REQUEST FOR PROPOSAL
For–Parking Enforcement Services

RFP NUMBER: #3668

ISSUED: April 24, 2018
DEADLINE: June 12, 2018

City of Glendale
Public Works Department, Parking Services
633 East Broadway, Room 205 Glendale, CA 91206
# TABLE OF CONTENTS

1) INTRODUCTION                              Pg. 3  
2) GENERAL BACKGROUND                        Pg. 3  
3) CONTRACT TERM                              Pg. 3  
4) SCOPE OF WORK                              Pg. 4  
5) QUALIFICATIONS                             Pg. 4  
6) PROPOSAL FORMAT AND CONTENT                Pg. 4  
7) TIMELINE OF EVENTS                         Pg. 7  
8) EVALUATION CRITERIA                        Pg. 7  
9) MANDATORY PRE-PROPOSAL CONFERENCE          Pg. 8  
10) ADDENDA                                   Pg. 8  
11) INSURANCE REQUIREMENTS                    Pg. 9  
12) INDEMNIFICATION AND HOLD HARMLESS AGREEMENT Pg. 9  
13) EXECUTION OF CONTRACT                      Pg. 9  
14) ADMINISTRATION INFORMATION                Pg. 10 
15) CONTACT INFORMATION                       Pg. 12 
16) SUBMITLES AND CLOSING DATE                Pg. 12 
   EXHIBIT “A” SCOPE OF WORK                   Pg. 13 
   EXHIBIT "B" SAMPLE- INSURANCE REQUIREMENTS  Pg. 35 
   EXHIBIT “C” SAMPLE- PROFESSIONAL SERVICE AGREEMENT Pg. 44 

# APPENDIX A- LIST OF FORMS

FORM A: PROPOSAL LETTER                      Pg. 60  
FORM B: REFERENCE                           Pg. 62  
FORM C: STATEMENT OF QUALIFICATIONS AND EXPERIENCE Pg. 63 
FORM D: PUBLIC RECORDS/REDACTION LETTER      Pg. 64  
FORM E: CONTRACTOR’S AFFIDAVIT OF NONCOLLUSION Pg. 66 
FORM F: PERFORMANCE STANDARDS / LIQUIDATED DAMAGES Pg. 67  
FORM G: PRICE PROPOSAL FORM                  Pg. 69  
FORM H: DISCLOSURE-CAMPAIGN FINANCE ORDINANCE Pg. 72 

Page 2 of 73
1) INTRODUCTION

The City of Glendale (hereinafter referred to as “City”) is seeking to enter into an agreement with a qualified contractor to provide parking enforcement services citywide, which includes the City’s downtown commercial districts, residential permit parking districts, street sweeping areas, and all parking restrictions, without incurring capital outlay and/or adding city employees.

The City requires a well-managed and financially stable Contractor with demonstrated skills and technical ability that provides high levels of customer service and satisfaction to fulfill the requirements outlined in this Request for Proposal (hereinafter referred to as “RFP”). The City requires that Contractors must have at least 10 years’ experience with municipalities and provide references where comparable services are provided.

2) GENERAL BACKGROUND

Incorporated in 1906 and currently with a population of approximately 202,000 residents, Glendale is the fourth largest city in Los Angeles County. It is located northeast of Los Angeles in the foothills of the San Gabriel Mountains and is traversed by the Golden State (5), Glendale (2), Ventura (134) and Foothill (210) freeways; the Hollywood Burbank Airport is minutes away. Glendale is noted for its excellent residential areas, schools, shopping facilities, libraries, parks, hospitals, and business environment.

Glendale is one of the most livable cities in Southern California, with beautiful well-established suburbs, a walkable downtown residential district, a top-rated school system, and numerous parks and recreational facilities located all within the 31.5 square miles of the City. The Americana at Brand is a one-of-a-kind community gathering place and dynamic shopping, dining, residential and entertainment district, while the recently updated Glendale Galleria provides over 200 retail stores and restaurants. The Exchange and Marketplace shopping and entertainment centers provide a good complement creating a vibrant and thriving downtown. The Montrose Shopping District, Adams Square, Kenneth Village, the South Brand Boulevard auto dealerships and a variety of other banking, financial and business institutions push Glendale’s daytime population to well over 250,000.

The City has approximately 2,250 metered parking spaces, which are a combination of multi-space and single-space, serving the Downtown Business District, Glendale Community College District, and Montrose/Sparr Heights District. In addition, the City has approximately 2,400 public parking spaces in three downtown parking garages which offer 90 minutes of free parking. Glendale also has 136 streets or sections designated as preferential parking districts that are controlled with parking restricted signage, along with many time restricted areas. Approximately one-third of all streets are restricted for street sweeping services during the week. Last fiscal year, Glendale Police Department Parking Enforcement, Traffic Bureau issued approximately 66,000 parking citations. A majority of these citations were issued for Expired Meter, Overtime Parking, and Parking Contrary to Posted Signs.

3) CONTRACT TERM

The term of this Agreement shall commence on the effective date of the Agreement for a period of five (5) years with one additional five (5) year renewal option at the sole discretion of the Director of Public Works.
4) SCOPE OF WORK
The City of Glendale, California is seeking a qualified contractor to provide parking enforcement of all Glendale Municipal Codes and California Vehicle Codes as it pertains to parking within the city limits. The proposed contractor shall comply with all requirements in the Scope of Work, which is attached hereto and incorporated herein as Exhibit “A”.

5) QUALIFICATIONS
The selected Contractor shall provide clear and logical solutions to meet the needs outlined in this RFP. The successful Contractor shall demonstrate the ability to provide effective enforcement of local and state parking regulations. Contractor must have a minimum of ten (10) years of similar parking enforcement experience in all areas and must be able to demonstrate said experience through documentation, references, and past successes in implementing parking enforcement in a city of similar population, size of parking system, and complexity of operation to Glendale, California. The successful Contractor must clearly show the ability to provide service, collect appropriate data, and develop a professional report and presentation.

6) PROPOSAL FORMAT AND CONTENT
Proposing contractors desiring to respond to this RFP shall submit their proposal in sufficient detail to allow for a thorough evaluation and comparative analysis. The proposal should be as brief and concise as possible without sacrificing clarity. Proposals containing irrelevant material or an abundance of excessively vague language may be penalized in the screening process. Proposers shall follow the following format and instructions and include the requested information in submitting proposals:

Cover Letter / Title Page
Contractor shall include a cover letter / title page that contains a commitment to provide the services described in this RFP as well as the name and signature of a representative authorized to negotiate an agreement with the City. It shall also contain at a minimum the name of the contractor, RFP title, and date of development.

Table of Contents
There shall be a comprehensive table of contents included in the proposal. This index shall include a clear definition of the materials, identified by sequential page numbers, by section reference, with tabs for each section provided on all hard copies submitted.

Company Background
The City is particularly interested in selecting a Contractor that has extensive experience in the parking enforcement industry. A description of the Contractor’s history, depth, and any value-added services should be included here. Identify the person(s) who will be working on the proposed service and their area(s) of responsibility.

Submit an organization chart showing the name of the project manager(s), other key personnel, and all supporting staff assigned to the project. Include a brief resume for applicable key personnel on the organizational chart. Responsibilities of project manager and key personnel should be listed in detail. The City reserves the right to approve the final staffing plan and any key personnel replacements.
Operational Plan
Describe the Contractor’s understanding of the City’s proposed Scope of Work, and the objectives to be accomplished for this service. Provide a detailed description of methodology, hardware, and software for issuing citations, enforcement techniques, back office support, and accounting practices and procedures.

Respond to the scope of work and describe the sequential tasks for accomplishing the proposed services; and describe the methodology the Contractor plans to use to ensure timely review, coordination, and implementation of requested enforcement services. Indicate all key deliverables and their contents. Include any information that the contractor would require from the City.

Innovations
Contractor is encouraged to provide or suggest technical or procedural innovations that have been used successfully at other engagements that may provide the City with improved service delivery. This may include unique services, new ideas, concepts, and approach that may be beneficial to the City.

Sub-Contractors (if any)
Identify any sub-contractors that would be used. Give a detailed description of their involvement, scope of work, background, and responsibilities. The price proposed shall include any and all work to be done by sub-contractors, and the City will only process claims and payments to the prime Contractor. A list of sub-contractors to be hired shall be submitted as a part of the proposal. Proposers shall disclose whether or not the subcontractor is a subsidiary or is financially tied to the Contractor in any other manner. Use of sub-contractors does not relieve the Contractor of prime responsibility. City reserves the right to approve all proposed sub-contractors.

Financial Statement
Provide an explanation and documentation to demonstrate financial resources to sustain operations over the life of the proposed contract. This section shall include an audited financial statement reflecting the financial condition of the Contractor, including a full and detailed presentation of the true condition as of December 31, 2017 of the Contractor’s assets, liabilities, and net worth. In the event that the Contractor’s fiscal year is reported on a basis other than calendar year, the latest annual financial report along with a current financial report (balance sheet and profit/loss statements) will be acceptable. If an audited financial statement is not available, the Contractor may provide a certified financial statement signed and authenticated by its chief financial officer.

The financial statement and related documents must set forth the financial status of the entity, and any subsidiary, division, subdivision, or unit which will actually perform the services described in this RFP. If the Contractor is a joint venture or partnership, individual financial statements for the most recent fiscal year must be submitted for each member of the joint venture or each general partner. If the Contractor is a wholly owned subsidiary of a parent corporation, an audited financial statement for the last fiscal year for the parent corporation must also be submitted. The Contractor shall also disclose any adverse financial information or condition (including bankruptcy or insolvency) for the two years prior to the audited or certified financial statements submitted regarding the Contractor, its parent, its subsidiaries, its partners, or its joint venture members, or its major subcontractors, or that has arisen since the date of the latest audited or certified financial statement, or that is not fully reflected in that financial statement.
In addition to the financial statement and related documents, proposers shall provide the following in this section:

1. Provide the name, address, contact person and phone number of at least one reference from your firms’ primary banking institution;
2. List any of the firms’ principals that have filed for bankruptcy in the past 10 years;
3. List and briefly describe all legal actions in the past three (3) years in which your firm (or any staff member) has been i) a debtor in bankruptcy, ii) a defendant in a lawsuit for deficient performance, iii) a defendant in a criminal action, iv) a respondent in an administrative action for deficient performance; and
4. Provide the name, address, contact person, phone number and e-mail addresses of three (3) references for suppliers, business associates with knowledge of Contractor’s work within the last five years. By providing this information Contractor agrees the references listed can be contacted for reference information by City.

Table of Exceptions
Contractor must state whether its proposal does or does not fully comply with the requirements as defined in this RFP and will provide a detailed list of exceptions to the Scope of Services, Sample Professional Services Agreement, or any other requirements of the RFP, including all exhibits, forms, and appendices. The exceptions list will be in table form and identify the page, section number, provision and exception, non-conformance and/or substitute language proposed. Failure to identify any items of non-compliance will result in the City assuming compliance. Changes to the Sample Professional Services Agreement may not be considered or negotiated if not submitted as part of the proposal. The City, at its sole discretion, may modify or reject any exception or proposed change.

Required Documents
The following documents must be signed and included in this section of the proposal:

<table>
<thead>
<tr>
<th>FORM</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>A</td>
<td>Proposal Letter</td>
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<tr>
<td>B</td>
<td>References</td>
</tr>
<tr>
<td>C</td>
<td>Statement of Qualifications and Experience</td>
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<tr>
<td>D</td>
<td>Public Records/Redaction Letter</td>
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<tr>
<td>E</td>
<td>Contractor’s Affidavit of Non Collusion</td>
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<tr>
<td>F</td>
<td>Performance Standards/Liquidated Damages</td>
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<tr>
<td>G</td>
<td>Price Proposal Form</td>
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<tr>
<td>H</td>
<td>Disclosure Campaign Finance Ordinance</td>
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Forms A-H may be found in Appendix A of the RFP. Contractors are responsible for ensuring that all forms are filled out completely and accurately. All proposals must be submitted completed and signed. Failure to do so may be cause for rejection of the proposals.
7) TIMELINE OF EVENTS
The City has developed the following list of key events from RFP issuance through notice of contract award. All deadlines are subject to change at the City of Glendale’s discretion.

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
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<tbody>
<tr>
<td>a. RFP Document Issued to Prospective Bidders</td>
<td>April 24, 2018</td>
</tr>
<tr>
<td>b. Mandatory Pre-bid Conference and Site Tour</td>
<td>May 8, 2018</td>
</tr>
<tr>
<td>c. Written Questions Due</td>
<td>May 16, 2018</td>
</tr>
<tr>
<td>d. Proposals Due</td>
<td>June 12, 2018</td>
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<tr>
<td>e. Panel Interviews (tentative)</td>
<td>July 2018</td>
</tr>
<tr>
<td>f. Contract Award (tentative)</td>
<td>August 2018</td>
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8) EVALUATION CRITERIA
The proposals, which include all required Attachments, which are submitted as required by the deadline specified in this RFP and meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. Up to the top four with the highest scoring responsive and responsible proposals, based on the first 6 criteria will be invited for an interview by the City’s evaluation panel.

<table>
<thead>
<tr>
<th>Criterion Description</th>
<th>Weight</th>
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<tbody>
<tr>
<td>1. Responsiveness and Comprehensiveness of Proposal to RFP</td>
<td>10%</td>
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<tr>
<td>Overall completeness and responsiveness to this RFP. The proposal will be evaluated based upon the extent in which it meets the City’s requirements stated in the RFP.</td>
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<tr>
<td>2. Contractor Capabilities</td>
<td>15%</td>
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<tr>
<td>Evaluation of the Contractor’s ability to fulfill all requested services stated in the RFP. The Contractor’s qualifications and experience in providing parking enforcement operations, including the management team’s qualifications and experience in providing all services as stated in the RFP.</td>
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<tr>
<td>3. Integration Abilities and Unique Services</td>
<td>15%</td>
</tr>
<tr>
<td>Ability of the Contractor to integrate with the City’s current parking system. Highlight the unique services or attributes that differentiate the Contractor from other Contractors</td>
<td></td>
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<tr>
<td>4. Operational Plan</td>
<td>25%</td>
</tr>
<tr>
<td>Evaluation of the Contractor’s operational plan and its ability to meet the City’s parking enforcement needs. Customer service, technical support, and any other services related to parking enforcement may also be considered here. Proposer’s ability to provide all technical support and customer service as requested in this proposal. Operations and Maintenance plan.</td>
<td></td>
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<tr>
<td>5. References/Site Visits</td>
<td>5%</td>
</tr>
<tr>
<td>Demonstration of abilities to provide service requirements stated in this RFP through reference and/or site visits. Contractors will be ranked on the ability to fulfill all required and other services.</td>
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</table>
6. **Price Proposal**  
Feasibility of the proposal based on the methodology of the proposed scope of work to meet the City’s needs, the quality of services proposed, and ability to provide City with a cost-effective and consistent parking enforcement operation. Any potential revenue impacts may be considered here as well.  

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<tr>
<td><strong>6. Price Proposal</strong></td>
<td><strong>20%</strong></td>
</tr>
<tr>
<td>Feasibility of the proposal based on the methodology of the proposed scope of work to meet the City’s needs, the quality of services proposed, and ability to provide City with a cost-effective and consistent parking enforcement operation. Any potential revenue impacts may be considered here as well.</td>
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7. **Interview Evaluation**  
Ability of Contractor to successfully respond and address interview questions through the use of a prescribed presentation format.  

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<tr>
<td><strong>7. Interview Evaluation</strong></td>
<td><strong>10%</strong></td>
</tr>
<tr>
<td>Ability of Contractor to successfully respond and address interview questions through the use of a prescribed presentation format.</td>
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At its discretion, the City may make site visits to where the Contractors services are in use as identified in Form B. Contractors may be allowed to provide best and final offers as part of the interview.

Once proposals have been evaluated by the evaluation panel, negotiations with the highest ranked in Categories 1-7 shall begin. If negotiations are unsuccessful, talks with that Contractor may be abandoned and negotiations will then commence with the next qualified Contractor, and so on, until a final agreement has been reached and a contract prepared. Staff will present their findings to the City Council, which, at its discretion, will award a contract.

9) **MANDATORY PRE-PROPOSAL CONFERENCE**  
A mandatory pre-proposal conference will be held on May 8, 2018 to enable prospective contractors to clarify details considered pertinent for their evaluation prior to the proposal submittal date. The meeting will be conducted in the Planning Conference Room, located at 633 East Broadway, Room 106, Glendale CA 91206 at 10:00am. As part of the meeting, there will be a tour of the operational space that will be utilized by the selected contractor for enforcement services.

Questions that arise during the conference should be submitted in writing via e-mail on or before 5:00 PM (PST) on May 16, 2018 to Tad Dombroski, Parking Manager at tdombroski@glendaleca.gov. Written answers to questions will be provided to the participants in the form of an Addendum.

Contractors should not rely upon oral statements made by City’s representative and/or the City’s Contractor during the pre-proposal conference. Proposals from Contractors that do not attend this conference will not be considered.

10) **ADDENDA**  
The City will issue Addenda in writing only. The City will make reasonable efforts to deliver Addenda to all Proposers whom the City knows have received the RFP and have provided a street or email address for receipt of Addenda. The City cannot guarantee that all Proposers will receive all Addenda.

At any time before the “Proposal Deadline”, the City may issue Addenda withdrawing the RFP or postponing the Proposal Deadline. However, if any Addenda results in a material change to this RFP, or the proposed Contract, or both, the City will extend the Proposal Deadline by not less than seventy-two (72) hours.
The City will treat transmittal of Addenda to potential Proposers by U.S. mail, fax, or e-mail as sufficient notice of the changes made by the City.

11) INSURANCE REQUIREMENTS
The City’s insurance requirements are specified and set forth in Exhibit B, attached hereto and incorporated herein. Certificates of insurance and additional insured endorsements must be submitted in compliance with said requirements no later than the time the Contract is executed. The Contractor does not need to submit proof of insurance to submit proposal, but must be prepared to meet all CITY insurance requirements with no additional costs to CITY.

12) INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
Contractor will be required to take all reasonable precautions to prevent the occurrence of any injury, including death, to any person or any damage to any property arising out of the act of omissions of this Contractor, its agents, employees, or subcontractor.

A. Contractor will be required to indemnify, defend and hold harmless to the maximum extent described below, the City, City Council, its officers, employees, agents, from and against any and all liabilities, suits, actions, proceeding, judgments, liens, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), claims demands, costs, losses, damages or expenses (including reasonable attorney’s fees and costs), that arise out of or result from, or are connected with, or which are alleged to have arisen out of or have been connected with, in whole or in part, (1) the acts or omissions of the Contractors, its employees, agents or subcontractors, whether directly or indirectly employed (2) the breach by the Contractor of any of its obligations, duties or other responsibilities hereunder.

B. Contractor will be required, at its sole cost, expense and risk, to defend all legal proceedings that may be brought against the City, the City Council, and their officers, employees, agents, with counsel reasonably acceptable to the City, and Contractor shall satisfy any resulting judgment or settlement, not to exceed the level of liability imposed upon or assessed against the Contractor by said judgment or settlement, whether or not the liability, suit, action, proceeding, judgment, lien, injury, claim, demand, cost, loss damage or expense was actually or allegedly caused in part through the negligent, wrongful or tortuous conduct of any such other persons, but not if the same was actually caused solely by any such other person.

C. Contractor’s obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon Contractor whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

D. Contractor’s failure to comply with this section’s provisions shall constitute a material breach upon which City may immediately terminate or suspend the Agreement.

13) EXECUTION OF CONTRACT
A copy of the proposed Contract is provided as “Exhibit C”. Before any services can commence, the selected Proposer will be required to execute the Contract, which is a standard form of agreement. To facilitate the project’s smooth and timely implementation, Proposers responding to this RFP shall review all the terms and conditions of the Contract, including, but not limited to, provisions relating to insurance, indemnity, and termination. The City’s policy is that the Contract be accepted as is. By submitting a Proposal to the City in response to this RFP, each Proposer is deemed to have
provided its approval to the Contract, accepting it without qualification. If a Proposer seeks limited modification of the Contract, then in the Proposal a Proposer must identify the proposed changes. However, changes or qualifications to the Contract may cause rejection of the proposal as non-responsive, in City’s determination.

The City reserves the right to further negotiate the terms and conditions of the Contract. The City will draft the Contract and may require the selected Proposer to attend one or more Contract negotiation conferences to discuss possible:

Revisions to the Contract’s service-related terms, conditions, requirements, specifications, or minimum performance standards, other than the insurance and the indemnity provisions; and

Additions to the Contract, by the parties’ mutual agreement, or as a City Ordinance or Resolution, the City’s Charter or Municipal Code, or any other law may require.

At any time, and for any reason, if contract negotiations with the selected Proposer fail to progress, to the City’s reasonable satisfaction, the City reserves the right to not only end negotiations with the selected Proposer, but also cancel the award and reject the Proposal. At its discretion, the City may then: reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; negotiate directly with any firm for services; or choose not to contract for services.

14) ADMINISTRATION INFORMATION
Contractor understands and agrees that the City of Glendale, its departments, officers, and employees or agents shall not be liable for:

- Any cost incurred by a Contractor in the preparation, delivery, or presentation of a proposal;
- Any cost incurred by a Contractor in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City of Glendale; and
- Any errors, inaccuracies or miss-statements related to the information or data supplied to any Contractor by the City.

The use of such information or data provided by the City, its officers, employees, or agents is intended to be used at the sole discretion and risk of the Contractor in the preparation of a proposal pursuant to this RFP.

All responses to this RFP will become the property of the City of Glendale and will be retained or disposed of accordingly.

The City of Glendale is an Equal Opportunity Employer.

Nothing in this RFP or the proposal process shall be construed in any manner as obligating the City to accept any proposal nor does it constitute an agreement by the City that it will enter into any contract with any Contractor.

When it best serves the interests of the City, City may do any one or more of the following:

- Reject any Proposal or all Proposals at its sole discretion.
- Extend the deadline for accepting Proposals.
• Accelerate the pace of the RFP process if only one or a handful of Proposals are received.
• Waive any or all information, defects, irregularities, or informalities in a Proposal.
• Accept amendments to Proposals after the Proposal Deadline.
• Amend, revise, or change the RFP’s evaluation or selection criteria.
• Cancel, withdraw, amend, revise, change, or negotiate the terms of this RFP, the proposed Contract, or both.
• Reissue a Request for Proposals.
• Conduct oral interviews.
• Visit Contractor’s facilities or business.
• Examine financial records of Contractor to the extent necessary to ensure financial stability.
• Make a partial award.
• Negotiate with one or more Contractors.
• Award contracts to one or more Contractors.
• Require a best and final offer from one or more Contractors.

The City of Glendale reserves the right to modify or cancel this RFP, either in part or in its entirety, and to negotiate directly with any of the Contractors making a proposal. Nothing in this RFP or the proposal process shall be construed in any manner as obligating the City to accept any proposal.

The Contractor shall represent and warrant that it is sufficiently informed as to all matters affecting the performance of the work, and the furnishing of labor, supplies, material or equipment called for in this proposal; that the proposal has been checked for errors and omissions, that the prices stated in the proposal are current and as intended and are a complete and correct statement of the prices stated therein for performing the work or furnishing the labor, supplies, materials or equipment required by the agreement documents. The Contractor waives any claim for the return of its proposal on account of errors or omissions claimed to have been made in its proposal or for any other reason.

The successful Contractor shall abide by and obey all applicable Federal, State, and City laws, including, but not limited to, the non-discrimination provisions of the laws of the United States of America, the State of California, and City of Glendale.

The Contractor to whom the Contract is awarded shall be required to enter into a written Agreement with the City of Glendale in a form approved by the City Attorney. The RFP, or any part thereof, and the Contractor’s responses, may be incorporated into and made a part of the final Contract; however, City reserves the right to negotiate further the terms and conditions of the Contract with the selected Contractor.

All proposals shall be firm offers and may not be withdrawn for a period of one hundred and twenty (120) days following the deadline date for submission of proposals noted herein.

All proposals must be submitted according to the specifications set forth in this RFP. Failure to adhere to these specifications may be cause for rejection of the proposals. Any corrections or resubmissions done by the Contractors or their authorized representatives will not extend the submittal period. Once submitted, proposals, including the composition of the Contractors’ staff, cannot be altered without the prior written consent of the City.
Any change to or interpretation of the RFP will be posted by the City as an addendum to the RFP on the City’s website. Any such changes or interpretations shall become a part of said RFP and will be incorporated into any Agreement. The Contractor shall submit a signed copy of such addendum with their proposal.

If the Contractor is a partnership, the proposal must be signed in the name of the partnership by a general partner thereof. If the Contractor is a corporation the proposal must be signed on behalf of the corporation by two authorized officers (a Chairperson of the Board, President or Vice-President and a Secretary, Treasurer, or Chief Financial Officer), or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All signatures above must be original, notarized, and in ink on at least one copy of the proposal that will be submitted to City.

The Agreement shall be by and between City and Contractor and shall not be intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or associations, as between City and Contractor. Contractor understands and agrees that all persons furnishing services to City pursuant to the Agreement are, for purposes of Worker’s Compensation Liability, employees solely of Contractor and not of City.

15) CONTACT INFORMATION

Please contact Tad Dombroski, Parking Manager, for questions and comments regarding the RFP. Walker Consultants has been retained to assist the City during this RFP process.

Tad Dombroski
Parking Manager
Public Works, Parking Services
633 E Broadway, Room 205
Glendale, CA  91206-4384
Tel:  818-937-8325
FAX:  818-242-7087
Email:  tdombroski@glendaleca.gov

16) SUBMITLES AND CLOSING DATE

Please submit five (5) bound copies, one (1) unbound reproducible copy, and one (1) digital version in PDF form of the proposal no later than June 12, 2018 by 12:00 p.m. to the address given below. Any proposal received after the above date and time will be deemed disqualified and rejected. In addition, please include one (1) unbound, reproducible, one (1) digital version in PDF form complete redacted proposal in a separate envelope or packet marked “Redacted Version”. All proposals must be sealed in an envelope or packet clearly marked with the words “Parking Enforcement Services RFP #3668”, the Contractor’s name and address, e-mail address, telephone, and FAX numbers, and addressed to:

City Clerk’s Office
City of Glendale
613 East Broadway, Room 110
Glendale, CA 91206-4393
(818) 548-2090
EXHIBIT A – Scope of Work

1.01 BACKGROUND INFORMATION

The City of Glendale’s Parking Section is responsible for the oversight, management, and enforcement of the City’s thousands of metered and time restricted on-street spaces as well as over 3,000 publicly owned off-street parking spaces in the City’s parking structures and surface lots in the downtown area.

The Parking Section has implemented new technology and best practices including credit card payment for some on-street parking, extend-by-cell phone technology as a convenience to drivers, 90-minutes of free parking in parking garages, and metered hours of operation until 10:00pm, six or seven days a week, to encourage turnover, and encourage economic vitality.

All revenue streams (contract-operated garages, street meters, surface lots, citations) flow into a parking fund with an approximate $11 million annual budget.

The downtown commercial district is served by three parking structures, six surface parking lots, and dozens of metered block faces (the “Facilities”) owned and maintained by the City. In addition to the Facilities located within the commercial district, enforcement areas include all other public roadways, Glendale Community College, Montrose Shopping Park, and over 136 preferential parking permit districts.

Currently the City enforces by zone depending on staffing levels. The City desires to add an additional enforcement zone for the downtown commercial district. The table on the following page provides a brief description and map of the current enforcement zones:

<table>
<thead>
<tr>
<th>Plan</th>
<th>Zone</th>
<th>Street Boundaries</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All</td>
<td>Glendale City Limits</td>
</tr>
<tr>
<td>2</td>
<td>1P 11</td>
<td>West of Brand Boulevard</td>
</tr>
<tr>
<td></td>
<td>1P 13</td>
<td>East of Brand Boulevard</td>
</tr>
<tr>
<td>3</td>
<td>1P 11</td>
<td>West of Brand Boulevard and North of Wilson Avenue</td>
</tr>
<tr>
<td></td>
<td>1P 12</td>
<td>South of Wilson Avenue</td>
</tr>
<tr>
<td></td>
<td>1P 14</td>
<td>East of Brand Boulevard and North of Wilson Avenue</td>
</tr>
<tr>
<td>4</td>
<td>1P 11</td>
<td>West of Brand Boulevard and North of Wilson Avenue</td>
</tr>
<tr>
<td></td>
<td>1P 12</td>
<td>West of Brand Boulevard and South of Wilson Avenue</td>
</tr>
<tr>
<td></td>
<td>1P 13</td>
<td>East of Brand Boulevard and South of Wilson Avenue</td>
</tr>
<tr>
<td></td>
<td>1P 14</td>
<td>East of Brand Boulevard and North of Wilson Avenue</td>
</tr>
<tr>
<td>5</td>
<td>1P 11</td>
<td>West of Brand Boulevard and North of Wilson Avenue</td>
</tr>
<tr>
<td></td>
<td>1P 12</td>
<td>West of Brand Boulevard and South of Wilson Avenue</td>
</tr>
<tr>
<td></td>
<td>1P 13</td>
<td>East of Brand Boulevard and South of Wilson Avenue</td>
</tr>
<tr>
<td></td>
<td>1P 14</td>
<td>East of Brand Boulevard and North of Wilson Avenue</td>
</tr>
<tr>
<td></td>
<td>1P 15</td>
<td>North of Mountain Street</td>
</tr>
</tbody>
</table>
The City is interested in selecting a third-party professional Contractor to enforce the citywide Facilities in a safe and cost-efficient manner subject to the terms and conditions required by the City.

1.02 PARKING MANAGEMENT AGREEMENT – BASIC TERMS

The terms and conditions of the anticipated Professional Services Agreement (the “Agreement”) by and between the City and Contractor are set forth as follows:

a. **Scope of Work:** Contractor will provide all necessary materials, staff, expertise, and services required to carry out the required Scope of Services outlined in this solicitation.

b. **Compensation:** As compensation for services rendered, the City will pay Contractor a fixed labor fee as stated in the Price Proposal Form.

c. **Capital Improvements:** During the Term of the Agreement, certain capital improvement projects may occur that are originated and financed by the City. Contractor may be required to adjust staffing
schedules and/or operating methodologies to accommodate these types of projects from time-to-time during the Term.

d. Employees: Unless otherwise noted, all references to employees refer to staff members hired for the execution of the Agreement. These employees shall be paid by Contractor and shall not be considered employees of the City of Glendale.

1.03 INTRODUCTION

This section provides a summary of the essential requirements for citywide parking enforcement services. During the hours of operation established by the City for the Facilities, Contractor will manage, operate, direct and supervise a first-class public parking enforcement operation throughout the Term of the Agreement. Services to be provided by Contractor in connection therewith will include without limitation the following:

a. Management and operation of the parking enforcement services, including supervision of the parking enforcement employees, Mobile License Plate Recognition (LPR) equipped enforcement vehicles, administration, and monitoring of citation issuance in accordance with CVC and GMC. These enforcement responsibilities shall include, but not be limited to:

- safety regulations as posted or marked at the curb
- residential permit parking districts as posted
- metered locations as posted
- time limited parking
- alleys
- temporary parking restrictions as posted or marked at the curb
- citizen requests for enforcement such as blocked driveway
- citizen requests for enforcement such as parking on private property without consent
- disabled spaces

b. Operation and maintenance of all parking enforcement technology required to perform contracted services, including, but not limited to, Mobile LPR vehicles, hardware, and software, any enforcement handheld devices, unified management system, operating systems, and antivirus software. The selected Contractor shall integrate operations with the City’s existing multi-space and single-space meters, and Duncan Solutions citation processing and permit system;

c. Employment of such parking enforcement and other personnel for the management and operation of the Facilities;

d. Maintenance of accounting records of all income and expenses related to the management and operation of the enforcement services;

e. General maintenance and janitorial services to ensure Contractor represents a first-class parking enforcement system;

f. Coordination with selected vendors for future implementation of license plate as permit preferential and residential parking permit districts;

g. Coordination with City of Glendale Police Department in transition of enforcement duties and ongoing efforts daily;

h. Periodic consultation with the City on matters relating to the management and operation of the enforcement services, including providing the City with recommendations regarding how to increase the efficiency and lower the cost of parking enforcement operations; and
i. Periodic consultation with the City on matters related to technology, innovation, and operations that may increase the efficiency and lower the cost of parking enforcement operations.

1.04 STANDARD OF CARE

In its execution of the Agreement, the Contractor will prioritize customer service, financial performance, and innovation.

a. Customer service: The Contractor and its staff will always conduct themselves in a professional and courteous manner toward the City and its customers. The Contractor and its staff will strive to achieve the City’s goals of providing exceptional customer service whenever possible.

b. Financial performance: The Contractor and its staff will maintain a regular and consistent schedule to enforce applicable time limits and vehicle codes in its areas of responsibility.

c. Innovation: The Contractor shall continuously seek ways to leverage existing technologies to make its operation more efficient. The Contractor shall also recommend to the City emerging technologies that may also increase operational efficiency, such as real-time location and reporting of PERs through GPS tracking.

1.05 APPLICABLE CONDITIONS

Other applicable conditions will include, but not be limited to the following:

a. Contractor will administer payment for all operating costs as detailed;

b. Contractor will not have rights to install advertising signage or messaging inside or around the vehicles, employees, and Facilities without City approval.

1.06 ADDITIONS AND DELETIONS

The City will have the right during the Term to modify the Facilities and enforcement zones, including public roadways, on a temporary or permanent basis for any reason including, but not limited to the following:

a. To provide additional parking spaces;

b. To repair one or more sections of the Facilities;

c. To increase the number of spaces available for parking by acquisition or devotion of additional land, redesign, restriping, or otherwise;

d. To decrease the number of spaces or close the Facilities for any purpose; or

e. To convert all or part of the Facilities to another use.

f. Construction zones

Contractor will make a best effort to accommodate these changes in its operation of the parking enforcement services.

Contractor will also update the general Operation and Maintenance Plan to accommodate any permanent changes; the revised general Operation and Maintenance Plan will be subject to approval by the City.
1.07 OPERATION AND MAINTENANCE PLAN

Contractor shall include proposed Operations and Maintenance Plans that would be implemented if awarded the Facilities. Responses should conform to this format and should emphasize innovations and efficiencies unique to the proposer. Answer each question in the order presented and provide additional relevant items as proposed:

1. Describe the standards for hiring employees and detail personnel policies, background checks, and performance standards. Policies will include standards for employee courtesy, appearance, identification and providing information to customers.

2. Describe your proposed procedures for issuing citations to include at a minimum the following:
   a. Management of citations issued by shift;
   b. Percent of shift time spent in field enforcing;
   c. Collections procedures;
   d. Reconciliation.

3. Describe the duties for each employee category proposed to manage the Facilities.

4. Discuss your proposed management approach and working relationship with City.

5. Describe how your proposed enforcement and citation issuance software and hardware integrates with the City’s existing T2 Luke II meters and Duncan Solutions citations processing and permit system.

6. Describe proposed maintenance plan for the vehicles serving the Facilities.

7. Provide sample copies of forms that will be implemented and used to track, reconcile and report citation issuance as well as forms that will be delivered to City including but not limited to monthly operating statement, general journal, payroll analysis, daily, and monthly citations summary.

8. Describe the transition plan for assuming control of the enforcement zones and Facilities in the initial 30 days following contract award that demonstrates minimal disruption to the operation of the Facilities.

9. Describe in detail your firms plan to maximize enforcement coverage, compliance, and maximize revenue generation for the City.

10. Describe any equipment required at start-up to ensure a first-class parking enforcement operation. Include an itemized budget of the probable cost to procure said equipment (include start-up cost estimate on Price Proposal Form). Contractor should indicate its willingness to purchase startup items with its own funds and recover the cost from the operating account on a schedule agreed upon by City and Contractor.

11. Any additional items related to operations or maintenance plans not included above.
1.08 STAFFING

Contractor will provide in its submittal, a company organizational chart and resumes for the key staff members proposed to manage the Facilities. The City anticipates that the key personnel will consist of the following positions:

a. Project Manager;

b. Contract Analyst; and

c. Supervisors.

The key personnel members shall perform their duties in the City and not work remotely. Contractor will also provide the City with pertinent contact information for a minimum of one local staff member that will be available 24/7 for emergency and operational needs.

Other than in special or emergency situations, Contractor shall provide all job-related training prior to employee assignment. In a special or emergency situation, training may be given on-site and at the time of assignment. Training not given at time of assignment shall be given within seven (7) calendar days of assignment. The City’s representative shall determine when a special or emergency situation occurs, pursuant to, but not limited to the definitions below:

An emergency is any unexpected situation which prevents or substantially compromises the performance of City services. Emergencies include, but are not limited to, power outages, earthquakes and other natural disasters, civil unrest, and bomb threats.

The Contractor shall be solely responsible for hiring and firing of personnel, training, staffing and deployment to ensure all posts are filled, and performance evaluation of employees, disciplinary action against employees, and payroll and benefits for Contractor’s employees. Parking Enforcement Representatives (PER) should be on patrol no later than 20 minutes from start time and until no earlier than 20 mins before end of shift.

Enforcement staff must have the education, skills, and qualities required to fulfill the tasks outlined in this RFP, including the ability to use Contractor-supplied vehicles and other equipment prior to being assigned. The Contractor shall provide each employee assigned to provide parking enforcement services with at least 56 hours of initial job-related training and any necessary re-training or follow-up training required to correct deficiencies in performance.

In addition, Contractor shall provide each employee assigned to provide parking enforcement services with at least eight (8) hours of in-service training per year. Such training shall cover such topics as changes in the law, new aspects of the City’s parking program, refresher or expanded training in customer relations, etc. The schedule, subjects and content of such training shall be approved in advance by City representative.

The City will not compensate for training of potential/new employees, or in-service training, equipment needed to provide said training, or personnel assigned to train any officer.

The City retains the right to review and direct modification of any employee training program. Training shall include, but not be limited to, the following:

- Information on parking statutes, laws, ordinances, regulations, and resolutions enacted by the Federal Government, the State of California, and the City of Glendale;
- Parking enforcement programs and policies adopted by the City of Glendale;
- Operation of equipment, including instruction on communications procedures, radio devices, citation devices, vehicle use, public relations, customer service, and conflict mitigation techniques;
• Tasks and responsibilities under regular and emergency operating conditions;
• Physical layout of the City; and
• Customer service and public relations.

All on-site staff members will be trained in daily operations as well as in customer service. Contractor and its staff will conduct themselves in a helpful courteous manner toward the City and its customers at all times. The City retains final approval of all staff assigned to subject duties, and from time to time, may ask for staff to be reassigned based on performance or other basis.

During the initial implementation of the Agreement, City may, at its sole discretion, offer training to Contractor’s enforcement staff for a period to be determined by mutual agreement between City and Contractor. Contractor will be solely responsible for the training of its staff upon the conclusion of the initial implementation phase. City reserves the right to require Contractor to provide additional training to its staff as needed.

Contractor and its sub-contractors will comply with all the City’s standards and requirements for employees including the completion of standard background and motor vehicle checks on each employee. The City reserves the right to conduct additional background checks on Contractor’s staff members working in the City.

City reserves the right to require Contractor to provide additional or alternative personnel or to modify its operating procedures if, in the sole discretion of the City, Contractor’s management and performance of the services creates congestion, interferes with traffic circulation, or causes material inconvenience for customers.

1.09 STAFFING COMPENSATION AND SCHEDULE

The equipment and technology required to perform the scope of services are complex. In addition, the judgement and knowledge base the contract staff must have requires paying significantly more than minimum wage. The proficiency of contracted staff performing the duties of the contract must be equivalent to the existing staff so that the citizens receive the same level of customer service they experience today. Other agencies in LA County who contract enforcement services of similar size and scope have experienced challenges when not adequately compensating staff. The City desires to avoid these challenges and shortfalls by requiring all contractors to pay minimum direct compensation levels to their staff. This will also provide the added benefits of limiting turnover and additional on-going training costs.

Minimum wage ordinances throughout LA County will scale up to $15.00 per hour by 2021 and then continue with Consumer Price Index increases beyond. In order to maintain the delta between the current minimum wage rates and the direct compensation rates required for this contract, the City has matched the minimum wage increases through 2021 and then programmed increases for future years in Table I-2 below. This will ensure a best value compensation level for the term of the contract in order to provide exceptional customer service levels to constituents and to avoid added costs and diminished service levels from contract staff turnover.
Contractor’s proposed rates used to complete Price Proposal Form will be based on the below maximum staffing schedule. Actual level of staffing at the Facilities will be reduced based on City approved optimal staffing levels. Minimum staffing levels shall be 12 FTEs. Contractor will provide sufficient staffing to perform the services outlined in the RFP. To ensure a fair evaluation of the submittals, proposers are requested not to deviate from the number of staff members and annual number of hours provided in the below maximum staffing schedule:

**Table I – 3: Maximum Scenario Weekly Staffing Schedule**

<table>
<thead>
<tr>
<th>Position</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
<th>Sunday</th>
<th>Weekly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>0</td>
<td>0</td>
<td>50</td>
<td>2,600</td>
</tr>
<tr>
<td>AM Supervisor</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>56</td>
<td>2,912</td>
</tr>
<tr>
<td>PM Supervisor</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>56</td>
<td>2,912</td>
</tr>
<tr>
<td>AM Dispatcher</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>56</td>
<td>2,912</td>
</tr>
<tr>
<td>PM Dispatcher</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>56</td>
<td>2,912</td>
</tr>
<tr>
<td>AM Zone 1 PER*</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>56</td>
<td>2,912</td>
</tr>
<tr>
<td>PM Zone 1 PER</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>56</td>
<td>2,912</td>
</tr>
<tr>
<td>AM Zone 2 PER</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>56</td>
<td>2,912</td>
</tr>
<tr>
<td>PM Zone 2 PER</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>56</td>
<td>2,912</td>
</tr>
<tr>
<td>AM Zone 3 PER</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>56</td>
<td>2,912</td>
</tr>
<tr>
<td>PM Zone 3 PER</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>56</td>
<td>2,912</td>
</tr>
<tr>
<td>AM Zone 4 PER</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>56</td>
<td>2,912</td>
</tr>
<tr>
<td>PM Zone 4 PER</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
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<td>2,912</td>
</tr>
<tr>
<td>AM Zone 5 PER</td>
<td>8</td>
<td>8</td>
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<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>56</td>
<td>2,912</td>
</tr>
<tr>
<td>PM Zone 5 PER</td>
<td>8</td>
<td>8</td>
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<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>56</td>
<td>2,912</td>
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<tr>
<td>AM Zone 6 PER</td>
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<td>8</td>
<td>8</td>
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<td>8</td>
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<td>56</td>
<td>2,912</td>
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<tr>
<td>PM Zone 6 PER</td>
<td>8</td>
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<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>56</td>
<td>2,912</td>
</tr>
<tr>
<td>Sub-Total - PERS</td>
<td>12</td>
<td>12</td>
<td>12</td>
<td>12</td>
<td>12</td>
<td>12</td>
<td>12</td>
<td>672</td>
<td>34,964</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>986</td>
<td>51,272</td>
</tr>
</tbody>
</table>
1.10 PROJECT MANAGEMENT

The Contractor’s designated Project Manager (PM) will maintain the responsibility for oversight of the contracted services and will remain on-site, acting as the single point of contact between the City and Contractor during the Term.

1.11 PARKING ENFORCEMENT OFFICE

Contractor will base operations at an office designated by the City for its use. Contractor to identify minimum office utility needs and best practices in operational plan submitted with proposal. The office will include a contractor provided dispatcher who shall be dedicated to customer service during regular business hours and liaison with Police Department at all times. Citizens and customers who must speak with someone in person may be directed to the PD front desk.

1.12 EQUIPMENT AND SUPPLIES

Contractor will provide all necessary office supplies and equipment to fulfil the terms of the Agreement. These items will include but not be limited to standard office items. An allocation for enforcement handheld equipment, radios/communication, and office supplies is provided on the Price Proposal Form. Contractor shall provide allocation items up front for approval of City as reimbursable items.

Contractor shall include recommended spare part inventory for enforcement hardware:

<table>
<thead>
<tr>
<th>Enforcement Equipment Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>List recommended spares and quantities of each spare. Add additional lines and use additional sheets if necessary. For comparative purposes between multiple proposals, the Owner may equalize quantities of similar items between proposals and adjust extended pricing accordingly. The final spare parts list and associated quantities shall be determined during contract negotiations.</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>$</td>
<td>$</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPARE PARTS TOTAL</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.13 UNIFORMS AND STAFF IDENTIFICATION

The Contractor will provide uniforms to all staff members. Contractor will also provide staff members with photo identification, name tags, and badges that clearly state the company name and the staff person’s name. City must approve all uniforms.

1.14 MAINTENANCE REQUIREMENT

Contractor will maintain all enforcement tools, including Mobile LPR vehicles and citation issuance hardware, in a clean and safe condition consistent with other first class parking enforcement operations.
Maintenance requirements shall include but not be limited to:

a. daily policing of common areas;

b. regular enforcement fleet vehicle maintenance; and

c. maintenance of the parking enforcement handheld equipment and signage.

Additionally, Contractor’s responsibilities will also include but will not be limited to any spare equipment not available for maintenance or repair. Contractor must provide identical replacement for items which have exceeded their useful life. Contractor can determine how many spare parts are needed per component.

All maintenance services provided by Contractor will be subject to City review, inspection, and verification. The City may review, inspect, and verify any activity and reporting requirements at any time without notice.

1.15 ENFORCEMENT VEHICLE SPECIFICATIONS

Contractor will provide Eight (8) parking enforcement vehicles. The vehicles will be equipped with LPR technology that can detect visible license plate data, both on-street and in off-street facilities, at a read rate of 98% while driving up to 25 MPH. The vehicles will be unused and acquired exclusively for use and enforcement of this contract. Should the City desire to re-new the contract option after 5 years of excellent service, contractor will acquire and provide Eight (8) new replacement vehicles for completion of the contract term.

City may approve alternative enforcement vehicles, such as bicycle or Segway, for any enforcement zone where automotive enforcement is not desired or an optimal solution.

The preference for enforcement vehicle power is petroleum-electric hybrid engines. Contractor may propose traditional petroleum powered vehicles if value is demonstrated to the City. The Contractor may not use vehicles with fully electric engines. The vehicles and LPR systems will be able to operate in inclement weather.

Contractor’s Mobile LPR units utilize vehicle mounted cameras that read and record visible license plate numbers as an enforcement vehicle is driven through the enforcement zones. Accurate reads of detected plates will be N = 90% for a full plate read, N-1 = 98% for license plate less 1 character, N-2 = 99% for license plate less 2 characters. The cameras use a series of algorithms to convert the photographic image of license plates into text data that can be compared with lists or databases of paid or permitted license plates, to determine if the vehicle has the right to park in that particular location at that particular time. A processor is installed in the vehicle’s trunk or in the floor, and a laptop is installed on the dashboard, between the front seats.

Contractor’s LPR software provided can integrate multi-space meter software, pay-by-cell software, permit software, and other databases such as PD, to not only identify paid and unpaid parkers, but also stolen or otherwise significant license plates. If the LPR camera reads a plate that is not recorded as registered or paid, or has been otherwise identified as searchable, an audible alarm sounds to alert the driver, who can then take the appropriate action.

Contractor’s Mobile LPR will be used to enforce time restricted parking, as the software time-stamps every image. The software can be programmed to identify license plates that parked beyond the time limits of that particular zone.

Off street surface lots utilize T2 Luke II meters currently on a pay-by-stall basis but are scheduled to transition to pay-by-plate method of operation in 2018. Contractor’s LPR enforcement of license plates as residential, business, or employee permits are a likely future condition. Registration will be available on-line,
and can be done 24/7. Permit holders can enter their own data. The permit software allows individuals to register more than one vehicle (for owners with multiple cars), while enforcement can restrict usage to one or more vehicle at a time. Permit parking can also be restricted to days, timeframes and even locations. The LPR system includes GPS monitoring to enable it to identify and segregate parking zones.

1.16 USE OF PARKING ENFORCEMENT VEHICLES

Contractor will manage, operate, and maintain the enforcement vehicles for parking enforcement duties only in accord with guidelines set forth by City. Contractor will not use the enforcement vehicles for purposes other than those required under the Agreement.

The City reserves the right to itself and others for supplementary and complimentary uses, including other revenue generating activities, at City’s sole discretion.

1.17 ENFORCEMENT HANDHELD UNITS

Contractor will provide up to twenty (20) parking enforcement handheld units as approved by City. Proposer will recommend their preferred brand of enforcement handhelds and describe the pros and cons of such unit in their submitted operational plan for City approval. Enforcement handhelds enable staff to generate automated parking citations. LPR identifies paid and unpaid license plates and communicates to enforcement citation handhelds. Enforcement handheld devices with two-way communications enable enforcement officers to receive data directly from MSM software, PbC software, and other peripherals such as back-end citation management systems and/or motor vehicle checks. All citation information can be sent in real time from the handheld to the courts and is available immediately as opposed to a batch mode process. PERs are able to work more efficiently because all violation data on handhelds is in real time. Supervisors can also monitor staff locations and progress. Enforcement handhelds that do not communicate in real time store all citation information in the device, and download it to the server at the end of the officers’ shift.

1.18 OUTSIDE CONTRACTS

Contractor agrees that if any need arises for sub-contracted services, Contractor will serve as prime to the City during the Term of the Agreement (“Outside Contracts”), Contractor will promptly discuss such Outside Contracts with the City.

At the City’s request, will make every effort efficiently and effectively manage sub-contractors. Contractor will provide the City with a copy of all agreements governing said Outside Contracts.

1.19 HOURS OF OPERATION

The City will reasonably determine the hours of operation, which may be revised from time-to-time by City. The City of Glendale generally enforces metered parking regulations from 6:00am to 10:00pm, Monday through Saturday in downtown Glendale. Sunday meter coverage includes two off-street surface lots and Brand Boulevard.

Metered parking throughout the Glendale Community College lots and streets is not enforced on weekends, while parking regulations are enforced in and around the Montrose Shopping Park on Saturdays from 9:00am to 6:00pm.

1.20 PARKING CITATION RATES

The parking citation fees charged by the City will be determined and regulated solely by the City with recommendations from Contractor.
Contractor will provide a “Market Survey and Analysis” of parking citation rates at neighboring comparable Cities for review on an annual basis throughout the Term and any extensions. The comparable Cities selected for the annual review will be chosen by the City as well as the timetable for the survey.

The analysis will include the citation fees charged by neighboring comparable Cities, as well as any recommended rate changes prescribed by Contractor and the supporting rationale for the recommended change.

1.21 REPORTING

Contractor will provide for accounting purposes, within fifteen (15) days after the end of each accounting month, a detailed written statement of revenue and expense incurred during the preceding month, including payroll rates and actual hours worked for assigned employees.

Monthly report will include a summary of Budget to Actual citations issued and expense comparison of line items and explanations for any variations from the approved Budget.

Contractor will also provide daily and monthly reports on maintenance, customer service, incident, accident, occupancy, complaints, and other performance reports as may be required by City.

Contractor will submit a detailed list of any other management reports reasonably deemed necessary by Contractor and City in accordance with the Agreement.

1.22 CUSTOMER COMPLAINTS

Contractor will have a methodology for handling customer complaints and reporting the nature and reasonable disposition to City. The methodology shall emphasize a very high level of customer service that includes prompt responses to complaints, and thorough, timely documentation of all respondent activity.

Additionally, the methodology will include an escalation matrix. The matrix shall have a “chain of command” approach beginning with the enforcement officers in the field. Unresolved issues shall be escalated to supervisors, then the project manager, and then the Contractor’s corporate offices.

The escalation matrix shall allow Contractor’s project manager to work directly with the Glendale Police Department or Department of Public Works Enforcement Supervisor as needed.

1.23 COST OF OPERATIONS

City will reimburse Contractor for those direct labor costs and inclusive expenses that are reasonably necessary for the efficient operation of the contracted services. Reimbursement of direct expenses will be only to the extent that same are actually paid or incurred by Contractor in the performance of its services for the Facilities, as proposed on Price Proposal Form and contained in the approved operating budget included in the Agreement.

Such fixed rate labor expenses will include the aggregate of salaries and wages, payroll taxes, workers' compensation insurance, health, welfare, pension, and retirement benefits and other funds that Contractor is required to pay in accordance with governmental regulations, a Collective Bargaining Agreement or Contractor’s employee benefits program for the personnel exclusively engaged in the management and operation of the Facilities, general liability and legal liability insurances, supplies, uniforms, general facilities maintenance, business license and related fees, and all other necessary and reasonable direct costs related to the services provided.
An hourly rate table breaking down such fixed rate labor expenses will be provided in the operational plan along with a description of benefits and details of expense prices. A plan summary of proposed Health and Welfare benefits will also be provided by proposer.

Notwithstanding the above, Contractor will invoice City for labor at the overtime premium rate only when overtime premium services have been specifically authorized in writing in advance by City. If an open position must be temporarily filled by Contractor with a fully trained parking enforcement employee not regularly assigned to the Facilities and the employee’s prior work schedule requires payment at an overtime premium rate, Contractor will compensate the employee at the appropriate rate of pay, but will invoice City only at the employee’s regular fully burdened rate of pay.

Fixed labor rate expenses will not include any payments to affiliates of Contractor exceeding an amount that would have been paid to a third-party for similar services, nor will operating expenses include Contractor’s general overhead expense or any of the following:

a. Administrative and related costs and expenses incurred in the operation of the Facilities or other operations of Contractor, as they are incurred in the general management of the affairs of the Facilities or Contractor’s other operations, including the monitoring of the operation and management of the Facilities;

b. Maintenance of the general books and records of Contractor;

c. Office supplies and equipment used by Contractor that are not used exclusively for the Facilities;

d. Payroll markups by Contractor, telephone, computer, data processing fees (excluding payroll processing fees), administrative mark-ups and/or travel expense related to the management of the Facilities (except for the direct cost of telephone located at the Facilities); and

e. The cost of compensation for any personnel above the level of Project Manager working at the Facilities in any capacity other than as a full or part-time employee with direct responsibility for the Facilities.

1.24 SIGNAGE

Contractor will not install any signage or modify any existing signage without City’s prior written consent, which City may give, deny, or condition in City’s sole discretion.

1.25 EMERGENCY PROCEDURES

In the event of a major emergency or natural or man-made disaster, Contractor shall make available its personnel, transportation, and communication resources for emergency assistance under direction of the Parking Manager or Director of Public Works. If such service requires hours in excess of the base requirement, the City will pay for the services on an overtime basis.

2.0 INFORMATION TECHNOLOGY

2.01 NETWORK SECURITY

Contractor’s proposed solution shall integrate with existing City parking applications for Duncan Solutions citation processing, permitting, and T2 Luke II multi-space-meters.
2.02 DATA STORAGE, ACCESS, AND OWNERSHIP

The data collected by Contractor will be stored in a server designated by the City.

The City will own all data collected, processed, and analyzed by the Contractor.

The City will have access to all digitally stored data at all times.

The City, at its sole discretion, may grant access to the data to a third party.

The Contractor may not use data collected in the City for purposes other than fulfillment of the Agreement without the approval of the City.

2.03 OPERATING SYSTEMS

All office computers used by Contractor for the fulfillment of the Agreement shall use Operating Systems (OS) that are licensed and within the OS’s interval of mainstream support.

The installation of OS service packs, updates, and patches must be scheduled and performed with minimal impact upon the enforcement operation.

In the event of critical OS failures, the Contractor shall, at its own expense, restore and replace the system.

2.04 SOFTWARE LICENSES

All software used by Contractor during the term of the Agreement shall be licensed on behalf of the City.

3.0 FIGURES

The figures on the following pages are provided for reference purposes.
Figure H-2: City of Glendale Downtown Parking Structures/Lots
Figure H-3: Glendale Community College Parking Lots
Figure H-4: Montrose Shopping Park Parking Lots
Figure H-5: Residential Parking District 1P11
Figure H-6: Residential Parking Districts 1P12 and 1P13
Figure H-7: Residential Parking Districts 1P14 and 1P15
Figure H-8: On-Street Parking Restrictions
Figure H-9: Street Sweeping Schedule Map

MONDAY
TUESDAY
WEDNESDAY
THURSDAY
FRIDAY
EXHIBIT “B”
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

“PROFESSIONAL LIABILITY” INSURANCE

1.1 Without limiting CONSULTANT’s liability and at its sole expense, CONSULTANT shall obtain, pay for, and maintain a Professional Liability insurance policy.

1.2 The Professional Liability policy must:

(A) Include “errors and omissions” coverage or “malpractice” coverage covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties;

(B) Afford “practice specific” or “project specific” coverage;

(C) Provide limits of liability in an amount not less than:

(1) ONE MILLION DOLLARS ($1,000,000) per claim; and

(2) TWO MILLION DOLLARS ($2,000,000) in the aggregate;

(D) Provide data breach expenses, in an amount not less than $1,000,000 and payable whether incurred by CITY or CONSULTANT, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for CITY or on behalf of CITY hereunder.

(E) Cover a claim or claims arising out of the performance of professional services by:

(1) CONSULTANT;

(2) CONSULTANT’s Subconsultant(s);

(3) Anyone whom CONSULTANT or its Subconsultant(s) directly or indirectly employs or uses; or

(4) Anyone whose acts CONSULTANT or its Subconsultant(s) may be liable; and

(F) Provide coverage for:

(1) The duration of this Agreement; and

(2) At least three (3) years after the Project’s completion:

(a) CONSULTANT shall obtain, pay for, and maintain an endorsement that adds an “extended reporting period” (“ERP”) or a “discovery” feature— to allow CITY to report a claim— for a period of not less than three (3) years following the initial policy’s expiration, or following CITY’s recordation of its “notice of completion” for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or
(b) CONSULTANT shall obtain, pay for, and maintain successive renewal or replacement policies (with “prior acts” coverage), for a period of three (3) years following the initial policy's expiration, or following CITY's recordation of its “notice of completion” for the Project, whichever date is later. Each policy must have a “retroactive date” that coincides with, or is earlier than, this Agreement's Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

1.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to CITY's review and approval, in its sole discretion.

1.4 CONSULTANT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

1.5 The policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. If a sub-limit applies to any elements of coverage, the certificate of insurance evidencing the coverage above must specify the coverage section and the amount of the sub-limit. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of ___3___ years thereafter for services completed during the term of the agreement. CITY shall be given at least 30 days notice of the cancellation or expiration of the aforementioned insurance for any reason.
“WORKERS’ COMPENSATION” INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain—and shall require each of its Subconsultants to obtain and maintain—for the duration of this Agreement:

(A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and

(B) Employer’s Liability insurance in an amount not less than:

(1) ONE MILLION DOLLARS ($1,000,000) per accident for bodily injury or disease;

(2) ONE MILLION DOLLARS ($1,000,000) per employee for bodily injury or disease; and

(3) ONE MILLION DOLLARS ($1,000,000) policy limit.

1.2 CONSULTANT shall provide CITY with a “certificate of insurance” and a subrogation endorsement, “Waiver of Our Right to Recover From Others”—on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative—which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.

1.3 CITY shall not be liable to CONSULTANT’s personnel, or anyone CONSULTANT directly or indirectly employs or uses, for a claim at law or in equity arising out of CONSULTANT’s failure to comply with this Agreement’s workers’ compensation insurance requirements.
EXHIBIT B (cont.)

INSURANCE REQUIREMENTS

PROFESSIONAL SERVICES AGREEMENT

“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insureds.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

(A) TWO MILLION DOLLARS ($2,000,000) per occurrence for bodily injury (including accidental death) to any one person;

(B) TWO MILLION DOLLARS ($2,000,000) per occurrence for personal and advertising injury to any one person;

(C) TWO MILLION DOLLARS ($2,000,000) per occurrence for property damage; and

(D) THREE MILLION DOLLARS ($3,000,000) general aggregate limit.

1.3 The liability insurance must include all major divisions of coverage and must cover:

(A) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable);

(B) Independent Contractors’ Protective Liability;

(C) Products and Completed Operations (maintain same limits as above until five (5) years after recordation of Notice of Completion);

(D) Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);

(E) Contractual Liability; and

(F) Broad Form Property Damage.

1.4 CONSULTANT shall provide CITY with a “certificate of insurance,” an “additional insured endorsement,” and a subrogation endorsement, “Waiver of Transfer to Rights of Recovery Against Others”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”
EXHIBIT B (cont.)

INSURANCE REQUIREMENTS

PROFESSIONAL SERVICES AGREEMENT

“BUSINESS AUTOMOBILE” LIABILITY INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain—a “Business Automobile” insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insureds.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

(A) TWO MILLION DOLLARS ($2,000,000) per occurrence for bodily injury (including accidental death) to any one person; and

(B) TWO MILLION DOLLARS ($2,000,000) per occurrence for property damage; or

(C) THREE MILLION DOLLARS ($3,000,000) combined single limit (“CSL”).

1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 CONSULTANT shall provide CITY with a “certificate of insurance” and an “additional insured endorsement,” and a subrogation endorsement, “Waiver of Transfer to Rights of Recovery Against Others”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”
EXHIBIT B (cont.)
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

GENERAL REQUIREMENTS

1.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

(A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance's “List of Surplus Line Insurers” (“LESLI”);

(B) It must be domiciled within, and organized under the laws of, a State of the United States; and

(C) It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.

1.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONSULTANT shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages' continuation.

1.3 A deductible or self-insured retention is subject to CITY’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

(A) The amount of the deductible, or self-insured retention, or both;

(B) Whether a limit of insurance has been lowered by any pending or paid claim; and

(C) The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in CONSULTANT’s insurance policy:

(A) If CONSULTANT’s insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:

(1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and

(2) Defend— and pay the costs of defending— CITY, or its representatives, or both;

(B) CONSULTANT’s insurance is primary;

(C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONSULTANT’s insurance;

(D) CITY’s insurance, or self-insurance, or both, will not contribute with CONSULTANT’s insurance policy;

(E) CONSULTANT and CONSULTANT’s insurance company waive— and shall not exercise— any right of recovery or subrogation that CONSULTANT or the insurer may have against CITY, or its representatives, or both;

(F) CONSULTANT’s insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company’s limits of liability;
CONSULTANT’s insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and

CITY is not liable for a premium payment or another expense under CONSULTANT’s policy.

At any time during the duration of this Agreement, CITY may do any one or more of the following:

- Review this Agreement’s insurance coverage requirements; or
- Require that CONSULTANT:
  - Obtain, pay for, and maintain more or less insurance depending on CITY’s assessment of any one or more of the following factors:
    - CITY’s risk of liability or exposure arising out of, or in any way connected with, the services of CONSULTANT under this Agreement;
    - The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONSULTANT under this Agreement; or
    - The availability, or affordability, or both, of increased liability insurance coverage;
  - Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
  - Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY’s investigation, administration, or defense of a claim or a suit arising out of this Agreement.

CONSULTANT shall maintain the insurance policy without interruption, from the Project’s commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONSULTANT must maintain after the Final Payment.

CONSULTANT’s insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy’s or the self-insurance program’s cancellation, termination, non-renewal, or reduction in coverage.

CONSULTANT shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy’s expiration, cancellation, termination, or non-renewal, CONSULTANT shall deliver to CITY evidence of the required coverage as proof that CONSULTANT’s insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement’s insurance requirements.

At any time, upon CITY’s request, CONSULTANT shall furnish satisfactory proof of each type of insurance coverage required—including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONSULTANT’s self-insurance program—all in a form and content acceptable to the City Attorney or City’s Risk Manager.

If CONSULTANT hires, employs, or uses a Subconsultant to perform work, services, operations, or activities on CONSULTANT’s behalf, CONSULTANT shall ensure that the Subconsultant:

- Meets, and fully complies with, this Agreement’s insurance requirements;
(B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and

(C) Furnishes CITY, at any time upon its request, with a complete copy of the Subconsultant’s insurance policy or policies for CITY’s review, or approval, or both.

1.11 CONSULTANT’s failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONSULTANT’s performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONSULTANT.
EXHIBIT B (cont.)
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

1.1 CONSULTANT shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONSULTANT signs and delivers the Agreement to CITY, CONSULTANT also shall deliver:

(A) A “certificate of insurance” for each required liability insurance coverage;

(B) Provide “General Liability/Automobile Liability Additional Insured Endorsement”, unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;

(C) A subrogation endorsement, “Waiver of Transfer to Rights of Recovery Against Others,” for Commercial General Liability and Auto Liability coverage or Businessowners Liability coverage;

(D) A “certificate of insurance” for Workers’ Compensation insurance; or

If CONSULTANT is self-insured for workers’ compensation, a copy of the “Certificate of Consent to Self-insure” from the State of California; or

If CONSULTANT is lawfully exempt from workers’ compensation laws, an “Affirmation of Exemption from Labor Code §3700” form;

(E) A subrogation endorsement, “Waiver of Our Right to Recover From Others,” for Workers’ Compensation coverage; and

(F) A complete copy of CONSULTANT’s Professional Liability insurance policy, including all forms and endorsements attached to it.

1.2 CITY will neither sign this Agreement nor issue a “Notice to Proceed” until the City Attorney or City’s Risk Manager has reviewed and approved the insurance documents. CITY’s decision as to the acceptability of all insurance documents is final. Unless CONSULTANT obtains CITY’s written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate’s or an endorsement’s form and content, or both.

INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

2.1 This Agreement’s insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.
EXHIBIT “C”
SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT No. __________

BETWEEN THE CITY OF GLENDALE

AND

CONTRACTOR

THIS AGREEMENT (“Agreement”), effective ______________, 2018__ (“Effective Date”), is between the City of Glendale ("CITY"), a municipal corporation, and ______________("CONTRACTOR"), a California corporation (collectively, “PARTIES” or individually, “PARTY”).

RECITALS

A. CITY is a public entity organized and existing under its Charter and the State of California’s Constitution.

B. CONTRACTOR represents that CONTRACTOR is, and will continue to be for this Agreement’s duration, a California corporation in good standing who employs persons who are duly registered or licensed to practice in the State of California.

C. CONTRACTOR possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement’s tasks in a professional and competent manner.

D. CONTRACTOR desires to furnish and perform professional services for CITY, on the terms and conditions described in this Agreement. CONTRACTOR has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

AGREEMENT

THEREFORE, CITY engages CONTRACTOR’s services, and in consideration of the PARTIES’ mutual promises, the PARTIES agree as follows:

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which CITY and CONTRACTOR have entered into this Agreement. CITY and CONTRACTOR acknowledge the Recitals’ accuracy and, therefore, incorporate them into this Agreement.

2.0 TERM

.1. This Agreement’s Term is five (5) years beginning on __________ and ending on ___, with the option to extend five (5) years, unless this Agreement ends sooner according to the terms elsewhere in this document.

3.0 SERVICES

3.1. Scope of Work. CONTRACTOR shall provide Parking Enforcement Services (“the Services”) as requested in the City of Glendale Request for Proposals for Parking Enforcement
Services dated _____________ ("CITY’s RFP") attached hereto as Exhibit “A” and by this reference incorporated herein; and as responded to in CONTRACTOR’s Proposal for Parking Enforcement Services dated ______________ ("CONTRACTOR’s Proposal") attached hereto as Exhibit “B” and by this reference incorporated herein.

3.2. **Written Authorization.**

(A) CONTRACTOR shall not make changes in the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from CITY. If CONTRACTOR provides additional services or materials without written authorization, or if CONTRACTOR exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONTRACTOR proceeds at CONTRACTOR’s own risk and without payment.

(B) CITY will authorize CONTRACTOR to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by CITY’s Project Manager, is a prerequisite for CONTRACTOR to proceed with each task. Each Task Order will specify a not-to-exceed price and a schedule for completion of the task. CONTRACTOR shall not exceed the not-to-exceed price in each Task Order. Issuance of a Task Order neither authorizes CONTRACTOR to incur expenditures in excess of the Maximum Cost, nor relieves CONTRACTOR from its responsibility for completing all of the Services within the Maximum Cost.

3.3. **Professional Standard of Care.** During this Agreement’s Term:

(A) CONTRACTOR and its subcontractors, employees, and agents (collectively, “CONTRACTOR PARTIES”) shall perform all of the Services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

(B) CONTRACTOR PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONTRACTOR PARTIES’ profession currently practicing in California. By delivering the completed work, CONTRACTOR PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONTRACTOR PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

(D) When the Scope of Work requires or permits CITY’s review, approval, conditional approval, or disapproval, CONTRACTOR acknowledges that CITY’s review, approval, conditional approval, or disapproval:

1. Is solely for the purposes of administering this Agreement and determining whether CONTRACTOR is entitled to payment for its Services;
(2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility—professional or otherwise—for the Services or CONTRACTOR’s work product;

(3) Does not relieve CONTRACTOR of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and

(4) Does not relieve CONTRACTOR from liability for damages arising out of CONTRACTOR’s: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONTRACTOR and at no cost to CITY, CONTRACTOR shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

4.0 TIME FOR PERFORMANCE

4.1. This Agreement’s Term is five years, beginning on the Effective Date, with the option to renew for one additional five year term, solely at the discretion of the Director of Public Works.

4.2. If the Scope of Work calls for performance of the Services in phases or discrete increments, CONTRACTOR shall not proceed from one phase or increment to the next without written authorization from CITY’s Project Manager.

4.3. Force Majeure. If an event or condition constituting a “force majeure”—including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster—prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY’s control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

5.0 PERSONNEL

5.1. Project Management. Each PARTY shall appoint a Project Manager. The Project Managers shall meet as needed to coordinate, review, and ensure CONTRACTOR’s performance under this Agreement. CITY’s Project Manager will oversee the administration of CONTRACTOR’s tasks under this Agreement.

5.2. Key Personnel. CONTRACTOR’s project team shall work under the direction of the following key personnel identified in Exhibit “A. CONTRACTOR shall minimize changes to its key personnel. CITY may request key personnel changes, and CITY may review and approve key personnel changes proposed by CONTRACTOR. CITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. Use of Agents or Assistants. With CITY’s prior written approval, CONTRACTOR may employ, engage, or retain the services of persons or entities (“Subcontractor that CONTRACTOR may deem proper to aid or assist in the proper performance of CONTRACTOR’s duties. CITY is an intended beneficiary of all work that the Subcontractor perform for purposes of establishing a duty of care between the Subcontractor and CITY. CONTRACTOR is as responsible for the performance of its Subcontractor as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred
by the Subcontractor are chargeable directly to CONTRACTOR. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONTRACTOR.

5.4. **Independent Contractor.**

(A) CONTRACTOR understands and acknowledges that CONTRACTOR is an independent contractor, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONTRACTOR is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers’ compensation; training; permits and licenses; and office space for CONTRACTOR and for CONTRACTOR’s employees and Subcontractor’s. CONTRACTOR has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONTRACTOR uses in performing the Services under this Agreement. CONTRACTOR shall provide the Services in CONTRACTOR’s own manner and method, except as this Agreement specifies. CONTRACTOR shall treat a provision in this Agreement that may appear either to give CITY the right to direct CONTRACTOR as to the details of doing the work, or to exercise a measure of control over the work, as giving CONTRACTOR direction only as to the work’s end result.

(B) CONTRACTOR shall indemnify, defend (including CONTRACTOR’s providing and paying for legal counsel for CITY), and hold harmless CITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers’ compensation payment that CITY may be required to make on behalf of CONTRACTOR, an employee of CONTRACTOR, or any employee of CONTRACTOR construed to be an employee of CITY, for the work done under this Agreement.

5.5. **Non-Discrimination in Employment.** CONTRACTOR shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONTRACTOR represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONTRACTOR prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards—including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 et seq.) and Title 24 of the California Code of Regulations—when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONTRACTOR possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONTRACTOR’s sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONTRACTOR, at its expense, shall indemnify, defend (including CONTRACTOR’s providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers’ Compensation.** CONTRACTOR understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers’ compensation liability, employees solely of CONTRACTOR and not of CITY. In performing the Services or the work under this
Agreement, CONTRACTOR is liable for providing workers’ compensation benefits to CONTRACTOR’s employees, or anyone whom CONTRACTOR directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONTRACTOR’s failure to comply with this Paragraph.

6.0 FACILITIES

6.1. CONTRACTOR shall provide all facilities necessary to fully perform and complete the Services. If CONTRACTOR needs to use a CITY facility, CONTRACTOR shall meet and confer with CITY before CONTRACTOR begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONTRACTOR, and in an amendment to this Agreement, the PARTIES shall describe the facility’s terms of use and its charges.

6.2. CONTRACTOR shall pay for any damage to CITY property, facilities, structures, or streets arising out of CONTRACTOR’s use, occupation, operation, or activities in, upon, under, or over any portion of them.

7.0 PAYMENT

7.1. CITY’s payment to CONTRACTOR will be based upon CONTRACTOR’s Fee Schedule, which is attached as “Exhibit D” to this Agreement and is incorporated into it by this reference. Except as itemized in the Fee Schedule, CONTRACTOR shall pay for all expenses, including reimbursable or out-of-pocket expenses that CONTRACTOR incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement’s Term.

7.2. Fee. CITY shall pay for the Services that CONTRACTOR performs in accordance with this Agreement at the hourly rate(s) specified in “Exhibit B,” the TOTAL amount of which is not to exceed ______________ dollars ($).

7.3. If CITY requires additional work not included in this Agreement, CONTRACTOR and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.4. Maximum Cost. CONTRACTOR expressly acknowledges that the total cost to complete all tasks set forth in “Exhibit A” must not exceed __________ dollars ($) ("Maximum Cost"). When CONTRACTOR has billed 75% of the Maximum Cost, CONTRACTOR shall provide written notice to CITY’s Project Manager that CONTRACTOR has expended 75% of the Maximum Cost.

7.5. Taxes. CONTRACTOR shall pay all applicable (federal, state, county, local, CITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONTRACTOR’s services under this Agreement.

7.6. Invoices. CONTRACTOR shall submit an original, itemized invoice to CITY for approval, before receiving compensation. CONTRACTOR shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs.

8.0 AUDITS BY CITY
8.1. During this Agreement’s Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONTRACTOR shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONTRACTOR’s performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONTRACTOR’s performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this Agreement.

9.0 DATA, RECORDS, PROPRIETARY RIGHTS

9.1. Copies of Data. CONTRACTOR shall provide CITY with copies or originals of all data that CONTRACTOR generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONTRACTOR generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, CITY.

9.2. Ownership and Use.

(A) Unless CITY states otherwise in writing, each document—including, but not limited to, each report, draft, record, drawing, or specification (collectively, “work product”)— that CONTRACTOR prepares, reproduces, or causes its preparation or reproduction for this Agreement is CITY’s exclusive property.

(B) CONTRACTOR acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONTRACTOR makes no representation of the work product’s application to, or suitability for use in, circumstances not contemplated by the Scope of Work.


(A) If CONTRACTOR uses or incorporates patented, trademarked, or copyrighted work, ideas, or products—in whole or in part—into CONTRACTOR’s work product, CONTRACTOR represents that:

(1) CONTRACTOR holds the patent, trademark, or copyright to the work, idea, or product; or

(2) CONTRACTOR is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in CITY. CONTRACTOR waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONTRACTOR shall indemnify, defend (including CONTRACTOR’s providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.
9.4. **Confidentiality.** CONTRACTOR shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of CONTRACTOR’s Scope of Work. Without CITY’s prior written authorization, CONTRACTOR shall not disclose or publish—or authorize, permit, or allow others to disclose or publish—data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONTRACTOR or to which CONTRACTOR has access.

9.5. **Public Records Act.**

(A) CONTRACTOR acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 et seq.), including its exemptions. CONTRACTOR acknowledges that CITY has no obligation to notify CONTRACTOR when a request for records is received.

(B) CONTRACTOR shall identify in advance all records, or portions of them, that CONTRACTOR believes are exempt from production under the Public Records Act.

(C) If CONTRACTOR claims a privilege against public disclosure or otherwise objects to the records’ disclosure, then:

1. CONTRACTOR may, when notified by CITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or

2. CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(D) If CONTRACTOR fails to identify one or more protectable documents, in CITY’s sole discretion, and without its being in breach of this Agreement or its incurring liability to CONTRACTOR, CITY may produce the records—in whole, in part, or redacted—or may decline to produce them.

(E) CONTRACTOR shall indemnify, defend (including CONTRACTOR’s providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY’s refusal to publicly disclose one or more records that CONTRACTOR identifies as protectable, or asserts is protectable.

10.0 **CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS**

10.1. **Conflict of Interest.** CONTRACTOR represents and certifies that:

(A) CONTRACTOR’s personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONTRACTOR will not employ or hire a CITY officer, agent, employee, representative, or elected official during this Agreement’s Term;

(C) CITY’s officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement’s Term, CONTRACTOR will inform CITY about any possible conflict of interest that may arise as a result of any change in circumstances.
10.2. **Campaign Contributions.**

(A) CONTRACTOR and its Subcontractors shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on CONTRACTOR’s and its Subcontractors’ ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:

(1) A CONTRACTOR (including a subcontractor)— who has a contract with the City of Glendale, Glendale Successor Agency, or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of $50,000 or more, or a combination or series of contracts having a value of $50,000 or more; and

(2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a CONTRACTOR (or a subcontractor) has provided a campaign contribution.

(B) CONTRACTOR acknowledges that even if the Maximum Cost in Paragraph 7.4 of this Agreement is less than $_________, CONTRACTOR still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:

(1) CONTRACTOR and CITY amend the Scope of Work in this Agreement which increases the Maximum Cost to equal or exceed $_______; or

(2) CITY, Glendale Successor Agency, or the Housing Authority awards CONTRACTOR another contract which has a total anticipated or actual value of $__________ or more, or awards CONTRACTOR a combination or series of contracts which have a value of $______________, or more.

(C) CONTRACTOR represents and certifies that:

(1) CONTRACTOR has read and fully understands the provisions of Municipal Code Section 1.10.060;

(2) CONTRACTOR will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and

(3) CONTRACTOR shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

11.0  INSURANCE

11.1. When CONTRACTOR signs and delivers this Agreement to CITY, and during this Agreement’s Term, CONTRACTOR shall furnish CITY with insurance forms that fully meet the requirements of—and contain provisions entirely consistent with—all of the “Insurance Requirements,” which are attached as “Exhibit C” to this Agreement and are incorporated into it by this reference.

11.2. This Agreement’s insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

12.0 INDEMNITY

12.1. To the maximum extent permitted by law—including, but not limited to, California Civil Code Section 2778—CONTRACTOR, its employees, agents, Subcontractors, and persons whom CONTRACTOR employs or hires (individually and collectively, “CONTRACTOR INDEMNITOR”) shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, “CITY INDEMNITEE”) from and against a “liability” [as defined in Subparagraph (A) below], or an “expense” [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to an act, error, or omission of CONTRACTOR INDEMNITOR:

(A) “Liability” means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the liability is:

(1) Actual or alleged;

(2) In contract or in tort; or

(3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) “Expense” means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

(1) Attorney’s fees;

(2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;

(3) Fees of an accountant, expert witness, CONTRACTOR, or other professional; or

(4) Pre or post: judgment interest or settlement interest.

12.2. Under this Article, CONTRACTOR INDEMNITOR’s defense and indemnification obligations:

(A) Apply to a liability, or an expense, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a liability, or an expense, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a CITY INDEMNITEE.

12.3. To the extent that CONTRACTOR INDEMNITOR’s insurance policy provides an upfront defense to CITY, CONTRACTOR INDEMNITOR’s obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONTRACTOR INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE;
(B) Occurs when a claim, suit, complaint, pleading, or action against a CITY INDEMNITEE arises out of, pertains to, relates to, or asserts an act, error, or omission of CONTRACTOR INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONTRACTOR INDEMNITOR.

12.4. Paragraph 12.3 does not limit or extinguish CONTRACTOR INDEMNITOR’s obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a liability, or an expense, or both. A CITY INDEMNITEE’s right to recover defense costs and attorney’s fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE’s first:

(A) Requesting that CONTRACTOR INDEMNITOR provide a defense to the CITY INDEMNITEE; or

(B) Obtaining CONTRACTOR INDEMNITOR’s consent to the CITY INDEMNITEE’s tender of defense.

12.5. If CONTRACTOR subcontracts all or any portion of the Services under this Agreement, CONTRACTOR shall provide CITY with a written agreement from each Subcontractor, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.

12.6. CONTRACTOR INDEMNITOR’s obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONTRACTOR INDEMNITOR whether the liability, or the expense, or both, accrues— or is discovered— before or after this Agreement’s expiration, cancellation, or termination.

12.7. Except for Paragraph 12.3, this Article’s indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. Default. Default under this Agreement occurs upon any one or more of the following events:

(A) CONTRACTOR refuses or fails— whether partially, fully, temporarily, or otherwise— to:

(1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;

(2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
(3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONTRACTOR, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

(1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;

(2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;

(3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;

(4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONTRACTOR:

(1) Or another party for or on behalf of CONTRACTOR: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;

(2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY’s written authorization;

(3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY’s written authorization;

(4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONTRACTOR’s behalf, is convicted under state or federal law, during this Agreement’s Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. Notice of Default. If CITY deems that CONTRACTOR is in Default, or that CONTRACTOR has failed in any other respect to satisfactorily perform the Services specified in this Agreement, CITY may give written notice to CONTRACTOR specifying the Default(s) that CONTRACTOR shall remedy within 30 days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. Remedies upon Default. Within 30 days after receiving CITY’s Notice of Default, if CONTRACTOR refuses or fails to remedy the Default(s), or if CONTRACTOR does not commence steps to remedy the Default(s) to CITY’s reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONTRACTOR has corrected the Default;
(B) CITY may provide for the Services either through its own forces or from another CONTRACTOR, and may withhold any money due (or may become owing to) CONTRACTOR for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONTRACTOR under this Agreement, which in CITY’s sole determination, are sufficient to secure CONTRACTOR’s performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

(1) Seeking CONTRACTOR’s specific performance of all or any part of this Agreement; or

(2) recovering damages for CONTRACTOR’s Default, breach, or violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

13.4. Termination for Convenience. Independent of the remedies provided in Paragraph 13.3, CITY may elect to terminate this Agreement at any time upon 30 days’ prior written notice. Upon termination, CONTRACTOR shall receive compensation only for that work which CONTRACTOR had satisfactorily completed to the termination date. CITY shall not pay CONTRACTOR for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement’s termination.

14.0 GENERAL PROVISIONS

14.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONTRACTOR nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY’s and CONTRACTOR’s signature.

14.2. Interpretation. This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement’s language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

(1) The Agreement.

(2) Exhibit A (CITY’s RFP).

(3) Exhibit B (CONTRACTOR’s Proposal).

(4) Exhibit C (Insurance Requirements).
14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. **Governing Law.** California’s laws govern this Agreement’s construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If either PARTY fails to require the other to perform any term in this Agreement, that failure does not prevent the PARTY from later enforcing that term, or any other term. If either PARTY waives the other’s breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement’s duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY’s exercise of any one of them.

14.6. **Attorney’s Fees.** If CITY or CONTRACTOR brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the “prevailing party” is entitled to “reasonable attorney’s fees” in addition to any other relief to which the prevailing party may be entitled. A “prevailing party” has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). “Reasonable attorney’s fees” of the City Attorney’s office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney’s services were rendered.

14.7. **Further Assurances.** Upon CITY’s request at any time, CONTRACTOR shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement’s intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONTRACTOR. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONTRACTOR, and are not for the benefit of another person, entity, or organization. Without CITY’s prior written authorization, CONTRACTOR shall not do any one or more of the following:

(1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or

(2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.
(B) Any actual or attempted assignment of rights or delegation of duties by CONTRACTOR, without CITY’s prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONTRACTOR’s duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONTRACTOR’s assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.**

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONTRACTOR acknowledges that this Agreement’s time limits and deadlines are reasonable for CONTRACTOR’s performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to “day” or “days” means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California’s Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

14.11. **Recycled Paper.** CONTRACTOR shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall use the following delivery method:

1. Personal delivery;
2. U.S. mail, first class postage prepaid;
3. “Certified” U.S. mail, postage prepaid, return receipt requested;
4. Facsimile; or
5. Email.

(B) All written notices or correspondence done in the manner described in Subparagraph (A) above with the street address or place, facsimile number, or email address listed in Subparagraph (C) below will be presumed “given” to a PARTY on whichever date occurs earliest:

1. The date of personal delivery;
2. The third (3rd) business day following deposit in the U.S. mail, when sent by “first class” mail;
3. The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by “certified” mail; or
(4) The date of transmission, when sent by facsimile or email.

(C) CITY and CONTRACTOR designate the following contact person, street address or place, telephone or facsimile number, or email address for giving notice.

CITY: City of Glendale
633 East Broadway Room 205
Glendale, CA 91206
Attn: Tad Dombroski, Parking Manager
Tel. No.: 818-548-3945
Fax. No.: 818-242-7087
Email: tdombroski@glendaleca.gov

CONTRACTOR:

Name
Address
City, State, Zip
Attn:
Tel No.
Fax
Email

(D) At any time, by providing written notice to the other PARTY, CITY or CONTRACTOR may change the contact information listed in Subparagraph (C) above.


14.14. Severability. The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement’s remaining terms.

14.15. Counterparts. This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. Representations – Authority. The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

(C) They have executed this Agreement on the date opposite their signature.
Executed at Glendale, California.

CITY OF GLENDALE:

By ____________________________ Date: ____________________, 20__

(Name) ____________________________

(Title) ____________________________

CONTRACTOR:

By ____________________________ Date: ____________________, 20__

(Name) ____________________________

(Title) ____________________________

APPROVED AS TO FORM:

________________________________  __________

        City Attorney          Date
FORM “A”
PROPOSAL LETTER

CONTRACTOR ______________________
Bus. Address: ______________________

Tel. No.: _________________________
Fax. No.: _________________________
Email Address: ____________________

Mr. Tad Dombroski
Parking Manager, Parking Services
City of Glendale
633 E. Broadway, Room 205
Glendale, CA 91206-4385

In response to the Request for Proposal (“RFP”) for City of Glendale’s Parking Enforcement Services RFP, we the undersigned hereby declare that we have carefully read and examined the RFP documents including any addenda issued during the proposal period, and hereby propose to perform and complete the work as required.

If its proposal is accepted for final selection, the undersigned agrees to negotiate in good faith with City toward a final Agreement containing such material business and legal deal points as set forth in the Proposal and as negotiated by the parties.

If awarded, the undersigned agrees to execute a formal Agreement within ten (10) calendar days following the Notice to Proceed, and will deliver to the City prior to the execution of the Agreement the necessary bonds, certificates of insurance and endorsements.

Contractor represents that the following person is authorized to negotiate on behalf of the Firm or Agency with the City in connection with this RFP:

___________________________________________________________________________________
(Name)                           (Title)                    (Mailing Address)                                      (Phone)

The undersigned certifies that he/she has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that this proposal is accurate; and that he/she has carefully checked all words, figures and statements made in the proposal requirements and that he/she has satisfied himself/herself with respect to other matters pertaining to the proposal which in any way affect the work or the costs thereof. The undersigned hereby agrees that the City will not be responsible for any errors or omissions contained in these RFP documents.
FORM “A”

The undersigned further certifies under penalty of perjury that this RFP is genuine and not a sham or collusive, or made in the interest of or on behalf of any person, firm or corporation not herein named; that the Contractor has not directly nor indirectly induced or solicited any other Contractor to put up a sham proposal, or any other person, firm or corporation to refrain from proposing, and that the Contractor has not in any manner sought by collusion to secure to himself/herself any advantage over other Contractors.

The undersigned being cognizant of the pages, documents and exhibits contained herein agree to provide the City with the services described in the proposal specifications and agreement documents.

By:

<table>
<thead>
<tr>
<th>(Authorized Signature)</th>
<th>(Authorized Signature)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Type or Print Name)</td>
<td>(Type or Print Name)</td>
</tr>
<tr>
<td>(Title)</td>
<td>(Title)</td>
</tr>
</tbody>
</table>
FORM “B”
REFERENCES

The Contractor shall submit at least three (3) municipalities in similar size and population where similar parking enforcement services have been rendered

1. Agency Name: _______________________________ Phone Number: _______________
   Address: _________________________________________________________________
   Contract Award Date: _________________ Contract Completion Date: _______________
   Contact Name/Title: ________________________________________________________
   Number of Citations Issued Per Year: _________________________________________
   Description of Services Provided: _____________________________________________

2. Agency Name: _______________________________ Phone Number: _______________
   Address: _________________________________________________________________
   Contract Award Date: _________________ Contract Completion Date: _______________
   Contact Name/Title: ________________________________________________________
   Number of Citations Issued Per Year: _________________________________________
   Description of Services Provided: _____________________________________________

3. Agency Name: _______________________________ Phone Number: _______________
   Address: _________________________________________________________________
   Contract Award Date: _________________ Contract Completion Date: _______________
   Contact Name/Title: ________________________________________________________
   Number of Citations Issued Per Year: _________________________________________
   Description of Services Provided: _____________________________________________

By signing below, I understand that the information above may be used by City representative(s) to obtain information regarding contract performance and other services rendered.

Dated this day ____of _____________, 20__

______________________________________________
(Authorized Signature)                        Title
FORM “C”

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

A. How many years has your organization been in business?

B. If your organization is a corporation or a limited liability company, answer the following:
   1. Date of incorporation/organization,
   2. State of incorporation/organization:
   3. Corporate ID number:
   4. Names, addresses, and phone numbers of all Corporate Officers:
   5. Agent for Service of Process:

C. If your organization is a partnership, answer the following:
   1. Date of organization/formation:
   2. Type of partnership (if applicable):
   3. Name(s) address and telephone number of general partner(s):

D. If your organization is individually owned, answer the following:
   1. Date of organization:
   2. Name, address, and telephone number of owner:

E. Claims and Suits (If the answer to any of the questions below is yes, please attach details.)
   1. Has your organization ever been debarred or disqualified from bidding by any state, county, or local government agencies? If so, please explain:
   2. Has your organization ever been assessed liquidated damages by any state, county, or local government agencies? If so, please explain.
   3. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
   4. Has your organization filed any lawsuits or requested arbitration within the last five (5) years?
   5. Have you or, if Contractor is a corporation, any principal of the corporation ever been convicted of a felony? If your answer is “Yes”, please explain the details of that conviction and, if so, whether you or said officer have served his or her sentence.
   6. Have you or your company ever been charged by any governmental agency for failure to follow safety procedures? If so, please explain.
   7. Has any governmental agency ever submitted a complaint against you to the California State Labor Commission for failure to submit certified payrolls? If your answer is “Yes”, please provide the details of such complaint.

We/I declare under penalty of perjury that the foregoing is true and correct.

Dated this day _____ of _____________, 20__

Name of Company: ____________________________________

By: ________________________________________________

Title:________________________________________________
FORM “D”
PUBLIC RECORDS/REDACTION LETTER

Date

Mr. Tad Dombroski
Parking Manager
Public Works, Parking Services
City of Glendale
633 East Broadway, Suite 205
Glendale, CA 91206

Re: Parking Enforcement RFP by

Dear Mr. Dombroski:

We have reviewed the above proposal in detail and have provided you with specific redactions, as attached. The remaining portions of the proposal we find acceptable for disclosure. We have taken care only to redact those aspects of the proposal which represent Trade Secrets of our company, _________________, in accordance with California law.

Section 6254.7(d) of the California Government Code provides:

(d) Except as otherwise provided in subdivision (e) and Chapter 3 (commencing with Section 99150) of Part 65 of the Education Code, trade secrets are not public records under this section. "Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

Section 3426, of the Uniform Trade Secrets Act also defines a Trade Secret as follows:

d) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that:
   (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
   (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
FORM “D”

The information deleted from the attached are our processes, methods, and techniques of performance of these particular scopes of work. These processes and methods are not generally known to the public would be of great value to any of our competitors. Also, while we understand the total pricing for this project to be a public record, the specific pricing of each particular scope of work or subset of work would give a competitor an insight into our pricing processes and patterns and give them an economic advantage in competitive bidding. Therefore, our refusal to grant access to this information is reasonable under these circumstances.

As further, we agree to indemnify, defend, and hold harmless the City of Glendale from and against all claims, lawsuits, damages, costs, and attorney fees brought against the City of Glendale by any party making a request therefor, for the City’s refusal to disclose any material arising out of the redaction.

Sincerely,

(Authorized Signature) (Authorized Signature)

(Type or Print Name) (Type or Print Name)

(Title) (Title)
FORM “E”
CONTRACTOR'S AFFIDAVIT OF NONCOLLUSION

I, ____________________________________ under penalty of perjury, state as follows:

1. That I am the ________________________ (Title of office if a corporation: "sole owner," "Partner," or other proper title) of __________________________________, (hereinafter called "Contractor") who has submitted to the City of Glendale a Proposal for the PARKING ENFORCEMENT SERVICES;

2. That said Proposal is genuine; that the same is not sham; that all statements of fact therein are true;

3. That said Proposal is not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed;

4. That Contractor did not, directly or indirectly induce, solicit, agree, collude, conspire or contrive with anyone else to submit a false or sham proposal, to refrain from proposing, or withdraw his/her proposal, to raise or fix the proposal price of Contractor or of anyone else, or to raise or fix any overhead profit, or any cost element of Contractor’s price or the price of anyone else; and did not attempt to induce action prejudicial to the interests of the City of Glendale, or of any other contractor, or anyone else interested in the proposed Agreement;

5. That the Contractor has not in any manner sought by collusion to secure for himself/herself/itself an advantage over any other contractor or induce action prejudicial to the interests of the City of Glendale or of any other contractor, or anyone else interested in the proposed Agreement;

6. That the Contractor did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Glendale, or to any person or persons who have partnership or other financial interest with said Contractor in his/her business.

We/I declare under penalty of perjury that the foregoing is true and correct.

Dated this               day of                                                               , 20

Name of Company: ____________________________________

By: ______________________________________________

Title: ______________________________________________
FORM “F”
PERFORMANCE STANDARDS / LIQUIDATED DAMAGES

The selected firm, in its Proposal, has committed to providing a broad variety of parking enforcement services. It is expressly understood that the experience, knowledge, capability and reputation of the selected firm, and the selected firm's commitment to provide parking enforcement services are a substantial inducement for City to enter into a professional services agreement with the selected firm. Therefore, in the event the City observes the selected firm's inability to meet its commitments made in relation to furnishing these parking enforcement services, certain damages will incur and shall apply to payments due to the selected firm. Performance standards will be consistent with that level of care and skill ordinarily exercised by members of Contractor’s profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor’s work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence. The City proposes the following performance standards / liquidated damages clause as a condition of a contract awarded to the selected firm. The City may withhold from any monies payable on account of services performed by the Contractor any accrued performance standards / liquidated damages. The Contractor will be responsible for adhering to the City’s Parking Enforcement Performance Standards / Liquidated Damages, listed below:

1. Voided Parking Citations

Any parking citations that are deemed inappropriate during or immediately after issuance may be voided by the Parking Enforcement Supervisor. The City will charge $5.00 per citation issued and subsequently voided for all citations that are voided irrespective of the cause, if the overall voided citation quantity exceeds 10% of citations issued.

2. Dismissed Violations due to Officer Error

If a Citation is dismissed at any stage of citation contest due to Officer error, the City may deduct an administrative fee of $25.

3. Care of City-Owned Equipment

The Contractor’s employees shall be responsible for all City-owned equipment they are assigned to perform their Contract duties. The Contractor will be responsible for the full replacement and/or repair costs for any equipment that is lost, damaged, or stolen while being used by Contract employees plus 15% surcharge.

4. Unavailable Equipment

Contractor shall be responsible for maintaining all equipment including but not limited to vehicles, LPR equipment, citation issuance hardware, software, and printers. If there is any equipment not available for use as intended, the Contractor may be subject to a charge of up to $500 per day.

5. Customer Service

Contractor’s employees shall conduct themselves in a professional and courteous manner at all times. Contractor shall investigate and take appropriate action for all customer complaints regarding the contracted employees (including improper use of equipment), conduct an investigation of the complaint, and report their findings to the City in a timely manner. The City may conduct audits...
each month (not to exceed thirty-six (36) per contract year) to determine Contractor staff’s compliance with City procedures for parking enforcement services. For each failed audit, the City shall deduct $2,500.00 from the Contractor’s next invoice.

6. **On-Time Performance**

Contractor shall make every effort to keep all posts filled at all times. Any unfilled posts without City approval may be subject to a charge of $2,500/shift. Contractor is not allowed to compensate for an un-filled post by assigning more personnel at other posts and at other shifts.

7. **Key Personnel Retention**

The “Key Personnel”, as outlined in Section 1.08, are crucial to the day-to-day operations which will be provided under this contract. The City is requiring these personnel be dedicated solely to this project for the term of the agreement. If any “Key Personnel”, as outlined in Section 1.08, are reassigned or promoted to another position by the Contractor, without City consent, during the term of the agreement, the City shall deduct $10,000.00 from the Contractor’s next invoice.

I hereby certify that I have read and understood the proposed Performance Standards / Liquidated Damages above, and agree to its inclusion in a contract awarded to my firm.

______________________________
SIGNATURE

______________________________
PRINT NAME
FORM G
PRICE PROPOSAL FORM

Proposer Name: ________________________________________________________________

Contract Parking Enforcement Services
The Contractor will provide a proposed budget, itemized by expense, and equipment list stated as a fixed fee for hourly labor reimbursement. Fully burdened labor and direct costs should be identified by and rolled up into a fixed hourly fee per position provided. Any on-going costs, rental, lease, software/hardware maintenance costs, etc. must be identified in a line item format with each individual cost included in the fixed fee rate per position. A breakdown of estimated costs, hourly rate, and cost per project team members shall be included and clearly stated.

The Contractor will quote an hourly fixed rate per position type to provide Parking Enforcement for all Glendale Municipal Codes and California Vehicle Codes as it pertains to parking within the city limits. This will include the provisioning, installation, and maintenance of all proposed components, including all components specified within the Scope of Work and Contract Documents. Prices for any Contractor proposed add/alternates will be quoted separately.

The intent of this Price Proposal Form is to evaluate Contractor’s proposed budget for a maximum staffing scenario. The City will reimburse Contractor for only those direct labor costs and direct expenses proposed on Price Proposal Form to the extent that same are reasonably necessary for the efficient operation of the Facilities and are actually paid or incurred in the performance of Contractor’s obligations under the Agreement. City approval is required for all purchases made during the agreement including all allocations. The hourly rate will include all mark up, profit, and administrative costs, including costs incurred by Contractor’s staff off-site. City provides allocated budget for handhelds, office supplies, and radio/communications line items below.

City reserves the right to purchase any device or component itemized within the Scope of Work, or which may be proposed at a future date, if City can obtain a more competitive price than that offered from proposer. Such purchases will be reduced from the overall proposal price. Due to the evolving nature of technology, City acknowledges upgrades for proposed components are likely during the term, and understands new technology offerings may not be currently identifiable. If Contractor satisfactorily completes first five-year term and is optioned for years six through ten, City requires full technology refresh of enforcement vehicles, Mobile LPR units, handhelds, etc.

The price quotation will be in the following form, to include the breakdown as specified. Use the quantities listed or if no quantity is listed for a particular line item, the Contractor is to propose the appropriate quantity necessary. If the price of an item is already included in another line item, put “Included” in the Unit Price for the item and a description of the line item that already includes the cost under the Extended Price. For example, if the Mobile LPR Software price already includes the price for Citation Issuance Software the line item entry for Citation Issuance Software would be:
Enforcement Services | Quantity | Unit Price | Extended Price |
--- | --- | --- | --- |
Citation Issuance Software | LS | Included | Mobile LPR Software |

Proposal prices quoted below shall be inclusive of all tax. Respondent is responsible for paying all material invoices directly. This form is intended to facilitate the proposal evaluation process and additional information may be provided. Unless stated otherwise in writing, by the Owner, all Respondent proposals shall be valid for one hundred twenty (120) days from date of proposal opening and all unit prices included therein shall remain in effect for ten (10) years from the date of Contract Award of the project.

**BASE PROPOSAL ITEMS: (LS = Lump Sum)**

<table>
<thead>
<tr>
<th>Enforcement Services</th>
<th>Hours</th>
<th>Iyr Hourly Price</th>
<th>Iyr Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>Salary</td>
<td>n/a</td>
<td>$</td>
</tr>
<tr>
<td>Contract Analyst</td>
<td>2,080</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Supervisor</td>
<td>5,824</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Dispatcher</td>
<td>5,824</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Enforcement Representative</td>
<td>34,944</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Enforcement Services SUBTOTAL</strong></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Proposed rates must comply with minimum staffing wages outlined in section 1.08 Staffing of Scope of Work.

<table>
<thead>
<tr>
<th>Enforcement Services</th>
<th>Annual Price Increase</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RATE INCREASE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 2</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Year 3</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Year 4</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Year 5</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Optional Year 6</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Optional Year 7</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Optional Year 8</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Optional Year 9</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Optional Year 10</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
## SOFTWARE and HARDWARE

<table>
<thead>
<tr>
<th>Software/Hardware</th>
<th>Quantity</th>
<th>10yr Hourly Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enforcement Vehicle</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Mobile LPR Unit</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Enforcement Handhelds</td>
<td>LS</td>
<td>$</td>
<td>$ 260,000</td>
</tr>
<tr>
<td>Citation Issuance Software</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Software Warranty</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Radios/ Communication</td>
<td>LS</td>
<td>$</td>
<td>$ 260,000</td>
</tr>
<tr>
<td>Integration with Duncan and T2</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>LS</td>
<td>$</td>
<td>$ 250,000</td>
</tr>
<tr>
<td>Startup Costs</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**SOFTWARE/HARDWARE SUBTOTAL** $  

### Enforcement Services Base Proposal Totals

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enforcement Services 10 Year SUBTOTAL</td>
<td>$</td>
</tr>
<tr>
<td>SOFTWARE/HARDWARE 10 Year SUBTOTAL</td>
<td>$</td>
</tr>
</tbody>
</table>

**BASE PROPOSAL TOTAL** $  

### ADD/ALTERNATE VOLUME DISCOUNT PRICING:

<table>
<thead>
<tr>
<th>Software/Hardware</th>
<th>Volume Discount/ Units</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enforcement Vehicles</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Mobile LPR Units</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Enforcement Handhelds</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Radios/ Communications</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
FORM “H” DISCLOSURE - CAMPAIGN FINANCE ORDINANCE

The City Council adopted Ordinance No. 5744, “Campaign Finance Ordinance,” which became effective on September 9, 2011, and amended it with Ordinance No. 5768, which became effective on March 15, 2012 (“the Ordinance”). The Ordinance prohibits: (1) A Consultant* (including a sub-Consultant**)— who has a contract with the City of Glendale (“City”), Economic Development Department (“EDD”), or the Housing Authority of the City of Glendale (“HA”) and that contract is subject to approval by the City Council, EDD, or HA— from making a contribution to a City Council member, EDD member, HA member, City Clerk, or City Treasurer; and (2) Council members, EDD members, and HA members from voting on matters concerning a contract with a person who has provided a campaign contribution.

The Ordinance applies to a Consultant whose contract requires the City Council’s, EDD’s, or HA’s approval. A contract with the City, EDD, or HA is known as a “City Contract.” The Ordinance also applies to a subConsultant who has a subcontract through a City Contract. The Ordinance excludes a competitively bid contract awarded to the lowest responsible bidder. To assist members of the City Council, EDD, and HA before they vote on a matter regarding a City Contract, the Ordinance requires City staff to prepare this report which Discloses certain information about: the Consultant receiving the City Contract, and the subConsultant(s) working under the City Contract.

Information that must be disclosed: ● Name of the person, entity, or organization (i.e., the Consultant or SubConsultant)

<table>
<thead>
<tr>
<th>A contractor must provide the information listed below when:</th>
<th>A subcontractor must provide the information listed below when:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• The City Contract has a total anticipated or actual value of $50,000 or more; or</td>
<td>• The subcontract through a City Contract has a total anticipated or actual value of $25,000 or more; or</td>
</tr>
<tr>
<td>• A combination or series of City Contracts have a value of $50,000 or more.</td>
<td>• A combination or series of subcontracts, for the same or different projects, have an aggregate value of $25,000 or more.</td>
</tr>
</tbody>
</table>

- Name of the Chief Executive Officer/President
- Chief Operating Officer
- Chief Financial Officer
- Chairperson
- All members of the Board of Directors
- All persons who own more than 10% of the person, entity, or organization
- Name of any campaign committee owned or controlled by the person, entity, or organization

Please complete the following disclosure form:
Consultant(s)*:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full Name</strong></td>
<td><strong>Business Address</strong></td>
</tr>
<tr>
<td>Chairperson</td>
<td></td>
</tr>
<tr>
<td>Chief Executive Officer/President</td>
<td></td>
</tr>
<tr>
<td>Chief Operating Officer</td>
<td></td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td></td>
</tr>
<tr>
<td>Board of Directors</td>
<td></td>
</tr>
<tr>
<td>More than 10% interest owner</td>
<td></td>
</tr>
</tbody>
</table>

* “Consultant” is the person, entity, or organization that is the party, or prospective party, to the contract with the City, EDD, or HA or any member of that person’s, entity’s, or organization’s Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Above please disclose these persons’ name and business address.
**Sub-Consultant(s)**:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Name</td>
<td>Business Address</td>
</tr>
<tr>
<td>Chairperson</td>
<td></td>
</tr>
<tr>
<td>Chief Executive Officer/President</td>
<td></td>
</tr>
<tr>
<td>Chief Operating Officer</td>
<td></td>
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<tr>
<td>Chief Financial Officer</td>
<td></td>
</tr>
<tr>
<td>Board of Directors</td>
<td></td>
</tr>
<tr>
<td>More than 10% interest owner</td>
<td></td>
</tr>
</tbody>
</table>

**“Sub-Consultant”** is the person, entity, or organization that has entered into a contract for the performance of all or a portion of the work undertaken under an agreement with an architect, design professional, engineer, or general or prime contract, usually by a general or prime Consultant. Sub-Consultant includes any member of that person’s, entity’s, or organization’s Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Above please disclose these persons’ name and business address.

Campaign Committee owned or controlled by: ____________________________________________________

<table>
<thead>
<tr>
<th>Title</th>
<th>Business Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

CERTIFICATION

On behalf of the above-named □ Consultant □ Sub-Consultant:

- I acknowledge that I have a continuing obligation to update this disclosure form if I substitute—or if I select additional—architects, design professionals, Consultants, or sub-Consultants within ten (10) days of the selection or change; and
- I hereby certify that:
  - I have identified all persons for which the Ordinance requires disclosure;
  - The information in this disclosure form (and any attachment to this form) is true, accurate, correct, and complete; and
  - I have been legally authorized to submit this disclosure form.

In total, this disclosure form (including attachments) is ______ pages.

Executed on: _____________________________ , 20______, at: __________________________________________, California.

Signature: _______________________________ Print Full Name: ________________________________

Address: ____________________________________________

Phone Number: ___________________________ E-mail Address: ______________________________

Page 73 of 73