

CITY OF BRAWLEY
REQUEST FOR PROPOSAL
UNIFIED COMMUNICATION VoIP PHONE SYSTEM AND SERVICES



Proposal Release Date:
September 19, 2022

Response Due:
October 21, 2022
5:00 P.M. (PDT)

Submit Responses Electronically To:
Thomas Garcia
tgarcia@brawley-ca.gov
and
Armando Garibay
agaribay@brawley-ca.gov

1. PURPOSE OF REQUEST FOR PROPOSALS AND GENERAL TERMS AND CONDITIONS

1.a. Purpose of Request for Proposal

The City of Brawley (City) seeks a solution that integrates its communications system with a Voice over Internet Protocol (VoIP) integrated voice and data system. All existing telephones should be replaced with equivalent IP phones that support basic telephony features. An employee should be able to log into a user profile to self-administer basic functionality such as voicemail access and call forwarding. Users should also have the option of a soft phone client available on desktop and / or mobile devices to allow the ability to make and receive calls from any location. Administration should similarly be available via web login to make changes to call flow from any location.

City requires that any system have the capability to service remote locations with the same features and functionality as the main office should the need arise. System directories, class of service for telephony capabilities, and trunk group access should apply to all locations.

The City currently has a radio point-to-point connection to the remote sites, in which VLAN voice data is passed through to the remote locations. City also requires the ability to install a " failover/ backup system" that will work in tandem with the main system to process calls as needed, either due to emergency, power outage, or capacity issues. This " failover/ backup system" may reside in the City of Brawley or in another city. If the final solution is hosted, document the failover process if there is a host failure. Each vendor should include in their response the benefits that their system will provide including, but not limited to, the increased efficiencies that staff and inbound callers will realize.

The successful vendor for this contract will be the sole authority and responsible party for this installation. The City's goal is to establish a relationship with a single point of contact for all support necessary for the project. It is the intent of this Request for Proposal (RFP) that the responder shall provide a complete, end-to-end solution for the installation. The vendor shall provide all design, planning, system architecture, installation, network analysis, training, and post installation support for the project. City staff will act in oversight and advisory positions only. The vendor is also expected to provide a comprehensive training plan for all employees based on the phone systems/solutions assigned. It is expected that City staff will require technical training at various levels and that line staff will require training on the new systems. The vendor is expected to plan and conduct the installation of the project with minimal impact to daily operations and staff. Staff will work closely with the vendor to create a working project plan that will achieve these goals.

1.b. Questions Regarding the RFP

The City will host a virtual one hour session on **Friday, September 30, 2022 from 10:00am to 11:00noon** Pacific Standard Time to answer any questions from potential interested vendors.

This session is optional and may be attending using the following information:

Meeting ID – 874 5806 1775
Password - 233997

Any questions, interpretations, or clarifications, either administrative or technical, or contractual about this RFP must be requested via email by **Monday, October 7, 2022**. Written questions and additional information may be obtained by contacting:

Armando Garibay
Information Technology Director
agaribay@brawley-ca.gov

1.c. Delivery of Proposals and Selection Process

To be considered responsive to this RFP, Proposer must submit proposals in the format identified in this section. If you or your company would like to be considered for this engagement, we invite your response due no later than **5 p.m. on Friday, October 21, 2022**. Late submission of responses shall not be considered. Submittal of response shall only be accepted by email. All other forms including (mail, fax, walk-in, etc.) are not acceptable.

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Proposed services and related pricing and warranties contained in the proposal must be valid for a period of 120 days after the submission of the proposal.

All proposals shall be submitted in a PDF file format by email only to:

tgarcia@brawley-ca.gov and
agaribay@brawley-ca.gov

A selection committee will evaluate, select, and recommend a proposal to the City Council. Following the notification of the selected vendor, a recommendation and proposed contract will be prepared for review and approval by the City Council at its **Tuesday, December 20, 2022** meeting.

1.d. Rejection, Property of Proposals, Proposer's Cost and Confidential Material

The City reserves the right without prejudice to reject any or all proposals submitted. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, and to allow corrections of errors or omissions. At the direction of the City of Brawley, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Proposals become the property of the City and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award.

Submission of a proposal indicates acceptance by the individual or vendor of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the vendor selected. There is no expressed or implied obligation for the City to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request.

Proposer must notify City in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. City shall have

sole discretion to disclose or not disclose such material subject to any protective order which Proposer may obtain.

1.e. Cancellation

This solicitation does not obligate the City to enter into an agreement. The City will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP, however, the City reserves the right to cancel, modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary by City staff.

1.f. Term of Engagement

It is the intent of the City to contract for the services presented herein for three years with an option to extend for two (2) subsequent years. The additional two-year term is subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm. The proposal package shall present all-inclusive fees and charges for services for each year of the initial contract term, and each renewal term.

1.g. Byrd Anti-Lobbying Amendment 31, U.S.C. § 1352

The City will use federal funds in connection with some or all of this purchase, therefore, contractors who apply or bid for an award of \$100,000.00 or more shall file the required certification, included as Exhibit A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2. COMMUNICATION WITH STAFF, PROPOSAL REQUIREMENTS AND BUDGET

2.a. Communication with Staff

From the date the RFP is issued until a contract is executed, communication regarding this project between potential vendors and individuals employed by the City of Brawley is prohibited. However, written communication with the procurement contact, as listed on page two of this Request for Proposal, is permitted. Questions and comments during the virtual vendor meeting and interview selection processes are allowed and encouraged.

Once a determination is announced regarding the selection of a vendor, the Vendor will be permitted to speak with person(s) participating in contract negotiations.

Violation of these conditions may be considered sufficient cause to reject a vendor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

- Contacts made pursuant to any pre-existing contracts or obligations; and
- Presentations, key personnel interviews, clarification sessions or discussions to finalize a contract, as requested by the City of Brawley.

2.b. Proposal Requirements

The Potential Vendors shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified. To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and attachments and be arranged in consecutive order.

Executive Summary. This section shall serve to provide the City with the key elements and unique features of the proposal by describing how the Potential Vendor is going to provide the best solution. The Executive Summary should include a schedule of major milestones to accomplish the implementation.

The Executive Summary should also include a list of high risk or problematic areas which were identified during the proposal process that are reasons for concern. Potential Vendor will not be evaluated on this paragraph and cannot lose evaluation points for listing areas of concern. These concerns will be addressed with the successful Vendor during negotiations.

Experience & References. Provide a list of at least three (3) references where you have provided similar goods and services to include company name, address, contact name, phone number, number of phones in use and number of years each has been using your system.

Staff Qualifications and Availability. Provide information concerning the experience, background and resumes of those persons who would actually perform work on the project. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

Conceptual Treatment of Project and Work Plan. Describe in more detail the approach to the project. Include a preliminary project plan that includes Potential Vendor's concept of the project including the methodology to be used, proposed timeline, and the major deliverables to be produced. In addition, the Potential Vendor must provide and specify the roles and responsibilities for the City and Potential Vendor. Include any assumptions and constraints.

- The full network assessment process shall be described along with the vendors ability to perform the required cable installation connections.
- Indicate your plan of action to perform and experience in performing the 911 services.
- Describe your solution to the Call Accounting System.
- The city currently uses Microsoft Office 365. Please describe any compatibility your solution has with the Office Suite of Products along with any additional license requirements to Office 365.
- VoIP will require specialized training for end users and system administration staff. Indicate your comprehensive training solution to train City employees at various levels. Indicate if this is a "train the trainer" implementation and include staff time requirements.
- Provide a complete list of off-premises or virtual training classes including description, time required, location and target audience. Are the costs for these services included in the proposed price schedule?

- Indicate the number of manuals and operation handbooks to be provided to each employee on site at each location, at no additional cost to City. Electronic guides are preferred.
- If in print form, indicate the method that City will use to obtain additional manuals and/or handbooks.
- City's expectation is to have a single point of contact, i. e. a single point of authority and a single contracting entity for this project. This is of a critical nature for this RFP; a contract will NOT be awarded to a vendor who does not have this single point of accountability. Indicate your understanding and compliance with this requirement.
- Provide required / recommended connectivity to implement the proposed solution.
- Recommend and illustrate equipment to be installed by City
- Provide a solution to redundancy / failover in case of system wide failure, ensuring that the system is operational.
- Vendor will supply ALL additional equipment and software for system programming and operation. Indicate your solution to this requirement.
- System security features need to be built in allowing the administrator to remotely assess all levels of users. Indicate your ability to provide this level of security.
- Upon delivery the vendor shall provide documentation showing call handling and device addressing schemas, initial equipment inventory for each location including model/ serial numbers, switches, routers, and other relevant equipment information.
- The vendor provided project manager for installation and continuing contact with the vendor is a critical position. City wishes to be able to meet and interview this person as part of any finalist interview. Please indicate concurrence with this philosophy.

Vendor shall provide a complete listing of maintenance and support services offered, such as but not limited to:

- How many years has your company been in business?
- How long have you been providing telephone systems?
- What is your company's primary line of business?
- Provide a brief overview of your company (furnish your business philosophy, mission statement, management structure, organization chart, etc.).
- How many employees do you have?
- What is the total years' experience your employees have in this profession; what is the average?
- State the type of ownership of your company.
- Give the state and date of your incorporation if applicable.
- List headquarters and regional / full-service / office locations, and website address.
- Provide the key contact name, title, address, telephone and email address. Also identify the person(s) authorized to contractually bind the organization.
- Please provide status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer.
- Do you anticipate that your company will be acquired in the foreseeable future?
- Is your company planning to acquire any other companies? If yes, please provide the names of the companies and the nature of the business.

- What type of insurance coverage do you carry? Describe the amount of coverage as outlined in Section 5 of the City's standard contract requirements attached as Exhibit B to this RFP.
- Describe any other value-added services your company can provide.

Technical Requirements. *Vendor responses to this RFP should cover the following topics.*

- *IP-based voice capabilities and intelligent network infrastructure*
- *Reliability*
- *Voice quality – Provide SLA and tools to monitor voice performance metrics such as MOS, Packetloss, and Jitter.*
- *Provide any network requirements. Provide a way to evaluate the current network and evaluate the LAN's suitability to handle proposed VoIP traffic*
- *Provide at least two and up to five Experience and References – including at least one municipality, government or non-profit organization.*
- *Voice Messaging*
- *System Administration*
- *Support/Service Capabilities including average response times for remote and on-site support services.*
- *Scalability*
- *System longevity – including software updates, patches, and new releases.*
- *Simplicity of Installation*
- *Training and usage*
- *Failover/emergency backup option*

License Agreement, Software Maintenance Agreement and Hosted Agreement and Fees must be provided for review and evaluation by the City.

2.c. CONTENTS OF COST PROPOSALS (submitted in separate PDF file)

NO DOLLAR AMOUNTS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL.

City is requesting all vendors to provide cost estimates for required software upgrades and maintenance for the next five years if these expenses are not included in an ongoing service agreement.

The budget narrative should thoroughly and clearly describe each category of expense. Proposed budgets must be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). Vendors should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. The narrative should be mathematically sound and correspond with the information and figures provided. The narrative should explain how the vendor estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format.

The Budget Narrative must include the following:

- Include unit price for equipment, software, and other line items
- Price of installation
- Price of training or one-time onboarding costs
- Indicate if fees are reoccurring or one-time. If reoccurring are they subject to any increase, if so by how much? Preference will be to user licensing that can increase and decrease throughout the duration of the agreement while remaining co-terminus with the initial contract.
- Annual price for hardware maintenance and support
- Annual price for software maintenance and support

Specifically, the initial order is estimated to be 63 desktop phones, 47 software phones, plus an additional 6 phones as back-up options in the event additional staffing, damaged or stolen equipment. The equipment pricing will be used for purchases of equipment throughout the term of the contract. All yearly maintenance and support fees shall be provided at a "fixed" per year price. Operation of all software and hardware products shall be warranted at no additional cost.

2.d. TOTAL ALL-INCLUSIVE MAXIMUM PRICE

The cost proposal should contain all pricing information relative to implementing a Communications VoIP Phone system as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

Provide a pricing matrix for all equipment and services, including switches, telephones, telephone cabling, labor, etc. All prices on equipment must be itemized. The pricing must also reflect the cost of taxes, shipping, and handling or any other costs of implementation. Additionally, City reserves the right to purchase all or some of the proposed solution.

City wishes to ascertain any/ all maintenance costs and the length of the warranty on the system. The maintenance cost should include the all-inclusive hourly charge rates (during specified hours), any travel expenses to be reimbursed, the percentage of markup on any materials.

2.e. MANNER OF PAYMENT

Progress payments shall be clearly defined in the pricing model.

3. EVALUATION AND AWARD CRITERIA

3.a. Evaluation Method

Proposals will be reviewed by an Evaluation Panel made up of representatives of the City. The Evaluation Panel will select a "short list" of qualified Service Providers who will be formally interviewed.

The RFP shall be awarded to the Vendor whose proposal is most advantageous to the City with price and other factors considered in section 3.b. These include responses to the RFP questions; demonstrated technical ability and expertise; reference calls and/ or recommendations; memberships, licenses, ISO certifications, or any other applicable membership or certifications; presentations to the evaluation team (if applicable); on-site visits at vendor's site (if applicable); product samples which the City may request as part of the RFP process; and any additional criteria deemed appropriate by the City which

would lend itself to establishing the service provider's viability to perform the work as outlined in this RFP.

3.b. Evaluation Criteria

The proposals will be evaluated and ranked in accordance with the evaluation criteria described below.

Overall cost to City and ability to guarantee pricing for the contract period. Reasonableness of the individual firm -fixed prices and/ or hourly rates, and competitiveness of quoted firm -fixed prices with other proposals received; adequacy of the data in support of figures quoted; basis on which prices are quoted.	30 points
Ability to meet the requirements of the RFP Scope of Services - strength and stability of the firm; strength, stability, experience, and technical competence of project staff; logic of project organization; adequacy of labor commitment.	25 points
Maintenance, implementation, training, support offerings and ease of solution's use. Experience in providing services like those requested herein; experience working with public agencies; assessment by client references.	25 points
Acceptance of City's RFP Terms and Conditions, completeness of response, and interview	20 points

Discussions will be conducted with the most qualified bidders for the purpose of clarification to assure the full understanding of, and conformance to, the solicitation requirements.

4. TELEPHONE SYSTEM AND SOFTWARE CONSIDERATIONS

The new telephone, voicemail and unified messaging system design should provide a uniform communication system for all City facilities and shall be expandable at the convenience of the City. The new system must provide a single system in terms of dialing, feature access, and administration. City intends to have the new communications system administered from the Brawley Police Department.

City believes that a Voice over Internet Protocol (VoIP) solution would be advantageous and wishes all vendors to make their proposals accordingly. City would like a hosted phone system option to be made available in the proposal with cost breakdown.

Network Assessment:

City of Brawley understands and expects that the vendor will need to conduct a full network assessment to determine the viability of integrating and installing the new voice system onto the existing data network. The needs and expectations of a converged network do place different requirements on the network in terms of quality-of-service (QoS), packet prioritization, cable quality, termination specifications, etc. Although City believes that the network is voice ready, City desires vendor to perform a full network assessment and determine what, if any, network updates or quality mitigation processes must be achieved in order to support the new communications system. Vendor will provide all results of the assessment including necessary network maps, specification thresholds, problem areas and the recommended solution and cost for each.

Cable:

The network assessment should include the cost to test existing network cabling. Vendor will provide cable from the wall to the phone. As the installation is expected to be "in-line" with the handset/ endpoint existing between the wall jack and the computer, any additional cabling will be provided by the vendor. The vendor will be responsible for wiring connections from the VoIP system to any communications equipment utilizing the VoIP system. Vendor is responsible for re-termination of services from existing system to the new VoIP system. Any additional cabling/ wiring needed by the vendor to complete the installation should be included as part of the RFP response.

Required Services:

Automated Attendant – The city wishes to utilize auto attendants to provide IVR functionality to key phone numbers that will deliver calls to multiple destinations

Ring Groups – The proposed system must have the functionality to ring multiple destinations in a group format with options on how to distribute calls to members of the group.

Voicemail to email – The City wishes to have the ability to send email notification including the recorded message to a user's defined email address. Shared mailboxes should also be available and not require a user. These would be used at a group level and sent to distribution email addresses.

Enterprise Mobility – City wishes to enable a highly mobile workforce to communicate on the device of their choosing regardless of location (office, field, home etc.). The goal is constant connectivity and mobile unified communications no matter the location. The solution should essentially extend the features of the desk phone to a mobile device.

Retention of Phone Records- Vendor should be able to retain Citywide call logs for a period of up to two (2) years. Call Recordings should be available via FTP or similar transmission method for on-site storage in the City's data infrastructure. Records Retention Policy citation Government Code 34090.6.

Call Accounting System - A Call Accounting System (CAS) is required and must be part of the base proposal for this system. The CAS must include Call Detail Record (CDR) for inbound, outbound, and internal calls and usage reports for all types of inbound, outbound, and internal calls. City is very concerned about the metrics for call length, number of calls unanswered, going to voicemail and dropped calls. Please describe your solution to the CAS and attach sample reports. Vendor should also provide training for up to five (5) employees in the administration, maintenance, programming, and daily operation of the CAS.

Automatic Call Distribution (ACD) -

911 Services - Emergency 911 Services are mandated for this system. The vendor shall provide a solution for 911 dialing from within the network that achieves all of the expected performance of a 911 system without substantially changing any of the expected normal operations of the system. If a staff person currently presses 911, it is expected that they will continue to perform the same activity and achieve the same result. Additional capabilities expected from the emergency call procedure are the ability to initiate an emergency call to be automatically routed to other desks within City.

Feature Set:

The list below is a partial list of features that have been requested. It is provided as a baseline and as a starting point for the expected operations of the system. City expects that the successful vendor will have experience with corporations and other businesses of the City's size and scope and will be able to provide consulting advice, input and insight into what other organizations are using, and to provide suggestions that will enhance the usability and functionality of the system. Please identify which features are standard and which are available at an added cost.

Add on conference	Custom call routing (CCR)
Automatic call back	Call waiting, caller ID name and number
Automatic call distribution (ACD) Groups	Direct inward dial (DID)
Automatic alternative routing	Extension dialing and transfer calls between locations
Auto / Speed dialing	Find me / follow me
Bridge call appearances	Fax / eFax management / fax to email / fax server
Call waiting	Group call pick up
Call forward / busy / no answer/ all calls	Consistent and excellent quality voice
Call redirect	Call recording
Call hold / release	Conference bridging for internal and external calls
Call park / pickup	Integration with leading smart phones & tablets (enterprise support & products for mobile devices)
Call transfer	Music on hold
Calling line ID name and number	Voicemail light indicator
Call forward capability to external numbers	Remote handsets
Voice over VPN	Station message detailed report (SMDR)
Make / drop conference	Toll charges, classes of service for toll restrictions
Soft phone features	Night / after hours service
Unified communication	Prime Line select
Shared extension on multiple phones	Speaker phone capable
Programmable buttons with paperless labels	Paging and group paging
Remote maintenance / administration	Voicemail
Voicemail forward to email to another extension	Recorded phone prompts and routing capabilities for call center

Single Point of Responsibility:

City expects to have a single point of contact, i. e. a single point of authority and a single contracting entity for this project. City will not enter into any agreement that does not provide a single point of accountability for the installation of the system.

Technical Requirements:

The vendor must provide a complete system design showing the integration of the voice network into the data network. Further, the vendor must provide methodology for assuring voice quality throughout the system. Core system servers, switches, call managers, and other equipment will be installed in the City Data Center. Remote site equipment will be installed in secure data closets at each remote site. Vendor will provide recommendations and schematics showing the placement of the equipment in the appropriate network racks or cabinets. If the amount of rack space is insufficient, vendor shall make sure additional racks or cabinets are included in the bid.

If vendor proposes a switching solution based on Power over Ethernet (POE), vendor shall provide detailed specifications for the switching equipment, pricing, and placement for the equipment. Maintenance costs of this equipment shall be reflected in the maintenance section of the response.

Redundancy/ Failover:

It is the intent of this RFP to have a system that has failover capabilities in case of system failure and to have an acceptable level of redundancy in case of power failure or other incident. Please provide your solution to assure the system is operational 24/ 7. It is our intent to explore the possibility of installing another " backup" system at another location that calls can be automatically rerouted to in the event of a main system failure. This system may reside in data center City has selected for this purpose or within the City of Brawley. It must also be able to process additional calls during peak times or emergencies. The City of Brawley has a 24/7 dispatch center for public safety and also provides these services to the City's of Westmorland and Calipatria, CA.

System Administration:

City Staff will administer the system. Installation of the new VoIP system will include training for staff in system administration. Remote administration of the system must be available to technical and operations staff. Vendor shall supply all additional equipment and software needed for the system programming and operation.

Security:

The system should have security set features built in that allow the administrator to remotely administer security levels of users. It should fully integrate with City's Active Directory and should allow the administrator to control class of service and class of restriction. The winning bidder will also supply all system level passwords to the City.

Vendor Requirements:

Vendor will provide documentation showing call handling and device addressing schemes, an initial inventory of equipment for each completed location including model and serial numbers of phones, switches, and routers, as well as any other relevant equipment.

Project Management:

Vendor is expected to provide a project manager for this installation that will interface and become the main contact with the vendor for the duration of the project. This project manager will be assigned to City throughout the life of the project. City reserves the right to request a change in project management based on performance.

Warranty:

Vendor will provide a minimum one- year warranty on all equipment and installation.

Maintenance and Support:

Vendor shall provide City with a complete listing of available service and support plans. These shall include the range of offered services including the escalation plan and following levels of support: an itemized list of services for each site; ongoing maintenance cost; forecast any increase for 2- 3 years for hardware, software maintenance, licensing needs; vendor to provide detail of local support, hours or limits of coverage for service and repairs; vendor to provide their maintenance plan options with one hour or less response times; and provide software upgrade plans inclusive in maintenance.

Transition Plan:

City expects the installation of the new system to have little or no impact to on-going operations with no impact to dispatch services specifically. Vendor is expected to have experience in this area and to provide City with a plan to accomplish this as follows: vendor to create a design to move the units off the old system to the new system with minimized disruption to staff and to create a preplanned schedule for notification purposes; vendor to provide how (and validate procedure) the parallel process will migrate old to new; and all documentation, installation, reports, and materials must be provided to City prior to commencement of installation, followed by submission of any Moves, Adds, Changes (MAC).

5. DESCRIPTION OF THE GOVERNMENT**5.a. Background Information**

The City of Brawley is located on the southeastern region of the State of California, in the center of the Imperial County. Although the region is a desert with arid conditions, it is also one of the most fertile agricultural areas in the United States. This is possible through water provided by the All American Canal from the nearby Colorado River in addition to an intricate system of canals throughout the region.

The City of Brawley was incorporated on April 6, 1908, as a general law city which operates under the council/manager form of government. The City is governed by a five member City Council. Council members serve for a period of four years on staggered schedules. Every year, the City Council selects a Mayor from its members to serve for a one year term. The Brawley City Council hires a City Manager to act as the chief administrator for the City's day to day operations.

The City of Brawley is a full-service city. Services provided include police, fire, street maintenance, parks, recreation, library, water, sewer, solid waste, airport, housing, planning, building inspection, and general administrative services.

6. SCHEDULE OF EVENTS

EVENT		DATE
1.	Release Request for Proposal	Thursday, September 19, 2022
2.	Virtual Vendor Question and Answer	Friday, September 30, 2022 from 10AM – 12PM
3.	Deadline to submit written questions	Friday, October 7, 2022
4.	Deadline for receipt of proposal	Friday, October 21, 2022 by 5:00PM
5.	Evaluation Period	From Monday, October 24 to Friday, November 4, 2022
6.	Interview of top Vendors	From Monday, November 7 to Thursday, 10, 2022
7.	Final recommended selection	Friday, November 18, 2022
8.	Contract Negotiations	Starting on November 18 through December 2, 2022
9.	Tentative contract award date	Tuesday, December 20, 2022

7. REQUIREMENTS OF FIRM

If selected to provide the services described in this RFP, the Firm shall be required to comply with the insurance requirements set forth below:

a. General

Firm shall, throughout the duration of this Agreement, maintain insurance to cover Firm, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.

b. Commercial General Liability

Commercial General Liability “per occurrence” coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

c. Automobile Liability

Automobile Liability “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

d. Workers’ Compensation

Workers’ Compensation coverage shall be maintained as required by the state of California with waiver of subrogation.

e. Professional Liability

Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Firm in an amount not less than \$1,000,000 per claim.

f. Endorsements

Firm shall obtain endorsements to the automobile and commercial general liability with the following provisions:

- a. The City (including its elected officials, officers, and employees) shall be named as an additional “insured.”
- b. For any claims related to this Agreement, Firm’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Firm’s insurance and shall not contribute with it.
- c. Firm shall provide evidence of the additional insured primary and non-contributory endorsements to the City in conjunction with the Certificate of Insurance.
- g. Notice of Cancellation
Firm shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Firm shall immediately obtain a replacement policy.
- h. Authorized Insurers
All insurance companies providing coverage to Firm shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California
- i. Insurance Certificate
Firm shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, no later than 10 days after the execution of this Agreement and before any commencing any work.
- j. Substitute Certificate
No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Firm shall provide a substitute certificate of insurance or notify the City of the intent to renew the current policy.
- k. Firm’s Obligation
Maintenance of insurance by the Firm as specified in this Agreement shall in no way be interpreted as relieving the Firm of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Firm may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

Business License

If selected to provide the services describe in this RFP, throughout the duration of the contract, the Firm shall be required to hold a valid and current City of Brawley business license. License application can be found online at: <https://www.brawley-ca.gov/section/Finance/Forms>

Contract Form and Execution of Contract

The successful proposer will be required to enter into an agreed upon Professional Services Agreement. The contract shall be signed by a principal of the selected firm and returned together with insurance policies and certificates of insurance, within 10 business days after the Notice of Award of Contract.

A standard City contract template is provided as Exhibit B to review and consideration in responding to this RFP.

If an alternative contract is preferred or required by the responding firm, it should be included for the City's review in the response to this RFP. Otherwise, the City's standard contract template will be utilized for contract negotiations.

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, " Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

PROFESSIONAL SERVICES CONTRACT

CITY OF BRAWLEY

PROFESSIONAL SERVICES AGREEMENT WITH

[Insert full name of Consultant and Project Name and/or number]

This Agreement for Professional Services ("Agreement") is made and entered into by and between the City of Brawley ("City"), a California municipal corporation, and [Complete name of legal business entity], a [Business status, such as a California corporation] ("Contracting Party" or "Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. City desires to retain Consultant to install a Unified Communication VoIP Phone System and Services; and
- B. On September 1, 2022, the City issued a Request for Proposals (RFP) for the Unified communication VoIP Phone System and Services, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement was approved by Brawley City Council on [], 2022.

Now therefore, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference (the "Services"). Contracting Party represents and warrants that they are a provider of first-class work and/or services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contracting Officer, or assigned designee.

2.1 Term. Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on [] and end on [] ("Initial Term"). This Agreement

may be extended for an additional XX years upon mutual agreement and amendment by both parties ("Extended Term").

2.2 Contract Officer. The "Contract Officer", otherwise known as Armando Garibay, Information Technology Director, or assigned designee may be designated in writing by the City Manager of the City. It shall be the Contracting Party's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the Services, and Contracting Party shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," (the "Schedule of Compensation") attached and incorporated by reference for services performed under this Agreement. The method of compensation set forth in the Schedule of Compensation includes payment for time and materials based upon Contracting Party's rate schedule.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed amount in dollars (\$XX,000.00). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed in accordance with the terms of this Agreement, including times and dates or number of hours worked, and names of persons performing the services. Upon approval in writing by the Contract Officer, or assigned designee, City will pay Contracting Party for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

3.3 Compensation for Additional Services. Any compensation for Additional Services amount to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer, or assigned designee. Any greater amount of compensation for Additional Services must be approved by the Brawley City Council, the City Manager, or Department Head, depending upon City laws, regulations, rules, and procedures concerning public contracting. Under no circumstance shall Contracting Party receive compensation for Additional Services unless prior written approval for the Additional Services is obtained from the Contract Officer, or assigned designee.

3.4 Force Majeure. The time period specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contracting Party, including but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than the City, and unusually severe weather, if Contracting Party shall within ten (10) days of the commencement of such delay notify the Contract Officer, or assigned designee, in writing of the cause of the delay. The Contract Officer, or assigned designee, shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in the Contract Officer's judgement such delay is justified.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising

out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its elected and appointed officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein. Consultant shall provide Certificate of Insurance to City along with all required endorsements. Certificate of Insurance and endorsements must be approved by City's Risk Manager prior to commencement of performance.

5.1 Commercial General Liability "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.1.1 Must include the following endorsements:

General Liability Additional Insured (The City including its elected officials, officers, employees, agents, and volunteers)
General Liability Primary and Non-contributory

5.2 Automobile Liability "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage. Personal Auto Declaration Page if applicable.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.3.1 Must include the following endorsements:

Workers Compensation with Waiver of Subrogation
Workers Compensation Declaration of Sole Proprietor if applicable

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5. For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement at any time, by giving a thirty (30) days' written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. Upon receipt of any notice of termination, Contracting Party shall immediately cease all services hereunder except such as may be specially approved by the Contracting Officer, or assigned designee. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 California Law. The Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Inasmuch as performance hereunder shall occur in Imperial County, California, and legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Imperial, State of California, or any other appropriate court in such county, and Contracting Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Notification of Dispute. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore.

7.3 Retention of Funds. During the period of time that the Contracting Party is in default, City shall hold all invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

7.4 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees; provided, however, that the attorney's fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the

reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorney's fees shall include attorney's fees on appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation.

7.5 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. City Cooperation. City shall provide Contracting Party with any plans, publications, reports, statistics, records, or other data or information pertinent to the Services to be performed hereunder which are reasonably available to Contracting Party only from or through action by City.

10. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits, compensation, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. Contracting Party shall have no power to incur any debt, obligation, or liability on behalf of the City. Except for the Contract Sum paid to Contracting Party as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contracting Party for performing the Services hereunder for City. Contracting Party further agrees to indemnify and hold City harmless from any failure of Contracting Party to comply with applicable workers' compensation laws.

11. Conflicts of Interest. Consultant (including its employees, agents, and sub-consultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

No officer or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other compensation for obtaining this Agreement.

12. Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event or any default or breach by City or for any amount which may become due to Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

13. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

14. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or sent by prepaid mail to the other party to the addresses listed below. Either party may change its address by notifying the other party of the change of address in writing.

To City:

To Consultant:

With a copy to:

City Attorney
William Smerdon
400 Main Street
Brawley, CA 92227

15. Miscellaneous Provisions.

15.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

15.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties and approved by Contracting Party and by the City Council of City.

15.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

15.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

15.5 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

15.5.1 Wage and Hour Compliance. Contracting Party shall comply with applicable Federal, State, and local wage and hour laws.

15.5.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

15.6 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

15.7 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of Brawley business license, if applicable. Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by the City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees. Consultant shall be responsible for all subcontractors' compliance with this Section.

15.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

15.9 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

15.10 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

15.11 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement

supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

16. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

17. Representative of Contracting Parties. The following principles of Contracting Parties ("Principles") are hereby designated as being the principals and representatives of Contracting Parties authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF BRAWLEY
a California Municipal Corporation

CONTRACTING PARTY

By: _____

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

ATTEST:

Name: _____

Title: _____

Alma Benavides, City of Brawley City Clerk

Date: _____

APPROVED AS TO FORM:

By: William Smerdon, City Attorney
City of Brawley, California

EXHIBIT A
Scope of Services

1. Services to be Provided.:

EXHIBIT B
Schedule of Compensation

The maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed **XX (\$XX)** encompassing the initial and any extended terms ("Contract Sum"). The Contract Sum shall be paid to Contracting Party in installment payments made **on a monthly basis.**