CITY OF WEST HOLLYWOOD

REQUEST FOR PROPOSALS
PARKING PERMIT AND CITATION MANAGEMENT SERVICES

JANUARY 27, 2022

CITY OF WEST HOLLYWOOD
REQUEST FOR PROPOSALS
PARKING PERMIT AND CIATION MANAGEMENT SERVICES

PUBLIC NOTICE IS HEREBY GIVEN that the City of West Hollywood as AGENCY, invites Requests for Proposals (RFP) for the above stated services and will only receive such proposals no later than the hour of **3:00 PM, March 7, 2022.**

The City of West Hollywood is inviting proposals from qualified individuals or firms interested in providing PARKING PERMIT AND CITATION MANAGEMENT SERVICES for an initial term of five and a half (5.5) years, with two (2) two-year extensions to be exercised at the City's sole discretion.

INSTRUCTIONS:

A Copy of the RFP can be downloaded from the City's website at: www.weho.org/rfp

Proposals must be submitted electronically on the City's bid portal:
https://www.weho.org/city-government/city-departments/public-works/bids

DEADLINE FOR PROPOSAL SUBMISSION:

Proposals must be submitted through the online portal by **3:00 PM on March 7, 2022,** to be eligible for this RFP.

QUESTIONS:

All questions concerning this solicitation must be submitted online via the Q&A section of the bid management software. The official responses to questions or requests for interpretation to this solicitation will be posted on the Q&A section of the bid management software.

The cut-off for the submission of questions or deviations shall be **3:00 PM on February 15, 2022**. 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.

All questions received will be responded to via the online bid portal by March 1, 2022.

Point of contact for this project is Vince Guarino 323-848-6426 or via email at vguarino@weho.org

BY ORDER OF the City of West Hollywood.

**BY ORDER OF THE
CITY OF WEST HOLLYWOOD**

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CITY BACKGROUND

With a population of over 34,000 residents and 22,511 residential units in a land area of 1.9 square miles, West Hollywood is a dense, urban community surrounded by the cities of Los Angeles and Beverly Hills. Often termed "The Creative City", West Hollywood is home to the famous Sunset Strip and the Design District. It is also the host to many high-profile special events including the world-renowned L.A. Pride Festival and Halloween Carnaval which each attract over 400,000 attendees. Other recurring famous events include the Elton John AIDS Foundation Academy Award Viewing party and the HBO Emmy Awards viewing event.

The City operates as a "contract city," using private firms and other governmental agencies to provide some of the traditional municipal services to the community. The City provides general governmental services, such as planning, public works, rent stabilization, parking, and recreation services. The County of Los Angeles continues to provide library services and fire services, independent of the City. Law enforcement services are provided by contract with the Los Angeles County Sheriff's Department and are administered by the City's Public Safety Department.

OBJECTIVE

The Parking Services Division resides in the Department of Public Works and oversees the City's parking programs. The City of West Hollywood contracts parking permit and citation management services and is seeking a multi-year contract with a qualified vendor to provide a parking management system that includes the following services:

1. Parking Permit Management - Including, but not limited to, payment processing, permit issuance and tracking, and reporting. Both physical hangtags and an electronic, permit-by-plate system are utilized for several permit types: Resident, guest, and visitor.

2. Parking Citation Management - Including, but not limited to, citation tracking, payment processing, collection of delinquent parking citation accounts, and scheduling of administrative hearings, as well as the provision of electronic handheld citation issuance devices and required software for the parking enforcement program.

The selected vendor shall deliver a turnkey operation and provide all necessary personnel, equipment, and facilities, including all related hardware and software, to effectively operate under the direction of the City's Parking Services Manager.

The word "processing" shall mean any or all services required to track financial and correspondence history of citations and permits issued as well as payments received, including, but not limited to, receiving, or sending correspondence, entering data, maintaining electronic and paper files, and producing notices and reports.

MINIMUM EXPERIENCE AND QUALIFICATIONS

1. The selected vendor must have the ability to satisfactorily perform the required work as evident by experience and demonstrated competence in performing work of a similar nature for at least three (3) government agencies, preferably issuing more than 5,000 "virtual permits," per year and processing at least 75,000 parking citations per year, for the past 5 years.
2. The selected vendor should have a record of meeting schedules on similar projects as well as supportive client references.
3. The selected vendor must provide ongoing maintenance, support, and training that covers all system hardware and software for the life of the agreement.

SCHEDULE

Distribution of bid document (RFP)	January 27, 2022
Deadline to submit questions	February 15, 2022
City response to questions	March 1, 2022
Proposal due date	March 7, 2022
Proposal evaluation	March 8-29, 2022
Demonstrations/Interviews with selected vendors	April 4-15, 2022
City Council approval of contract	May 16, 2022
Contract start date	July 1, 2022

PROPOSAL EVALUATION CRITERIA

Firm's Key Attributes	15
Implementation Plan & Operations Plan	25
Maintenance & Support	15
Proposed Solution	30
Cost	15
Total Possible Points	100

PROPOSAL CONTENT

All proposals must include the following materials demonstrating the applicant's ability to satisfy each of the proposal evaluation criteria.

1. Firm's Key Attributes (firm's history, experience, and capabilities):

   o Provide the name, address, and telephone number of the company submitting the proposal. Include the number of years in business and the number of years providing parking citation and permit processing services.
   o Detail how the company's overall experience and knowledge uniquely qualify the proposer to fulfill the requirements of the contract.
   o Provide a list of at least three (3) similar projects in the past 5 years that the firm conducted for other public agencies. Include a description of the work performed, as well as the name of the government agency, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the firm's adherence to the schedule and budget for each project.
   o References: Provide the name, title, and phone number of at least three (3) clients for which similar services have been provided. Clients should represent government agencies that issue more than 5,000 digital permits and/or are of equal or larger size in comparison to West Hollywood. Indicate if a transition of services between existing and new contractors was involved.
   o Provide the name, location, and dates of any contracts that have been terminated prior to the expiration date within the last five years.
   o Provide a statement of whether the company is involved in any current or pending litigation, and if so, the name of the lawsuit, the court in which the lawsuit is pending, the case number, and a brief description of the company's course of action.
   o Provide a statement of income, a balance sheet, and a statement of changes in financial position, including notes thereto, prepared by an independent Certified Public Accountant. The financial statements should be as of the period ending on the last day or your most completed fiscal year or the preceding year. All financial information should be provided in a separate sealed envelope.
   o Provide three credit references.
   o Provide evidence of insurance, as outlined in the attached contract. For each requirement, please provide an active certificate of insurance.
   o Provide a company organizational chart.
   o Provide resumes of key personnel, including the Project Manager and operations staff.
   o Provide a list of business names, business location addresses, business telephone numbers and email addresses, and names of key personnel for each subcontractor the Proposer intends to employ in the installation, training, and ongoing support of the SERVICE with the proposal.

2. Program Description
   o Provide a detailed description of the system to be provided, including a discussion of the system's architecture and its ability to provide the services required by the CITY and how it meets the City's needs outlined in Exhibit 1 Scope of Services. Be sure to indicate if the need cannot be met and whether City-specific customization will be required.

- o Specify the make and model of all handheld devices you recommend for use with your system.
- o Specify which financial systems your program currently integrates with.
- o Specify all reporting formats available.

3. Implementation and Operations Plan
   - o Provide an Implementation Plan that outlines the phases, tasks, and timeframes that will be undertaken, including data migration, programming, trouble shooting, and city staff training.
   - o Provide an Operations Plan that explains and details how the service will be provided, and meets the requirements outlined in the Scope of Services.
4. Maintenance and Support
   - o Provide a maintenance and support plan that meets the requirements outlined in the Scope of Services.). The plan should also detail responses to the following aspects of technical support: 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 resulting is system down time, and any negative operational impact because of these updates.
5. Cost
   - o Complete **Form A – Cost Proposal for Parking Permit Management Services**.
   - o Complete **Form B – Cost Proposal for Citation Management Services**.
   - o Identify 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.
6. Additional Deliverables
   - o Provide a statement that **Attachment A – Agreement for Information Technology Services** has been reviewed and indicate whether any changes to the boiler plate contract language are being requested. Only minor changes, primarily for clarification, will be considered.

PROPOSAL EVALUATION PROCESS

1. Proposal Review
   - o An evaluation committee will determine which proposals are responsive to the City's requirements and needs. The technical portions of responsive proposals will be evaluated and ranked by a selection panel that may consist of personnel from the City and from other agencies. The selection may be based solely on the written proposals submitted.

2. Product Demonstration
   - o The vendors with proposals deemed most responsive will be scheduled to provide a one-hour introductory product overview, including Q & A. Following this overview, the vendors will provide a web-based portal where City staff may interact with all functions of the proposed solution. This portal will include the permit processing, citation processing, and citation issuing software. During the web-based portal demonstration period, the vendor shall have a representative available for questions. City staff will provide observations from the product demonstration to the evaluation panel.

3. Vendor Interview

- o After the product demonstration process is completed, the selected vendors will provide the same product overview and Q & A to the evaluation panel.

SUBMITTAL INSTRUCTIONS
The proposal must address all requirements and include all supporting materials outlined in the RFP by **3:00 P.M., March 7, 2022.** Omissions, inaccuracy, or failure to include all required information with the proposal may subject the proposer to disqualification.
Proposals must be signed in ink by the president, chief executive officer, or individual authorized to act on behalf of the company, with current Power of Attorney if applicable. The name of the individual submitting the proposal must be provided.

Proposals must be submitted electronically by **3:00 P.M., March 7, 2022,** on the City's online bid portal:

https://www.weho.org/city-government/city-departments/public-works/bids

QUESTIONS ABOUT RFP

Submit all questions by **3:00 P.M., February 15, 2022,** on the City's online bid portal:

https://www.weho.org/city-government/city-departments/public-works/bids

Responses to all submitted questions will be provided via the City's online bid portal by March 1, 2022. No verbal questions, or written questions submitted through any other means than PlanetBids, shall be answered.

The City is not liable for any costs or expenses incurred by the proposers in preparing and submitting their proposal.

All written communications pertaining to the RFP shall be subject to disclosure pursuant to the California Public Records Act. Proposals will be subject to disclosure only after staff has selected a vendor for recommendation to the City Council and Council has approved the contract.

TERM OF AGREEMENT
The initial agreement term shall be for five and a half (5.5) years commencing July 1, 2022, through December 31, 2027. The CITY may extend the term of the AGREEMENT for two (2) additional two-year periods.

CONTRACT REQUIREMENTS
It is the City's intent to award the contract to the vendor that demonstrates a high level of innovation and proposes the most effective parking permit and citation management solutions for the City. The City is not required to select the proposal solely based on price. The West Hollywood City Council will have final approval of the recommended award of the contract.
The CITY reserves the right to terminate the AGREEMENT with or without cause with 30 days written notice to the CONTRACTOR.

ATTACHMENT A – Agreement for Information Technology Services is provided as a sample of the City's standard contract requirements. Provide a statement that it has been reviewed and

indicate whether any changes to the boiler plate contract language are being requested. Only minor changes, primarily for clarification, will be considered. Example responses include:

- "No Changes to the standard contract are required or requested."
- "Our Legal Department has revised the agreement and has requested the following change to section 8.2.1, line 4-5."

Proposed changes will not have any influence on the evaluation of the proposal but will streamline the contract execution process. The proposed changes will be reviewed and approved by the City Attorney's Office and Risk Management Officer prior to signing the contract documents.

NOTICE TO ALL POTENTIAL PROPOSERS

Proposers shall not communicate, meet, or discuss with any City employee, City Council member, or City appointed official concerning the PARKING PERMIT AND CITATION MANAGMEMENT SERVICES RFP or any aspect of the evaluation, consideration, and decision- making process except as provided in this RFP. All communications regarding this RFP shall be conducted through the City's online bid portal. Failure to abide by these requirements may subject proposers to disqualification from the selection process.

OWNER'S RIGHTS

The City reserves the right to reject all proposals or pursue another course of action deemed appropriate at the City's sole and absolute discretion. The City reserves the right to waive irregularities. The City reserves the right to negotiate changes to the terms contained in the proposal with the selected proposer, including changes to the cost.

DEFINITIONS

The following meanings are attached to the following defined words when used within the RFP or AGREEMENT:

The words "Vendor", "Proposer", "Company", "Contractor", or "CONTRACTOR" mean the firm or corporation submitting a proposal on these specifications.

The word "Services", "Contract Services" or "Scope" means the work assigned to the CONTRACTOR as set forth in "Exhibit A" of the Contract, attached hereto and incorporated herein by reference.

The word "CITY" means the City of West Hollywood and its representatives employed for this project, elected officials, and staff.

EXHIBIT 1
SCOPE OF SERVICES

The City of West Hollywood is seeking a real-time, unified, cloud-based parking management system comprised of parking permit and citation processing, with integrated citation issuing devices and associated printers. The vendor shall provide all hardware, software, and labor required to provide the services.

It is the City's intention to have a "one stop shop" experience for staff and constituents. An ideal solution is a turnkey system from a vendor who has proven expertise in permit issuance and citation processing in the State of California. All hardware and software are to be provided by the contractor. The system must be able to integrate with existing License Plate Recognition (LPR) tools, currently provided by Genetec. LPR Integration currently includes image and data transfer to handheld software for time limit and permit enforcement. In addition, hot lists such as scofflaw and a dynamic permit file are also downloaded to the LPRs.

Functionality, scalability, user experience, and compliance are key priorities. While providing excellent technology to stakeholders is an essential requirement, the chosen vendor is required to ensure the City's timely compliance with state agencies. An expert level of understanding of the California Vehicle Code with a mastery of citation processing, noticing, adjudications, payment plans, and residential permitting is required.

Both processing efforts must be built on current and flexible platforms, allowing for quick response to industry improvements and City needs. The chosen vendor shall be a partner and collaborator with the City, offering proactive and creative solutions, putting the City at the forefront of efficiency and effectiveness. As technology advances, the City expects the vendor to integrate new data types and functionality.

The chosen vendor shall provide one account manager familiar with all facets of the contract who oversees the contract's obligations. The account manager shall be available to the City by phone and email during business hours. Responses should be prompt. The City requires monthly meetings. At least one of these meetings must be in-person each quarter.

There are currently 11 Residential Parking Districts. Prior to rolling out permit-by-plate for visitor permits, the City issued approximately 100,000 temporary visitor permits a year. 570 accounts are currently enrolled in the permit-by-plate program and about 20,000 permit-by-plate permits were issued last year.

Annual Permit Activity

Total Permits	148,000
Paper Visitor Pass	100,000
Permit-by-Plate Virtual	20,000
Annual Guest Placard	20,000
Annual Resident Decal	7,000
Annual Official Business	300
Commercial	500

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The City averaged 9,200 citations each month for 2021. Prior to COVID-19, the City averaged 12,000 citations each month. Last year, 8% of citations were contested or had some type of additional action applied. Thirty-six citations were placed into a Low-Income Payment Plan.

CLIENT CUSTOMER SUPPORT REQUIREMENTS

Customer service covers all aspects of the system. The vendor is expected to outline a service level agreement (SLA) with service availability expectations, scheduled maintenance event and length expectations, severity levels and escalation paths for outages and/or other service-impacting events (e.g., bugs), as well as clear and concrete expectations for response and resolution times for each severity level. Critical and severe-level events are to have resolution timelines outlined. Additionally, the vendor will be expected to provide clear guidelines and consequences for failure to meet their SLA (e.g., service credits, refunds, etc.).

A. Vendor shall offer remote support during the City's business hours with emergency tech support 24/7
B. City staff are expected to have access to customer support during business hours by both phone and email with no more than a two-hour response time
C. Critical/urgent items that require immediate attention shall be addressed in a manner that reduces an interruption of service to a minimum
D. Vendor shall have live chat option during program's business hours for staff
E. Vendor shall offer community-based support in the form of community portal, list-serves, chatbots, or other collaborative experiences
F. Vendor shall provide regularly (minimally every six (6) months) updated functional requirements and user manuals (these documents may be digital or in a wiki)

PARKING MANGEMENT SYSTEM REQUIREMENTS

For the purpose of this RFP, the parking management system shall be considered unified in the sense that all parts, areas, modules, or subsystems shall be contained in a single ecosystem where both front and backend user experiences are seamless. At the highest level the system is to be viewed as being comprised of two pieces: the front-end (public facing) and the back end (administrative access). The front-end shall be where the public engages the system through an ecommerce enabled module. The backend shall be where staff interface with the management solution and manage customer accounts and administer citation services.

For front-end users, the City wants the experience to be simple and efficient with users able to easily interact and manage all information. For back-end users, an emphasis on configurability and independent management is a must. While the City is aware certain core features may not be modified by staff, the City desires to be independent and autonomous regarding business operations and communication content.

SECURITY, UPGRADES & MAINTENANCE REQUIREMENTS

A. Compliant with City's finance policies and Payment Card Industry-Data Security Standard (PCI Level 1)
B. Scheduled outages may not be performed during business or peak hours (Mon-Sun, 7am-9pm) unless necessary and justified in writing to the City
C. Digital communication, with adequate advanced noticing on all portal pages, shall be the responsibility of the vendor
D. Software updates, upgrades, and maintenance shall be included at no additional cost to the City

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E. Updates, upgrades, and maintenance shall not affect the City's applications uptime without advanced (no less than 7 calendar days) notice
F. The management system must provide, at minimum, daily backups of data with restoration capabilities to a point in time or current as required
G. Vendor shall monitor the system for issues and outages 24/7

IMPLEMENTATION AND ACCOUNT MANAGEMENT REQUIREMENTS

The management system must integrate with several City and third-party programs that support the parking operation (SkiData, IPS, Genetec, T2 Systems). Prior to launching the system, the project manager is expected to coordinate with each vendor to implement integrations into the system. The project manager shall oversee all details of the implementation and provide the City weekly updates.

A. Proposer shall include functional requirements in their proposal and shall include the following:
    1. A chart clearly defining the relationships between operations, financial transactions, accounting and reporting, and citation processing
    2. Description of process by which requirements will be satisfied such as
        i.   Overall system narrative
        ii. System flow chart
        iii. Data flow diagram
    3. Inventory of expected outputs (listings, reports, notifications, displays, etc.)
    4. Description of conversion plan and how the citation processing will interface with the permit processing
B. System shall be fully tested by vendor with regularly (at least every two weeks) scheduled sessions with City staff regarding feedback and progress updates
C. Should a new vendor be chosen, records as far back as 5 years must be imported to allow historical analysis with newly formed records
D. Active accounts at the time of transition are to be migrated in a way that the vehicle owner is not adversely affected
E. Vendor shall create a simple and seamless transition experience for existing customers
F. Vendor shall supply a dedicated implementation project manager throughout the implementation period and 6 months post go-live
G. Vendor shall provide training per the City's request
H. On award of contract, vendor shall provide a sandboxed, test environment with full access for City staff to test and train prior to launch and throughout the contract term

GENERAL SYSTEM REQUIREMENTS

Data is the property of the City and must be provided to the City at their request within 3 business days in a .csv or another format requested by the City. All cloud-based systems and sub-systems of the management system are expected to have unlimited data storage, including unlimited upload and download file sizes.

Our current system focuses on citation administration and Resident Parking Program permits. The City looks to expand the existing system's scope to include the sale of non-RPP permits and bring visitor parking permits, both physical and permit-by-plate, under one system. Furthermore, the City would like the system to be highly configurable regarding selling and administering permits.

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A. Configurability
1. The parking management system is expected to scale, based on the current or future needs of the City
2. Open API to allow for current and future integrations
3. Ability for staff to manage all permit assets
4. Software shall be customizable to the City's specifications, including but not limited to:
    i. Permits configurations and fee schedules
    ii. Violation descriptions, fine amounts, codes, etc.
    iii. User control groups and security levels
    iv. Ecommerce settings, photos, page content, hyperlinks, disclaimers, etc.
    v. Notifications, correspondences, emails, and letters
    vi. Reports and queries
    vii. Automations
5. Customer email options: Both to individuals and to selected groups, with configurable messages and attachments, from within permit parking processing

B. Hosting
1. Fully hosted
2. Unlimited storage and no restrictions on document uploads
3. Security is to meet or exceed industry standards and comply with City's IT Security Policies
4. Vendor is to provide all necessary back-end hardware, software, subscriptions, services, etc. to operate and maintain the management system
5. System shall be cloud-based, supported by back-up systems and redundant fail-safes, maintaining a minimum of 99.9% uptime
6. System shall be mobile responsive and accessible from any location
7. Integrated ecommerce solution

C. Compliance
1. Monthly Service Level Agreement (SLA) report
2. Provide Uptime status page in real-time with transparent and accessible trail of status changes
3. Maintain all records in compliance with the City's Retention Policy

D. User Interface
1. Visually appealing with user-specific aesthetic customizations for usability such as fonts, text sizes, colors and contract and arrangement of widgets
2. One-click "link" to navigate between the System's various areas
3. Single sign-on capability using Azure AD
4. Advanced on-demand search or query tools available to the end-user from within the management system
5. Dashboard with widgets/visualizations, import external datasets and export analysis

E. Staff Permissions
1. Staff administrator(s) shall have ability to create, delete or manage existing back-end users, reset passwords, and control access levels
2. Ability to view status of all automations and feeds such as last export, last import, failures, etc.
3. Ability to merge duplicate records
4. Ability to create and schedule reports with automated email-to-recipient function
5. Ability to message customers within the system individually or in mass with custom messages

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6. Ability to create, modify, group, and delete notes on all eligible interaction elements such as permits, citations, customers, etc.
7. Staff administrator(s) ability to modify system settings

F. Access to Data
1. Intuitive, visual dashboard and UI for quick navigation and decision-making by staff
2. City owns all data: Full report of database contents in .csv or other requested format within 72 business hours of request
3. Extracting information in various formats is a requirement and should be a simple and streamlined process for staff

G. Correspondences
1. All correspondence shall be integrated into the citation record and made available to staff from the system archives
2. Staff configurable reports, notices, and letters

CUSTOMER ACCOUNT MANAGEMENT REQUIREMENTS

A. Configuration
1. Ability to view all non-PCI front-end information and historical audit trail
2. Multiple accounts may be linked or associated with a specific address but may not violate the City's permit rules under the Municipal Code 10.08 and its subsections
3. Addresses determine the number of available parking permits eligible for sale
4. Unique account numbers issued to each customer for digital or physical asset
5. Categorization of customer accounts for easier search and more robust reporting (resident, business, delivery, etc.)
6. Associate multiple customers to a single vehicle based on registration, citation history, permit history, appeal history and any other mechanism that associates a vehicle and active customer
7. Customers may have multiple addresses but are restricted to City's municipal code rules regarding permit eligibility

B. Staff Experience
1. Set relationships between customers and other objects in database
2. Quickly update, deactivate, reset, and adjust customer records with change history audit trail
3. Setup alerts, both internal and outward facing
4. Generate invoices for mail and email distribution
5. Add notes directly to a customer account and not just on objects such as permits and citations

ECOMMERCE REQUIREMENTS

Vendor to provide an easy to use, yet customizable, public-facing ecommerce solution for administration and excellent customer experience. The site will need to handle payments for citations and permits, residential parking permit account management, citation appeals, and all other transactional elements of the City's parking program.

1. Configuration
   a. Accounts shall be customer-centric yet dependent on the residential unit address to comply with West Hollywood Municipal Code (WHMC)

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b. Multiple user accounts with individual logins may be created for a residential unit address but must comply with permit requirements and eligibility as dictated by the WHMC
c. Ecommerce solution shall be configurable post-deployment by staff for basic elements such as content, look and feel, etc.
d. System shall not have limitations with regards to data storage, file sizes and must be able to accommodate all common file types, such as GIF, JPEG, PNG, PDF, HEIC, etc.
e. Allows staff to create new pages such as an FAQ page to assist customers with their online experience and minimize customer service interactions
f. Provides an intuitive shopping experience with common features such as a shopping basket and allow end users to make multiple payments within a single session
g. Allows customers to receive email and text alerts for account status updates
h. Automatically emails receipts, customizable by staff regarding content and format
i. Payment Card Industry (PCI Level 1) compliant
j. One address may have multiple accounts
k. Permit processing shall not oversell an address regardless of number of affiliated active accounts
l. Ecommerce site shall be configurable and self-managed by City, staff post implementation, regarding aesthetics, text, images, notifications, and other non-programmatic elements
m. Real-time integration with the parking management system and citation issuance software and equipment
n. Accessible 24/7 from mobile, PC, and tablet
o. Available on any web browser and platform (Mac, Windows, Android, iOS, etc.)

2. Customer Experience
a. Allows customers to complete applications and upload supporting documents online in any format and without size constraints
b. Allows for the application or renewal of permits online
c. Allows for the online payment of permits
d. Allows for the online payment and appeal of citations
e. Allows for the viewing of permit and citation histories, including status of administrative citation reviews and hearings
f. Label addresses and set priorities
g. Co-manage accounts with roommates
h. Allows customers to create accounts to self-manage their parking account; payments, addresses, contact information, citation history and payments, parking credits, visitor permits, renewals, applications, etc. with a detailed activity history
i. Allows customers to pay for citations and permits simultaneously at checkout
j. Allows customers to submit Low Income Payment Plans, manage correspondence and track payment history
k. Allows customers to apply, pay for, and printout encroachment permits
l. Allows customers to view, in a user-friendly layout, details of elements such as current and past citations, current and past appeals, vehicle records, addresses, customer contact information, current and past permits
m. Allows users to digitally submit Declarations of Non-ownership and other relevant documents
n. Allows customers to pay for one or multiple transactions in a single session

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o. Allow customers to use multiple payment option (i.e., credit cards, prepaid cards, bank transfers, debit cards, E-Wallets, mobile payments, digital currency echecks, cash)
p. Allows customers to print temporary Residential Parking Permits, with a unique identifier to prevent misuse
q. Allows customers to live chat with customer service agents during agreed upon hours of operation
r. Allows customers to submit technical issues directly to vendor

BACK-END CASHIERING REQUIREMENTS

Cashiering applies to any authorized Staff responsible for taking funds from a constituent. Cashiering is primarily used for the sale of over-the-counter permits but may also be used to take citation payments, parking encroachments, parking credits, payment plans, and any other future transaction for which the Parking Services Division may be assigned responsibility.

A. Configuration
1. Associate sales with customizable financial reporting
2. If needed, provide compliant POS hardware
3. NSF Alerts
4. System allows invoicing and statement creation to an individual or group of customers
5. System controls to provide financial internal controls and prevent overrides, refunds, and other controlled actions without proper review by more than one user at different approval authority levels
6. Mechanism to make refunds to the payment source with multi-stage approvals
7. Provide the ability for each cashier to report their daily transactions by batch, tender type, and items, including voided transactions
B. Staff Abilities
1. Sell single or multiple items in a single transaction and subtotal item transaction amounts by transaction type
2. Able to apply items into a payment plan with reminders, generate invoices, provide electronic receipts
3. Ability to generate ad hoc invoices via mail and electronic message and automate invoicing
4. Allow cashiers to create and schedule invoices for various timelines
5. Allow automatic invoicing, late fees, appeals, and collections through scheduled and ad hoc workflows
6. Mechanism to make refunds to the payment source with multi-stage approvals
7. Allow multiple transactions (citation, permit, misc.) during a single cashiering session
8. Ability to sell multiple items in a single session (permits, citations, misc.)
9. Print and email receipts and temporary permits
10. Cashier shall be able to easily identify and sell eligible permits and sell miscellaneous items during in-person sessions.
11. Setup payment plans

BACK-END PERMIT MANAGEMENT REQUIREMENTS

Managing permits is a core responsibility of the Parking Services Division with staff spending much of their time in this area. With the aforementioned items in mind, the City would like this section to be extremely configurable by City staff, including, but not limited to, permit number

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ranges, permit pricing, permit effective/expiration dates, permit control groups, and prorations. The City strongly prefers autonomy regarding the management of its permits.

Permits are available in West Hollywood as both physical and permit-by-plate. While the City is planning to transition to a completely virtual environment within the next 5 years, the chosen system must be able to administer and manage both types of permit styles concurrently and with ease. For visitor permit-by-plate permits, solutions should be highly effective for both enforcement and customers alike.

A. Configuration
1. Handle both permit-by-plate and physical permit inventories concurrently
2. Complete permit history for all permit types and tracking for chain of custody audit
3. Track customer name, vehicle information, contact information, address, permit history, and citation history, creating separate yet linked records
4. Seamless application management tool for staff reviewing new applicants or controversial renewals
5. Allow workflow objects to be saved and worked on concurrently without bypassing or bottlenecking the workflow
6. Facilitate online permit transactions without the need to visit a physical location or facility
7. Permits shall be available to customers to renew, cancel, mark stolen, etc. online and notify staff of the change should administrative review be needed
8. From the same screen, ability for admin users to quickly self-manage the relationships between a permit, customer, notes, transaction activity, payment records, vehicle, and citations, as well as view and download supporting documents provided by the customer as a PDF or other common file format
9. System shall allow for the control of permit allotments and allow the same ease of management for these permit allotments as all other types of permits
10. System shall allow for the inventory and configuration of permits by location and facility
11. System shall maintain a robust inventory control
12. System safeguards should not allow overselling, the selling of duplicates, or the selling of ineligible permits
13. Allow for permit sharing or more than one vehicle to be registered to a permit
14. Offer predetermined and flexible custom permit status types (i.e., lost, stolen, replaced, active, etc.)
15. Extensive note feature for permits that is transferable to handheld enforcement devices
16. Restrict sales by permit district and address
17. System shall support an auto-renewal options for eligible accounts and allow for recertification
18. System generated renewal letters for both email and print with audit trail accessible by customer staff
19. Robust in-app search mechanism that offers, but is not limited to, ability to search by permit, name, address, street, license plate, etc.
20. System shall offer both digital and print formats for permits configurable to the city's municipal code requirements WHMC 10.08.130
21. Option for permit fulfillment services (please provide a description of services)
B. Staff Experience

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1. Staff ability to create new permit number ranges and control groups
2. Staff ability to add, delete and modify permit configurations such as permit number, date range, price, proration schedule and eligibility, type, affiliations, ledger/budget, eligible locations, refunds, renewals, notifications, and purchase limits
3. Multiple accounts may be created for a single address but shall comply with permit requirements and eligibility as dictated by the WHMC
4. Create custom permits for various ad hoc needs such as parking encroachments for daily residential moves, commercial moves, special event permits, and other parking relevant permits
5. Print temporary permits configurable by the staff with unique graphics and other critical fields needed for parking enforcement, tracking, and fraud prevention (i.e. bar codes and QR codes)
6. Ability to create and self-manage RPP districts and zones according to the City's unique needs
7. Create custom workflows for permit requests with built in reviewer steps

BACK-END CITATION MANAGEMENT REQUIREMENTS

A. Configuration
1. Complete integration with Citation Processing component of solution for seamless user experience providing the most current information on citation status
2. Display real-time citation information within the same UI as permits and other system elements described above
3. Citations linked to customers and all associated elements for seamless user management during customer service engagements or adjudication administration
4. Provide real-time permit/vehicle/customer data to enforcement technologies such as, but not limited to, handheld devices and LPR units
5. All evidence collected, such as notes, photos, GPS, etc., by issuing officer to be recorded and stored for easy retrieval through back-end
6. Citations available for immediate online payment or appeal should motorist desire
7. Coordination of scofflaws and other hotlists between the administrative system and the enforcement module
8. Real-time multi-state DMV Access and Integration fully managed by the vendor
9. Retrieval of RO information from any states sharing that information
10. Dashboard format to allow for the monitoring of citation program performance in real-time and historically
11. Data to be easily retrievable in MS Excel, .CSV or .PDF file formats
12. Mechanism to update new vehicle temporary plates to permanent plate and VIN

B. Staff Experience
1. Staff ability to configure post-deployment information being shared between the parking management system and enforcement units
2. Staff ability to correct citation errors, submit mismatches, and other regular administrative functions
3. Manual citation entry by vendor with backup stored and managed by vendor
4. Staff ability to lookup DMV information from system of record by citation issuing software
5. Allow authorized users to correct citation information through administrative functionality

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6. Ability for administrators to recall holds and their fees, make citation adjustments, and control fines
7. Attach photos and documents to citation records with a preview within the parking management system that does not requiring the download of the attachment for viewing

CITATION ISSUANCE EQUIPMENT REQUIREMENTS

As an extension of the citation management element of the system, the vendor shall provide a completely integrated solution for issuing citations per California Vehicle Code requirements. All information recorded via this section shall be available to administrative staff in the System's back-end management module. Vendor shall provide and service all equipment, at no additional cost, except for a warranty cost agreed upon as part of the contract. Provide handheld citation issuance devices with printers for the parking enforcement program that meets or exceeds the following standards:

A. Features
1. Require a password/security sign on to prevent unauthorized use
2. Fully configurable so that the City may select data entry fields and make them a required entry, an optional entry, or an unused field
3. Citations should immediately show in system for payment
4. Integrates with current LPR (Genetec) solution and/or additional LPR implementations at the City's discretion
5. Records and stores photos, videos, and audio
6. Timestamp transactions by the system's internal clock and display time/date on photo evidence
7. Records latitude and longitude coordinates of citation location and officer location, for audit purposes
8. Ability to read bar codes
9. Push/pull global alerts
10. Accept electronic files of scofflaw and parking permits on predetermined schedule
11. Support entry of information such as vehicle make, model, color, style, plate type, violation, void, and standard codes
12. Produce a voided ticket audit trail
13. Automatically transfer an upload of citations issued by the handheld computer
14. System to promptly notify City regarding citations unable to be entered for any reason (no violation code, unreadable license, etc.)
15. Support monitoring of vehicles in a time limit zone
16. Support the issuance and tracking of warnings as well as actual citations
17. Water resistant, lightweight, durable with a high-resolution color camera and flash with excellent nighttime photo capability
18. Extended battery operation, minimum 10 hours
19. Printer units with Bluetooth or other secure, reliable communication technology
20. Fast charging Equipped with fuzzy logic and optical character recognition technologies
21. User interface designed in a way that is intuitive and helps the user avoid mistakes from fatigue and repetitive use
22. Automatically logs officer activity such as location and time between field entries for quality control and training
23. Allows users to enter duty statuses as determined by the City (i.e. rush hour, lunch, foot patrol, encroachment setup/takedown, LPR enforcement, etc.)

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24. Designed in a manner that allows users to document non-citation events such as encroachments and tows with a unique ID that is system generated

B. Staff Experience
1. Sharing of time markings between different users in real-time
2. Access internet via wireless and data plan
3. Provide a user-friendly UI
4. Ability to quickly to scan license plates using LPR technologies on the handhelds supported with fuzzy logic and optical character recognition software
5. Ability to bypass misreads
6. Option to automatically populate address/location field
7. Screen is easily viewable in full sunlight and at night
8. GPS location identification and reporting capability
9. Easily allow the user to display all citation data entered to that point and to edit or modify any field without disruption of the citation entry process
10. Secure message feature to other devices and to/from the parking management system
11. Support the reprinting of an issued citation, this reprinted citation must contain the same time stamp as the original citation not simply the time it was reprinted
12. Upon entering a license plate during citation issuance, automatically search vehicle information for scofflaw eligibility
13. Easily create and modify canned responses
14. Filter and arrange comments, violations, and other frequently uses variables
15. Real-time permit queries by license plate and permit number
16. Identify previously issued warnings and citations upon a license plate or VIN lookup
17. Provide user ability to enter custom remarks both publicly and privately
18. Allows users to record photos, videos, and audio recordings without issuing a citation for non-enforcement activities such as encroachment deployments and CHP 180 tasks
19. Users are not to be limited by the number of photos and recordings per event

BACK-END ADJUDICATION MANAGEMENT REQUIREMENTS

A. Configuration
1. Place citations on temporary or permanent freezes to avoid penalties, etc.
2. Unique codes for various actions such as voids, dismissals, suspensions, etc. with option to add, remove, and modify
3. Provide a robust, yet flexible, adjudication workflow that allows administrative users the ability to effectively manage workload without limitations
4. Robust adjudication tools that fully encapsulate the various workflows at the first and second levels
5. Automation of regulatory correspondences upon review or hearing completion
6. Generate decision letters and use customizable liable and/or dismissed reason codes
7. Record data and comments for historical background and attach to citation record
8. Record case decisions in customer record for all levels of appeal

B. Staff Experience
1. Allow workflow objects to be modified concurrently without bottlenecking
2. Ability to enter citations into a payment plan
3. Allow administrative users to easily retrieve information from all areas of the management system without losing work progress
4. Ability to immediately appeal a citation after issuance
5. Customer ability to review photos and retrieve a facsimile of issued citation

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6. Retrieve correspondence records and view other critical details of the correspondence process without losing progress of work and/or leaving the adjudication viewer/portal
7. Upload multiple files without limit to file type/size
8. View submitted appeals and associated supporting documents
9. Review administrative review and hearing responses
10. Administrative reviewer to have ability to add holds, suspends, and take other actions as needed during a review
11. Provide an administrative hearing scheduler and workflow for efficient 2nd-level appeals
12. Automatically schedule correspondences per the State's Vehicle Code requirements
13. Hearing examiner to directly add notes, manage hearings, and generate decision letters for mailing from the online portal
14. Ability to manage administrative hearings with scheduling features, calendaring, and notifications in a single cloud-based location with a clean and user-friendly interface.
15. Suspend action while appeals are under investigation
16. Manage supporting evidence submitted by customers in support of their appeals
17. Ability to sort citations by type of violation and/or defense

BACK-END FINANCIAL MANAGEMENT REQUIREMENTS

A. Configuration
1. Provide multiple payment types (e.g., credit cards, prepaid cards, bank transfers, debit cards, E-Wallets, mobile payments, digital currency echecks, cash)
2. Flexible, detailed financial reporting mechanisms, ad hoc and reoccurring, with email capability (please provide samples of standard financial reports offered)
3. Ability to export reports as MS Excel, .CSV, and .PDF file format
4. Detailed audit trail of changes made to system
5. Digital chain of custody records
6. Provide the ability to adjust items/transaction types for a date range
7. Provide the ability to look at rates and fee schedules for prior periods
8. Provide the ability to copy a fee/rate table and then adjust the date range and amounts as needed.

	DEPARTMENT OF PUBLIC WORKS PARKING VIOLATIONS FEE SHCEDULE	FY 19-20 FEES	INCREASE, DECREASE, SAME, OR NEW	FY 20-21 FEES
CVC/ WHMC	PARKING VIOLATION SCHEDULE			
10.07.020	Illegal Parking Outside Space Markings	$53	Same	$53
10.07.020	Illegal Parking Outside Space Markings (If paid after due date)	$97	Same	$97
10.07.030	Failure to obey signs	$58	Same	$58

9. Provide a three percent (3%) of the transaction amount convenience fee for processing payments made by credit card in lieu of check or cash for those transaction/items that are authorized by the City Council to collect a credit card convenience fee.
10. Provide transactions for bank deposits summarized by transaction types and providing details on card types, transaction/item fees collected, and convenience and merchant fees withheld for bank reconciliation)

EXHIBIT 1

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TransDate	Payment Method	Process	DepositDate	Paid by	Entity	Amount	ConvFee	ProcFee	Net
1/5/2022 22:59	Visa	PKG Resident Moving Permit (TOW) #3234	1/5/2022	Rachel Kaplan		$10.00	$0.00	$0.59	$9.41
1/5/2022 22:53	Visa	PKG Resident Moving Permit (TOW) #3235	1/5/2022	Michael Noland		$10.00	$0.00	$0.59	$9.41
1/5/2022 22:43	Visa	PKG Resident Moving Permit (TOW) #3236	1/5/2022	Asteras Kings		$10.00	$0.00	$0.59	$9.41
1/5/2022 22:38	Visa	PKG Resident Moving Permit (TOW) #3238	1/5/2022	Mike McNeeley		$10.00	$0.00	$0.59	$9.41
1/5/2022 20:39	Visa	PKG Resident Moving Permit (TOW) #3230	1/5/2022	Douglas Aguilar		$10.00	$0.00	$0.59	$9.41
1/5/2022 20:04	Visa	PKG Resident Moving Permit (TOW) #3232	1/5/2022	Alana Roshay		$10.00	$0.00	$0.59	$9.41
1/5/2022 19:08	AMEX	PKG Commercial Moving Permit (METER) #274	1/5/2022	Katherine Conover		$80.00	$2.40	$2.62	$79.78
1/5/2022 18:16	Visa	PKG Resident Moving Permit (TOW) #3233	1/5/2022	Paul Jin		$10.00	$0.00	$0.59	$9.41
1/5/2022 6:41	Visa	PKG Resident Moving Permit (TOW) #3216	1/5/2022	Scott Ryan		$10.00	$0.00	$0.59	$9.41
1/5/2022 2:57	Payout					$160.00	$2.40	$7.34	$155.06

11. Provide the ability to stack multiple payment processing gateways depending on the customer's desired payment type (e.g., credit cards, prepaid cards, bank transfers, debit cards, E-Wallets, mobile payments, digital currency echecks, cash)
12. Restrict access to Bank account, Merchant account payment processor/gateway information to authorized users with Finance banking roles
13. The City has a contract with Heartland Payment Systems Inc. to provide merchant processing services. Provide the ability to continue to use Heartland Payment Systems as the merchant processor

B. Staff Experience
1. Customizable rates, fee schedules, and payment plans
2. Ability to schedule and automatically email reports to internal stakeholders who are not users
3. Ability to schedule and automatically email specific reports summarizing daily transactions to internal users and stakeholders based on their roles (e.g., daily transactions by cashier, transactions for bank deposits summarized by transaction types and providing details on card types, transaction/item fees collected, and convenience and merchant fees withheld for bank reconciliation)
4. Easily self-manage asset financial configurations

BACK-END REPORTING MANAGEMENT REQUIREMENTS

A. Configuration
1. All reports must be able to export all fields from system in a usable and editable format such as .csv and .xls
2. Advanced search features to be made available for staff to run queries and research based on keywords and other elements of the database
3. Dashboard to provide staff report widgets or visualizations for quick analysis of program's key performance indicators (KPIs) such as pending applications, outstanding appeals, scofflaws, citations issued, upcoming permit renewals, etc.
4. Vendor shall offer report repository for analysis and download

B. Staff Experience
1. Offer a variety of basic reports and the ability for administrative staff to create their own custom reports with ease (please provide samples of the basic reports offered)
2. Ability to determine report schedules and setup distribution lists via the module
3. Ability to export fields as single report across multiple databases
4. Authorized staff users able to determine user roles, reset passwords, create new accounts, deactivate accounts, and perform other administrative maintenance tasks
5. Ability to provide regular report of officer activity including gap report, route performance, officer dismissals, duty statuses, and violation distribution
6. Run reports as needed or per a scheduler and export to various file formats such as MS Excel, .CSV, and .PDF
7. Create custom reports and export to various file formats as needed

EXHIBIT 1

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CORRESPONDENCES, LETTERS, AND NOTICES

Correspondences must be mailed in a timely fashion in compliance with California Vehicle Code regulatory timelines. Vendor will provide the printing, postage, and mailing of all correspondences in and out of state, scheduled and ad hoc.

A. Configuration
    1. Permits
        i.   Renewal Notices
        ii. Application Correspondences
        iii. Missing Documentation Notices
    2. Citations & Collections
        i.   Courtesy and reminder notices
        ii.   Delinquent notices
        iii. Drive-off letters
        iv.   Administrative review
        v.   Administrative hearing
        vi.   Citation corrections
        vii. Lessees and rental notices
        viii. International notices
    3. Transparent letter history for staff with ability to view and reprint past letters per customer requests
    4. All regulatory correspondences pertaining to the program shall be the responsibility of the citation processing vendor and shall comply with local and state law
    5. All correspondences shall be available for scheduled and ad hoc electronic distributions
    6. Correspondences shall be available as both PDF attachments and as text in email bodies
    7. Correspondences shall be customizable and editable without vendor's support
    8. Notifications printed and mailed out on City's behalf according to a predetermined schedule in compliance with local and state guidelines
    9. Send and receive electronic files digitally via a scheduler feature
    10. Regulatory Annual report per CVC 40200.3(b)
    11. Generate custom emails to customers automatically
B. Staff Experience
    1. Ability to print and mail ad hoc notifications as determined by the City
    2. Reprint or email notifications
    3. Staff to have ability to adjust and modify letter templates and create new templates on their own
    4. Ability of customer to print notices ad hoc
    5. Administrator ability to customize notices or adjust existing templates

CITATION PROCESSING REQUIREMENTS

The intent of this section is to provide the City with a full suite of services covering the collection of payments, notifications and correspondences, compliance with the State of California, citation customer support, and lockbox services.

ADJUDICATIONS

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Vendor is expected to oversee the City's regulatory obligations regarding adjudication (CVC Sections 40215, 40230). City Staff review and decide administrative reviews (1ˢᵗ Level). Administrative Hearings (2ⁿᵈ Level) are decided by a third party, professional hearing examiner. The vendor shall oversee the entire Administrative Hearing process, including scheduling of hearings, preparation of hearing packets, routing of discovery items, mailing of correspondence, and answering inquiries regarding appeal status and process. Third level appeals are heard by the Superior Court of California.

A. Coordinate administrative hearings with the City's hearing examiner, updating all records in the management system
B. Enter mail-in and phone administrative reviews into the management system
C. Provide Superior Court with mandatory documentation per CVC and enter record into management system
D. Enter hearing requests into system within two (2) business days from date of receipt
E. Print and mail (by first class mail) all administrative review and administrative hearing result letters
F. Prepare refund packets for dismissed citations

IMPLEMENTATION AND ACCOUNT MANAGEMENT

Should services be assumed by a vendor other than the incumbent, the new vendor will be expected to set up all services necessary for a successful transition .

A. Collaborate and consult with the City in the establishment of business and operational rules and procedures
B. Provider shall submit functional requirements to City no later than 30 days following the awarding of the contract and shall include the following:
   1. Include a chart clearly defining the relationships between operations, financial transactions, accounting and reporting, citation processing and the contractor
   2. Description of process by which requirements will be satisfied such as
        i. Overall system narrative
        ii. System flow chart
        iii. Data flow diagram
   3. Inventory of expected outputs (listings, reports, notifications, displays, etc.)
   4. Description of conversion plan
   5. Specific documentation with workflow, outlining the vendor's collection processes and proposed procedures, including how the vendor interacts with external agencies (DMV, FTB)

CUSTOMER SERVICE & CUSTOMER CALL CENTER REQUIREMENTS

The call center staff and IVR system shall be bilingual (Spanish & English). Staff are expected to be versed in all the workings of the parking management system. On average, the Call Center receives 2,000 calls each month with an average call length of three minutes.

A. Provide year-round customer service call center available to assist customers with citation lookups, payments, payment plans, submitting administrative reviews, setting up administrative hearings, and any other citation related question
B. Offer live phone support by agents trained in West Hollywood and CVC regulations
C. Provide regular customer service training to call center staff consistent with City values and mission statement

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D. Offer live chat during program business hours
E. Answer written correspondences in format received if unable to contact via phone, documenting the interaction/attempt
F. Record phone calls per State's two-party law and make recordings available for listening for staff
G. Call center staff to be available during regular City business hours to investigate constituent concerns forwarded from the City

LOCKBOX SERVICES

The Lockbox collects and processes most of the City's mail-in receivables in a secure, innovative, and technologically advanced environment. On average, the service receives 1,050 correspondences each month.

A. Outline details on the security of the physical lockbox
B. Courier service between the City and secure lockbox site
C. Virtual lockbox services allowing the scanning of remittances remotely
D. Promptly open all mail and process payments the same day, or before noon the following business day
E. Update the parking management system with processed payments and digital images of ALL receivables the same day as processed
F. Provide daily payment records, reconcile deposits daily, perform regular audits, and address discrepancies immediately upon identification and notify the City
G. Payments to be deposited daily with City's bank of record before close of business or as determined by the City's Finance department
H. Remote access by City staff to accounting information
I. Provide weekly report to City of overpayments and refunds
J. Provide a monthly summary with detailed backup of all transactions

COLLECTIONS & INTER-AGENCY RELATIONSHIPS

In compliance with state guidelines, the citation processing vendor will act on behalf of the City to provide a robust and comprehensive collection service integrating with California's Department of Motor Vehicles (DMV) and the State's Franchise Tax Board (CAFTB). Setup, management, and support shall be administered by the chosen vendor with input from the City. Delinquent citation processing and associated fees are limited to the DMV Registration Hold program and the CAFTB Intercept program.

A. Issue all collection notices and maintain excellent records in the system of record
B. Continuously attempt to identify unregistered vehicles with unpaid tickets and other difficult to collect populations
C. Secondary collection efforts to include mailings, DMV holds, and California Franchise Tax Board intercepts
D. Allow grace periods and other exceptions at the request of the City
E. Provide integrated abstract functionality
F. Split plate or similar logic shall be used to automatically assign the legally responsible person citations issued based on registration date and citation date
G. Establish and manage interface with CAFTB for intercepts
   a. Update the parking management system with complete documentation of the Intercept process and information provided
H. Department of Motor Vehicles

EXHIBIT 1

SCOPE OF SERVICES

a. Establish and manage interface for Department of Motor Vehicles (DMV) penalties and holds, acting as a liaison between the DMV and City
b. Manage the citation processing interfaces with DMV agencies including requestor codes, payments, forms, and all other required payments to maintain access and compliance
c. Access out-of-state DMV information with every eligible agency, including Mexico and Canada
d. Maintenance of interface specifications with in-depth knowledge of state-specific data formats and registration update schedules
e. Responsibility for the timely, legal acquisition of all out-of-state DMV data on, at minimum, a weekly schedule
f. Ensure proper vehicle ownership identification and data integrity
g. Automatic updating of records with the most current DMV information including rental and loaner vehicles
h. Ensure DMV records are being applied correctly and accurately
   i. Validation of critical data fields using interpretation and comparison of data from the citation and data received
i. Update DMV with changes in bail amounts of citations on hold
j. Provide daily make/mismatch report to Parking Enforcement
k. Payments made to DMV are to be reconciled by the Processing Agency
l. Update the parking management system with complete documentation of hold process and payment transaction details
I. Process all necessary collection integrations and mandatory program fees on behalf of the City

QUALITY ASSURANCE & REPORTING

A. Quality Assurance
   a. Review "no hit" list to ensure license plates are entered accurately
   b. Retain a complete audit trail for every citation and customer engagement in the management system
   c. Maintain all systems used in such a way that meets or exceeds privacy standards, safeguarding private personal information from unwanted access or breaches
   d. PCI Level 1 Compliant
   e. Administer citation corrections per the client's requests, documenting all changes per the CVC in the management system
   f. Store and track rental agency reports of responsible billing parties
   g. Identify duplicate citations and correct the mistake consolidating the record into a single entry; correct overpayments, notify affected customer, and provide information to the City for refund processing
   h. Maintain database and physical system security in such a way as to provide complete confidentiality and protection from unwanted access
   i. Store and destroy physical and digital documentation per the City's retention policies
B. Reporting
   a. City to have ability to pull reports ad hoc on collections performance
   b. Enter, receive, time/date stamp, store manually issued citations into the management system
   c. Provide monthly, detailed, daily deposit reports via the management system
   d. Monitor and provide reports on call rates such as, but not limited to, acceptance, completed calls, dropped calls, and wait times
   e. Provide scheduled and ad hoc reports by email or via the management system

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    f.   Report any complaints to the City in writing
   g. Monthly SLA report

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR
INFORMATION TECHNOLOGY SERVICES**

This Agreement is made on this __th day of _____, 2022, 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 _____, located at _____(hereinafter referred to as the "CONTRACTOR").

RECITALS

A. The CITY proposes to contract for professional services as set forth in the Scope of Services of Work, ("Exhibit A");

B. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;

C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

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 _____ 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 in the form of a Purchase Order. The services shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the acceptance criteria of the schedule incorporated in "Exhibit A." Should any changes, including additional time, be needed to complete the services, the parties shall execute a Change Order to Exhibit A. The Change Order shall detail the estimated costs using the same or similar methods to those used in Exhibit A.

4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed $_____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 provided. The CONTRACTOR shall submit invoices monthly describing the services provided, the dates the services were provided, 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, Vince Guarino 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, _____ 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.

    5.3.1. **CITY Administration of the Services.** CONTRACTOR'S responsibilities do not extend to internal management or administration of the Services. CITY is responsible for: (i) maintaining the confidentiality of passwords and accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.

    5.3.2. **Compliance.** CITY is responsible for use of the Services and will comply with laws and regulations applicable to customer's use of the Services, if any.

    5.3.3. **Unauthorized Use & Access.** CITY will prevent unauthorized use of the Services and terminate any unauthorized use of or access to the Services. CITY will promptly notify CONTRATOR of any unauthorized use of or access to 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. **SOFTWARE PROVISIONS**

6.1. **CONTRACTOR Software Version Upgrades, Software Revisions, and Patches.** CONTRACTOR shall provide and implement all Software upgrades,

Software Revisions, and Software Patches to ensure: (a) the functionality of the Software and Services, as described in Exhibit _____, as available to Authorized Users; (b) the functionality of the Software and Services in accordance with the representations and warranties set forth herein, including but not limited to, the Software and Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Exhibit _____; (c) the Service Level Standards can be achieved; and, (d) the Software and Services work with the non-hosted browser version.

6.1.1.   Deployment of these revisions will be mutually agreed upon between CONTRACTOR and the CITY.

6.1.2.   Release of software revisions as defined will be conducted on a schedule as determined by CONTRACTOR. CONTRACTOR shall provide no less than a thirty (30) calendar day prior written notice of when any such revision is scheduled to be released. CITY will be granted a fifteen (15) calendar day evaluation window to review release documentation regarding software modules being impacted and general revision changes.

6.1.3.   After the evaluation period, CONTRACTOR will conduct a deployment of the revision to the CITY Test Environment. The software deployment will be scheduled in writing five (5) calendar days prior to actual deployment activities. As part of the upgrade activities within the Test Environment, CONTRACTOR may provide nominal testing to ensure all systems are functional and the revision deployment was successful. Post deployment activities include an e-mail or portal post to serve as written notification that this service has been completed. CITY will be allowed a forty-five (45) calendar day test window in which CITY has ability to test and raise issues with CONTRACTOR. Issue resolution will be managed per the process as described here within. Test Environment deployment activities will be conducted during a mutual agreed to time window and may not necessarily align with the production maintenance windows as described within this document.

6.1.4.   In the event a Severity Level 1 or Severity Level 2 Issue has been identified and appropriately triaged and classified by both CONTRACTOR and CITY during the Test Environment deployment test window, CONTRACTOR will be required to correct the Issue. If the Issue can be corrected and can be redeployed within the remainder of the deployment test window, CITY will have an additional five (5) testing days in which to evaluate and further test for the Issue resolution. If the Issue cannot be corrected within the remainder of the test window, CONTRACTOR will deploy immediately upon availability with as much notice as practicable. CITY will be allowed an additional five (5) testing days to evaluate the correction post the test window if desired.

6.1.5.   If at any time during the testing window CITY identifies the presence of multiple Severity Level 1 or Severity Level 2 Issues that can be shown to materially impact CITY's ability to continue testing, CITY may in writing elect to suspend testing until corrections for the Issues can be provided. CONTRACTOR will deploy corrections immediately upon availability with as much notice as practicable. Upon release of corrections, CITY will have five (5) calendar days to commence the testing within the then available remaining testing window.

6.1.6.   Unless exists outstanding circumstances as described here within, CONTRACTOR will promote revision from Test Environment to Production and Back-up environments after the provided test window has elapsed. The software promotion will be scheduled in writing five (5) calendar days prior to actual deployment activities. As part of the promotion activities within the Production and Back-up environment, CONTRACTOR may provide nominal testing to ensure all systems are functional and the revision promotion was successful. Post promotion activities include an e-mail or portal post to serve as written notification that this service has been completed. At the point of e-mail or portal posting, the new revision will be considered "in production" and supported under the maintenance service terms described here within.

6.1.7.   In support of such Software Version upgrades Software Revisions, and Software Patches, CONTRACTOR shall provide updated user technical documentation reflecting the Software Version upgrades, Software Revisions, and Software Patches as soon as reasonably practical after the Software Version upgrades, Software Revisions, and Software Patches have been released. Updated user technical documentation that corrects Errors or other minor discrepancies will be provided to CITY when available.

6.2.   **Third-Party Software Revisions.** At the option of CONTRACTOR, periodic software revisions of Third Party Software included with the Software will be provided by CONTRACTOR at its discretion without further charge provided the following conditions are met: (i) the Third Party Software revision corrects a malfunction or significant publicly disclosed security threat in the Third Party Software that affects the operation or ability to provide secure use of the Software; and (ii) the Third Party Software Revision has, in the opinion of CONTRACTOR, corrected malfunctions or significant security threat identified in the CONTRACTOR Technology System and has not created any additional malfunctions; and (iii) the Third Party Software revision is available to CONTRACTOR. CITY is responsible for obtaining and installing or requesting installation of the Third-Party Software revision if the Third-Party Software was not licensed to CITY by or through CONTRACTOR. Third Party Software revisions provided by CONTRACTOR are specifically limited to the Third-Party Software identified and set forth in Exhibit ____ to this Agreement.

6.3. **Response to Issues**. CONTRACTOR will provide verbal or written responses to Issues identified by the CITY in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times as defined under Exhibit __.

6.4. **Software Maintenance Acceptance Period**. Unless as otherwise agreed to by CITY on a case-by-case basis, for non-emergency maintenance CITY shall have a twenty (20) business day period to test any maintenance changes prior to CONTRACTOR introducing such maintenance changes into production. In the event that CITY rejects, for good cause, any maintenance changes dining the Software Maintenance Acceptance Period, CONTRACTOR shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if CITY has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by CITY and CONTRACTOR shall be entitled to introduce the maintenance changes into production.

6.5. **Scalability.** The system must be easily scaled to accommodate site usage during peak permit registration times.

6.6. **Response to Issues.** CONTRACTOR will provide verbal or written responses to Issues identified by the CITY in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times as defined under Exhibit A.

6.7. **Change Control and Advance Notice:** The CONTRACTOR shall give advance notice to the CITY of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software, or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

7. **WARRANTY.** CONTRACTOR represents and warrants that: (i) the Services delivered to CITY shall conform and perform in all material respects to the specifications described in Exhibit A; (ii) CONTRACTOR shall perform all Services in Exhibit A consistent with or exceeding customary industry standards. In order to receive any warranty remedies, CITY must report deficiencies in the Services in writing within thirty (30) days of completion of those Services. For any breach of the above warranties, CONTRACTOR's exclusive remedy, and CONTRACTOR's entire liability, shall be the re-performance of the Services. If CONTRACTOR is unable to perform the Services as warranted, CITY shall be entitled to a credit for the fees paid to CONTRACTOR for the deficient Services.

8. **PRODUCT WARRANTY.** Warranty and warranty information, if applicable, are provided by the manufacturer of the Products, which shall pass to the Customer upon acceptance of the Products. While the Company tries to ensure the accuracy and completeness of its Products, the Company is not responsible for manufacturer's errors.

9. **WARRANTY DISCLAIMERS**.

9.1. **Services Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW, CONTRACTOR DOES NOT MAKE ANY WARRANTY OR REPRESENTATION FOR SERVICES PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

9.2. **Product Warranty Disclaimer**. EXCEPT FOR THE MANUFACTURER'S WARRANTY, IF ANY, AND TO THE EXTENT PERMITTED BY LAW, THE PRODUCTS SOLD HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OR PRODUCT NON-INFRINGEMENT.

10. **PROPRIETARY OR CONFIDENTIAL INFORMATION.**

10.1. **Proprietary or Confidential Information of CITY.** CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private or Confidential Information which may be owned or controlled by CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to CITY. CONTRACTOR agrees that all information disclosed by CITY to CONTRACTOR shall be held in confidence and used only in performance of the Agreement. CONTRACTOR shall exercise the same standard of care to protect such information as a reasonably prudent CONTRACTOR would use to protect its own proprietary data.

10.2. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

10.3. **Nondisclosure.** The receiving party of proprietary or Confidential Information agrees and acknowledges that it shall have no proprietary interest in the Confidential Information and will not disclose, communicate, nor publish the nature or content of such information to any person or entity, nor use, except in connection with the performance of its obligations under this Agreement or as otherwise authorized in writing by the disclosing party, any of the Confidential Information it produces, receives, acquires or obtains from the disclosing party. The receiving party shall take all necessary steps to ensure that the Confidential Information is securely maintained. The receiving party's

obligations set forth herein shall survive the termination or expiration of this Agreement. In the event the receiving party becomes legally compelled to disclose any of the Confidential Information, it shall provide the disclosing party with prompt notice thereof and shall not divulge any information until the disclosing party has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by the disclosing party are unsuccessful, or the disclosing party otherwise waives its right to seek such remedies, the receiving party shall disclose only that portion of the Confidential Information which it is legally required to disclose.

10.4. **Cooperation to Prevent Disclosure of Confidential Information.** Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

10.5. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of CITY, at the sole election of CITY, the immediate termination, without liability to CITY, of this Agreement.

11. **DATA.**

11.1. **Data Ownership:** The CITY will own all right, title and interest in its Data, which includes the CITY's information that is collected, used, processed, stored, or generated as a result of the use of the CONTRACTOR's services, provided by this Agreement. CONTRACTOR shall not access CITY user accounts or CITY's Data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the CITY's written request.

11.2. **Data Protection:** Protection of personal privacy and Data shall be an integral part of the business activities of the CONTRACTOR to ensure there is no inappropriate or unauthorized access or use of CITY's Data at any time. To this end, the CONTRACTOR shall safeguard the confidentiality, integrity, and availability of CITY's Data and comply with the following conditions:

11.2.1. The CONTRACTOR shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of CITY's Data. Such security measures shall be in accordance with recognized industry practice.

11.2.2. All Data obtained by the CONTRACTOR in the performance of this contract shall become and remain property of the CITY.

11.2.3. The CONTRACTOR shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service without the CITY's express written consent.

11.3. **Data Security Incident or Data Breach Notification:** The CONTRACTOR shall inform the CITY of any security incident or Data breach.

11.3.1. **Incident Response:** The CONTRACTOR may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the CITY should be handled on an urgent as-needed basis, as part of CONTRACTOR communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

11.3.2. **Security Incident Reporting Requirements:** The CONTRACTOR shall report a security incident to the appropriate CITY identified contact immediately.

11.3.3. **Breach Reporting Requirements:** If the CONTRACTOR has actual knowledge of a confirmed Data breach that affects the security of any CITY's Data that is subject to applicable Data breach notification law, the CONTRACTOR shall (1) promptly notify the appropriate CITY identified contact within 24 hours or sooner, unless shorter time is required by applicable law; and (2) take commercially reasonable measures to address the Data breach in a timely manner.

11.4. **Data Breach Responsibilities:** This section only applies when a Data breach occurs with respect to CITY's Data within the possession or control of CONTRACTOR.

11.4.1. The CONTRACTOR shall immediately notify the appropriate CITY identified contact by telephone if it reasonably believes there has been a security incident.

11.4.2. The CONTRACTOR shall promptly notify the appropriate CITY identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data breach. The CONTRACTOR shall (1) cooperate with the CITY as reasonably requested by the CITY to investigate and resolve the Data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data breach, including any post-incident review of events and actions taken to

make changes in business practices in providing the services, if necessary.

11.4.3. Unless otherwise stipulated, if a Data breach is a direct result of the CONTRACTOR's breach of its contract obligation to encrypt personal Data or otherwise prevent its release, the CONTRACTOR shall bear the costs associated with (1) the investigation and resolution of the Data breach; (2) notifications to individuals, regulators, or others required by state law.

11.5. **Notification of Legal Requests:** The CONTRACTOR shall contact the CITY upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to the CITY's Data under this contract, or which in any way might reasonably require access to the Data of the CITY. The CONTRACTOR shall not respond to subpoenas, service of process, and other legal requests related to the CITY without first notifying the CITY, unless prohibited by law from providing such notice.

11.6. **Import and Export of Data:** The CITY shall have the ability to import or export Data in piecemeal or in entirety at its discretion without interference from the CONTRACTOR

12. **INTELLECTUAL PROPERTY**. Subject to the terms and conditions of this AGREEMENT, CONTRACTOR hereby grants CITY, and CITY hereby accepts from CONTRACTOR upon the terms and conditions herein specified, a limited, non-exclusive, non-transferable, revocable license during the term or extended term of this AGREEMENT to: solely within the CITY, access and use of CONTRACTOR developed IP and Pre-Existing IP, provided to the CITY solely for the CITY's own internal business purposes pursuant to the terms of this AGREEMENT. For avoidance of doubt, CONTRACTOR is not required and shall not transfer ownership or provide any rights to any IP except as explicitly states in this Agreement. Notwithstanding any language to the contrary, contractor developed IP, shall not be considered documents, a work for hire, or Data.

12.1. **Suggestions.** CONTRACTOR may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, and license and sub-license, any feedback, comments, or suggestions CITY or its End Users send CONTRACTOR or post CONTRACTOR online forums without any obligation to CITY.

12.2. **Confidential Information**. CITY understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of CONTRACTOR, or except as required by law, any Confidential Information CONTRACTOR, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. "Confidential Information" means all information, written or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and

development, customers, strategy or other confidential or proprietary materials of CONTRACTOR.

12.3. **Restricted Uses.** CITY will not and will ensure that its End Users do not: (i) sell, resell, or lease the Services; or (ii) translation, disassembly or decompilation, altering, modifying, reverse engineer or attempt to reverse engineer the Services, improving or otherwise enhancing the software licensed under this license nor assist anyone else to do so.

13. **TERMINATION.**

13.1. **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.

13.2. **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.

~~13.3.~~ **Bankruptcy.** In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate and be of no further force and effect. Upon termination of this Agreement pursuant to this Section, CONTRACTOR shall within forty-eight (48) hours return CITY's Data in an agreed-upon machine readable format. Once CONTRACTOR has received written confirmation from CITY that CITY's Data has been successfully transferred to CITY, CONTRACTOR shall within thirty (30) days purge all CITY's Data from its hosted servers and provide CITY with written certification that such purge occurred. Such Data transfer shall be done at no cost to the CITY

~~13.4.~~ **Termination and Suspension of Service:**

~~13.4.1.~~ In the event of a termination of the contract, the CONTRACTOR shall implement an orderly return of the CITY's Data in a mutually

agreeable format at a time agreed to by the parties and the subsequent secure disposal of the CITY's Data. The CITY understands that additional fees may apply if the Data must be exported to portable media.

13.4.2. During any period of service suspension, the CONTRACTOR shall not take any action to intentionally erase any of the CITY's Data.

13.4.3. In the event of termination of any services or agreement in entirety, the CONTRACTOR shall not take any action to intentionally erase any of the CITY's Data for a period of:

- 30 days after the effective date of termination, if the termination is in accordance with the contract period.
- 90 days after the effective date of termination, if the termination is for convenience.
- 60 days after the effective date of termination, if the termination is for cause.

    After such period, the CONTRACTOR shall, unless legally prohibited, delete all of the CITY's Data in its systems or otherwise in its possession or under its control.

13.4.4. The CITY shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique Data retrieval arrangement has been established as part of the SLA.

13.4.5. The CONTRACTOR shall securely dispose of all of CITY's Data in all of its forms, such as disk, CD/DVD, backup tape, and paper, when requested by the CITY. Data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Certificates of destruction shall be provided to the CITY.

14.   **INDEMNIFICATION.**

14.1. **General Indemnification.**

14.1.1. **Liability.** CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, and employees from, and, if requested, shall defend it against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of CONTRACTOR or loss of or damage to property, arising directly or indirectly from CONTRACTOR'S performance of this AGREEMENT, including, but not limited to, CONTRACTOR'S use of facilities or equipment provided by CITY or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or

sought to be imposed on CITY, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect or validly retroactive to the date of this AGREEMENT.

14.1.2. **Fees and Costs.** The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and CITY'S costs of investigating any claims against the CITY. In addition to CONTRACTOR'S obligation to indemnify CITY, CONTRACTOR specifically acknowledges and agrees that it has an immediate and independent obligation to defend CITY from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to CONTRACTOR by CITY and continues at all times thereafter.

14.1.3. **Exception.** This indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY and is not contributed to by any act, or by any omission to perform some duty imposed by law or agreement on CONTRACTOR, its subcontractors or either's agent or employee.

14.2. **Infringement Indemnification.**

14.2.1. **Judicial Action.** If notified promptly in writing of any judicial action brought against CITY based on an allegation that CITY'S use of the services infringes a patent, copyright, or any right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), CONTRACTOR will hold CITY harmless and defend such action at its own expense. CONTRACTOR will pay the costs and damages awarded in any such action or the cost of settling such action, provided that CONTRACTOR shall have sole control of the defense of any such action and all negotiations or its settlement or compromise.

14.2.2. **Informal Claim.** If notified promptly in writing of any informal claim (other than a judicial action brought against the CITY) based on an allegation that CITY's use of the services constitutes Infringement, CONTRACTOR will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that CONTRACTOR shall have sole control of the resolution of any such claim and all negotiation for its settlement.

14.2.3. **Final Injunction.** In the event a final injunction is obtained against CITY'S use of the services by reason of Infringement, or in the CONTRACTOR's opinion CITY's use of services is likely to become the subject of Infringement, CONTRACTOR may at its option and expense: (a) procure for CITY the right to continue to use the

services as contemplated hereunder; (b) replace the services with a non-infringing, functionally equivalent substitute services; or (c) suitability modify the services to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the services. If none of these options is reasonably available to CONTRACTOR, then the Agreement or relevant part of such Agreement may be terminated at the option of either party hereto and CONTRACTOR shall refund to CITY all amounts paid under this Agreement for the use of such services. Any unauthorized modification or attempted modification of services by CITY shall void this indemnity unless CITY has obtained prior written authorization from CONTRACTOR permitting such modification or attempted modification.

14.2.4. **Exception.** CONTRACTOR shall have no liability for any claims of Infringement based on CITY's use or combination of the services with products or data of the type for which the services was neither designed nor intended to be used.

14.3. For purposes of this paragraph, CITY means the CITY's City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.

14.4. **Survival.** The obligations established by this paragraph will survive termination of this Agreement.

15. **INSURANCE REQUIREMENTS.**

15.1. Without in any way limiting CONTRACTOR's liability pursuant to the "Indemnification" section of this Agreement, CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

15.1.1. **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."

15.1.2. **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, including contractual liability, products liability and completed operations liability coverage. 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.

15.1.3. **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 automobiles in any way on this project, CONTRACTOR shall obtain evidence of personal automobile liability coverage for each such person.

15.1.4. **Crime Coverage**. A crime coverage policy in an amount not less than <mark>EXPECTED ANNUAL REVENUE</mark> dollars ($____ _____) insuring against loss of money, securities or other property referred to hereunder which may result from (a) dishonesty of fraudulent acts of officers, directors or employees (commercial blanket form) of the CONTRACTOR; or (b) disappearance, destruction or wrongful abstraction inside or outside the premises of CONTRACTOR; or (c) sustained through forgery or alteration of checks, drafts or any other order or direction to pay a certain sum in money. This policy shall be primary to any other similar insurance, shall include an endorsement naming City as "Loss payee", and shall contain a provision stating that the insurance carrier will provide thirty (30) day advance notice of cancellation of such insurance.

15.1.5. **Cyber Security Insurance Coverage.** CONTRACTOR shall maintain Cyber Security insurance in an amount of not less than one million dollars ($1,000,000) per cyber security, data breach, network damage and business interruption occurrence.

15.1.6. **Technology Errors and Omissions Liability Coverage**. The CONTRACTOR shall procure a policy that at a minimum covers

professional misconduct or lack of the requisite skill required for the performance of services defined in this Agreement in an amount of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate. The policy shall also provide coverage for the following risks:

15.1.6.1. **Dissemination of Confidential Information.** Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information, or other personally identifying information, stored, or transmitted in electronic form.

15.1.6.2. **Unauthorized Access.** Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

15.1.6.3. **Malicious Software.** Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the CITY's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

15.2. **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 language of Sections 15.2.1-15.2.6 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

15.2.1. **Additional Insured Clause.** "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."

15.2.2. **Primary Insurance Clause.** This policy shall be considered primary insurance as respect to 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.

15.2.3. **Separation of Insured Clause.** 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.

15.2.4. **Failure to Report to Insurer.** 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.

15.2.5. **Waiver of Right to Subrogation Clause.** CONTRACTOR, and its insurer through endorsement, 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 have all subcontractors, and subcontractors' insurers through endorsement, to do likewise.

15.2.6. **Notice of Change in Insurance.** 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.

15.3. **Notice to City.** 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. CONTRACTOR also agrees to provide immediate written notice to CITY if any insurance policy listed above is suspended, voided, or reduced in coverage or limits. CONTRACTOR agrees to have all subcontractors to do likewise.

15.4. **Claims-made policies.** Should any of the required insurance be provided under a claims-made form, CONTRACTOR shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

15.5. **Defense costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

15.6. **Acknowledgment of the Minimum Amount of Coverage.** 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.

15.7. **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 CONTRACTOR (as the named insured) should CONTRACTOR 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. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR'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 CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

15.8. **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.

15.9. **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 (Termination for Cause).

16. **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.

16.1. **Subcontractor Disclosure:** The Contractor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a

party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

17. **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.

17.1. **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.

17.2. **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.

17.3. **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.

17.4. **Code of Ethics.** CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit E.

18. **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.

19. **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.

20. **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.

21. **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.

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

23. **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. Audited records shall be limited to operational data and financial data that support invoiced charges (i.e. if there's a reimbursed cost). Contractor shall not be required to provide access to proprietary or confidential financial records such as cost and profit data.

   23.1. **Contract Audit:** The CONTRACTOR shall allow the CITY to audit conformance to the contract terms. The CITY may perform this audit or contract with a third party at its discretion and at the CITY's expense.   Such third-party auditor shall not be a competitor or an affiliate of a competitor to CONTRACTOR or CONTRACTOR's affiliates or parent companies.

23.2. **Access to Security Logs and Reports**: The Contractor shall provide reports to the City that shall include latency statistics, user access, user access IP address, user access history and audit or security logs for all changes made to data fields and tables related to this contract.

24. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product that the CONTRACTOR developed for the Services in Exhibit A, except the CONTRACTOR's notes, 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.

25. **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.

26. **Background Checks:** The CONTRACTOR shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The CONTRACTOR shall promote and maintain an awareness of the importance of securing the CITY's Data among the CONTRACTOR's employees and agents.

27. **Non-disclosure and Separation of Duties:** The CONTRACTOR shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of CITY Data to that which is absolutely necessary to perform job duties.

28. **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: Vince Guarino

CONTRACTOR:

_____

Street
City, ST, Zip

Attention: ____Legal____

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

30.   **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.

31.   **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.

32.   **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.

33.   **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 ___th day of _____, 2022.

CONTRACTOR:

_____

CITY OF WEST HOLLYWOOD:

_____
Danny Rivas, Director of Public Works

_____
David Wilson, City Manager

ATTEST:

_____
Melissa Crowder, City Clerk

AGREEMENT FOR SERVICES

Exhibit A

Scope of Services:

See Exhibit 1 of the RFP.

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:

The CONTRACTOR shall provide a detailed monthly invoice that identifies all fees for services provided by the CONTRACTOR and all reimbursable fees. Invoices must also itemize all fees payable to government entities such as County-Courthouse Construction Fund, State-Court Facilities Construction Fund, Trial Court Trust Fund, and County Criminal Justice Facilities Construction Fund. Detailed backup is required.

Failure to meet the minimum standards specified in this Agreement may result in financial penalties being assessed according to **Exhibit D – CONTRACTOR PENALTIES.**

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   _____

Exhibit C

CITY OF WEST HOLLYWOOD

CODE OF ETHICS FOR CONTRACTORS

The purpose of this Code of Ethics ("Code of Ethics") is to define the ethical standards for CONTRACTORS providing services to the CITY of West Hollywood. This Code of Ethics consists of policies and implementing rules intended to advance the CITY's goals of providing professional services to the public. All CONTRACTORS hired by the CITY shall pledge in writing to abide by the CITY's Code of Ethics.

Policy 1. CONTRACTORS shall be committed to the CITY.

Rules:

1.1 CONTRACTOR will serve the CITY with integrity, competence, independence, objectivity, and professionalism.

1.2 CONTRACTOR will mutually establish with the CITY realistic expectations of the benefits and the results of the services.

1.3 CONTRACTOR will only accept assignments for which CONTRACTOR possesses the requisite experience and competence to perform and will only assign staff or engage colleagues with the knowledge and expertise needed to serve the CITY effectively.

1.4 Before accepting any engagement, CONTRACTOR will ensure that CONTRACTOR has worked with the CITY to establish a mutual understanding of the objectives, scope, work plan, and fee arrangements.

1.5 CONTRACTOR will treat appropriately all confidential CITY information that is not public knowledge, take reasonable steps to prevent it from access by unauthorized people, and will not take advantage of proprietary or privileged information, either for use by CONTRACTOR or any third party, without the CITY's express written permission.

1.6   CONTRACTOR will avoid conflicts of interest or the appearance of such and will immediately disclose to the CITY circumstances or interests that CONTRACTOR believe may influence the judgment or objectivity of CONTRACTOR.

1.7   CONTRACTOR will offer to withdraw from a consulting assignment when CONTRACTOR believes the objectivity or integrity of the CONTRACTOR may be impaired.

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

Rules:

2.1   CONTRACTOR will agree in advance with the CITY on the basis for fees and expenses and will charge fees that are reasonable and commensurate with the services delivered and the responsibility accepted.

2.2   CONTRACTOR will not accept commissions, remuneration, or other benefits from a third party in connection with the recommendations to the CITY and will disclosure in advance any financial interests that form any part of recommendations to the CITY.

Policy 3. CONTRACTORS shall be committed to the public and the profession.

Rules:

3.1   CONTRACTOR will report to the CITY Manager any violation of this Code of Ethics, dangerous behavior, or illegal activities witnessed by the CONTRACTOR during the performance of the services for the CITY.

3.2   CONTRACTOR will respect the rights of consulting colleagues and consulting firms and will not use their proprietary information or methodologies without permission.

3.3   CONTRACTOR will represent the profession with integrity and professionalism in relations with clients, colleagues, and the general public.

3.4   CONTRACTOR will not advertise services in a deceptive manner or misrepresent or denigrate individual consulting practitioners, consulting firms, or the consulting profession.

3.5   CONTRACTOR will promote adherence to the Code of Ethics by other member CONTRACTORs working on CONTRACTOR's behalf.

Approved by City Council Minute Order on February 3, 2020

CONTRACTOR PENALTIES

Payment Processing	
Payment verified, entered, and deposited > 1 Business Day	$100 ea. occurrence
Administrative Reviews & Hearings	
Correspondence Mailed > 2 Business Days from Receipt of Request for Hearing	$100 ea. instance (NTE $500 ea. Day)
Late Scheduling > 2 Business Days from Receipt of Request for Hearing	$100 ea. instance (NTE $500 ea. day)
Call Center	
A 96% call completion rate must be maintained by the CONTRACTOR. The call completion rate shall be calculated by taking the call completion total against the total calls accepted.	
Incomplete calls > 4%	$20 ea. call
Average delay & wait > 2 minutes	$20 ea. wait over 2 minutes
Citation Issuance Hardware	
Functioning handhelds < 90% of units required	$100 ea. Unit ea. day
Functioning printers < 90% of units required	$100 ea. Unit ea. day
Permit Fulfillment	
Permits mailed within 24 business hours of electronic payment receipt	$10 per permit, over 24 hours
Contractor errors in fulfillment	Cover replacement cost and expedited shipping
Special Payments	
The Contractor shall be responsible for paying any penalties or interest owed to the State of California, arising from calculation errors in fees due the State, including but not limited to Court Fee, Justice Fee, Handicap Fee, County/State Share for the State of California.	

**FORM A
COST PROPOSAL
PERMIT MANAGEMENT SERVICES**

	Year 1 7/1/22-12/31/22	Year 2 1/1/23-12/31/23	Year 3 1/1/24-12/31/24	Year 4 1/1/25-12/31/25	Year 5 1/1/26-12/31/26	Year 6 1/1/27-12/31/27
Implementation cost						
Software cost						
Hosting fee						
Credit card processing fees						
Development and programming costs						
Out of Scope Development – Hourly Rate						
Permit renewal notices – per unit cost						
Permit renewal notices – postage						
Other						

FORM B
COST PROPOSAL
CITATION MANAGEMENT SERVICES

	Year 1 7/1/22-12/31/22	Year 2 1/1/23-12/31/23	Year 3 1/1/24-12/31/24	Year 4 1/125-12/31/25	Year 5 1/1/26-12/31/26	Year 6 1/1/27-12/31/27
Implementation Cost						
CITATION PROCESSING **Fee per citation processed per year**						
Citation Processing						
Merchant Service fees						
Other Fees						
DELINQUENT CITATION COLLECTIONS **Fee per citation processed per year**						
DMV Hold Processing						
FTB Intercept Processing						
CITATION ISSUANCE EQUIPMENT **Fee per unit cost per year**						
Citation Devices						
Citation Software						
Accessories (batteries, rack, printers, holsters, etc.)						
Warranty						
Other						