G3 Series tape library (45 slots with two tape drives). This solution has served the City very well for years. However, the City is now interested in replacing tapes for offsite backups with Veeam's Availability Suite cloud based solution.

The current amount of data being backed up by Backup Exec is approximately 10 TB. The City maintains a 30 day retention of any data backed up to tape. The City performs Full backups on the weekend and daily incrementals during the week.

The City network operating system is Active Directory 2012R2 and consists of 3 domain controllers providing AD, DNS, DFS and DHCP services.

The City's server environment is > 85% virtual. It includes the following tier 1 applications/services:

- Microsoft Exchange 2010 SP3

- SQL Server 2008 R2 64 bit

- SharePoint 2010

The City's production virtual environment consists of 6 ESXi hosts running VMware 6.x on HP blades. The City also maintains a DR site that is approximately 1 mile away from the production

site and is connected to the production site via single mode fiber. At the DR site, the City has 2 ESXi hosts running VMware 6.x on HP DLS380 servers.

The City’s storage environment consists of 2 EMC VNX 5200 iSCSI SANs. One SAN is located at the production site and the other one is at the aforementioned DR site. The SANs replicate block data using MirrorView and file data using Celerra Replicator.

The City’s CIFS file system runs on the NAS head of the production SAN. It is presented to the Windows environment as a domain member server. This file system is snapshot by the VNX twice a day. The City maintains a month’s worth of snapshots for staff to use to recover files. The current size of the City’s file system is approximately 3 TB.

3.2 Windows File Server Implementation

Because the City uses CIFS as its filesystem, it is necessary to migrate off of this platform and onto a Windows file server in order to use Veeam. Here are the City’s requirements for this portion of the project:

- Adhering to industry best practices, create a virtual 2 node Windows Server 2012R2 cluster file sever in the City’s production VMware/VNX environment using Microsoft Cluster Services.
- Create a virtual non-clustered Windows Server 2012R2 file server to be used at the City’s DR site when the DR site is active and production is down
- Setup an appropriate sized LUN for use by the cluster on both the City Hall and DR VNXs
- Setup MirrorView to replicate the data from production to DR
- During a designated maintenance window, test a failover to DR and make the City’s filesystem available from the DR site
- Test a failback from DR to production
- Provide a set of instructions detailing the failover and failback procedure for the City’s filesystem

3.3 Veeam Implementation

As part of this RFP, the City is seeking the best price possible for the following Veeam products:

Veeam Part #	Product Type	Virtualization Platform	Product Description	Qty (per socket)	Time
P-VASPLS-VS-P0000-00	New License	VMware	Veeam Availability Suite Enterprise Plus for VMware - Public Sector	12	N/A

V-VASPLS-VS- P024Y-00	Support Uplift	VMware	24/7 maintenance uplift, Veeam Availability Suite Enterprise Plus for VMware – ONE year	12	1 year
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The chosen vendor will design and implement a Veeam solution, adhering to Veeam “best practices”, using the part numbers listed above. This solution will include but not be limited to:

- Setting up WAN acceleration
- Work with integrating Veeam with the City’s aforementioned tier 1 application/services
- Configure backup to tape (this is being requested so that the City can maintain a backed up “air gapped” version of its filesystem)
- Configure and deploy Veeam to all physical servers
- Configure and deploy all Veeam replication jobs
- Assist with getting the City’s backup data seeded to the cloud
- Assist with setting up a Veeam “sandbox” environment for testing purposes
- Continue to maintain the City’s backup retention schedule of 30 days

An important part of the Veeam solution must include providing the City the ability to store backups in the cloud. **As a result, it is required that all vendors include in their response pricing and contract info for a Veeam Cloud Connect partner that they feel will fit the City best.** The following are characteristics of Cloud Connect partners that would be important to the City:

- Location of data centers that reside outside of California
- Flexible methodology of getting large amounts of data back to the City in case of an emergency, e.g. having to restore data from a ransomware situation
- A partner that is capable of providing “DR in the cloud” if the City was interested in this at a future date.

Vendor selected must provide administrative training on the use of Veeam onsite as well as in the cloud.

Per Veeam best practices, the City needs the vendor chosen to set up an appropriate sized backup proxy server. If the vendor feels like this should not be a virtual server but should be a physical one, the server being recommended must meet the following basic requirements:

- Must be a HP server with an appropriate amount of storage to allow for at least 1 week’s worth of online backups
- Must have an appropriate amount of RAM/CPU

- Must be a “Gen 9” server or better
- Must include a 24X7 CarePak
- Must have dual power supplies.

4. CONTENTS OF PROPOSAL

Proposals must include but need not be limited to the content identified below, and should be organized according to the following sections. All pages should be numbered. Marketing information will not be accepted in lieu of direct response to all requirements and questions.

SECTION 1 – 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.

SECTION 2 – TABLE OF CONTENTS

SECTION 3 – STATEMENT OF QUALIFICATIONS

A statement of qualifications shall summarize key elements of the proposal and highlight your firm’s qualifications as they relate to this project and these services requested. The Statement of Qualifications should demonstrate to the City that your firm fully understands the Scope of Services, has industry knowledge, and possesses the qualifications to provide the services requested.

SECTION 4 – ORGANIZATIONAL INFORMATION

Identify key personnel from your firm, including specific personnel that would be assigned to this Project, if any. Any and all Prime Contractor and Subcontractor relationships and responsibilities must be detailed. Identify the City’s primary point(s) of contact for service requests, if your firm is retained for this Project. How many potential different people will the City have to contact for service?

SECTION 5 – REFERENCES/RECENT PROJECT HISTORY

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.

SECTION 6 – PROJECT APPROACH/METHODOLOGY

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? Provide a description of the equipment and personnel your firm possesses that can adequately address this project.

SECTION 7 – COST PROPOSAL

Provide a cost breakdown of the proposed solution (hardware, software, services, hosting, support, etc.), 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 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. 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.

SECTION 7 – ACKNOWLEDGEMENTS, ADDITIONS AND EXCEPTIONS

- a) Acknowledge your ability to meet or not meet all of the requirements as stated in the scope of work.
- b) Compile and include all other information you deem pertinent, but not specifically requested elsewhere.
- c) Indicate any exceptions to the terms and conditions of this request for proposal, or any qualifications/clarifications regarding the proposal response.

5. PROCEDURES AND CRITERIA

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.

Firms selected as the finalists will be required to make a presentation of their proposal to the City during the RFP evaluation period. This presentation will provide Firms the opportunity to clarify their proposals to ensure thorough and mutual understanding. The presentations can either be done remotely or at West Hollywood City Hall.

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.

The competitive selection evaluation criteria are as follows:

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%

TIMELINE

The City’s estimated timeline to review proposals is as follows:

Event	Date
Release of RFP	April 11, 2017
Deadline to Submit Vendor RFP Inquiries	April 18, 2017
Proposal Due Date	April 26, 2017
Vendor Selection Process	April 27 to May 19, 2017

6. CERTIFICATE OF INSURANCE

Proof of insurance is not required to be submitted with your proposal, but will be required prior to the City's award of the contract. A copy of the City's standard contract has been attached (EXHIBIT A).

7. STANDARD TERMS AND CONDITIONS

Prior to the award of any work hereunder, City and contractor shall enter into the written contract attached hereto as EXHIBIT A. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the contract. The City maintains various policies related to contractual service providers. Among these are an anti-discrimination, a living wage, and equal benefits policy. In submitting proposals, vendors 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.

8. DEFINITIONS

The words (A) "City", (B) "Department", or (C) "Contractor", as used in this RFP, shall be understood to refer respectively to (A) the City of West Hollywood, California; (B) the several departments therein; and (C) the person, firm or corporation with whom the contract is made by said City or the agent or legal representative who may be appointed to represent such person, firm or corporation in the signing and performance of said contract.

9. INSTRUCTIONS AND QUESTIONS

City representative from whom the proposer will receive instructions:

Jim Duncan
Information Technology Division
8300 Santa Monica Blvd
West Hollywood, CA 90069
Email: jduncan@weho.org

Questions regarding this Request for Proposals should be directed only to the person designated above and only using the [Q&A tool on the bid management system website](#). All questions need to be submitted as described in section 1 INVITATION FOR PROPOSAL.

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.

10. 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.

11. WITHDRAWAL OF PROPOSAL

Firms may withdraw their proposals, without prejudice, prior to the date and time specified for proposal submission, by sending a written request or email to Jim Duncan (jduncan@weho.org), Systems Engineer Supervisor.

12. FIRM COMMITMENT OF AVAILABILITY OF SERVICE

Once a proposal is opened, a proposer is expected to maintain an availability of service as set forth in its proposal for at least 180 days after date for opening proposals. All proposers must return a copy of the entire completed and properly executed Certification of Proposal to the City properly as provided for in EXHIBIT B (Certification of Proposal to the City)

13. RESERVATIONS

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.

14. ERRORS AND OMISSIONS

Proposer and/or the Contractor shall not be allowed to take advantage of any errors in or omissions from the Request for Proposals. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City.

15. RFP NOT CONTRACTUAL

Nothing contained in this Request for Proposals shall create any contractual relationship between the proposer and the City. The City accepts no financial responsibility for costs incurred by any proposer regarding this RFP. 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.

16. TAXES

Price of the proposal shall include all federal, state, local and other taxes.

17. EXHIBITS

Exhibit A

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

Exhibit B
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 11, 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 11, 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 **April 26, 2017**.

Name of Firm: _____

By: _____

(Authorized Signature)

Type Name: _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Date: _____