

NOTICE INVITING PROPOSALS FOR CARRIER-GRADE WHOLESALE VOICE SERVICE PROVIDER FOR THE CITY OF BEVERLY HILLS FIBER TO THE PREMISE PROJECT

As part of a city-wide deployment of fiber-based broadband services, the City of Beverly Hills (the City) is requesting proposals from qualified carrier-grade wholesale voice services providers (Service Provider). The City is specifically seeking proposals for a full range of SIP-based voice services applicable to both the residential and commercial markets. It is the intent of the City to provide these services to each residence and business in the community through a phased network construction program that will begin in late 2017 and be completed in early 2019. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

The RFP is being sent to prospective respondents via e-mail and posted on the City's website at 12:00 p.m. (Pacific) on Wednesday, July 19, 2017. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than 2:00 p.m. (Pacific) on Thursday, August 17th, 2017, via mail or in-person, at which time they will be opened and publicly read. If a firm or Service Provider would like to be added to the City's list of potential respondents, a request must be emailed. Submitting firms may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements.

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

Inquiries regarding this RFP should be directed as follows:

- Questions concerning the scope of the RFP should be directed to Dave Stockton at (480) 515-6290 or dstockton@uptownservices.com.
- Questions regarding RFP submittal or process should be directed to asalvatore@beverlyhills.org.

Any inquiry should state the question only, without additional information. Only substantive inquiries will receive a response. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City.

Respondents to the RFP must submit four (4) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

**Proposals for Voice Service Provider: Bid No. 17-33
Attention: Anne Salvatore
c/o Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210**

REQUEST FOR PROPOSALS

Date of Request: July 19, 2017

Bid Number: 17-33

Item Description: The City of Beverly Hills (the City) is requesting proposals from qualified carrier-grade wholesale voice services providers (Service Provider) for the City of Beverly Hills Fiber to the Premise project.

Question Period: Thursday, July 20, 2017 through Thursday, August 10, 2017 @ 5 p.m. (Pacific). All inquiries must be received via e-mail during this period.

All substantive inquiries will be answered in weekly comprehensive bid addenda unless no questions are received. Bid addenda will be sent via e-mail to the City's list of potential respondents, and posted on the City's website.

Inquiries: All emails must be sent to: dstockton@uptownservices.com copy to asalvatore@beverlyhills.org.

Open Date: Thursday August 17, 2017 at 2:00 p.m. (Pacific)

Evaluation Period: August 17 – September 7, 2017 (*tentative*)

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SECTION 1: MINIMUM QUALIFICATIONS

- 1-1. Respondents must have been in the business of providing telecommunications services similar to those detailed in this RFP for at least five (5) years.
- 1-2. Respondents must provide complete proposals. For detailed information, please see Sections 4, 5 and 6 below.
- 1-3. Respondents' proposals must be valid for not less than ninety (90) days after the Open Date.

SECTION 2: GUIDELINES & GENERAL INFORMATION

- 2-1. Proposals may be withdrawn at any time prior to the Open Date. No proposal may be withdrawn after the Open Date.
- 2-2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and become familiar with work required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the consulting services requested by City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Service Provider to request additional compensation.
- 2-3. The Respondent selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make a fair assessment of the Respondent's services.
- 2-4. Each Respondent shall submit, in full, the completed original BID FORM along with all other requested documentation, and all necessary descriptive materials of work Respondent proposes to furnish. Respondents' failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.
- 2-5. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

- 2-6. The Respondent selected for the contract shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

SECTION 3: Insurance and Indemnification Requirements

- 3-1. The Respondent selected ("Service Provider") shall at all times during the term of the resulting Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Service Provider.
- 3-2. Service Provider shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance covering including errors and omission, with minimum limits of One Million Dollars (\$1,000,000) per claim. Any deductibles or self-insured retentions attached to such policy or policies must be declared to City in writing and be approved by City. Further, Service Provider agrees to maintain in full force and effect such insurance for one year after performance of work under the Agreement is completed.
- 3-3. Service Provider shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Service Provider in performing the services required by the Agreement.
- 3-4. Service Provider agrees to maintain in force at all times during the performance of work under the Agreement workers' compensation insurance as required by law.
- 3-5. Service Provider shall require each of its contractors or sub-contractors to maintain insurance coverage which meets all of the requirements of the Agreement.
- 3-6. The policy or policies required by the Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.
- 3-7. Service Provider agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.

- 3-8. At all times during the term of the Agreement, Service Provider shall maintain on file with the City Clerk a certificate or certificates of insurance on a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Service Provider shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.
- 3-9. The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. All of the policies required under the Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.
- 3-10. The insurance provided by Service Provider shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Service Provider's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Service Provider hereby waives all rights of subrogation against City.
- 3-11. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Service Provider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Service Provider shall procure a bond guaranteeing payment of losses and expenses.
- 3-12. The insurance coverage amounts required under the Agreement do not limit City's right to recover against Service Provider and its insurance carriers.
- 3-13. Service Provider agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Service Provider, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.
- 3-14. Service Provider agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City from and against any liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Service Provider under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

(Note: Evidence of Insurance showing Service Provider's current lines and limits of coverage shall be submitted with the proposal. Proof of insurance naming City as Certificate Holder and all endorsements will be required before the City can award the contract.)

SECTION 4: Background Information

- 4-1. As part of a citywide deployment of fiber-based broadband services, the City is requesting proposals from qualified carrier-grade wholesale voice Services Providers. The City is specifically seeking proposals for a full range of SIP-based voice services applicable to both the residential and commercial markets.
- 4-2. It is the intent of the City to provide these services to each residence and business in the community through a phased network construction program that will begin in late 2017 and complete in early 2019.
- 4-3. The City fiber broadband system will pass approximately 15,000 households and 5,000 commercial entities when fully built out.
- 4-4. Residential wireless substitution of wireline voice service is significantly lower than the national average at approximately 10%. We anticipate residential voice penetration of 20-25% and commercial penetration reaching 25%.
- 4-5. The City has contracted with Great Lakes Data Systems (GLDS) to provide the OSS/BSS platform supporting the fiber broadband system. The GLDS BroadHub and SuperController platforms will be utilized for all work order, billing and equipment interdiction activities.
- 4-6. The City expects the selected service provider to meet the following specific project goals:
 - 4-6.1. Provide implementation assistance and support during the start-up phase of the project
 - 4-6.2. Complete voice service implementation and ready for testing/training by 4th quarter 2017.
 - 4-6.3. Achieve full integration with GLDS such that both work order processing and billing are automated without the use of incremental processes or software platforms/tools (i.e. no 'swivel chair' requirement for the broadband system CSRs).
 - 4-6.4. Provide competitive voice service offerings in both functionality and price

SECTION 5: REQUIREMENTS/ FORMAT OF RESPONSE.

- The following information must be included in the proposal and proposal responses must be arranged in the order listed below.
- Label and include the following sections/subsections in the proposal. Number each page individually and provide a table of contents.

- The City reserves the right to reject any proposal omitting any submittal requirement.

5-1. Firm History & Qualifications

- 5-1.2. Provide a brief history and background of the firm, including years providing services similar to the scope and specifications described in this RFP. List key management personnel and their experience, and proposed project personnel should your firm be selected. Provide summary metrics on the financial status of your firm.
- 5-1.3. Indicate your current status of registration within the state of California and with the California Public Utilities Commission (CPUC).
- 5-1.4. Identify the interconnection agreements your firm has established.
- 5-1.5. Identify the type and location(s) of your voice switch(es).
- 5-1.6. Provide a detailed description of the proposed transport architecture for routing voice traffic to/from your switch, the City end user customers, and the general public switched telephone network (PSTN). Indicate the extent to which your architecture and voice platform is redundant/protected. Identify any transport that uses the public Internet.

5-2. Wholesale Services and Contractual Terms

Subject to the terms outlined below, the City seeks to enter into a contractual relationship with a duly qualified voice services operator to serve as the telephone Service Provider for its fiber optic system.

- Separately and specifically to each requirement listed below, clearly indicate whether the Service Provider terms and or services functionality would be 'Compliant', 'Not Compliant', or 'Compliant with Exception' with the stated terms requirements.
 - Please include any necessary explanation or details for Not Compliant or Compliant with Exception responses.
- 5-2.2. The City and the selected Service Provider will enter into an initial three (3) year agreement for the Service Provider to provide wholesale voice services to the City, who shall serve as a voice services reseller. Both parties will have the option to terminate the agreement or renew at that time, with sufficient notification provisions to transfer operations activities without affecting services to end users if the agreement is terminated.
- 5-2.3. The Service Provider will register with the California Public Utilities Commission and obtain all necessary certifications and fulfill any and all legal and regulatory requirements to meet federal and state requirements as a service provider in California.
- 5-2.4. The City will grant exclusivity to the selected Service Provider for voice services during the agreement term. Accordingly, the scope of this

agreement shall be for voice services. The selected Service Provider will not offer competing video, Internet access and data transport services within City during the term of this agreement.

5-2.5. Operational responsibilities shall be divided between the parties as follows:

Function	Operational Responsibility	City	Service Provider
Capital	Local Loop and Premises NIU	X	
	Fiber MUX, Transport, and Telephone Switch		X
Interconnect	LNP, Operator Services, PSAP, IC Agreements		X
Marketing & Sales	Advertising, Sales	X	
	Pricing	X	
	Branding	X	
Provisioning	Work Order Creation	X	
	PSTN Interconnection Processes		X
	Switch Provisioning		X
	Customer Install	X	
Billing	Bill Fulfillment	X	
	Call Detail Record (LD), Taxes & Fees		X

5-2.6. The City will conduct all monthly billing of its system subscribers. The City will remit to the selected Service Provider the wholesale fee. The City’s billing system shall be used to determine the monthly subscriber counts and resulting wholesale fee due to Service Provider. The Service Provider shall have full transparency into this process, including rights to audit, at its sole expense and at reasonable intervals.

5-2.7. The Service Provider will generate and export to the City a monthly Call Detail Record file to enable the City to bill subscribers for taxes, fees, CPUC surcharges, and all other non-recurring charges including per minute LD, operator services, 411, international calls, etc.

5-2.8. The City will set retail pricing of services, both initially and ongoing over the course of the entire agreement.

5-2.9. The Service Provider shall provide, at a minimum, the following voice services to the residential and commercial market in Beverly Hills at all times during the agreement term:

- a. Residential access line (unfeatured)
- b. Business access line (unfeatured)
- c. Customary residential switch-based custom calling features (e.g. Caller ID, Call Waiting, Voice Messaging, etc.) grouped as a feature package

- d. Customary commercial switch-based custom calling features grouped as a feature package
 - e. Commercial SIP-based trunk lines supporting customer-owned PBX's served by legacy PRI trunks
 - f. Commercial hosted PBX
 - g. Unlimited long distance covering the U.S. and Canada
 - h. International calling
 - i. 800 service
 - j. Others as mutually agreed during the agreement term
- 5-2.10. The Service Provider shall execute all necessary Interconnect Agreements and make other arrangements as needed to provide all ancillary functions and operational support directly or via the incumbent local exchange carrier (ILEC) such that the following services are available to voice users of the fiber system:
- a. Local number portability
 - b. Operator services
 - c. Directory listings
 - d. E911
 - e. Customary ancillary services
- 5-2.11. Both Parties understand that time is of the essence as it relates to the implementation of this business agreement.
- 5-2.12. Both parties will indemnify each other and hold each other harmless from liability.
- 5-2.13. The final contract will be subject to the laws of the state of California.
- 5-2.14. The final contract will include causes for termination including but not limited to bankruptcy, default, non-payment, GLDS integration non-performance, and chronic failure to meet service level requirements.

5-3. References

- 5-3.1. Voice Services Reseller Accounts. Provide 3 references of service providers you serve in a similar capacity and include contact information. If you provide wholesale voice service to municipal broadband operators, please list these systems.
- 5-3.2. GLDS Integration Accounts. Provide reference accounts for existing GLDS SPG voice & Internet service/device integrations. Additionally, please provide information with respect to:
- a. Number of GLDS integrations which support both Internet service and device provisioning

- b. Number of GLDS integrations which support both voice service and device provisioning
- c. Number of GLDS integrations which support device diagnostics

5-3.3. Integration with GLDS

Submitting firms shall clearly state their existing status of integration with GLDS. Respondent must demonstrate expertise with, and integrating to, the GLDS' BroadHub and SuperController customer management, billing, and provisioning systems, for purpose of automated flow-through provisioning of voice and Internet services. Such integration must utilize Version 2.03, Rev 2.05 of the GLDS Service Provisioning Gateway (SPG) specification.

5-3.4. Separately and specifically to each requirement listed below, clearly indicate whether the Service Provider is 'Currently Compliant', 'Committed to be Compliant by November 1, 2017' or 'Not Compliant'. The City intends to incorporate language into its wholesale voice agreement such that any requirement that the submitting firm identifies as 'Committed to be Compliant by November 1, 2017' that is not functional by said date would constitute a breach of the agreement and cause for termination.

- a. Order initiation, and creation of the customer account, including both device and service provisioning
- b. Update of customer account, including both device and service updates
- c. Soft disconnect of customer account, including both device and service suspension or limiting. Note: customer accounts in "soft disconnect status" should not be considered "active" for billing purposes
- d. Hard disconnect of customer account, including both device and service termination, and account deconstruction
- e. Real-time polling of device diagnostics as supported by the GLDS SPG specification

5-3.5. Customer Care

Provide general information on how your firm staffs and provides Tier 2 customer care support of the wholesale voice services.

5-3.6. Provide general information on how your firm would support the initial launch of voice services by the City. Include details on training, project management of start-up tasks, and support of initial sales efforts.

5-3.7. Indicate your proposed Service Level Agreement (SLA) terms, metrics and policies/processes regarding the following:

- a. Voice traffic latency
- b. Voice traffic packet loss

- c. Outage response intervals and outage hierarchy definition
- d. Escalation and notification
- e. Outage credit of wholesale fees and/or end user fees
- f. Service installation intervals from receipt of new connect work order (LNP and non-LNP)

5-3.8. VoIP Provider Fees, Surcharges and Taxes

Identify your proposed policies and processes for calculating, billing, and remitting all federal, state, and local-level taxes, fees and surcharges that are applicable to an interconnected VoIP service provider. Include an identification of which party has responsibility for calculating, billing, and remitting each fee. Specifically address Universal Service Fund (USF) and form 499 filing calculations and filing support, along with identifying the responsible party.

5-3.9. Submitting firms should specifically research California state-specific requirements (P.U. Code §285), including CPUC surcharges for:

- a. California High-Cost Fund-A Administrative Committee Fund under section 275 of the P.U. Code
- b. California High-Cost Fund-B Administrative Committee Fund under section 276
- c. Universal Lifeline Telephone Service Trust Administrative Committee Fund under section 277
- d. Deaf and Disabled Telecommunications Program Administrative Committee Fund under section 278
- e. California Teleconnect Fund Administrative Committee Fund under section 280
- f. California Advanced Services Fund under section 281

5-3.10. Cost of Services. Provide pricing for the wholesale voice services that would be provided, clearly indicating non-recurring charge (NRC) and monthly recurring charge (MRC) pricing and end-user type where appropriate (e.g. residential versus commercial). Include any costs associated with service activation as well as all ancillary fees (e.g. telephone number blocks, failed LNP, etc.).

PART 6: ACCEPTANCE OF PROPOSAL

- 6-1. The City reserves the right to accept or reject any and all bids and reserves the right to waive technicalities where such action best serves the interest of the City.

- 6-2. The City of Beverly Hills reserves the right to require any or all Respondent(s) to either make a presentation that illustrates their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, the Respondent(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.

- 6-3. The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract in any manner it deems to be in the best interest of the City.

BID FORM

(Must be Completed by Respondent)

The undersigned proposes to furnish all services set forth herein, subject to all conditions outlined in the RFP, at the rate indicated below:

EXCEPTIONS /
DEVIATIONS
FROM RFP: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

SUBMITTED BY: _____
Name Title

Signature

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
CONTRACTOR'S NAME FOR BRIEFLY DESCRIBE PURPOSE
OF CONTRACT

NAME OF CONTRACTOR: **Insert name of contractor**
RESPONSIBLE PRINCIPAL OF CONTRACTOR: **Insert name, title**

CONTRACTOR'S ADDRESS: **insert street address**
insert city, state, zip code
Attention: **Insert name, title**

CITY'S ADDRESS: **City of Beverly Hills**
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: **Dept. Head's Name, Title**

COMMENCEMENT DATE: **Insert date of commencement**

TERMINATION DATE: **Insert date of termination**

CONSIDERATION: **Not to exceed \$ Insert consideration amount**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
CONTRACTOR'S NAME FOR BRIEFLY DESCRIBE PURPOSE
OF CONTRACT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Insert contractor's name (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon THE Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. (Check the Applicable Box)

(a) **Compensation**

If compensation is based on an hourly rate

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

If compensation is based on a flat fee

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b) **Expenses [check applicable provision]**

If no reimbursable expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

If CITY reimburses for certain expenses in addition to compensation

CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) **Additional Services.** CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. 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 CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

(h) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONTRACTOR and its insurance carriers.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise

wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 20____, at Beverly Hills, California.

**CITY OF BEVERLY HILLS
A Municipal Corporation**

**Insert Dept Head/ CFO/ CM Name
Insert Title**

ATTEST:

BYRON POPE
City Clerk

CONTRACTOR:

**Insert Contractor Name
Insert Title**

**Insert Contractor Name
Insert Title**

APPROVED AS TO CONTENT:

**Insert Dept Head Name
Title**

**Insert Risk Manager Name
Risk Manager**

**EXHIBIT A
SCOPE OF WORK**

CONTRACTOR shall perform the following services:

Describe the services in detail. Include schedule for deliverables and/or services

If there is a need for a Project schedule, insert a Project schedule or insert "The City Manager or his designee may establish a project schedule in writing."

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

Tie amounts to deliverables/services, if applicable

- (a) Rates/Compensation
- (b) CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice, CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in this Exhibit.



**EXHIBIT C
CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____

Exhibit C