

**NOTICE INVITING PROPOSALS FOR DELL ISILON SOLUTION-  
HARDWARE AND INSTALLATION**

CITY OF BEVERLY HILLS  
INFORMATION TECHNOLOGY DEPARTMENT  
455 NORTH REXFORD DRIVE  
BEVERLY HILLS, CALIFORNIA 90210

The City of Beverly Hills invites prospective Respondents to submit proposals for hardware and installation for Dell Isilon Solution. 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 on or before 5 p.m. (Pacific) on Thursday, March 20, 2019 and will be posted on the City's website. 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, April 11, 2019, via mail or in-person, at which time they will be opened and publicly read.

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.

All inquiries and comments concerning the RFP must be in writing, directed to the primary contact, Anne Salvatore, for response, and sent via e-mail to [asalvatore@beverlyhills.org](mailto:asalvatore@beverlyhills.org). To ensure a timely response, please copy the secondary contact, Nicole McClinton ([nmccclinton@beverlyhills.org](mailto:nmccclinton@beverlyhills.org)) on all inquiries. Any inquiry should state the question only, without additional information. 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. Inquiries received via telephone, fax, or in-person will not receive a response.

Respondents to the RFP must submit three (3) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

**Bid No. 19-14: Dell Isilon Solution- Hardware and Installation**  
**Attention: Anne Salvatore**  
**c/o Office of the City Clerk, Room 290**  
**455 N. Rexford Drive**  
**Beverly Hills, CA 90210**



## **REQUEST FOR PROPOSALS**

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**Date of Request:** March 20, 2019

**Bid Number:** 19-14

**Item Description:** The City of Beverly Hills is accepting proposals from qualified firms to provide Dell Isilon Solution- hardware and installation.

**Question Period:** Wednesday, March 21, 2019 through Friday, April 4, 2019 @ 12:00 p.m. (Pacific).

All inquiries must be received via e-mail during this period. Emails must be sent to: [asalvatore@bevelryhills.org](mailto:asalvatore@bevelryhills.org), with a copy to [nmclinton@beverlyhills.org](mailto:nmclinton@beverlyhills.org).

City's responses to requests and submissions of questions will take the form of Bid Addenda, which will be emailed and posted on the City's website within two business days of receipt.

**Open Date:** Thursday, April 11, 2019, at 2:00 p.m. (Pacific)

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## **SECTION 1: MINIMUM QUALIFICATIONS**

- 1-1. Respondent firms must have been in the business of providing information technology consulting services similar to those detailed in this RFP for at least five (5) years.
- 1-2. Respondents must have extensive experience servicing federal, state, and/or local government, and must provide a client history to demonstrate that it has had comparable service experience.
- 1-3. Respondents must provide complete proposals or the bid may be rejected by the City as nonresponsive. For detailed information, please see Sections 2, 4, 5 and 6 below.
- 1-4. Respondents' quoted rates must be valid for not less than ninety (90) days after the open date.

## **SECTION 2: GENERAL CONDITIONS**

- 2-1. Proposals may be withdrawn at any time prior to the open date by submitting a written request via e-mail to: [asalvatore@beverlyhills.org](mailto:asalvatore@beverlyhills.org), copy to [nmcclinton@beverlyhills.org](mailto:nmcclinton@beverlyhills.org). 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 is 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 information technology 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 Respondent 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, including its Attachments, along with all other requested documentation as set forth in Section 6 of this RFP. 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 Respondents 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 ("Consultant") 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 Consultant.
- 3-2. Consultant 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 personal injury and property damage, 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 City in writing and be approved by City. Further, Consultant agrees to maintain in full force and effect, such insurance for one year after performance of work under the Agreement is completed.
- 3-3. Consultant shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies 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 Consultant in performing the services required by the Agreement.
- 3-4. Consultant 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. Consultant shall require each of its sub-consultants or sub-consultants 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. Consultant 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, Consultant 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. Consultant shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.

### **SECTION 3: INSURANCE AND INDEMNIFICATION REQUIREMENTS (CONT'D)**

- 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 insured. 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 Consultant 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 Consultant's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Consultant 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, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 3-12. Consultant 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 claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.
- 3-13. Consultant 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 claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

*(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)*

#### **SECTION 4: BACKGROUND INFORMATION**

- 4-1. The City of Beverly Hills will be replacing and expanding one of their existing storage environments used for unstructured data, which was implemented in 2010. Information Technology department has researched solutions and has decided to choose the Dell EMC Isilon Solution.
  
- 4-2. The Department invites consulting firms to submit written responses detailing their professional experience and history providing consulting services related to hardware installation as set forth in this RFP.



## **SECTION 5: REQUIREMENTS**

**5-1 Scope of Services:** The City requires a proposal that details the tasks and deliverables set forth in this RFP. The scope of services, including equipment, is set forth in Exhibit A to the Agreement and includes the following:

### **5-2 DELL ISILON SOLUTION- HARDWARE AND INSTALLATION**

#### **PLEASE REFER TO THE DETAILED PART LIST ON PAGE 14 - ATTACHMENT A TO BID FORM PRICING SHEET**

**5-3 Services:** The City is seeking a highly skilled consulting firm to provide Dell Isilon system solution equipment and the implementation of the system. The overall services must include but not limited to the following services:

- 5-3.1 Site survey and installation.
- 5-3.2 Install all physical hardware including storage array and switch- Rack and Stack
- 5-3.3 Connect all power and network connectivity to existing network
- 5-3.4 Set-up all basic components / features including a Windows CIFS/SMB file share for network access
- 5-3.5 Set-up TSM backup with existing TSM solution
- 5-3.6 Test all functions and configuration
- 5-3.7 Documentation and knowledge transfer to the customer

5-4 For all work to be completed under the Agreement, Consultant shall provide a detailed scope of work with detailed deliverables and payment milestones for review and acceptance by City. Upon City review and approval, the scope of work, deliverables and payment schedule shall be made a part of the submitted proposal and be added to the Agreement as if originally set forth in full.

## **SECTION 6: FORMAT OF RESPONSE / PROPOSAL**

*(Label and include the following sections/subsections in the proposal. Number each page individually and provide a table of contents.)*

- 6-1. Consultants interested in responding should submit a packet that includes the following:
  - 6-1.1 Bid Form. Complete the attached Bid Form and Price Sheet (attachment A).
  - 6-1.2 Statement of Interest. A formal transmittal letter on official company letterhead, this statement should indicate your firm's general interest and capability to meet the City's requirements.
  - 6-1.3 Information and Contact Person. Include the name, address, and telephone number for your firm and the contact information and e-mail of the key contact person for any questions regarding your response.
  - 6-1.4 Background and Experience. Provide a brief company background including a brief description of software and services provided and company experience.
  - 6-1.5 Financial Information. A current company financial statement to demonstrate your firm's financial stability.
  - 6-1.6 Company Description. A description of the company, including the organization's experience and history providing services to state and local government agencies.
  - 6-1.7 References. Provide a listing of relevant professional references, including contact information. In addition, provide no less than 3 references of completed projects with similar size and scope.
  - 6-1.8 Additional Materials. Include any additional materials that may be relevant to a determination of suitability for the engagement. If you would like to include sample materials, please limit them to hardcopies no larger than 50 pages, or CD / DVD submissions of any size.
  - 6-1.9 Draft Agreement. Carefully review the attached draft agreement. Detail proposed modification, if any.

## **PART 7: SELECTION PROCESS**

- 7-1. The City reserves the right to accept or reject any and all bids and reserves the right to waive informalities and irregularities in the proposal process. The City also reserves the right to withdraw this Request for Proposal or decline to award a contract at its sole discretion. The City may reject proposals from Respondents who cannot satisfactorily prove the experience and qualifications required by this RFP and the Scope of Services.
- 7-2. 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.
- 7-3. 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 and make the selection based on its sole discretion.
- 7-4. The Respondent understands that it will be bound by its proposal as set forth in the bid forms, including the Agreement included therein, if Respondent is selected by the City and that selection is approved by the City Council.

**BID FORM**  
(Must be completed by Bidder)

The undersigned hereby submits this proposal and binds itself to execute a contract in the form provided for herein.

Bid Proposal	\$ _____	Hardware, software, and equipment-- including applicable sales tax, shipping and handling fees
	\$ _____	Services
	\$ _____	Estimated Lump Sum Total

Payment Terms \_\_\_\_\_

Warranty \_\_\_\_\_

Exceptions or Deviations attached  YES  NO

Delivery \_\_\_\_\_(Number of Days)

**General:**

1. F.O.B. All prices of the bid shall be F.O.B. destination Beverly Hills, California; and delivery to any point within Beverly Hills shall be without additional charge.
2. Tax. All bid proposals shall be inclusive of tax at the rate of 9.5% when applicable.
3. The Respondent understands and agrees that it will be bound by its proposal as expressed on this Bid Form and its attachments and the proposal submitted if Respondent is selected by the City and that selection is approved by the City Council.
4. The Request for Proposal, Bid Form and its attachments, the Response to the Request for Proposal and Addenda, if any, are made a part of the proposal submitted by Respondent.
6. The Respondent understands and agrees that the City reserves the right to reject any or all proposals or waive any informality or irregularity in the proposal process as set forth in the RFP.
7. Respondents' quoted rates shall remain in effect for not less than ninety (90) days after the open date.
8. The manufacturer of the proposed materials or equipment may be required to acknowledge by written confirmation that the minimum requirements of the specifications are included in the Respondent's proposal before the award of the bid.

**Exceptions:**

Any Respondent's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

If your response is "**NO BID**", please explain below:

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**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**PLEASE RETURN (IN A SEALED ENVELOPE) IN PERSON OR VIA MAIL NO LATER THAN 2:00 P.M. (PACIFIC) ON April 11, 2019 TO:**

**Bid No. 19-14 Dell Isilon Solution- Hardware and Installation  
Attention: Anne Salvatore  
c/o Office of the City Clerk, Room 290  
455 N. Rexford Drive  
Beverly Hills, CA 90210**

**ATTACHMENT A TO BID FORM  
PRICING SHEET  
(Must be completed by Bidder)**

LINE	MFR PART	DESCRIPTION	QTY	UNIT PRICE	BID PRICE
	<b>EQUIPMENT</b>				
	<b>4XA200 4TB ISILON GEN 6</b>				
1	ICH-NORM	BASE CHASSIS - NORMAL	1		
2	800-0078	PWCRD KIT FOR GEN6 NORMAL CHASSIS	2		
3	IFEIO-10GBE-B	2X10GBE (SFP+) L/M W/O OPTICS	4		
4	IA200-4T-400G	A200-2.2GHZ/2C/16G+15X4TB SAT/400GB	4		
5	IBEIO-10GBE	2X10GBE (SFP+) BACK END W/O OPTICS	4		
6	851-0296	TRANSCEIVERS/OPTIC/SFP+/SR/10GBE/2 GEN6	4		
7	851-0317	B/E SWITCH 10GBE 48P SFP+ S4148 W/OS	2		
8	851-0262	CABLE ETHERNET 10G PASS SFP+ 1M	8		
9	M-PSM-HW-I-002	PROSUPPORT W/MISSION CRITICAL-HARDWARE	1		
10	458-001-863	ONEFS PRODUCT	1		
11	456-111-841	ONEFS CAPACITY LICENSE TIER 4 =CB	240		
12	456-111-837	ONEFS BASE LICENSE TIER 4=ID	4		
13	M-PSM-SW-I-002	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
14	458-001-961	BASIC BUNDLE CAPACITY TIER 4 PER TB=CB	240		
15	M-PSM-SW-I-002	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
16	458-001-960	BASIC BUNDLE TIER 4=ID	4		
17	M-PSM-SW-I-002	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
	<b>Services</b>				
18	PS-PDP-ISIIMPENTOS	IMPL ISILON ENTERPRISE PRODEPLOY PLUS	1		
19	PS-PDP-P30ISILON	30DAYPOSTDEPLOYASSIST ISILON	1		
20	PS-PDP-ISNTRACKING	ISILON PRODEPLOYPLUS TRACKING	1		
21	CE-PDPTC0001	1 TRAINING CREDIT VALID 1YR (PDP)	1800		
22	PS-BAS-ISIINS4N	ISILON INSTALL 4 NODES BASE	1		
23	PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	1		
	<b>SHIPPING</b>				
24		Shipping			
	<b>TAX</b>				
25		Taxable Total			
26		Tax 9.5%			
27		Non Taxable Total			
28		Total = Taxable + Tax + Non taxable +Shipping			

## DRAFT AGREEMENT

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

CONTRACTOR'S E.I.N/TAX I.D. NO.: Insert contractor's Tax I.D. No.

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 Work.

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.

(a) Compensation

*If compensation is based on an hourly rate or other rates*

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 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

*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 Work. 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. CONTRACTOR shall provide CITY with thirty (30) days prior written notice if the policies required under this Agreement will be canceled or reduced. All of the policies required under this Agreement shall state 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 Name of Dept Head / Dir. of Fin. / CM  
Insert Title

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

(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.	<u>LIMITS</u> 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: \_\_\_\_\_  
\_\_\_\_\_