

CITY OF REDONDO BEACH

REQUEST FOR PROPOSALS

RFP#2021-004

FOR

MOBILE PARKING PAYMENT SYSTEMS



Proposal Due Date: 4:30 pm, Tuesday, December 8, 2020

Proposals shall be addressed and delivered to:
City of Redondo Beach - Purchasing
415 Diamond St., Door 1
Redondo Beach, CA 90277
Attn: RFP#2021-004

Table of Contents

I.	INTRODUCTION	3
II.	BACKGROUND	3
III.	SCOPE OF REQUIRED SERVICES.....	3
	General Specifications	3-8
IV.	ESTIMATED SCHEDULE	8
V.	SUBMITTAL REQUIREMENTS	8
VI.	WRITTEN QUESTIONS, CLARIFICATIONS, AND ADDITIONAL INFORMATION	9
VII.	MINIMUM QUALIFICATIONS.....	10
VIII.	PROPOSAL FORMAT REQUIREMENTS.....	11
IX.	PRICING	12
X.	EVALUATION OF PROPOSALS.....	12
XI.	DELIVERABLES REQUIRED OF SUCCESSFUL CONTRACTOR	13
XII.	CONDITIONS.....	14
	 ATTACHMENT A.....	 17

REQUEST FOR PROPOSALS FOR MOBILE PARKING PAYMENT SYSTEMS

I. INTRODUCTION

The City of Redondo Beach (the “City”) currently seeks to contract with a qualified contractor, with the necessary experience in providing a complete parking mobile payment system (system) for on and off-street parking locations. The City’s intent is to provide a first-class customer service experience that simplifies the paid parking process and provides an additional, convenient, easy to use, payment option for parking in the City. The System must communicate real-time paid parking details information to our existing and future parking management systems.

The ideal Contractor will possess the ability to develop integrations with existing and new software and services. The City values product innovation aimed at operational flexibility and developing future product and service offerings to meet technological change and customer need. The system must communicate real-time payment status to our existing and future parking management vendor systems. The City anticipates entering into a 2 year agreement with the option for three one-year extensions with the selected Contractor to ensure a convenient and consistent payment option for paid parking in Redondo Beach.

II. BACKGROUND

The City of Redondo Beach has approximately 1300 metered parking spots in the City. A process to transition from aging coin-only meters began in 2015 and the City now has approximately 1100 smart-meters spaces in operation. At this time, the City’s intent is to provide increased mobile payment options for customers parking at the smart meters in the City and potentially the remaining coin-only meters, until such a time as the City is able to transition completely to smart meters in all locations. It is also anticipated that the City’s pier/harbor parking facilities will be covered by this contract (1300 parking spaces). The selected product will need to be compatible with existing and planned hardware, including coin-only meters, single and double space smart meters, pay and display and pay by space systems.

The City currently utilizes **Data Ticket** for citation processing, citation collection services and utilizes handheld devices purchased from Data Ticket to issue parking citations. The Contractor’s management system should be compatible with Data Ticket and existing handheld devices utilized by the City.

III. SCOPE OF REQUIRED SERVICES

The City desires to:

- Select a qualified vendor with demonstrated experience in providing and supporting a turn-key hosted pay by phone mobile parking payment system that supports both on-street and off-street parking.

- Obtain the best quality program, and widest range of services, to maximize customer convenience and add considerable parking payment options, and possibly location and direction information for drivers.
- Choose a Contractor who strives to meet the following points: charge a reasonable or no convenience fee for services offered, cover processing, and bank transaction costs on mobile payment transactions which enables the City to retrieve full regular parking fees with minimal or no new cost. The City desires that total service costs be kept as low as possible for both the City and our customers.
- The vendor shall be responsible for managing accounts, transactions, and customer service issues related to pay-by-phone payment process and will provide a secure, easy to use customer account management website where the customer can track usage, time, date, receipts, and other account information.
- No data can be used, sourced, or solicited by/from the vendor for any reason unless with the City's prior written authorization. At contract termination, vendor shall delete and/or return all customer data to the City so that it cannot be sold or used after the contract expires.

The Contractor must be able to furnish a system with the following attributes:

1. Allows payment through multiple options, including voice, website (mobile), mobile SMS texting, QR code, and smartphone application compatible with iOS and Android operating systems;
2. Provides a "white label" experience for the City of Redondo Beach customers. The proposer will be responsible to set up and maintain the white label website/app;
3. **Allows customers to pay for a specific period of parking time with a single call or action;**
4. Provide online password-protected portal for registered end-users:
 - a) Create and manage accounts, including access credentials, payment information, vehicle, and personal information.
 - b) View and/or print transactions, including location, license plate, date, time, amount.
 - c) Customer registration available 24/7/365 via phone call, app, or web page.
 - d) Customer may purchase parking immediately upon successful registration.
 - e) Toll-free customer support available 24/7/365 including holidays
 - f) No unrequested communication with the customer allowed (unless required to maintain the use of the account).
 - g) No customer information may be shared with or sold to any entity and must be returned to City, with all other copies destroyed at the conclusion of the contract.
 - h) Pay by cell terms and conditions and/or end-user agreement must be pre-approved by City. Pay by cell services and fees above and beyond posted parking fees must be pre-approved by City;
 - i) Pay by cell services and fees above and beyond posted parking fees must be pre-approved by City;
5. Allows customers an option to be informed at a predetermined time period of the expiration of their paid parking session;
6. Allows purchase of additional parking time (not past the maximum time allowed for that specific parking space);
7. Allows for enforcement of all system time limits;
8. Does not allow purchase when desired time includes restricted parking periods (i.e. street sweeping restrictions or paid parking holidays);

9. Provides a customer option to be informed via text, email, or app notification prior to the expiration of their parking session;
10. Allows for pre-payment of parking up to designated timeframe prior to paid parking operational hours (This is not intended to be a system, but a payment held in escrow for the vehicle in the space until the meter operational hours go into effect e.g. pay for parking at 5.30am for parking at 6am when enforcement begins);
11. Allows the City and other entities to validate paid parking in various increments and/or provide coupon codes (on & off-street) and/or use other creative ways to enhance the overall customer and downtown parking experience;
12. Responsible for full integration of pay by phone system with all current Parking Access and Revenue Control System (PARCS) systems and enforcement systems and ability to integrate with future parking management and enforcement systems;
13. Payment data uploaded in real-time:
 - a) License plate
 - b) Time of purchase
 - c) Location/zone
 - d) Dollar amount
 - e) Expiration time
 - f) Payment method;
14. Provide unlimited web-based password-protected role-based accounts for the City, including options for read-only accounts, enforcement accounts, and administrative accounts;
15. Notify City via email and phone of any system errors or service interruptions and provide at a minimum:
 - a) Nature of error or interruption.
 - b) Scope of error or interruption.
 - c) Estimated time to return system to normal operation.
 - d) Available workarounds.
 - e) Notification for planned outages to be made at least seven calendar days prior to outage;
16. Provide system up-time of 99.9%. Provide a pro-rated credit of any non-transactional service fees for any error or unplanned outage preventing normal use of the system and occurring for more than four consecutive hours;
17. System must be expandable to include:
 - a) New parking areas and facilities both on and off-street
 - b) Additional payment options such as QR codes, Pay Pal, Google Wallet, Apple Pay, etc.
 - c) Integration with Automated License Plate Recognition Systems;
18. Allows for the ability to handle dynamic pricing and for rates and schedules to be programmed and reprogrammed in a flexible manner, in real-time and without any system downtime. Rate structure to be established by City. Capability for:
 - a) Graduated hourly rates.
 - b) Day, evening, night, and weekend rates.
 - c) Weekly and monthly permit rates.
 - d) Grace periods (i.e., 15 minutes free).
 - e) Flat rates for events.
 - f) Holiday rates.
 - g) Residential rates.
 - h) Programmable time slots as small as ten minutes.
 - i) User-defined maximums (2-hour, 4-hour, 12-hour, 24-hour, etc.)
 - j) Submit the minimum number of programmable time slots per day and per week.

- k) Automatic adjustment for daylight saving time and leap year in fee calculations;
- 19. Allows for the ability to track revenues by designated district or zones to ensure funds are allocated accordingly;
- 20. Allows for full auditability and tracking of all transactions including tracking of validations and coupon codes.
- 21. Can be scaled to include weekly and monthly permit sales via web or smartphone app.
- 22. Provide for the minimum accuracy levels:
 - a) Fee Calculation: 100%
 - b) Revenue Amounts: 100%;
- 23. Allows customers to contact the Contractor with complaints and for refund requests;
- 24. Allows for integration with, or directly provides space availability information, including directional maps and signage;
- 25. Payments must be available through multiple options (Application, website, SMS/text, phone, etc.);
- 26. Application must be available for both iOS and Android operating systems;
- 27. System must have a mobile website that works on most older devices and that can be accessed by computer;
- 28. System must be able to communicate the paid status of vehicle to enforcement handheld devices and LPR software system in real-time;
- 29. Any convenience fee must be clearly communicated to the customer, and the Contractor must demonstrate methods used to minimize any convenience and processing fees to the extent possible (digital wallets, etc.), City must be informed of all costs;
- 30. The Contractor will be responsible for the installation and removal, and costs of signage, decals and/or QR codes, and marketing;
- 31. Provides reporting and data that integrate with existing parking management systems and provides access to data via API for future needs;
- 32. Credit Card Processing:
 - a) All applications and software that provide the ability to process Card Not Present transactions as defined by the PCI Council must be listed on the Visa Level-1 Service Provider Registry.
 - b) Real-time payment processing.
 - c) Ability to identify all CC payments by type of CC;
- 33. Accept the following cards:
 - a) Visa
 - b) MasterCard
 - c) American Express
 - d) Discover
 - e) Bank-Issued Debit Cards with any of the above card brand affiliations, accepted as a credit card.
 - f) Ability to create and send receipts via SMS or email.
 - g) Ability to create and send receipts via SMS or email;
- 34. Proposer will be the Merchant of Record, unless otherwise stated.
- 35. All credit card system components must be compliant with PCI-DSS and EMV;
- 36. Credit Card gateway to be part of PCI P2PE as listed on the PCI-SSC website and VISA Level-1 Service Provider as listed on the VISA website;
- 37. SSL-256 encryption;

38. Contractor must provide back office support and access for payment inquiries, data storage and retrieval, and reporting. Provide online, password-protected portal for administrative users to include ability to:
 - a) Create and manage accounts, including access credentials for administrative staff.
 - b) View customer registration records.
 - c) View reports.
 - d) Manage parking zones by block-face or geographic area.
 - e) Manage rate structures and application to parking zones;
39. Contractor shall supply and install all related signs, decals, and other information in the public right-of-way;
40. Provide details of operating sequence to the City e.g.
 - i. Customer calls designated Pay by Cell phone # or accesses smartphone app.
 - ii. System prompts customer to identify location.
 - iii. System prompts customer to select duration of stay or payment amount.
 - iv. System accepts payment via stored, touchtone, or app inputted payment card data.
 - v. System confirms purchase.
 - vi. Customer receives notification of impending time expiration and option to extend purchase (if within parking rules);
41. Contractor must provide City with full instruction and training on system.
 - a) Fully instruct the City's designated personnel in the operation of the system.
 - b) Coordinate scheduling of on-site and in-person instructional classes with City's designated personnel to avoid conflicts and peak-period personnel demands.
 - c) Submit a proposed instruction schedule prior to equipment installation. City will tentatively approve or suggest changes to the training schedule.
 - d) Ample time should be allotted within each session for the instructor to fully describe and demonstrate all aspects of the system and allow City personnel to have hands-on experience.
 - e) All instruction courses will consist of classroom instruction and actual "hands-on" experience. Classes will be set up in a room designated by the City. Generally, in-person training is preferred vs. online training.
 - f) Provide all documentation required for instructing City personnel. The City retains the right to copy training materials as frequently as required for ongoing internal use only.
 - g) Provide an instructional notebook or user's manual to accompany every instruction course. Submit a hard copy and electronic version of all manuals (operation and maintenance) written in common English with appropriate photos, diagrams, and schematics to supplement the text;
42. The successful Contractor must provide City with a detailed System Acceptance Testing Plan;
 - a) Provide a plan that demonstrates the full functionality of the system.
 - i. Include demonstrations of compliance with all specifications, contractual compliance, definitions of all test objectives, participant responsibilities, documentation of tests, and procedures for dealing with failures during tests.
 - ii. Include testing for completeness and accuracy of all required system reporting.
 - iii. Confirm that all specified features are provided and fully operational before Acceptance Testing.
 - iv. Notify City or City's Representative in writing at least one week prior to official test session. If a test is not successful, correct noted deficiencies and advise City or City's Representative, at least two days in advance, that test session is ready to resume.
 - v. City or City's Representative may participate in and/or witness tests.

- b) Passing Acceptance testing, even if performed in the presence of the City or City's Representative, does not relieve the Proposer of the responsibility to provide a system in accordance with the Specifications.
 - c) Promptly correct all problems encountered at no cost to the City and schedule and perform re-testing of system to ensure problems have been corrected.
 - d) Thirty (30) Day Operational Test and Final Acceptance. After the go-live date, the City will conduct an operational test for thirty (30) days. Performance Standards:
 - i. System is fully operational for the complete monthly reporting cycle. For each down-time period of between one hour and eight hours, or programming problems that delay the report cycle, two days will be added to the test duration.
 - ii. All reports correlate 100% with credit card reconciliation;
43. Provide product data, including the following:
- a) Software applications and version(s).
 - b) Application hosting service provider.
 - c) Payment card processing provider.
 - d) Payment card storage provider.
 - e) Payment card storage methodology and security.
 - f) Screenshots of customer account app and web pages.
 - g) Sample transaction and revenue reports.
 - h) Description of customer payment process.
 - i) Sample signage design to market the pay by cell program.
 - j) Sample pay by cell sticker to adhere to parking meters to market the program.
44. Contractor will outline timeline from contract award date to planned implementation/"go-live" date;
45. Contractor will provide any requested changes by the City within 5 business days of request.

IV. ESTIMATED SCHEDULE

Description	Date
RFP issued	Thursday, November 12, 2020
Deadline to submit written questions	4:30 pm, Tuesday, December 1, 2020
Addenda and answers to questions distributed	4.30 pm Thursday, December 3, 2020
Proposal due	4:30 pm, Tuesday, December 8, 2020
Contractor Presentations (If needed)	Week of December 14-18, 2020
City Council awards contract	Tuesday, January 19, 2021
Contract period begins	Wednesday, January 20, 2021

V. SUBMITTAL REQUIREMENTS

Contractors shall submit a proposal that follows the format requirements specified in Section VIII - PROPOSAL FORMAT REQUIREMENTS. In the proposal, Contractor shall provide the City with a designated contact person's name, address, phone number(s), and email address.

One (1) unbound original and three (3) copies of the proposals shall be submitted in a sealed envelope or package, clearly marked "RFP#2021-004". The original proposal must be clearly

marked and contain original signatures and must be easily reproducible on a standard copying machine. The proposal shall be signed by an individual(s) authorized to execute legal documents on behalf of the Contractor.

Proposals shall be received by the City of Redondo Beach Purchasing Office **no later than 4:30 p.m. on Tuesday, December 8, 2020.** Proposals that are received after the deadline specified in Acceptance of proposals that are received after the deadline specified in this RFP shall be at the sole discretion of the City. The Contractor assumes full and sole responsibility for timely receipt of the completed proposal at the location listed below.

Proposals shall be delivered and addressed to:

City of Redondo Beach - Purchasing
415 Diamond St., Door 1
Redondo Beach, CA 90277
Attention: RFP#2021-004

No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered.

Failure to provide all required submittals in completed form and/or a clearly marked original with original signatures may result in a proposal being found non-responsive and given no consideration. Proposals must be neat, complete, and fully address all of the requirements in this RFP.

By submitting a proposal to the City, the successful Contractor agrees to execute a Project Services Agreement with the City in substantially the form as attached to this RFP (Attachment A). The City reserves the right, at its sole discretion, to negotiate any and all terms of the Agreement, including Term, Scope of Work, and Compensation.

By submitting a proposal, Contractor represents and agrees that:

1. Contractor has thoroughly examined and become familiar with the work, products, and content required by this RFP;
2. Contractor comprehends all conditions that may impact the proposal;
3. Contractor has reviewed all addenda; and
4. Contractor is capable of providing the materials, equipment, software, and services necessary to perform the work and/or meet the requirements of this RFP.

VI. WRITTEN QUESTIONS, CLARIFICATIONS, AND ADDITIONAL INFORMATION

Contractors must submit written questions and requests for clarification or additional information regarding this RFP via email to the specific staff listed below **by 4:30 p.m. on Tuesday, December 1, 2020,** and may not contact any other City Officials or staff regarding their requests. Responses to questions and requests for clarification or additional information after the deadline

shall be at the sole discretion of the City.

Andrea Delap, Administrative Analyst
Redondo Beach Police Department
Email: andrea.delap@redondo.org
Telephone: 310-372-2477 x2391

Robert Norman, Purchasing Analyst
Financial Services Department
Email: robert.norman@redondo.org
Telephone: 310-372-1171 x2902

Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this RFP and shall immediately notify the City in writing upon discovery to request clarification prior to submitting a proposal. The City will document and communicate any responses to questions and requests for clarifications or additional information by issuing an Addendum to this RFP. It is the Contractor's responsibility to acknowledge each Addendum and ensure that all requirements of each Addendum are included in their proposal.

Proposals may be withdrawn at any time upon written notice to the City prior to the submittal due date and time for submittal of Proposals. Proposals withdrawn prior to the due date and time may be resubmitted up to the deadline for submission of Proposals.

Contractors failing to adhere to any of the provisions or requirements set forth in this RFP may result in the rejection of their proposal. Proposals that are incomplete, conditional, or unclear may be rejected.

VII. MINIMUM QUALIFICATIONS

The following are minimum qualifications and requirements that a Contractor must meet for the proposal to be eligible for evaluation. Contractors that do not meet these minimum qualifications will be rejected by the City without further consideration:

1. Contractor must have a minimum of at least five (5) years experience providing municipal governments or other government entities with single space meter paid parking management systems and equipment.
2. Contractor must provide references and contact information for at least five (5) customers for which the Contractor has provided similar equipment, software, and services within the last five (5) years. Of the references provided, at least three (3) must be municipal governments or other government entities, preferably operating in California, and at least one (1) must involve a current, ongoing contract. Reference and contact information must include the following specific information:
 - i. Agency name and address
 - ii. Brief project summary with operational dates
 - iii. Contact name and title
 - iv. Phone number

- v. Email address

VIII. PROPOSAL FORMAT REQUIREMENTS

Proposals shall be submitted in the format listed below to enable the City to evaluate and compare all proposals. Failure to follow the specified format may constitute disqualification from consideration.

1. Cover letter - The cover letter must include: Contractor's name, address, phone number, and contact person; acknowledgment of all addenda; a statement that the proposal is valid for 180 days after the RFP submittal deadline; confirmation of the Contractor's ability to provide the necessary materials, equipment, software and services to meet the requirements of this RFP; acceptance of the terms and conditions in the Project Services Agreement with any noted exceptions; and the signature of an individual with the authority to negotiate on behalf of, and to contractually bind, the Contractor;
2. Contractor's qualifications and experience – Describe a brief history of the firm's qualifications, including a description of relevant projects/contracts which illustrate the firm's experience;
3. Customer references and performance – In accordance with item #2 in Section VII – MINIMUM QUALIFICATIONS, Contractor must provide references and contact information of at least five (5) customers for which the Contractor has provided similar equipment, software, and services within the last five (5) years. Of the references provided, at least three (3) must be municipal governments or other government entities, preferably operating in California, and at least one (1) must involve a current, on-going contract. Contractor must provide a list of all contracts/agreements that were terminated for convenience or default within the past five (5) years and a list of any litigation that now affects or may affect the future use, functionality, or provision of the proposed equipment, software, and services;
4. Personnel qualifications and experience – Contractor must provide the names and resumes of all members of the project team and the name and contact information of the person that will be the primary point of contact for this project;
5. Proposed equipment, software, and services – Contractor shall describe proposed equipment, software, and services, as specified in this RFP;
6. Project schedule and timeline; Provide a timeline for completion and implementation of the Scope of Required Services;
7. Examples of software functionality and reporting capabilities;
8. Customer support and training;
9. Cost proposal - In accordance with Section IX - PRICING, Contractor shall provide pricing for all proposed equipment, software, and services as specified in this RFP;
10. Additional information - Any supplemental information regarding the proposed equipment, software, and services that the Contractor believes is pertinent or helpful to the City in understanding and evaluation of the proposal; and
11. Exceptions – Indicate any exceptions to the requirements and/or terms and conditions of this RFP and the Project Services Agreement (Attachment A). Where exceptions are taken,

the City shall determine the acceptability of the proposed exceptions. The City reserves the right, at its sole discretion, to accept or reject exceptions and is under no obligation to accept any exceptions.

IX. PRICING

Pricing proposal shall include all costs and transaction fees to be incurred by the City or the customer. Contractor shall also include pricing for any proposed optional services.

Costs for developing any proposal, including travel expenses or any other expenses incurred by negotiating terms or conducting interviews with the City, or any pre-contractual expenses, shall be the sole responsibility and shall be incurred at the sole risk of the Contractor, whether or not any award results from this solicitation. The City will not be responsible for any such costs or expenses incurred by Contractors, under any circumstances, nor shall any firm include such expenses as part of the proposed cost.

X. EVALUATION OF PROPOSALS

The evaluation process shall begin upon receipt of proposals and continue until an Agreement has been awarded by the City Council or the procurement has been canceled.

Proposals must fully address the evaluation factors, contain complete technical submittals, references, and data to verify qualifications and experience, and include a statement that the City contract can be executed, listing any exceptions. Proposals without sufficient submittal data to provide a complete evaluation will be considered non-responsive and may be rejected.

Proposals shall remain valid for 180 days after the RFP submittal deadline. It is further understood that, if the Contractor to whom any award is recommended fails to enter into an Agreement with the City, award may be made to another Contractor.

The City reserves the right to reject any or all proposals, or to make no award. The City also reserves the right, in its sole discretion, to require modifications to initial proposals and to request additional information and/or clarifications, including, but not limited to, a presentation, interview or discussion with Contractors.

The City reserves the right, at its sole discretion, to waive any informality or minor irregularities in proposals, provided that such action is in the best interest of the City. Any such waiver shall not modify any remaining RFP requirements or excuse the Contractor from full compliance with the RFP specifications, conditions, and other contract requirements if the Contractor is awarded the Agreement.

Although not intended to be an exhaustive list of causes for disqualification, the City reserves

the right to disqualify proposals based on, but not limited to the following:

1. Evidence of collusion among Contractors.
2. Incomplete submittal of proposal or other requested information.
3. Lack of business skills or financial resources necessary to support Project Services Agreement successfully, as revealed by either financial statements or experience.
4. Lack of responsibility or poor performance as demonstrated by past work, references, or other factors.
5. Default or termination of other contracts or agreements.
6. False information, omissions, vagueness, or inaccuracies in the proposal.

Evaluation factors as outlined below will be applied to all eligible, responsible, and responsive Contractors in comparing proposals and selecting the most qualified Contractor. The City is not obligated to accept the lowest cost proposal but will make an award in its best interest after all factors have been evaluated. Therefore, proposals shall be submitted in the most favorable terms. All proposals will remain confidential until after an award is made, and there will be no public opening and reading of proposals.

The City reserves the right, in its sole discretion, to further negotiate the proposed work scope, implementation plan, timeline, cost, and contract terms and conditions with the most qualified Contractor. Negotiations will be confidential and not subject to disclosure. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with another Contractor or withdraw the RFP. Award is contingent upon the successful negotiation of final contract terms and approval of the Redondo Beach City Council.

Evaluation of each proposal shall be based on all of the factors listed below:

1. The fitness of the proposed material, equipment, software, and services for the intended use of the City;
2. The quality of the material, equipment, software, and services offered;
3. The ability, capacity, and skill of the Contractor to perform or provide the material, equipment, software, and services;
4. The capacity of the Contractor to perform the contract or provide the material, equipment, software, and services promptly, within the time specified, and without delay or interference;
5. The cost of the material, equipment, software and services, processing and other services, warranties, fees for annual hardware and software maintenance contracts, and ancillary charges for any other necessary material, equipment software or services;
6. The ability of the Contractor to provide customer support, service, training, and future maintenance or service as may be needed; and
7. The character, integrity, reputation, judgment, training, experience, past performance, and efficiency of the Contractor.

XI. DELIVERABLES REQUIRED OF SUCCESSFUL CONTRACTOR

The selected Contractor shall enter into a Project Services Agreement with the City of Redondo Beach (Attachment A), and is required to submit the items listed below in a timely manner. Any

unreasonable delays from the selected Contractor in providing these items may result in disqualification and the City may recommend award to another Contractor.

1. City of Redondo Beach business license, which shall be maintained throughout the length of Agreement;
2. Copy of Certificate(s) of Insurance and endorsements in compliance with the requirements of Exhibit D in the Project Services Agreement (Attachment A) and naming the City of Redondo Beach as an additional insured;
3. Completed IRS W-9 tax form; and
4. Contract documents and signatures.

XII. CONDITIONS

1. All equipment, parts, components, and materials shall be new, unused, and currently available. Refurbished, remanufactured, demo, or used equipment, parts, components, and materials are not acceptable without the express written permission of the City.
2. No representation or warranty of any kind is made by the City as to the content, accuracy, or completeness of the information included in or provided with this RFP. Contractors are solely responsible for conducting such independent due diligence investigations as may be necessary for the proper preparation of their proposal.
3. Receipt of a proposal by the City or submission of a proposal to the City shall not constitute any implied intent and shall not obligate the City to enter into an Agreement with the Contractor. All proposals submitted in response to this RFP become the property of the City and are subject to the California Public Records Act.
4. By submitting a proposal, Contractor represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related conditions.
5. The City reserves the right, at its sole discretion, to take any and all actions it deems are in the best interest of the City regarding this RFP, including but not limited to:
 - a) Issue Addenda;
 - b) Request additional information, clarifications, or corrections from Contractors;
 - c) Extend the deadline for submitting proposals;
 - d) Postpone the evaluation/selection process;
 - e) Cancel in part or in its entirety this RFP;
 - f) Clarify, modify, amend or re-issue the RFP;
 - g) Reject any and all proposals;
 - h) Reject or accept proposals that do not fully comply with the requirements specified in the RFP, its attachments, addenda, or clarifications;
 - i) Reject or accept proposals that are incomplete, contain errors or inconsistencies;
 - j) Reject or accept proposals not submitted with the proper number of copies or with other process or content errors or deficiencies;

- k) Reject or accept proposals that include a failure to comply with or take exception to the requirements, specifications, and general conditions of the RFP or the City's Agreement for Project Services;
 - l) Negotiate for the modification of any proposal with mutual consent of the Contractor
 - m) Award to Contractor without further discussion or negotiation;
 - n) Issue subsequent RFP's for the same, similar, or related services;
 - o) Amend the agreement resulting from this RFP; and
 - p) Take any other action deemed to be in the best interest of the City.
6. Contractor shall not sublet any portion of the Agreement with the City without express written permission of the City.
 7. Every proposal must be signed by the person or persons legally authorized to bind the Contractor to a contract. Upon request of the City, the corporation or other entity will provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation or other entity.
 8. Contractor shall comply with all laws, codes, rules, and regulations of the State, County, and City, now in effect or hereafter promulgated, applicable to the work to be performed at the City's location(s). The Contractor, who shall pay all lawful charges, shall obtain all permits lawfully required.
 9. Contractor shall, at its own cost and expense, procure, maintain and satisfy all City insurance and indemnification requirements set forth in Exhibit "C" of Attachment A.
 10. Contractor agrees, in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433), that in hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no contractor, material supplier or vendor will, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.
 11. In accordance with Labor Code Section 1720 et seq., this project is a "public work", and thus, the Contractor and any Subcontractors must pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Contractor must comply with "Agreement to Comply with California Labor Law Requirements" set forth in Exhibit "E" of Attachment A.
 12. The City may, in its sole and absolute discretion with and without cause, terminate the Agreement with the Contractor at any time prior to completion by Contractor of the project or services, immediately upon written notice to Contractor.
 13. The City reserves the right to conduct investigations with respect to the qualifications, experience, and representations of the Contractor and to require the Contractor to supplement, clarify, or provide additional information. The City may solicit information concerning the Contractor's past and current record of performance from current and/or previous clients, other government agencies, or any available sources without the Contractor's presence or involvement. The City may also solicit information concerning the Contractor's performance on other contracts in terms of quality of services and

compliance. The City may also consider historical performance in contracts entered into between the Contractor and the City. The City reserves the right to contact references other than those provided in the proposal and to use the information obtained in the evaluation process. Contractors assume sole responsibility for any inaccuracies in the contact information provided for references. Incorrect contact information provided for a reference may result in the reference being stricken.

14. The Contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Contractor or any other Contractor, or to secure any advantage against the public body awarding the agreement of anyone interested in the proposed agreement; that all statements contained in the proposal are true; and, further, that the Contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

ATTACHMENT A

AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND _____.

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and _____, a _____ [Type of Entity] ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials

shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate

this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or

written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act

are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this ____ day of ____, 202__.

CITY OF REDONDO BEACH

[CONTRACTOR'S NAME]

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

Contractor shall perform the following duties.

DRAFT

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence _____, 202__ and expire _____, 202__ ("Term"), unless otherwise terminated as herein provided.

DRAFT

EXHIBIT "C"
COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

1. **AMOUNT.** [Monthly, hourly, annual amounts, etc.]
2. **METHOD OF PAYMENT.** Contractor shall provide invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** [Payment terms]
4. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor:

City:

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.