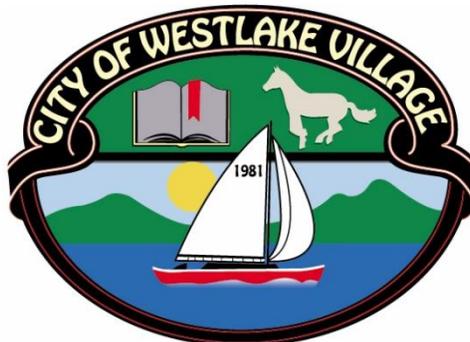


City of Westlake Village Request for Proposal

for

Information Technology Services and Support



**City of Westlake Village
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EXHIBIT A Draft Agreement

I. INTRODUCTION

The City of Westlake Village (“City”) is issuing this Request for Proposals (“RFP”) for professional Information Technology (IT) Consultants to serve under direction from City staff. These services include short and long term planning, support of daily operations, budget development, and general consulting on technology uses in a municipal government environment. The City of Westlake Village is ideally located just 38 miles west of downtown Los Angeles and only eight miles from the Pacific Ocean. Westlake Village is recognized as one of the finest areas to live, work and raise a family. The community offers a variety of residential housing, convenient shopping centers, and a thriving business and industrial base. As a totally master-planned community, residential, recreational, and commercial sites were carefully located within the City to preserve, enhance and protect the area’s unspoiled natural environment.

The City of Westlake Village (population 8,270) incorporated in December 1981 as the 82nd City in Los Angeles County. Westlake Village residents and businesses receive high quality community services. Westlake Village’s orientation as a contract City sees many of its services provided through agreements with Los Angeles County and private agencies and consultants. The City employs ten full time staff positions. The City’s current IT environment is described beginning on page 12.

II. CITY’S GOALS

The City seeks to create a professional Information Technology outsourcing relationship that will:

- A. Assist City staff in managing the City’s IT environment.
- B. Provide recommendations to the City on its entire technology environment; including, but not limited to, user software, hardware, servers, third party applications such as Granicus and CivicPlus, and emerging technologies and their potential uses.
- C. Assist City staff in IT related purchasing and budget development.
- D. Maintain or improve policies and standards defined by the City.
- E. Maximize the return on City information technology investments.
- F. Optimize IT systems, applications, across the City platforms.
- G. Assist in planning for future IT infrastructure and services to meet the City’s changing business needs.
- H. Implement new agreement(s) with a transition plan(s) that ensures minimal disruption to City operations.

III. INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed Proposals will be received in City Hall, 31200 Oak Crest Drive, Westlake Village, CA, until 12:00 p.m. on **November 13, 2020**. Each Proposal must include an original plus three copies and one electronic copy on a flash

drive of the submitted Proposal to: City Clerk, City of Westlake Village, 31200 Oak Crest Drive, Westlake Village, CA 91361. Proposal package must be in a sealed envelope and clearly marked: "Proposal for Information Technology Services and Support" and "DO NOT OPEN WITH REGULAR MAIL."

A. Clarifications:

Any questions about requirements or any other instruction contained within this RFP or relating to this RFP should be directed in writing via e-mail to Sara Russo, Senior Administrative Analyst, at sara@wlv.org before October 28, 2020.

Any clarifications made in response to questions received will be sent via email to all expected respondents providing contact information and requesting the City do so, as appropriate and as judged necessary at the discretion of the City the week of November 2, 2020. Anyone planning to submit a Proposal should contact the City contact listed above to convey such intent.

B. Definitions:

The following meanings are attached to the following defined words when used in these specifications and the attached Professional Services Agreement ("Agreement"). The word "Proposer" means the person, firm, or corporation submitting a Proposal in response to this RFP. The word "Consultant" means the Proposer selected by the City and awarded the Agreement. The term "Agreement" means the Professional Services Agreement between the Consultant and the City for the purchase of professional IT services.

C. Proposal Form:

The Proposal must be made in the format specified in Sections VII and X, enclosed in a sealed envelope marked "Proposal for Information Technology Services and Support," and DO NOT OPEN WITH REGULAR MAIL," and addressed to the City of Westlake Village, City Clerk, 31200 Oak Crest Drive, Westlake Village, CA 91361. If the Proposal is made by an individual, it must be signed by that individual, and an address, telephone, and e-mail address must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements. A full business address and telephone must be given. The City will not consider faxed or e-mailed Proposals.

Any unauthorized conditions, limitations, or provisos attached to a Proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Consultant. Further information on the content of the Statement of Qualifications may be found in Section VII of this RFP.

D. Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening Proposals (November 13, 2020). Revisions and amendments, if

any, will be announced by an addendum to this RFP. If the revisions require additional time to enable Consultants to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

The City reserves the right to reject any and all Proposals received, to take all Proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any Proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective Proposals received. The City reserves the right to reject any Proposal not accompanied with all data or information required.

This RFP does not commit the City to award an agreement or to pay any cost incurred in the preparation of a Proposal. All responses to this RFP shall become the City's property.

E. Firm Price:

Prices for the services specified are to remain firm for the one-year term and the two optional one-year renewal terms specified in the Agreement. The City reserves the right to reject any or all Proposals with pricing for less than a total of three years.

F. Errors and Omissions:

The Consultant will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Consultant's specifications submitted with its Proposal.

G. Professional Services Agreement:

The Consultant to whom the award is made will be required to enter into a written agreement with the City. By reference, a copy of this RFP will be part of the Agreement. All materials or services supplied by the Consultant will conform to the applicable requirements of City ordinances, and State and/or Federal laws, and the specifications contained in this RFP. In case of default by the Consultant, the City reserves the right to procure the articles or services from other sources and to hold the Consultant responsible for any excess cost incurred by the City hereby.

All prospective Consultants are advised to review the terms and conditions contained in this RFP and in the draft Agreement (Exhibit "A"). Any exceptions or alternatives to the requirements, terms, or conditions in this RFP or the draft Agreement (Exhibit "A") must be identified by the Consultant in the Proposal.

H. Payment Schedule:

See Draft Agreement (Exhibit "A") and Proposal Form.

I. Indemnification:

The Consultant shall defend, hold harmless and indemnify City and its officers, employees, and agents (collectively the “Indemnitees”) from any and all demands, claims, actions, proceedings, causes of action, damages, judgments, awards, settlement amounts, penalties, fines, assessments, charges, fees, forfeitures, losses, liabilities, obligations, costs and expenses (collectively, “Claims”) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant or Consultant’s employees, subcontractors or agents in the performance of professional services under the Agreement (including Claims for infringement of intellectual property rights of any third party). The Consultant shall defend the Indemnitees in any action or actions filed in connection with any such Claims with counsel of City’s choice and shall pay all costs and expenses (including actual attorney’s fees) incurred in connection with such defense.

In connection with all Claims not covered by the preceding paragraph, the Consultant shall defend, hold harmless and indemnify the Indemnitees from any Claims arising out of, pertaining to, or relating to the Consultant’s performance of the Agreement. The Consultant shall defend the Indemnitees in any action or actions filed in connection with any such Claims with counsel of City’s choice and shall pay all costs and expenses (including actual attorney’s fees) incurred in connection with such defense.

IV. SCOPE OF SERVICES

The following acts only as a preliminary scope to generally communicate the City’s expectations. A final scope of work will be developed between the City and the Consultant prior to approval of an Agreement.

A. Transition

Transition is the effort required to migrate from the existing IT outsourcing contract to the new environment whether with a new provider or with the same outsourcing contractor into the new environmental requirements. The City anticipates a transition period of approximately thirty (30) days. The transition period is expected to be a discovery or due diligence period wherein the Consultant may review the City’s existing environment, procedures, culture, inventory, and other key infrastructure information. It also provides a time to establish systems, tools, and processes necessary to provide the IT Services, deploy staff resources, and be introduced to City personnel.

The Proposer will, at a minimum, describe the following attributes of its transition plan.

- Describe how you propose to provide flexibility to integrate the City’s retained IT Services processes and practices.
- Describe the make-up of your proposed transition team.
- Describe end user communication plans, orientation, and training.
- Describe your change management process.

- List key transition activities and tasks required to transition.
- List transition milestones and projected timelines.
- List risk and issue management / processes.

B. Operations

Operations activities include general operations oversight of the account and administrative functions. The City would like the Consultant to create an IT Document Catalog, (i.e. Manage IT Asset Inventories, Diagrams, Policy and Procedure documents, etc.), participate in planning meetings and day-to-day communications with Deputy City Manager, provide monthly regular reports and performance statistics, and attend meetings as requested (i.e. Telecommunications/Connectivity/IT Committee meetings, budget meetings, periodic service level review meetings, etc.).

The City expects the Consultant to actively administer its service delivery performance, utilization, governance, and relationships with the Deputy City Manager and City Departments, and pursue higher accountability and continuous improvement of IT service delivery over the life of the Agreement.

The Consultant, as the City's IT Services provider, will work closely with the Deputy City Manager and City Departments to proactively provide best practice solutions and recommendations. The Consultant shall provide all aspects of service delivery, recommend service changes or upgrades, and assist City technology users. The Consultant will report directly to the Deputy City Manager, but will work closely with all City Departments on a daily basis. Some daily operations shall include:

- On-going consultation services to City staff related to the City's IT environment;
- Review of all user software and recommendations for software upgrades with the goal of all users having congruent software on all workstations;
- Provide support to City staff on budgetary planning, including yearly licensing costs, recommended software, and equipment;
- Provide recommendations regarding IT security and disaster recovery solutions for City environment; and
- Provide recommendations regarding emerging trends and potential upgrades related to hardware, software, and third-party applications specifically designed for a municipal IT environment.

The Consultant shall manage the performance of its assigned account personnel and continually seek opportunities to enhance and improve their performance. The Consultant shall provide the City with access to the data used to calculate its performance against the Service Levels and the measurement and monitoring tools and procedures utilized by the Consultant to generate such data for purposes of audit and verification.

The City expects the Consultant to facilitate access to its top management

executives as and when required.

C. Help Desk/Support Services

Help Desk/Support Services accounts for the largest single amount of support required and is the initial point of contact for most support requests. The Help Desk/Support Services shall include maintenance of all end user devices including desktop/laptop management, operating systems and application software, telephones, printers, scanners, peripherals, and basic training support of City end users. The Help Desk/Support Services shall also include interface between other contracted vendors to resolve user support issues, meeting setups, information gathering for higher level support, documentation of resolutions and proactive maintenance activities, user training, information gathering and other projects as time permits.

Help Desk services are the activities required to coordinate and respond to incidents and service requests made by City end users and technical staff. The Help Desk shall act as the single point of contact for resolution and escalation of all incidents and service requests related to all City technical requests. The services and activities required to provide and support the City's end user computing infrastructure include:

- Desktop devices and associated system software;
- Laptops/notebooks/iPads and associated system software;
- Telephones and mobile devices;
- Software that are part of standard desktop image;
- Business productivity software and City applications;
- Networked peripherals and standalone devices (i.e. printers, scanners, etc.); and
- Setup of technology such as laptop, projectors, and communications for meetings and webinars.

D. System Administration / Infrastructure Services

The Consultant shall provide day-to-day server and IT infrastructure systems support as needed, which includes, but is not limited to:

- Maintenance, repairs, and minor upgrades;
- Security and Enterprise system implementation and support;
- New user and terminated user activities;
- Virtual cluster and data storage management; and
- EOC and Disaster Recovery readiness support.

The Consultant shall perform proactive ongoing monitoring, and execute preventive, corrective, emergency, and adaptive maintenance of all City applications and IT Infrastructure. The Consultant shall perform incident, problem, change and release management responsibilities for platforms included in this RFP.

In the event there is unplanned incidents requiring on site coordination, the Consultant shall work with City staff to determine what services are needed.

The Consultant shall perform onsite service to migrate current infrastructure to the Cloud and conduct user training to City staff of Cloud use within the first twelve (12) months of executing the Agreement. All one-time costs to conduct the migration to a cloud-based platform from onsite servers, including any ongoing licensing costs should be included in the fee proposal.

E. Voice and Communications Services

The Consultant will provide general support and administration of the City's telephone system and conferencing equipment, including mobile device management implementation and support.

F. Network, Switching, Routing, and Wireless Services

The Consultant shall provide support and services for connectivity both inside City buildings and between buildings, including wiring, switching, routing, connectivity to ISPs, wireless management, 24/7/365 monitoring of all networking components, disaster recovery, failover, network security, security cameras, compliance (including PCI compliance activities), streaming media, and VPN.

The City hopes to use the website for future enhanced communications with the community and provide additional services online.

G. Scheduled On-Site and/or Remote Services and Support Personnel

The Consultant must provide ongoing support to the City through a combination of services designed to meet the City's specific IT support needs with a coordinated suite of services. On-site services will be provided on a mutually agreed schedule and any substitution due to the unavailability of the regularly assigned person will be a person of equal or better training and experience and knowledgeable of the City's environment and of the job descriptions noted in this RFP. Current onsite services are required once a month.

The City expects the Consultant to provide the following on-site and/or remote resources during normal City operating hours, augmented by additional on-site staff or remote staff as needed and unlimited remote helpdesk support to meet the City's day-to-day operational needs.

Desktop Support Analyst: Primary duties include handling City's tickets requiring on-site or remote presence and responding to user's requests, but he or she might also be used when available for other duties as assigned by City's Deputy City Manager. These duties can include the following tasks:

- Provisioning new workstations or laptops;
- Assisting with deploying new application client; and
- Following an established process to migrate mailboxes to Office 365.

Sr. Engineer or Equivalent: This can be either one person or a combination of engineers. The allocated time will be used to complete smaller projects (less than ten (10) hours of anticipated work) as assigned by City's Deputy City Manager. Example of smaller projects:

- Create a five-year IT strategic plan;
- Assess infrastructure for replacement and provide general estimates and proposals for budgeting, purchasing, and implementing of IT equipment;
- Provide consultation to City staff regarding IT infrastructure requirements for planned deployment or upgrades to application software; and
- Software and license compliance.

H. Proactive Remote Monitoring Services

In addition to coverage during normal business hours, the Consultant must provide 24/7 proactive remote monitoring services for servers, network devices, and any other critical IT infrastructure components. By establishing proactive remote monitoring, the Consultant's resources will be alerted to problems, outages, and warnings immediately allowing for quicker response times.

Proactive remote monitoring services include:

- Proactive monitoring of servers, network devices, and peripherals;
- Monitoring of vital systems and alerts;
- Notification of any indication of an impending problem;
- Daily monitoring of data backup status and addressing any issues;
- Server and workstation patch management;
- Detailed monthly reports;
- Application availability monitoring; and
- Virus and malware monitoring, prevention, and removal,

- I. Unanticipated Issues Resulting from System Updates/Patching or Scheduled Maintenance** – Proposers shall include troubleshooting and resolution of problems and outages that result directly from installing system updates or any other scheduled maintenance in the proposers' monthly service fees and shall not separately bill for such services.

NOTE: The City will require that each individual with access to the City's networks or systems be given their own login credential that may not be shared.

J. IT Strategic Plan

The Consultant shall take the lead and assist City staff with developing a five-year IT strategic plan. The Consultant shall complete the IT strategic plan within the first twenty-four (24) months of executing the Agreement.

K. After-Hours and Emergency Support

On-call support may be required for special circumstances to restore or address

City IT systems failure after hours. The Consultant shall bill those services separately using a rate table provided by the Consultant. All after-hours billable work requires an authorization by the Deputy City Manager. The City may create a list of pre-approved critical systems or categories and provide the list to the Consultant. Upon the City's request, the Consultant shall participate in disaster operations conducted by the City, a disaster declared by the City, and/or the operation of the City's Emergency Operations Center (EOC) when it is deployed. The Consultant's services shall include, but not be limited to, configuration of the emergency IT system, general IT support, and any other reasonable request made by the City.

L. Reporting

The Consultant shall provide regular monthly reports on performance metrics and overall system health to the Deputy City Manager. Proposers should provide, at a minimum, the reports specified below. However, Proposers are encouraged to produce more relevant metrics or KPIs, if available.

Monthly Help Desk metrics:

- Tickets opened/closed in the prior week;
- Open tickets report, length of time open;
- Mean Time to Respond, Mean Time to Resolve; and
- Tickets by category (e.g. application, department, etc.).

Quarterly Help Desk metrics:

- Tickets opened/closed in the prior month;
- Open tickets report, length of time open;
- Mean Time to Respond, Mean Time to Resolve; and
- Anti-Virus and Malware Reports.

Monthly System Report:

- Server system health;
- Disk space utilization;
- Workstation system health;
- Patching levels on servers/workstations; and
- Servers and Network Devices Uptime.

Quarterly Backup Reports:

- Data backup report;
- Backup integrity test; and
- Quarterly System Recovery Test Report;

V. CURRENT TECHNICAL ENVIRONMENT

The City's current network is primarily a gigabit 10/100/1000 based network. Primary internet is provided to the City through AT&T fiber on a hybrid 1000/1000Mbps line (Data plus VoIP).

All servers are virtual running on a single ESX host. The underlying production virtual machines are all protected by a Datto appliance (GIS is not). These backups are stored locally and replicated to the cloud.

Typical software for City servers is Windows Server 2012 Standard, desktops and laptops include Windows 10 and Microsoft Office365.

Hardware/Software

- Network
 - 10/100/1000 Switching
 - 3 HPE office connect 1920s 48G PoE+
 - Sophos XG 125 Firewall
 - Aruba IAP Wireless
 - 5 – IAP 305 Indoor AP's
 - 1 – IAP 270 Outdoor AP
- Servers
 - 1 HP DL360p G8 (Physical host)
 - DC1 – Active Directory/File/ (Virtual)
 - DC2 – Active Directory/Print (Virtual)
 - GIS1 – GIS (Legacy/Archive) (Virtual)
 - 1 Datto SP1000 (Backup appliance)
- User Endpoints/Workstations
 - 23 Desktops (HPE)
 - 13 Laptops (HPE)
 - 13 Tablets (Apple iPad's)
 - Additional Software:
 - Office 365 (Office and Email)
 - Arc GIS (Legacy)
 - Rain Master Irrigation Control
 - MOM Accounting Software

- 11 Desktop Printers
- 5 Networked Printers

VI. TERMS AND CONDITIONS

A. Conduct and Relationship with City:

The City expects the full cooperation and support of the Consultant in the performance and execution of the services as specified. The City has sole discretion over what it deems to be satisfactory performance and in the City's best interests.

B. Acceptance:

Submission of a response to this RFP will constitute acknowledgment and acceptance that the primary goals of this RFP as set forth in the "Scope of Services" section will be met and fully agreed upon by the Consultant.

C. Staff Assignments/Reassignments:

The City must approve all staff assignments for the project. Any changes to Consultant's lead staff assignment must be approved by the City prior to changes taking effect.

D. Purchase of Additional Services or Equipment

The City reserves the right to select outside vendors for the purchase of equipment and/or additional consulting services.

E. Agreement Requirement

The Consultant shall execute a written Agreement with the City within ten (10) calendar days after the City provides the Consultant with a notice of selection at the address given in the Proposal. The Agreement shall be made in the form adopted by the City. The Consultant warrants that he/she/it possesses, or has arranged through subcontracts, other equipment, labor, and materials necessary to carry out and complete the scope of services specified in this RFP in compliance with all applicable federal, state, county, and City laws, ordinances, statutes, and regulations.

F. Hours of Operations

Proposals shall include oversight of support for City IT services for City business during the hours of operation of Monday-Friday 8:00 A.M.- 5:00 P.M. IT services shall be required at City Council meetings every other Wednesday evening. IT services shall be operational 365 days per year, 24 hours per day, seven days per week, unless scheduled for maintenance. Emergency services may be required after business hours to support City business continuity.

G. Non-Discrimination

In the performance of the terms of the Agreement, the Consultant shall not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person(s).

H. Modification or Withdrawal of Submittals

Any Proposal received prior to the date and time specified for receipt of Proposals may be withdrawn or modified by the Proposer's written request. To be considered, however, the modified Proposal must be received by the deadline specified in this RFP.

I. Property Rights

Proposals received within the prescribed deadline become the City's property and all rights to the contents therein become the City's.

J. Confidentiality

Prior to selection of the Consultant, all Proposals will be designated confidential to the extent permitted by the California Public Records Act. Upon staff's recommendation of award of the Agreement to the Council, or if not recommended for awarding, after rejection of all Proposals, all Proposals will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the Proposals will be regarded as non-effective and will be disregarded.

K. Amendments to Request for Qualifications

The City may amend this RFP by addendum prior to the final Proposal submittal date.

L. Non-Exclusive Contract

The City reserves the right to contract with other firms or individuals during the term of the Agreement, or to issue multiple contracts for individual aspects of IT services as may be deemed in the City's best interests.

M. Non-Commitment of City

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a Proposal responding to this RFP, or to procure or contract for IT services. The City reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified Proposer, or to modify or cancel in part, or in its entirety, this RFP if it is in the City's best interest to do so.

N. Public Domain

All products used or developed in the execution of the Agreement resulting from this RFP will remain in the public domain at the completion of the Agreement.

O. Conflict of Interest

Neither the Consultant nor any employees, agents, or subcontractors of the Consultant who will be assigned to provide IT services, to the best of the Consultant's knowledge, own any property or interest in properties, business relationships, or sources of income that may be affected by the performance of the Agreement. Should either party to the Agreement learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict, the City may terminate the Agreement immediately. (See Exhibit A, Section 11).

P. Waiver of Conflict of Interest Disclosure

The City Manager may determine in writing that the Consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of the City's Conflict of Interest Code. Such written determination shall include a description of the Consultant's duties and based upon that description, a statement of the extent of disclosure requirements.

Q. Inspections

The City reserves the right to inspect the premises being operated under this RFP and any subsequent agreement at any time.

VII. PROPOSAL EVALUATION AND SELECTION

All Proposals properly received by the Proposal due date and time will be evaluated by City staff. City staff will rank the Proposals and may conduct interviews with selected Proposers. The Proposer selected as the most qualified to provide the requested services will be invited to negotiate an agreement based on the City's standard Professional Services Agreement, a sample of which is attached. If an agreement is not reached, the City may terminate negotiations and commence negotiations with the next most qualified Proposer, as determined by City staff. The City may conduct additional interviews, as necessary.

The City may negotiate the specific requirements and costs using the selected Proposal as a basis. The City reserves the right to reject any or all Proposals in its sole discretion. The City is not liable for any costs incurred by the submitting Proposers in preparing the Proposals.

The City will use the priorities below, as well as pricing, in determining which proposal best meets the City's needs. The City will be the sole determiner of suitability to the City's needs.

Proposals will be rated according to their: completeness and understanding of the City's needs, conformance to the requirements of the specifications, prior experience with providing comparable services, delivery, staff qualifications, reference checks, and cost.

Several key elements that will be evaluated include:

- The Proposer's knowledge of the City's current operating system, network management, maintenance, and hardware and software applications typically used in municipal government;
- The Proposer's demonstrated ability to perform the scope of services outlined;
- The Proposer's responses regarding the development of an IT strategic plan; and
- The Proposer's demonstrated experience and performance with similar technical environments and/or municipal or private organizations.

IX. PROPOSAL FORM
Statement of Qualifications

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY RESULT IN DEEMING THE PROPOSAL NON-RESPONSIVE.

The following Proposal is submitted the City of Westlake Village in response to the "Request for Proposals for Information Technology Services and Support" ("RFP").

Proposal Submitted By:

Name of Company Website

Address

City/State/Zip Code

Printed Name/Title

Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

_____ Years

If less than three (3) years and your company was in business under a different name, what _____ was _____ that _____ name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information.

Name

Title

Telephone Number/Email Address

Delivery of Services:

What is the lead-time for services to begin from the time of execution of the Agreement?
_____Days/Weeks (circle one)

References:

Please supply the names of companies/agencies for which you recently supplied comparable IT services as requested in the RFP.

_____ Name of Company/Agency No.	Address	Person to contact/Telephone
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_____ Name of Company/Agency No.	Address	Person to contact/Telephone
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_____ Name of Company/Agency No.	Address	Person to contact/Telephone
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Location:

How many miles is your company's business office located from the requested delivery address? _____ miles (31200 Oak Crest Drive, Westlake Village, CA 91361.)

Additional Proposal Information:

A. Executive Summary:

Include an Executive Summary or opening statement providing an overview of your understanding of the requested IT services, the responsibilities of the Consultant as set forth in the RFP, and the approach you would take if your Proposal is accepted.

B. Project Team:

Describe your background, qualifications, and ability to perform the IT services required. Provide a list of the personnel proposed to perform the services, their relationship to the services and your business, and their qualifications and experience to effectively manage the scope of services. Attach resumes of all personnel.

C. Relevant Experience

Provide a detailed summary of your relevant experience, with emphasis placed on those areas and qualifications showing your capability to effectively develop and manage the scope of services. In addition, list your approach to documenting the City assets, systems, procedures, and other documentation, as well as your ability to recommend upgraded infrastructure.

D. Workload

Provide a detailed outline of your business' current workload and ability to provide timely services. Describe your business' approach to providing proactive versus reactive support activities. In addition, describe your business' approach to continuously improving service delivery over the term of the Agreement, as well as your business' approach to providing "cross training" for your staff in order to minimize lost time caused by staff turnover and in ensuring continuity of services in event of absence or vacation of regular assigned staff.

E. Cost Proposal

1. Include the hourly rate(s) for professional IT services and support;
2. Include transition costs, if needed; and
3. Include emergency after hours hourly rate(s).

Exhibit A

Sample Professional Services Agreement

(City of Westlake Village/[consultant name])

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated [date] for reference purposes and is executed by the City of Westlake Village (“City”), a California municipal corporation, and [consultant name] (“Consultant”), a [state] [type of entity] (“Consultant”).

RECITALS

A. City desires to retain Consultant as an independent contractor to provide the following professional services: [services].

B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

- A. “Commencement Date”: [date].
- B. “Contract Administrator”: [name] or a duly authorized designee.
- C. “Contract Amount”: [compensation limit].
- D. “City Manager”: Raymond B. Taylor or a duly authorized designee.
- E. “Expiration Date”: [date].
- F. “Fee Schedule”: the fee schedule set forth in the attached Exhibit B.
- G. “Indemnitees”: City and its officers, agents, employees, and volunteers.
- H. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit C.
- I. “Services”: the tasks set forth in the attached Exhibit A.

2. Services.

A. Consultant shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.

B. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to City. Consultant shall consult the Contract Administrator for any decisions that must be made by City.

C. In the event any claim is brought against City relating to Consultant's performance of the Services, Consultant shall provide any reasonable assistance and cooperation that City might require.

3. Term.

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then City may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

4. Compensation.

A. City shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Amount.

B. Consultant shall submit monthly invoices to City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. Independent Contractor Status. Consultant is, and shall at all times remain as to City, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or to act otherwise on behalf of City as an agent. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

6. Work Product Ownership. All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without limitation upon use or dissemination by City.

7. **Confidentiality.** Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written authorization of the City Manager. Upon request, all City data shall be returned to City at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

8. **Conflict of Interest.** Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

9. **Indemnification.**

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by City. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of City, as determined by final arbitration or court decision or by consensus of the parties.

10. **Insurance.** Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

11. **Suspension.** The Contract Administrator may suspend all or any part of the Services for City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

12. **Notices.** Any notices, invoices, or other documents related to 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 e-mail or facsimile before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail or facsimile after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Westlake Village
31600 Oak Crest Drive
Westlake Village, CA 91361

Attn: [REDACTED]
E-mail: [REDACTED]
Fax: [REDACTED]

Consultant

[REDACTED]
[REDACTED]
Attn: [REDACTED]
E-mail: [REDACTED]
Fax: [REDACTED]

13. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

14. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

15. Exhibits. Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

16. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

17. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[consultant name]

[use this signature block if the consultant is a corporation]

 Chairperson President Vice President

Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if the consultant is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Westlake Village

Mayor

Attest:

City Clerk

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

(attached)

EXHIBIT B
Fee Schedule

(attached)

EXHIBIT C
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to City.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against City for injuries to employees of Consultant resulting from work for City.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

4. Consultant shall furnish to City an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of subrogation. The certificates and endorsements must be received and approved by the

Contract Administrator prior to commencement of work. City reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to City for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by City in such event shall be promptly reimbursed by Consultant or City shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. City reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.