

City of West Hollywood
California 1984

REQUEST FOR PROPOSALS FOR A VIRTUAL PERMIT PARKING SYSTEM

Proposal Requested:

The City of West Hollywood Parking Division is seeking proposals from qualified vendors to provide a comprehensive, state-of-the-art, virtual permit service for its Residential Permit Parking (RPP) program. The service shall be underpinned by a system that will automate the permit application process and be used to manage account holder and RPP zone and/or household data; eliminate the need to manually issue RPP stickers, decals, hang tags and/or placards; include a website and a mobile phone application through which residents/parkers can apply, pay for, receive, and renew digital, license plate-based permits; and enable the use of License Plate Recognition (LPR) technology for enforcement of the RPP program.

Background:

The City of West Hollywood, incorporated in 1984, is a densely populated city of 1.9 square miles surrounded by the City of Los Angeles on three sides: the north, south and east. The City of Beverly Hills shares the city's western border. The City of West Hollywood, with a population of 37,000 currently has eleven (11) preferential parking districts. Permits are identified with their respective district numbers, and are non-transferable between districts. Currently permits are renewed by district and the expiration date each district is staggered for efficiency.

The following are the different permit types issued by the City:

- Residential Permits
 - A Residential Permit is a decal that is affixed to the resident's windshield and is vehicle specific. There is a limit of 4 permits per address.

- Guest Permits
 - A Guest Permit is a hangtag that is intended for resident's guests. These permits are hung from the review mirror and are transferrable between vehicles. There is a limit of 2 permits per address.

Each permit is valid for a period of twelve (12) months. Approximately 13,000 resident permits (window decals) and 28,000 guest permits (hang tags) are currently in circulation.

- Visitor Permits
 - A Visitor Permit is a free temporary hang tag that is issued to accommodate guests for a specific or occasional event.

Visitor permits are valid from 1 to 5 days. They can be issued up to 5 days in advance. The current system is set up on a point system. Each permit per day is considered 1 point. The permits are limited to 25 points per day and 100 points per month. Permits can only be issued for 15 calendar days per month.

- Commercial Parking Permits
 - There are 3 types of commercial permits that are issued to businesses.
 - C permits
 - M permits
 - E Permits

Of the 28,000 hang tags in circulation, approximately 1,100 are annual commercial permits, renewed on a quarterly basis. A validation sticker is applied to the face of the commercial permit for each quarter renewed.

Each commercial permit is used for no more than one year or four quarters. The commercial permit is discarded after the four (4) renewal periods have passed.

- Official Business Permits
 - City Council
 - Official Business
 - Contractor
 - City Parks
 - Commissioners

The Official Business Permits allow City officials to park at meters and permit parking districts while conducting City business.

- City Parking Facilities

The City has 4 parking structures and 7 surface parking lots that allow monthly parkers to park during specific hours. The monthly parkers are issued keycards

or hangtags. The hangtags are transferrable between employees of the business.

Parking Enforcement Equipment

The City's parking enforcement equipment consists of:
AutoVu SharpX with Panasonic ToughBook CF19's with cell capability
Motorola 9500 with Conduent (Xerox) software and Datamax O'Neil Printers

Notice to All Potential Proposers:

Parking permit company owners, operators, subcontractors, consultants, expeditors, or any such individual(s) serving in the capacity of spokesperson for the party submitting a bid shall not meet with or engage in oral or written communication with any City employee, City Council member, or City appointed official concerning the Virtual Permit Parking System RFP, except through email to Rod Marquez as a part of the question submittal portion of the RFP. All communication with respect to questions, qualifications or proposals shall be directed to Rod Marquez in writing via e-mail at rmarquez@weho.org. Any company, regardless of their status in the RFP process, shall respect the direction written above or may be disqualified, at the City's sole discretion, from the selection process.

To Obtain a Proposal Package:

Packages may be downloaded at:

<http://www.weho.org/city-hall/city-departments/public-works-bids>

Proposal Deadline:

The proposal, and other related documents, along with financial documents must be electronically completed and submitted on or before 3:00 P.M. on Thursday, June 22, 2017 to:

<http://www.weho.org/city-hall/city-departments/public-works-bids>

Proposals must be submitted electronically through PlanetBids.

Proposals will not be opened in a public bid opening process since the proposal is not awarded on a low bid basis.

Proposals submitted later than 3:00 P.M. on Thursday, June 22, 2017 will not be accepted.

Mandatory Proposal Meeting:

Firms wishing to submit proposals must attend a proposal meeting on Thursday, June 8, 2017. The meeting will be held at 11:00 A.M. in the EOC Conference room on the first floor of the West Hollywood City Hall. An overview of the City's permitting process will be offered during the meeting. Attendance at the proposal meeting is mandatory; proposals from companies whose representative did not attend the meeting will not be considered. The proposal meeting will not be repeated.

Scope of Services:

Respondents must provide an internet-based parking-permit management service that includes creating and managing address-based accounts; automates the issuance and renewal of virtual, license-plate-based, parking permits; includes hosting and updating rules, regulations, and locations; maintains a web portal for customer use; enables full integration with a vendor-provided LPR system and handheld computer software; and provides the City information on key elements of the program's operations.

The components of the permit parking service must include:

- A web portal to be used by residents and commercial businesses to create and renew address-based accounts that are then verified by City staff
- A web portal to be used by monthly parkers at City parking facilities to renew license plate-based permits within those accounts
- Automated residency and vehicle ownership verification for accounts and permits
- A comprehensive, rule-based, parking system which manages all accounts and vehicle permissions
- Real-time access to vehicle permission data in the City's enforcement vehicles via an integrated LPR system

The specific service and system requirements outlined below must be addressed in vendor proposals:

A. Permit registration and validation detailing:

1. A cloud-based, hosted website for online permit registration that must provide:
 - a. Real-time validation of information provided by the permit registrant such as:
 - i. Vehicle registration information
 - ii. Permit registrant's address is in the desired permit zone
 - iii. Permit registrant's vehicle registration matches provided address in the desired permit zone
 - b. Verification that the address provided by the applicant exists and is valid
 - c. Validation in real time that the vehicle being registered does not have any outstanding parking citations

- d. Ability to certify, automatically and manually, that the information submitted by the applicant is authentic
 - e. An explanation of the process by which the vendor will confirm authenticity of the documents provided by the residents
2. A system that allows applicants to create their own accounts using ID/Password authentication to and manage, edit, update their vehicle, permit, and contact information
 3. A feature on the permit registration website that allows multiple permits, for a given zone, to be registered to multiple vehicles in one transaction
 4. The ability to customize, allowing different types of permits (hourly, daily, weekly, monthly, annual permits, etc.) for different applications
 5. The ability to purchase temporary permits for future dates as determined by City staff
 6. The ability to select permit holders to obtain limited quantity of temporary permits monthly and or annually
 7. Flexibility, where the user interface can match the branding and style of the city website
 8. The use for on-street and off-street parking permits
 9. The ability to register one vehicle or multiple vehicles under one permit
 10. The ability to flag concurrent usage by more than one vehicle parked at the same time under the same permit
 11. The ability to flag consecutive usage by more than one vehicle parked at the same location alternating the same permit in an effort to avoid time limit violations
 12. A “Frequently Asked Questions” (FAQ) page to assist registrants through the permit application process
 13. Email receipts for permits issued online
 14. Integrate with other governmental/non-governmental agency databases (i.e. State DMV, Parking Ticket Processing Vendor, Parking Enforcement Agent hand-held devices and software)
 15. Online credit card payments, via MasterCard, Discover, Visa, and Amex for guest permits, or other parking permits
 16. The encryption hardware and software methods and security protocols required to protect customer information (i.e. credit card information; telephone numbers; email addresses).
 17. Documented compliance with the Payment Card Industry Data Security Standard (PCI DSS).
- B. Permit management system administrative features detailing:**
1. The reporting to monitor the number of permit applications that have been approved, rejected, or pending in status
 2. Customizable permission-based user groups for different levels of access for authority and vendor staff specific to the users roles and responsibilities
 3. City staff’s ability to easily edit customer accounts/records (i.e. customer name, address, vehicle information, notes, etc.), while tracking which authority staff performed the changes and when the changes were made

4. City staff's ability to add notes to accounts during and after the permit registration process
 5. The ability to access all account activity history, including City and vendor staff edits
 6. City staff's ability to easily mail or email renewal notices to residents of each permit district
 7. City staff's ability to easily send mass emails to residents of each permit district
 8. The ability to create and edit permit zones
 9. The ability to create and edit permit types
 10. The ability to create and edit permit eligibility rules
 11. The ability to create and edit permit usage rules
 12. The ability to create new users
 13. The ability to create new user groups
 14. The ability to store email correspondence letters
 15. The system's reporting functionality including, but not limited to:
 - a. Reporting capabilities that are easily modifiable and updated based on all aspects of effectively managing the City's permit program:
 - o Report on Permit Revenue
 - o Detailed Transaction Report by Date by Department
 - o Detailed Transaction Report by Permit Type
 - o Summary Transaction Report
 - o Audit by Permit Type/Number
 - o Access Monitoring Report
 - o Permits Issued Report
 - b. Exportability to other file formats such as Excel and PDF
 16. The ability of City staff to process permit applications in person
 17. The ability to interface with an integrated handheld enforcement system, mobile LPR system, and/or fixed LPR system for permit enforcement
- C. Hosting Requirements**
1. The permit and LPR data management systems must be cloud-based
 2. These systems must be easily scaled to accommodate site usage during peak permit registration times

Implementation and Account Management:

The selected firm shall provide a structured approach, detailed work plan and preliminary schedule for implementation as well as support for ongoing program operation. A fully operational, digital permits service should be live within three (3) months of notice to proceed. The selected firm shall provide the required staff, management and supervision necessary to successfully fulfill the implementation as well as ongoing operations and support of a resulting contract. The selected firm shall participate in initial as well as ongoing status meetings as may be required by the City. Accordingly, proponents shall explain in detail how the entire system will be deployed and name the individual(s) responsible for delivering the various service and system components.

Provide with Proposal:

With proposal, respondents must provide site specific proposed system diagram that identifies all hardware, software and services, identifying on premise vs. cloud components; project plan for installation, training and transition to new virtual permitting system. Explain typical system update and refresh cycle.

Experience Requirements:

The selected vendor must have the ability to satisfactorily perform the required work as evident by experience in performing work of a similar nature for two (2) or more years in at least two (2) municipalities that issue more than 5,000 digital permits; demonstrated competence in the services to be provided; a record of meeting schedules on similar projects; and supportive client references.

- Provide a minimum of two (2) references from clients for whom similar projects have been completed. Include the following information for each project:
 - Project name and description
 - Name of contracting company or government agency
 - Contact person's name, position, and current telephone number
 - Dates, cost and scope of service
 - Status and comments

Cost For Services:

Because the city is seeking a service-based solution with no upfront costs, a flat fee pricing model is preferred for the requested services.

The City's evaluation will include the costs associated with the proposed services; however, the City reserves the right to consider a vendor's financial ability to carry out the proposed services and meet other obligations.

Respondents shall be required to identify any and all potential costs that are anticipated. Any costs not specifically referenced in the bid proposal and/or agreement shall be at the expense of the vendor.

Maintenance and Support:

Vendor must offer a maintenance agreement that will cover all virtual permit system hardware and software support. The maintenance plan should focus on preventive maintenance (fully operational database and web interface at all times). This includes, but is not limited to, troubleshooting, installing upgrades, performing regular

maintenance, or training. Upgrades and maintenance should be handled remotely and after our operating hours (which may vary according to our event schedule). Typical operating hours are Monday through Friday, 8 A.M. to 5 P.M.

Timeline for Proposal Process:

- | | |
|--|-------------------|
| 1. Distribution of bid document | May 22, 2017 |
| 2. Mandatory Proposal Meeting and Overview | June 8, 2017 |
| 3. Deadline to Submit RFP Questions | June 19, 2017 |
| 4. Proposal Due Date | June 22, 2017 |
| 5. Proposal Evaluation | June 26-29, 2017 |
| 6. Interviews/Presentations | July 27, 2017 |
| 7. Vendor Selection (on or before) | August 3, 2017 |
| 8. City Council Approval | August 21, 2017 |
| 9. Contract Start Date | September 1, 2017 |

Disadvantage Business (DBE) Participation:

DBE participation is not required for the virtual permitting system vendor.

Living Wage Requirement:

The chosen operator shall abide by the provisions of the West Hollywood Living Wage Ordinance. West Hollywood Municipal Code: Chapter 3.20 Living Wage Requirements for Service Contracts.

Term of Agreement:

The term of the Agreement awarded as part of this RFP process will be a four-year agreement commencing on September 1, 2017 and ending on June 30, 2021. The City may negotiate two additional three-year terms with the selected operator at the conclusion of the original term if satisfied with the performance of the operator.

Insurance Requirements and Indemnification Clauses:

Proposers should review requirements and language in the attached Agreement for Services Sample shown in Exhibit B.

Proposal Submittal Requirements:

1. Provide the name, address and telephone number of the company submitting the proposal. Include in this information the number of years in business.
2. Provide a listing of at least five (5) cities currently using your system. Include the name of the city's representative or contact person and telephone number for each.
3. Provide the name, location and dates of any contracts or agreements, in the Southern California area, that have been terminated prior to the expiration date within the past five years.
4. Furnish a statement of income, balance sheet and statement of changes in financial position, including notes thereto, all prepared by an independent Certified Public Accountant. The financial statements should be as of or the period ending on the last day of your most recent completed fiscal year or the preceding fiscal year. All financial information should be provided in a separate sealed envelope.
5. Provide a company organizational chart.
6. Provide resumes of key personnel, including the individual or individuals who will be involved with the support of the system.
7. State the dollar amount and detailed breakdown of the fees for the term of the contract (four years and two, three-year extensions).
8. If any hardware is included in your response, please include warranty details.
9. Provide details about your response to technical support questions: normal response time, average resolution time, number of staff dedicated to assist customers, times of operation of your tech support team, number of annual updates your customer can expect and any negative operational impact as a result of these updates.
10. Provide an explanation about your ability to convert from our current environment and what staff can expect during this transition. Also, address actual length of conversion.
11. Provide insight as to necessary hours needed to train various staff to utilize your system.
12. List all hardware requirements, and whether you will provide necessary hardware (registers, printers, etc.).
13. Detail whether your system can support/interface with other LPR based payment systems.
14. State the monthly charge for all insurance referred to in Section 23 of the enclosed Agreement for Services (Exhibit B). Liability insurance may be stated as a percent of payroll. Worker's compensation insurance should be stated as a percent of payroll. All insurance rates must be guaranteed for one year. Rates may be adjusted on an annual basis; however, justification for any increase must be provided to and approved by the City.
15. Provide proof of your State Unemployment Tax Rate for the calendar year 2017.

Evaluation of Proposals:

Firms submitting proposals for a virtual permit system will be evaluated based on the following criteria:

- Experience (15%)
- Maintenance and Support (20%)
- Cost (15%)
- Implementation Plan and Operations Plan (20%)
- Oral interview (30%)

Evaluation of proposals will be conducted by staff from the Department of Public and Works. Firms selected as finalists will be invited to an interview before a selection committee.

It is the City's intent to award an Agreement for Service to the most qualified and responsible proposer. The City is not required to select the proposal with the lowest price.

The City reserves the right to reject any and all proposals and/or cause re-submittal of any proposals or take such other course of action deemed appropriate at the City's sole and absolute discretion. The City reserves the right to waive irregularities. The City is not responsible for any costs related to the preparation of the proposal submitted by vendors or costs incurred by proposers for the interviews.

Although not intended to be an exhaustive list of causes for disqualification, the City reserves the right to disqualify proposals based on, but not limited to the following:

1. Evidence of collusion among proposers.
2. Incomplete submittal of proposal or other requested information.
3. Lack of business skills or financial resources necessary to support the management agreement successfully, as revealed by either financial statements or experience.
4. Lack of responsibility as shown by past work, references, or other factors.
5. Default or termination of other contracts or agreements.
6. Omissions, inaccuracy, or failure to include the questionnaire with the proposal.

The City's determination as to whether the proposer is qualified and responsible will be based on the information furnished by the proposer in the aforementioned proposal and interview or other requested documents as well as from other sources determined to be valid by the City. The Agreement for Service will not be awarded until the City reviews, and is satisfied with, the experience and financial responsibility of the proposer. Each proposer agrees to allow the City to review the validity of their information upon submitting their proposal. The City reserves the right to interview each proposer's key personnel as part of the proposal review process.

Please notify your bank and business references, in writing, that the City of West Hollywood may be contacting them concerning the financial and credit information furnished with your proposal.

Significant Evaluation Factors:

1. Experience

- a. The selected vendor should have the ability to satisfactorily perform the required work as evident by experience in performing work of a similar nature for two (2) or more years in at least two (2) municipalities that issue more than 5,000 virtual permits; demonstrated competence in the services to be provided; a record of meeting schedules on similar projects; and supportive client references.
- b. A minimum of two (2) references from clients for whom similar projects have been completed. Include the following information for each project:
 - i. Project name and description
 - ii. Name of contracting company or government agency
 - iii. Contact person's name, position, and current telephone number
 - iv. Dates, cost and scope of service
 - v. Status and comments
- c. Financial Stability of Firm

2. Maintenance and Support

- a. Vendor must offer a maintenance agreement that will cover all virtual permit system hardware and software support.
- b. Maintenance plan should focus on preventive maintenance (fully operational database and web interface at all times). This includes, but is not limited to, troubleshooting, installing upgrades, performing regular maintenance, or providing free training.
- c. Upgrades and maintenance should be handled remotely and after our operating hours (which may vary according to our event schedule). Typical operating hours are Monday through Friday, 8 A.M. to 5 P.M.

3. Cost

- a. Respondents shall be required to identify any and all potential costs that are anticipated. Any costs not specifically referenced in the bid proposal and/or agreement shall be at the expense of the vendor.
- b. Implementation fee, listing all costs associated with that fee
 - i. Data migration
 - ii. Travel expenses
 - iii. Training
 - iv. Any other fees or expenses
- c. Hosting fees, including software licensing and hardware costs
- d. Annual maintenance

4. Implementation Plan and Operations Plan

- a. Bidders shall present a written implementation plan that addresses all requirements detailed in the scope of services.
- b. Prior to the start date of the contract the bidder shall have a designated interim or permanent project manager as a point of contact to work with the City on all aspects of the contract during implementation.
- c. The implementation plan will be evaluated based on the resources to manage the contract addressing significant tasks and projected completion days, with a timeline beginning at the time the vendor is selected up to the effective date of the contract.
- d. The bid submitted must include an implementation plan that addresses both the beginning and ending phases for the period of time addressed in the RFP. The implementation plan shall include a schedule and a list of key tasks for each phase including, but not limited to:
 - i. Testing of hardware and software
 - ii. Trial back up of data
 - iii. Testing transfer of data
 - iv. The preparation of workspace and assignment of staff for contract
 - v. Development of an internal and external security plan to prevent access by unauthorized persons and to protect the confidentiality of data
 - vi. Plan addressing data input, processing of payments for permits issued prior to the effective date of the contract
 - vii. Training of City staff

Oral Interview:

Firms which are selected for final interviews will be invited to meet with a selection panel. Proposers will be allowed forty (40) minutes for presentations followed by questions from the selection committee. At the oral interview, proposers will be expected to present the supervisory and management personnel for this project.

Execution of the Agreement for Services:

Subsequent to the City selection of an operator, City and proposer will finalize the terms and conditions of the Agreement for Services. The format of the agreement is contained in the proposal package as Exhibit B. If proposers have any comments or questions about any portion of the language of the agreement, the proposer should note those comments in the proposal documents submitted to the City.

Attachments:

Exhibit A: City of West Hollywood Parking Districts Map

Exhibit B: Agreement for Services

Exhibit A – Parking Districts Map

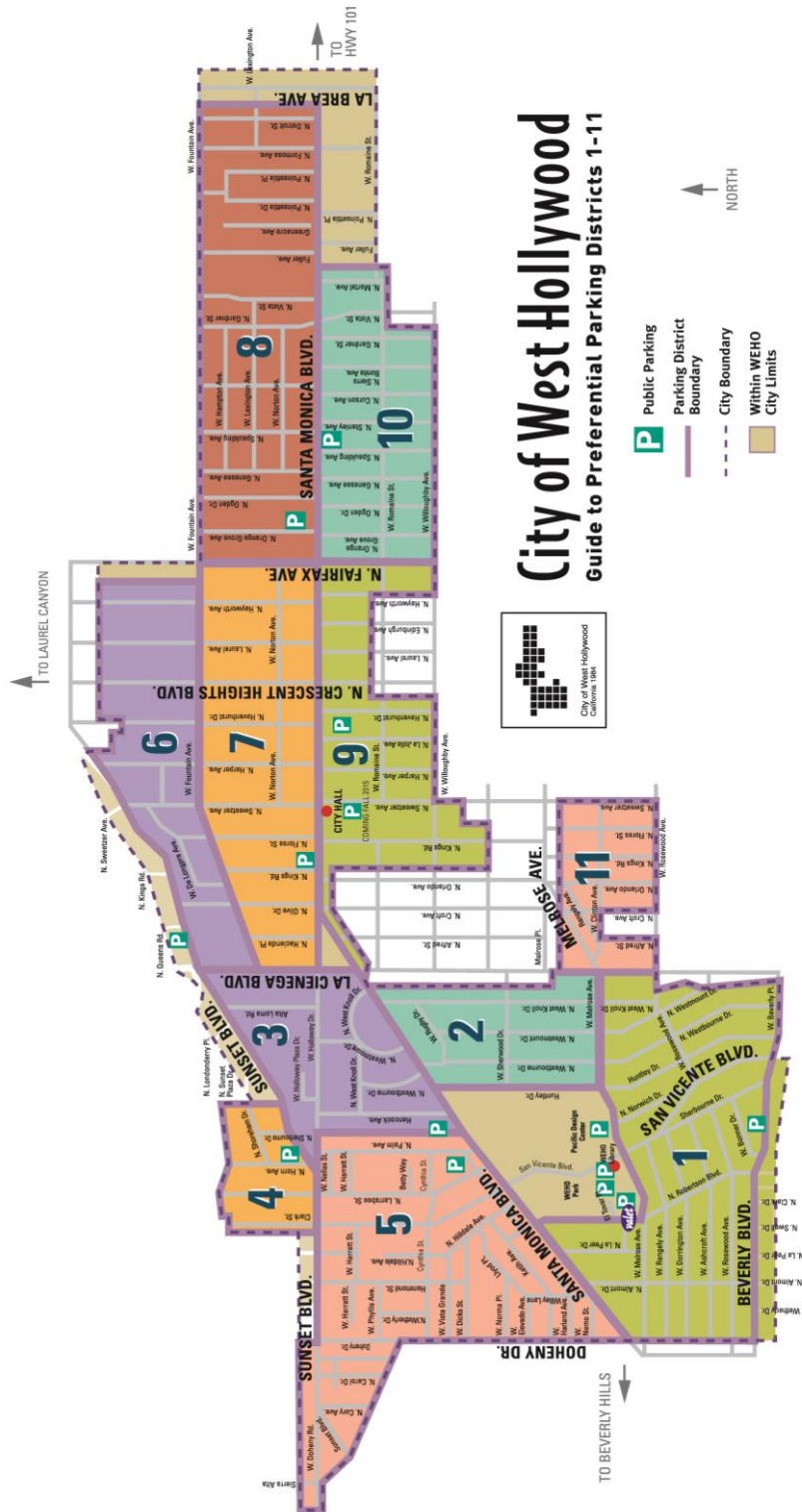


Exhibit B – Agreement for Services

This Agreement is made on this [redacted]th day of [redacted], 2017, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the “CITY”) and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the “CONTRACTOR”).

RECITALS

- A. The CITY proposes to contract for services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
 - 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in “Exhibit A,” which is attached hereto and incorporated herein by reference.
 - 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20[redacted] unless extended in writing in advance by both parties.
 - 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY’s satisfaction, in accordance with the schedule incorporated in “Exhibit A,” unless extended in writing by the CITY.
 - 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$ [redacted] for services provided pursuant to this Agreement as described in “Exhibit A.” Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY’s satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
 - 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY’s Representative.** Unless otherwise designated in writing, [redacted], shall serve as the CITY’s representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 5.2. **Manager-in-Charge.** For the CONTRACTOR, [redacted], shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. **TERMINATION.**

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** CONTRACTOR 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 attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'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 CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR 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.

8. INSURANCE REQUIREMENTS.

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR 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 CONTRACTOR 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 subcontractor's employees. Any notice of cancellation or non-renewal 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 CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

8.1.2. **General Liability Coverage.** The CONTRACTOR 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.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR 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. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

- 8.2.1. “The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations.”
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. 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.
- 8.2.7. The insurance provided by this policy 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.
- 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention (“SIR”) and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition

precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.

- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers'

compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **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, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **LIVING WAGE ORDINANCE.** 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.
14. **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.

15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069-6216

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

- 20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
- 21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
- 22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
- 23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 20__.

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit A

Scope of Services:

Include specific tasks, in-person meetings, interim work products (if any) and at least one final work product (e.g., a report or memo).

Time of Performance:

Include a schedule or timeline for delivering interim and final work products. May include specific dates or the number of weeks (e.g., within 30 days of project initiation).

Special Payment Terms:

(only if additional to section C.4. on page 1)

NONE

E.g., include a pricing sheet or hourly rate, if required or implied. Otherwise, state "None".

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Exhibit B

Certificate of Exemption from
Workers' Compensation Insurance

TO: City of West Hollywood

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation
with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance**. Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____