

REQUEST FOR PROPOSALS



SUBJECT: BUSINESS TAX SOFTWARE

ISSUE DATE: NOVEMBER 20, 2015

DUE DATE: DECEMBER 14, 2015

SUBMIT TO: CITY OF WEST HOLLYWOOD BID PORTAL
[HTTP://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=22761](http://www.planetbids.com/portal/portal.cfm?companyid=22761)

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1. Section 1 – Introductory Material

1.1 Statement of Purpose

The City of West Hollywood (“City”) is soliciting proposals from qualified vendors to provide the City with new business tax software that allows for the online collection and reporting of business taxes, as well as related implementation services. The software to be provided shall allow for the transfer of all data from the City’s existing software, provide all the same key features and functions as the City’s existing software, allow for the online completion of business tax renewals and new applications, as well as secure online payments of business taxes. While not required, it is beneficial if the software can be utilized in the future to accept online payments for other items, such as business improvement district assessments and alarm permits.

In addition to providing the City with new business tax software the selected vendor shall oversee and ensure the successful implementation of the software, including transfer of all of the City’s existing business tax records from the City’s existing software to the new software, training of all applicable staff on the usage of the new software, and testing of the new software. The vendor shall also provide the City with on-call assistance for a minimum of 12-months after the installation of the software and work with City staff to successfully correct any issues discovered with the software and/or online portal.

It is the City’s desire to have a user-friendly system that easily integrates with existing City financial software.

1.2 General Information about the City

The City of West Hollywood is located in Los Angeles County and serves an area of 1.9 square miles and has an approximate population of 35,000. The City of West Hollywood is a General Law City with a Council/Manager form of government. The City is also a contract city, which contracts out many of its public services. The City’s annual operating budget is approximately \$112 million, which includes approximately \$80 million in General Fund spending.

The City is highly dense and includes thousands of businesses, the vast majority of which are considered small businesses. Each year the City processes over 4,000 business tax renewals and new applications. Business taxes generated just over \$3 million in General Fund revenue last year (approximately 3% of General Fund revenues collected).

For more information on the City’s Mission Statement, Core Values, or our Primary Strategic Goals or Ongoing Strategic Programs, the City’s Vision 2020 Strategic Plan can be accessed electronically by clicking West Hollywood Strategic Plan on City Services and Information pages of www.weho.org.

1.3 City of West Hollywood Mission Statement and Core Values

As a premiere City, we are proactive in responding to the unique needs of our diverse community, creative in finding solutions to managing our urban environment, and dedicated to preserving and enhancing its well-being. We strive for quality in all our actions, setting the highest goals and standards.

1.4 Scope of Services

The vendor shall provide the City with new business tax software and related implementation services as follows.

Business Tax Software -

The vendor shall provide the City with new business tax software that includes, at a minimum, all of the following features:

- Allows for the transfer of data from the City's existing business tax software to the new software.
- Provides all of the same features and functions as the City's existing business tax software.
- Allows for the online completion of business tax renewals, as well as new applications.
- Allows for the secure online payment of business taxes.
- While not required, it is beneficial if the software can be utilized in the future to accept online payments for other items, such as business improvement district assessments and alarm permits, which may also require the tracking and processing of these permits and assessments.

Additional Technical and Functional Requirements

- The system must contain an audit trail and interface with CORE, the cashiering system used by the City, and Eden, the financial management system used by the City.
- The City's server environment is virtualized. The proposer must include support of the software and hardware on virtual servers.
- The City's database environment is predominantly on Microsoft SQL Server environment. City prefers this software to run on MS SQL Server 2008 or higher versions.
- Provide end-users with the ability to enter and manipulate data in a web-based /GUI interactive mode. It should permit simultaneous access to files. Both hardware and software must have the capability to be interconnected through the existing network infrastructure. All updates should be processed in real time.

- The software must comply with the American National Standards Institute (ANSI) and SQL standards.
- The system must include standard reports that will allow management staff to analyze business tax activity. The analysis will include a review of current and historical data, and be able to assist in identifying businesses within the City that do not have a current Business Tax Certificate.
- Flexible report writing tools that increase the ability to create adequate financial and management reports. The reporting capabilities of the system should include financial analysis, forecasting monitoring, retrieval of historical data, and graphical presentation of data and reports. Additionally it must provide a method for ad hoc reports and queries.
- The system must be modular in design so that new application components can be integrated with the system to accommodate new technological advances. Once implemented, the system must be able to easily expand to include new capabilities without negatively impacting previously implemented functionality.
- Project management support, including standard project management duties and responsibilities, such as, development of critical path chart, creation of a timeline and resource plan, etc.
- The capability of importing and exporting data received and sent to the California Franchise Tax Board.
- Operations and technical manuals (both on-line and hard copy), data element dictionary must be available.
- The system must include security features providing internal controls like restricting access to the system from all users, and protecting the confidentiality and integrity of certain information. For instance, the availability and access to tax information must be restricted to specified users both internally and externally. In addition, business owners must be able to input and access their specific data via a browser, which must provide a secured method of access to the City's servers.

Implementation of New Software -

In addition to providing the City with new business tax software the selected vendor shall provide the City with the following implementation services related to the new software:

- The vendor shall transfer all of the City's existing business tax records from the City's existing software to the new software.
- The vendor shall train all applicable City staff on the usage of the new software.
- The vendor will be responsible for providing ongoing user and technical support for the life of the contract in a variety of areas including but not

limited to, training users on the initial implementation and installing and configuring product updates or enhancement as they become available.

- The vendor should provide assistance installing the system and integrating it with existing City systems, including assistance with, software engineering, custom programming and database development support.
- The vendor shall test the new online business tax portal to ensure the product is functioning as anticipated and applicants are able to process business tax renewals, payments, and new applications without any issues. The vendor should perform, at a minimum, fifty (50) sample transactions within the online system to identify any issues users of the platform may encounter.
- The vendor shall work with City staff to correct any issues discovered with the new software and/or online portal. The vendor shall correct any issues to the satisfaction of City staff.

1.5 Minimum Qualifications

Vendors responding must meet the following minimum requirements:

1. The vendor must show that the proposed software is a commercial off the shelf (COTS) product which can be customized to meet the City's requirements
2. The vendor shall provide references and points of contact for three (3) city agencies that have successfully implemented the proposed software.
3. The vendor must indicate the proposed software utilizes relational database management system. The database must be ODBC compliant and support open database architecture and connectivity.
4. The vendor must indicate the solution utilizes a Windows based graphical user interface (GUI) or web browser interface (BUI). If various functions are provided through one or the other of these interfaces, the vendor must indicate which interface is used by function.

2. Proposal Instructions

2.1 Access to RFP

The RFP can be downloaded by registering with the City's bid portal at this URL:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

2.2 RFP Coordination, Communication and Questions

The City's principal contact for this proposal will be John Leonard, Revenue Manager, (323) 848-6446, jleonard@weho.org, 8300 Santa Monica Blvd., West Hollywood, CA 90069. **Communication or solicitation with other City of West Hollywood Officials or Employees regarding any aspect of this RFP is expressly prohibited and may result in disqualification.**

All questions concerning this RFP must be submitted online via the Q&A Section of the bid management software.

<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>).

The official responses to questions or requests for interpretation submitted for this RFP will be posted in Q&A section of the bid management software. The cut-off for submission of questions shall be at 5:00 p.m. on the December 1, 2015. Any information resulting from questions that causes a material change in the solicitation will be posted on the Addenda & Emails section of the bid management system as an addendum.

2.3 Schedule of Events: *The timing of the proposal's review and selection process is subject to change, depending on the needs of the City, but is anticipated as follows:*

Request for Proposal Issued	November 20, 2015
RFP questions due via email	December 1, 2015
Distribution of answers to questions	December 4, 2015
Proposals due online at the City's bid portal No later than 5:00 p.m.	December 14, 2015
Interviews with final candidates	January 4-7, 2016
Negotiation with final candidate	January 11-15, 2016
City Council approval of contract award	February 1, 2016

2.4 RFP Amendments

The City reserves the right to change the RFP schedule or issue amendments to the RFP at any time. In the event the City amends the RFP, the City will extend the Proposal Due Date commensurately. The City also reserves the right to cancel or reissue the RFP.

2.5 Procedure for Submitting Proposals

Failure to comply with the requirements of this RFP may result in disqualification. Proposals received subsequent to the time and date specified above will not be considered. Proposals must include all the sections listed below and must be

indexed and numbered in the order outlined below. List your responses and/or any reference to attachments as indexed and numbered below. To assist in the evaluation of the responses, please utilize the section titles listed below. Additional relevant information may be provided by attaching a *Supporting Documentation* section.

A. Time, Place and Format

a. Time and deadlines

Proposals must be submitted on the City's bid portal no later than 5:00 p.m. on the date indicated in the Proposal Schedule. Proposals received after 5:00 p.m. on the date indicated in the Proposal Schedule will be rejected. The responder is solely responsible for "on time" submission of their electronic proposal. The City will only consider proposals that have been transmitted successfully and have been issued an e-bid confirmation number with a time stamp from the Bid Management System indicating that bid was submitted successfully.

b. Proposals must:

- Must be submitted electronically on the City's bid portal (<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>)
- All submissions must have a cover sheet that states "Business Tax Software RFP" and identifies the firm.
- All submissions must include a signed and scanned copy of Appendix A.
- All submissions must include a completely filled out copy of Appendix B

c. Proposals must address the requirements of the RFP in the exact order set forth in this Section. They should be as concise as possible and must not contain any promotional, advertising or display material.

2.6 Format and Contents

The content and sequence of the information contained in each copy of the proposal shall be separated by tabs as follows:

A. Summary Sheet

This section of the proposal must include a fully completed copy of the Summary Sheet (Appendix B) included with this RFP.

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Letter of Transmittal

- a. Limit to one or two pages.
- b. Briefly state the proposers understanding of the product to be provided and the work to be done and make a positive commitment to perform the work.
- c. State why you believe you are the best qualified to provide the product and perform the services requested.
- d. State that your firm understands all of the general requirements of the RFP and can fully satisfy those requirements.

D. Consultant/Vendor Information

- a. Name and address of your firm and the individual/corporate officer authorized to execute this agreements;
- b. A brief description of your firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of California.
- c. The names, experience, qualifications and applicable licenses held by the individuals primarily responsible for servicing the City and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the City.
- d. A listing of local government clients with which you have provided the same, or similar, software; include the name, address and telephone number of contract person. Also provide the year of installation, the length of time to complete the installation, and the version of the software installed.
- e. A statement to assurance to the effect that your firm is not currently in violation of any regulatory rules and regulations that may have any impact on your firm's operations.
- f. Provide information on three recent, similar projects specifying the following information:
 - i. Name, location, year of completion
 - ii. Name of Project Manager and Key Staff
 - iii. Brief description of the project and software provided, please highlight the implementation activities you performed for the project.
 - iv. Name, address, phone number of client with name of contact person.

E. Project Approach/Scope of Services/Timeline

Provide a detailed project plan and timetable for implementation of the components detailed in this proposal. This information must include:

- a. Project organization chart
- b. Detailed implementation methodology

- c. Conversion support
- d. Overview of proposed training, including options for on-site or training center services, end users and data processing personnel
- e. Implementation and training plan, including estimated time-frame and deliverables for each stage of the project
- f. Level of expertise required by the City staff for conversion and implementation, report writing, database and other system component maintenance.

Also, please provide information regarding the following:

- a. The current technologies employed by your system. This should include all recent changes you have implemented or will be implementing along with any time frame(s) for new implementation(s).
- b. Provide information about the types of taxes and fees that the system is able to assess.
- c. Provide the system's ability to assess penalties and interest.

F. Compensation Proposal

Provide a compensation proposal. Please provide a breakdown in costs including:

- a. A detailed breakdown for the software licenses. Specify if there are a minimum number of licenses needed. If no minimum, please identify the number of licenses associated with the proposal pricing.
- b. Separate cost associated with developing standard forms and reports, such as business license renewal notices, delinquent notices, additional fees due notices and various management reports.
- c. Separate costs for annual software upgrade, maintenance and technical support
- d. Separate costs for system implementation and data conversion
- e. Provide travel costs associated with on-site software installation and staff training.
- f. Provide separate costs associated with online application and renewal modules. If modules are currently not available, please provide development timeline on when such modules will be available.

G. Pending Litigation

Include an explanation and status, if in the last five years, the firm or an officer or principal of the firm has been involved in any litigation, legal proceedings, or investigations by a regulatory authority.

H. Certification of Proposals

Return a copy of the entire completed certification properly executed as provided for in Appendix A.

2.7 Proposal Evaluation and Selection

- A. Proposals shall remain valid for 180 days from the Proposal Due Date specified in Section 2.3 until the execution of a contract by the City of West Hollywood
- B. Proposals shall be examined and evaluated by the City to determine whether each proposal meets the requirements of this RFP. No single criterion, including price, will dictate the City's ultimate selection. The relative importance of these factors involves judgment on the part of the City staff and will include both objective and subjective analysis. A recommendation will be made to the City Council for a contract award based on the following criteria:
- a. Demonstrated knowledge and experience with similar projects.
 - b. Qualifications, capacity and technical capabilities.
 - c. Project approach and proposed work plan.
 - d. Firm's reputation and its staff qualifications and experience
 - e. Cost of software and related services
- C. A proposal that fails to address any one or more critical specification of the RFP will not be considered.
- D. A Notification of Intent to Award may be sent to any Firm selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring Firm or withdraw the RFP.

2.8 Firm Interviews and Presentations

Firms selected as the finalists may be required to make an oral presentation of their proposal to City during the RFP evaluation period. This presentation will provide Firms the opportunity to detail their work plan, experience and approach to ensure thorough and mutual understanding. Firms should also be prepared to provide a demonstration of the web portal that would be utilized (can be an existing portal from a City were software was already installed).

All expenses incurred by the Firm for participating in the presentations will be the responsibility of the Firm.

2.9 General Requirements

A. Inclusion of Proposal

The proposal submitted in response to this RFP may be incorporated as part of the final contract with the selected Firm.

B. Right to Reject Any or All Proposals

The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the City. Where two or more firms are deemed equal, the City reserves the right to make the award to one of the two firms.

C. Withdrawal of Proposals

Firms may withdraw their proposals, without prejudice, prior to the date and time specified for proposal submission, by sending a written request to John Leonard, Revenue Management Manager of The Finance and Technology Services Department.

D. Proposal Validity Period

Submission of a proposal will signify the Firm's agreement that the proposal is valid for 180 days from the Proposal Due Date specified in Section 2.3.

E. Expenses of Proposal Preparation

Each proposal prepared in response to this RFP shall be done at the sole cost and expense of each proposing Firm and with the express understanding that no claims against the City for reimbursement will be accepted.

F. Public Records and Right to Submitted Proposals

All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Firm will become the property of the City when received.

The City of West Hollywood is subject to California law regarding the disclosure of public records. Firms must clearly identify any information they regard as proprietary in the proposal. Any such information should be marked "Proprietary" or "Confidential." Information that is proprietary within the meaning of California law will be withheld from any public records requests. All other information is subject to disclosure.

G. Contracts and Insurance Requirements

The selected Firm must provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensations and Commercial General Liability in amounts consistent with the services provided and as determined jointly by the City and the firm. Such policies should be issued by companies admitted in the State of California.

It is recognized that the formal basis of any agreement between the Firm and the City will be a contract rather than a proposal. The City maintains various policies related to contractual service providers. Among these are anti-discrimination, a living wage, and equal benefits policy. In submitting proposals, Firms must indicate that they are prepared to comply with City ordinances and policies. As part of the contract or during contract negotiations, the City may request that the selected firm sign a statement affirming its compliance with these policies. In addition, insurance will be required as part of the contract. Appendix C includes sample contract provisions and insurance requirements.

Appendix A
Certification of Proposal to the City

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish products and services to the City in accordance with the Request for Proposal (RFP), dated November 20, 2015 and to be bound by the terms and conditions of the RFP.
2. The Firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Firm and that the Firm is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposals, dated November 20, 2015.
5. This Firm has carefully read and fully understands all of the items contained in the General Requirements. The Firm agrees to all of the General Requirements except for those listed on an attachment.
6. The proposal by this proposer is an irrevocable offer and shall be valid for 180 days from **December 14, 2015**.

Name of Firm: _____

By: _____

(Authorized Signature)

Type Name: _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Date: _____

Appendix B
Summary Sheet

Firm Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal TIN: _____ State TIN: _____

Number of years in existence: _____

Number of employees: _____

Management person responsible for direct contact with the City and services required for this Request for Proposal (RFP):

Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

Person responsible for day-to-day servicing of the project:

Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

Location (address) of closest office to the City of West Hollywood

Attach brief biographies/resumes, including experience with local governments, for all responsible person(s) assigned to the RFP and to the City of West Hollywood.

Appendix C
Sample Contract and Insurance Provisions

“INDEMNIFICATION. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney’s fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT’s performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY’S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT’S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorney’s fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

“EQUAL BENEFITS ORDINANCE, No. 03-662. The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor’s employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.”

“LIVING WAGE ORDINANCE, No. 97-505. The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.”

“NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.”

“RESTRICTIONS: Arab League Boycott of Israel. The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.”

GOVERNING LAW This Agreement shall be governed by the laws of the State of California.

ARBITRATION The City does not accept clauses that include arbitration.

LIABILITY The City does not accept clauses that limit either party's liability to the contract amount.

INSURANCE PROVISIONS

A) The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1) **Workers' Compensation Coverage.** The CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONSULTANT shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for City.

This provision shall not apply if the CONSULTANT has no employees performing work under this Agreement. If the CONSULTANT has no employees for the purposes of this Agreement, the CONSULTANT shall sign the "Certificate of Exemption from Workers' Compensation Insurance."

2) **General Liability Coverage.** The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3) **Automobile Liability Coverage.** The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for

all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.

- A) The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents
- B) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- C) The insurance provided by the policies cited in Sections Workers Compensation Coverage, General Liability Coverage, and Automobile Liability Coverage above shall not be suspended, voided, or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days written notice shall be provided.
- D) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E) **Evidence of Insurance.** Upon the request of the CITY, the CONSULTANT shall provide evidence of the insurance coverage required herein. Insurance shall be in force on or before commencement of performance of this Agreement. Upon the request of the CITY, current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F) **Failure to Procure Insurance.** Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement.

The cost of such insurance shall be borne by the Firm. Specific insurance provisions will be delineated in the contract between Firm and City.