



REQUEST FOR PROPOSAL

Consulting Services - Cable Television System Franchise Renewal

ISSUE DATE: October 1, 2014

**CLOSING LOCATION:
EXECUTIVE OFFICE
CITY OF LONGVIEW
1525 BROADWAY
LONGVIEW, WA 98632**

**CLOSING DATE AND TIME:
NOVEMBER 3
5:00 PM PST**

CONTACTS:
for RFP Questions:

Judy Jones, IT Director

E-mail: Judy.Jones@ci.longview.wa.us

**RFP: CONSULTING SERVICES - CABLE TELEVISION FRANCHISE RENEWAL
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1 OBJECTIVE

The purpose of this Request for Proposal is to acquire consulting services to assist the City of Longview in renewing its cable franchise agreement with Comcast Cable or soliciting for other cable service franchises. The consulting services Proponent must have experience working with municipal governments or comparable agencies on telecommunications issues as an independent consultant.

Funding for this project will be appropriated in the 2015-16 Adopted Budget for the City of Longview. A sum of \$70,000 has been recommended for consultant and non-staff expenses related to this project.

Consulting services will take place in partnership with City staff. Key project steps include the following:

1. Project initiation.
 - Review project objectives, internal project documents, current franchise and related ordinances, and input gathered by City internal project team.
 - Meet with City staff to discuss documents and project. Gain a clear understanding of project goals and objectives. Gain a clear understanding of specific City staff roles related to the project.
 - Review modified project plan based on discussions.
2. Provide information to staff and to public; lead workshops
 - Provide education to city staff and community about franchise agreements, including an overview of what can and cannot be addressed in franchise agreements
 - Conduct and participate in 2-3 evening and daytime workshops for members of the public and/or interested stakeholders
 - Share City project goals
 - Provide brief educational presentations so workshop participants understand current process and the types of franchise-related requests that could be included in a franchise agreement
 - Respond to questions from workshop participants
 - Utilize feedback received in subsequent negotiations
3. Provide franchise negotiation assistance as follows:
 - Assist in developing renewal procedures consistent with federal, state, and local laws
 - Work with City Attorney to identify requirements of state and local laws that must be satisfied and any ordinance amendments required to enable the franchise process to move forward smoothly
 - Assist the City by preparing proposed franchise provisions
 - Recommend franchise provisions consistent with project goals and public input
 - Assist in development of negotiation strategy
 - Participate in negotiations with Comcast

Optional Tasks (City may or may not purchase these services):

1. *Technical review –*
 - *Conduct technical review of system to determine if Comcast service delivery is reliable and cost effective.*
2. *Financial audit*
 - *Request and review Comcast financial documents to determine compliance with existing franchise agreement.*

The Proponent should have experience providing the services described for successful projects of a similar nature.

2 GOALS

Goals for this project have been identified as follows:

- **Goal 1: City obtains a quality franchise agreement with Comcast prior to December 2016**
- **Goal 2: Maintain or improve franchise agreement, with specific objectives as follows:**
 - Ensure service provided to citizens is not only maintained but is updated to current technology standards over the duration of the agreement
 - Provide cost-effective access for targeted populations
 - Ensure cable tv service access is provided to all citizens in the City
 - Provide for oversight of rates and revenue
 - Ensure quality customer service
 - Provide options for provisioning of PEG channels over the life of the franchise
 - Provide options for potential utilization of PEG fees over the life of the franchise
 - Provide robust programming
 - Enhance services based on community interests
 - Protect public right of way and facilities consistent with City and community best interests
 - Continue cost effective Institutional Network (I-Net) dedicated fiber lease
- **Goal 3: Provide technical expertise to ensure a quality result that is legally sound and consistent with national laws and trends**
- **Goal 4: Obtain input from the public**

3 TERMINOLOGY

The following capitalized terms will apply to this Request for Proposal.

- a) **Contract** means the written agreement resulting from this Request for Proposal executed by the City of Longview and the Contractor;
- b) **Contractor** means the successful Proponent to this Request for Proposal who enters into a written contract with the City of Longview;
- c) **City** means the City of Longview;

- d) **Must**, or **mandatory**, means a requirement that must be met in order for a proposal to receive consideration;
- e) **Proponent** means an individual or a company that submits a proposal in response to this Request for Proposal;
- f) **Should**, or **desirable**, means a requirement having a significant degree of importance to the objectives of the Request for Proposal;

4 REQUEST FOR PROPOSAL PROCESS

4.1 INQUIRIES

All inquiries related to this Request for Proposal process are to be directed, in writing, to the following individual. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and will be distributed to all Proponents.

Judy Jones, Director
Information Technology Department
City of Longview
Longview Washington 98632
Telephone 360.442.5060

E-mail: judy.jones@mylongview.com

4.2 CLOSING DATE

Three complete hard copies, plus one copy in PDF format on CD-ROM, of proponent's proposal must be received by 5:00 PM, Pacific Standard Time, on **November 3, 2014**.

Executive Office
1525 Broadway
Longview, Washington 98632

Attn: Consulting Services – Cable Television System Franchise Renewal

Proposals must not be sent by facsimile. Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the project title.

4.3 LATE PROPOSALS

Late proposals will not be accepted.

4.4 EVALUATION COMMITTEE

Evaluation of proposals will be by a committee formed by the City. This committee will be composed of professionals with information technology skills; procurement and contracting skills; and/or management skills.

4.4.1 EVALUATION AND SELECTION

The evaluation committee will compare proposals against the mandatory criteria. Proposals not meeting all mandatory criteria may be rejected without further consideration, at the City's sole discretion. The City's intent is to enter into a Contract with the Proponent who best meets the City's needs.

The committee will be interested in learning how Proponent has previously provided services of this type for similar projects. Proponent should structure response to make it easy for evaluators to review capabilities and experience. Unless specifically requested, elaborate art work, corporate brochures, and extraneous presentation materials should not be included..

The City reserves the right to award the contract to the individual or firm whose proposal, in the City's sole judgment, best meets the needs of the City; reject any or all proposals; waive proposal irregularities; or to negotiate modifications to the scope of work with the selected Proponent.

4.4.2 EVALUATION CRITERIA

The evaluation committee will review proposals and conduct reference checks to determine which Proponent best meets the needs of the City for this project. Proposals will be evaluated based on submitted documents, experience/expertise of Proponent, referenced projects and/or external reference checks, and cost. A limited number of Proponents may be invited to make presentations to the evaluation committee. During such presentations, if any, Proponent experience and expertise, communications skills, and project management/leadership capabilities will also be considered as part of the selection process.

4.4.3 NEGOTIATION DELAY

If a written Contract cannot be negotiated within forty-five days of notification to the selected Proponent, the City may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposal process and not enter into a Contract with any of the Proponents.

4.5 PARTIAL AWARD

The City has divided the project into tasks as indicated in the project scope of work. The City may award tasks in phases based on budget authority and resources. The City may ask Contractors to do additional related work based on rates proposed in response to this Request for Proposals.

4.6 ESTIMATED TIME FRAMES

The following timetable outlines the anticipated schedule for the Request for Proposal and project work. The timing and the sequence of events resulting from this Request for Proposal may vary and shall ultimately be determined by the City.

EVENT	ANTICIPATED DATES
Request for proposal issued	October 1, 2014
Proposals due	November 3, 2014
Presentations by vendors	December 3, 2014
Consultant Contract Signed	January 31, 2015
Project Initiation	February 2, 2015
Draft Terms to Comcast	October 1, 2015
Negotiations	October 2015 - January 2016
City Council Approval of new franchise agreement with Comcast Cable Communications	No later than October 1, 2016

5 PROPOSAL PREPARATION

5.1 SIGNED PROPOSALS

The Proponent must ensure its proposal includes a letter, or statement(s), substantially similar in content to the sample proposal cover letter provided in Appendix B, signed by a person authorized to sign on behalf of the Proponent, to bind the Proponent to statements made in response to this Request for Proposal.

5.2 CHANGES TO PROPOSAL WORDING

The Proponent may not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the City for purposes of clarification.

5.3 PROPONENTS' EXPENSES

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the City. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever. The City is likely to require one or more meetings at the City, with Proponents that have been selected as finalists for this project. Proponents are solely responsible for their own expenses attributable to any activity or materials related to such meetings.

5.4 PRICING

Identify any anticipated or scheduled fee increases during the term of the project..

5.5 CURRENCY AND TAXES

Prices quoted are to be:

- a) In U.S. dollars;
- b) Including all taxes.

6 ADDITIONAL TERMS

Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. Additional sub-contractors will not be added, nor other changes made, to this list in the Contract without the written consent of the City.

6.1 ACCEPTANCE OF PROPOSALS

- a) This Request for Proposal should not be construed as an agreement to purchase goods or services. The City is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed by the evaluation committee. The City will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, state, or municipal statute, regulation or by-law.
- c) The City will have sole discretion in selecting Proponent for the project and has the right to reject all proposals.

6.2 DEFINITION OF CONTRACT

Notice in writing to a Proponent that it has been selected and the subsequent full execution of a written Contract will constitute a contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events. The Contract will include, among other provisions, terms containing the requirements set out in Appendix A.

6.3 LIABILITY FOR ERRORS

While the City has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

6.4 MODIFICATION OF TERMS

The City reserves the right to modify the terms of this Request for Proposal at any time at its sole discretion. This includes the right to cancel this Request for Proposal at any time prior to entering into a Contract with the successful Proponent(s).

6.5 OWNERSHIP OF PROPOSALS AND PUBLIC DISCLOSURE

All documents, including proposals, submitted to the City become the property of the City. They will be received and are subject to the provisions of the Public Disclosure Law.

6.6 CITY BUSINESS TAX

The selected Proponent must register and pay appropriate City of Longview business tax. Please contact the City of Longview Finance Office 360.442.5040 for information on this requirement.

7 OVERVIEW

7.1 CITY BACKGROUND

The primary purpose of this Request for Proposal (RFP) is to solicit proposals for services to assist the City with renewal of its franchise agreement with Comcast. The project calls for expertise in franchise renewal processes and negotiations, public interaction, legal and technical expertise, and auditing expertise.

The City has a residential population of over 37,000. The City provides a wide variety of services to the community.

The City of Longview is a municipal corporation with approximately 300 permanent full time equivalent employees working at over 20 individual sites.

7.2 EXISTING FRANCHISE AGREEMENT

The City's current franchise agreement went into effect on January 1, 2001. The 16-year agreement will expire in December 31, 2016. The agreement can be located online via the City's web site at the following url:

[City of Longview Comcast Franchise Agreement](#)

7.3 PUBLIC, GOVERNMENT AND EDUCATION ACCESS TELEVISION CHANNEL (PEG)

KLTV operates the PEG access television channel, KLTV. This is the only access channel serving Comcast subscribers in Cowlitz County. The channel is viewable via cable television to cable subscribers within Longview city limits and also other subscribers in Cowlitz County.

Key government programming includes live cablecast of City Council meetings, City of Kelso Council meetings and Cowlitz County Council meetings. KLTV produces other programming related to key City meetings and events.

Key meetings are archived and are available on demand via the KLTV web site.

7.4 COMCAST SERVICES

Following is a table of information items related to Comcast services in Longview:

Data Item	2011	2012	2013	Notes
Comcast #Subscribers in City limits	7,828	7,829	7,280	
Customer fees: Limited Cable Service	\$18.58	\$20.34	\$22.37	
Customer fees: "Basic" Cable	N/A	N/A	N/A	Comcast does not have a "Basic" tier.
Customer fees: Digital Standard	\$65.99	\$67.49	\$70.49	

7.5 CONTRACTOR RESPONSIBILITIES

Vendors will be responsible for partnering with City staff to achieve project objectives and goals.

Periodically Contractor may be asked to provide project documents to the City for city storage and retention. All project documents must be prepared in City accepted formats (Word, Excel, Visio, etc.)

Contractor will conduct public education and input meetings, with assistance from City staff.

7.6 CITY RESPONSIBILITIES

City to provide and coordinate access to city meeting rooms and use of facilities.

If an address verification audit is done, City will be responsible for requesting addresses and comparing Comcast address to City records to verify accuracy of Comcast records.

City will be responsible for issuing public notices and related communications outreach to encourage participation in public education and input meetings. City staff will assist in recording information gathered at public input meeting.

7.7 INTERNAL RESOURCES

The City of Longview is committed to successfully achieving the goals of this project.

Each of the members of this team is available on a part time basis for this project, as follows:

Internal Resources	Availability, Reference documents owned, Roles
City Manager	Project sponsor, will also provide Administrative direction as needed
I.T. Director	Internal project coordinator

Internal Resources	Availability, Reference documents owned, Roles
City Attorney	Will provide legal advice and participate in negotiations
City Communications	Will provide assistance with public outreach, gathering of public input, and with public communications
Subject Matter Experts	Additional City staff may participate in this project to assist with specific tasks

7.8 PROJECT SCOPE OF WORK

The project will be broken into tasks. Some tasks may take place concurrently. Contractor may recommend that tasks take place in slightly different order.

Each task requires acceptance by City. At conclusion of each task, relevant project documents must be provided to the City electronically in acceptable document formats.

7.8.1 TASK I– PROJECT INITIATION - INFORMATION GATHERING AND PRELIMINARY PLANNING

Review project objectives, internal project documents, current franchise and related ordinances, and input gathered by City internal project team.

Meet with City staff to discuss documents and project. Gain a clear understanding of project goals and objectives. Gain a clear understanding of specific City staff roles related to the project.

Review modified project plan based on discussions.

In partnership with the City, develop specific plan and timeline for subsequent project tasks.

At conclusion of this task, Contractor and project team members should have clear mutual understanding of project goals, timeline, and roles.

7.8.2 TASK IV – OUTREACH

Provide education to City staff, elected officials, and community about franchise agreements, including an overview of what can and cannot be addressed in franchise agreements.

Conduct and participate in a meeting for members of the public and/or interested stakeholders. (Number of meetings to be held and plan for meetings will be agreed to by consultants and project team).

Meetings, polling and media outreach will be led by consultants with assistance from City staff. The City will assist in assembling input receives. All outreach will, at a minimum, cover the following topics:

- Share City project goals with the public
- Provide brief educational presentations so participants understand current process and the types of franchise-related requests that could be included in a franchise agreement
- Respond to questions from participants
- Collect input from participants

Comcast will be invited to participate in the outreach effort.

Note that additional public outreach, such as a web-based survey, should be included as part of project planning efforts. City would create the survey and gather input, once survey goals and questions were identified.

Utilize feedback received from public and from project team to frame subsequent negotiations.

At the conclusion of this task, Contractor will have received significant public and staff input related to subsequent negotiations. Contractor will make specific recommendations related to upcoming negotiations. Contractor will participate in communications with negotiating team and potentially with elected officials related to upcoming negotiations.

7.8.3 TASK V – NEGOTIATIONS PREPARATIONS, NEGOTIATIONS

Note that some of the elements of this task will be concurrent with other tasks.

Assist in developing renewal procedures consistent with federal, state, and local laws.

Work with City Attorney to identify requirements of state and local laws that must be satisfied and any ordinance amendments required to enable the franchise process to move forward smoothly.

Assist the City by preparing proposed franchise provisions based on input received from all parties.

Assist in development of negotiation strategy.

Assist in negotiations, consistent with project plan.

Communicate regularly with City project team, and participate in communications with elected officials as recommended by City project team.

Negotiations should be concluded by September 2016, so that new franchise agreement could be adopted by City Council by October 2016.

At the conclusion of this task, a proposed franchise agreement should be agreed to by City of Longview and by Comcast.

7.8.4 TASK VI – ADDITIONAL TASKS OR RECOMMENDATIONS

Should Contractor identify additional tasks or actions not identified in the scope of work, Contractor is requested to identify recommended or optional tasks.

7.8.5 OPTIONAL:

TASK I– TECHNICAL REVIEW – (OPTIONAL – CITY MAY OR MAY NOT PURCHASE THIS SERVICE)

Conduct technical review of system to determine Comcast position in delivery of cost-effective service and at what level relative to services provided in other communities

At conclusion of this task, Contractor shall provide summary report related to Comcast service levels related to other communities. Contractor shall provide specific recommendations related to negotiated agreement.

TASK II – FINANCIAL AUDIT – (OPTIONAL – CITY MAY OR MAY NOT PURCHASE THIS SERVICE)

Request and review Comcast financial documents to determine compliance with existing franchise.

Review City records related to planned review of addresses within City franchise area. City will conduct the review with Comcast and will provide information to Contractor.

The goal is to verify that addresses for Comcast customers located within City limits are correctly identified as part of City franchise area.

At the conclusion of this task, Contractor will provide recommendations to City based on findings. Recommendations may be in the form of follow-up efforts based on audit findings, or may apply to upcoming negotiations.

8 PROPONENT KNOWLEDGE AND EXPERTISE

Proponents must demonstrate the following:

- Recognition and understanding of City goals and objectives
- Project management and track record for performance of similar projects
- Ability to interpret existing franchise agreement and related documents
- Communications capabilities and experience consistent with the project, including
 - o Ability to present information and options to technical personnel, non-technical personnel, and elected officials, and the public
 - o Ability to prepare written reports
 - o Ability to prepare presentation materials for public meeting
 - o Ability to provide appropriate legal expertise and recommendations
 - o Ability to prepare and modify language in a franchise agreement
- Technical, and financial expertise and experience consistent with requirements of the project
- Ability to meet project deadlines

The Proponent must have sufficient resources to be able to execute the requirements listed in this RFP.

The selected Proponent shall also provide references from recently completed projects that corroborate and support the expertise of the Proponent in the areas listed above.

9 SUBMITTAL REQUIREMENTS

The City prefers to work with a single Proponent for all services. If Proponents wish to partner, they must submit a single proposal with an established entity that shall be the primary responsible Proponent and point of contact.

Proposals should be brief and concise. The Proposal should contain the following information:

- Signed letter or statement substantially similar in content to the sample proposal cover letter in Appendix B
- A short summary of key features of the proposal
- An outline of the steps to be completed to accomplish the scope of work described in this RFP.
- Estimated time to complete each task in the scope of work proposed.
- Description and estimate of the time and effort required of City staff to assist in the project.
- The experience and background of the Proponent, or any subcontractors within the Proponent response, in performing similar projects.
- References for a minimum of three similar projects completed by the Proponent within the last three years.
 - Overall project description and scope, duration of project, contact person for references.
- The names and qualifications of the individuals that will be assigned to the project.
- A detailed cost proposal for the project, broken out by task as described in the scope of work. Providing a range of estimated costs for each task is acceptable. If Proponent considers the City's budget for this contract insufficient, identify a recommended contract cost and explain why the additional cost is recommended.

10 PRICING

Describe the price structure and any formula used to determine price for the proposal. The City expects to pay based on monthly invoices from the Proponent.

Please provide pricing by showing the projected hours for each task of the project, listing proposed staffing, hourly rates of the proposed staff, and total projected cost for each phase. Projected hours should relate to similar projects performed by the Proponent which can be verified through reference contacts. Pricing is not the City's sole determining factor for selecting a proposal. However, pricing for the project that is not realistic or related to past experience of the Proponent may be grounds for the City to reject a proposal.

For each task in the project scope of work, provide an estimate of the number of site visits and days for each visit. Using Proponents proposed per diem costs and estimated hotel and travel expenses, provide an estimate of total travel expenses for the project.

Please break out any additional costs and provide detailed explanations for such costs.

APPENDIX A SELECTED CONTRACT CLAUSES

A.1 COMPLIANCE WITH LAWS

The Contractor will give all the notices and obtain all the licenses and permits required to perform the work. The Contractor will comply with all laws applicable to the work or performance of the contract. The City is exempt from Federal Excise Tax. The successful Proponent(s) will be required to obtain a Longview City Business Registration Certificate and pay business and occupation taxes. For additional information, check with the Finance Department, 360.442.5040. Any Contract resulting from this Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the State of Washington.

A.2 INDEMNITY

Any Contract resulting from this Request for Proposal will require that the Contractor indemnify and save harmless the City, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the City at any time or times (either before or after the expiration or sooner termination of this Contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor or by any servant, employee, officer, director or sub-contractor of the Contractor pursuant to the Contract excepting always liability arising out of the independent acts of the City.

A.3 INSURANCE

Any Contract resulting from this Request for Proposal may require that the Contractor, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurance in forms acceptable to the City. The Contractor will provide the City with evidence of the required insurance naming the City as additional insured.

- a) Comprehensive general liability in an amount not less than \$1,000,000, inclusive, per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract
- b) Professional liability in an amount not less than \$1,000,000 insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under the Contract.
- c) Automobile liability on all vehicles owned operated or licensed in the name of the Contractor in an amount not less than \$1,000,000.

A.4 FUNDING

Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Contract, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, the Contract may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Contractor shall be paid an amount, in the discretion of the City's project manager, which takes into account actual costs incurred by the Contractor in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself, or of employing another firm to complete it, and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been performed to the date of termination. In no event shall the Contractor receive an amount based on anticipated profit on unperformed services or work.

On the giving of notice of termination by either party, Contractor shall immediately begin winding down its services in anticipation of the termination, and shall be prepared to deliver to the City all documents and other uncompleted work on the date of termination. In the event funding is withdrawn, reduced, or limited in any way after the effective date of the Contract due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate the Contract as to the funds withdrawn, reduced, or limited notwithstanding any other termination provisions of the Contract. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by the Contract is no longer in the best interest of the City, the City may summarily terminate the Contract in whole notwithstanding any other termination provision of the contract. Termination shall be effective upon receipt of written notice.

A.5 INTELLECTUAL PROPERTY RIGHTS

The City will be the owner of the intellectual property rights as works for hire, including all work products, patents, copyrights, trademarks, industrial designs, and trade secrets in any product developed through the contract. Licensing and marketing rights to the developed product will not be granted in the contract. Proposals regarding these rights should not be submitted in response to this Request for Proposal and will not be considered in evaluating responses.

A.6 WITHDRAWAL OF FUNDING - TERMINATION

In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate this Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof. Nothing herein prevents Consultant from being paid sums, duly documented, for work performed prior to termination.

APPENDIX B PROPOSAL COVER LETTER

Letterhead or Proponent’s name and address
Date
Subject: Request for proposal title
 Request for proposal number
 List any amendment numbers and dates

The enclosed proposal is submitted in response to the above-referenced Request for Proposal. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposal.

We have carefully read and examined the Request for Proposal and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in this proposal and to any agreement resulting from the proposal.

Yours truly,

(Signature)
Name: _____
(Type or print)
Title: _____
Legal name of Proponent: _____

Date: _____