



**REQUEST FOR PROPOSAL  
(RFP)**

**Mobile Parking Payment System  
Application**

**RFP Submittal Deadline:**

**December 1, 2022**

**RFP Contact:**

**5:00 PM - PST**

**Email Address:**

**Jim Renelle**

**[jrenelle@losgatosca.gov](mailto:jrenelle@losgatosca.gov)**

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Town of Los Gatos  
Los Gatos Monte Sereno Police Department  
110 E Main Street  
Los Gatos, CA 95030

## Table of Contents

1. INTRODUCTION .....	3
2. BACKGROUND .....	3
3. SCOPE OF SERVICES .....	4
4. INSTRUCTIONS TO PROPOSERS .....	4
5. PROPOSED TENTATIVE TIMELINE .....	6
6. INFORMATION TO BE SUBMITTED (to be submitted in this order only) .....	6
Chapter 1 – Proposal Summary .....	6
Chapter 2 – Profile of the Proposing Firm(s) .....	6
Chapter 3 – Qualifications of Firm .....	7
Chapter 4 – References .....	7
Chapter 5 – Work Plan or Proposed Solution .....	7
Chapter 6 – Proposed Innovations .....	8
Chapter 7 – Project Staffing .....	8
Chapter 8 – Proposal Exceptions .....	8
Chapter 9 – Cost Proposal .....	8
7. CONTRACT TYPE AND METHOD OF PAYMENT .....	8
8. REVIEW AND SELECTION PROCESS .....	9
9. INSURANCE REQUIREMENTS .....	9
10. PUBLIC NATURE OF MATERIALS .....	9
11. COLLUSION .....	10
12. DISQUALIFICATION .....	10
13. NON-CONFORMING PROPOSAL .....	10
14. GRATUITIES .....	10
15. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT .....	11
16. NO COMPENSATION FOR PREPARATION OF PROPOSALS .....	11
ATTACHMENT A – Proposer Information	
ATTACHMENT B – Scope of Services	
ATTACHMENT C – References	
ATTACHMENT D – Draft Consultant Agreement	
ATTACHMENT E – Insurance Requirements	
ATTACHMENT F – Business License Form	
ATTACHMENT G – Cost Proposal Sheet	

## 1. INTRODUCTION

The Town of Los Gatos is seeking proposals from qualified firms with specific experience in Mobile Parking Payment Systems. The selected firm will work in conjunction with the Town and relevant stakeholders to integrate a Mobile Parking Payment System. Proposals should include information demonstrating experience in providing mobile parking payment systems for municipal parking programs.

Qualified proposers must be able to provide and integrate a turn-key application that allows visitors to pay for parking through an application available on mobile devices, the web and over the phone via Interactive Voice Response (IVR). The application should be easy to use, safe from cyber-attacks and show that the Town is organized, welcoming and inclusive. The primary goal of municipal parking is to improve the overall visitor experience resulting in repeat visitation and stimulate the Downtown economy. The selected firm will provide a mobile parking payment system that improves the visitor experience and integrates with the existing Town infrastructure.

In December 2019, the Town Council approved a Parking Roadmap that recommended multiple strategies for improving the Downtown visitor experience

(<https://www.losgatosca.gov/DocumentCenter/View/23807/Los-Gatos-Parking-Roadmap>) .

The Town has adopted a Pay-to-Stay philosophy where visitors can park beyond the initial free parking period. The mobile payment application must work in concert with payment kiosks that will be located in the lots and the Town's existing automated license plate reader (ALPR). The highest priority was given to improving the parking experience for Town visitors. The proposer must be able to meet the Completion Schedule included in this RFP.

## 2. BACKGROUND

The Town of Los Gatos is a small community nestled at the base of the Santa Cruz Mountains. It is bounded by the Cities of San Jose, Campbell, Monte Sereno, and Saratoga as well as unincorporated pockets of Santa Clara and Santa Cruz Counties. Los Gatos is a picturesque and charming town, full of enterprising residents that are engaged in civic activities.

Los Gatos has a strong economic presence, with an award-winning downtown that includes local and regional favorites, and a corporate community that includes the headquarters for several prestigious corporations, from flourishing startups to companies such as Netflix. Land use issues include preserving the historic character of the Town, blending new with existing development, and meeting the interests of distinct neighborhoods.

The Town of Los Gatos is guided by the principles of Small-Town Service, Community Stewardship, and Future Focus. The Town government is fiscally healthy, and focuses on teamwork, collaboration, and civic engagement.

### 3. SCOPE OF SERVICES

See Attachment B

### 4. INSTRUCTIONS TO PROPOSERS

- a. Pre-proposal Conference: N/A
- b. Examination of Proposal Documents

Submission of a proposal shall be deemed a representation and certification by the Proposer that they:

1. Have carefully read and fully understand the information that was provided by the Town to serve as the basis for submission of this proposal.
2. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. Represent that all information contained in the proposal is true and correct.
4. Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
5. Acknowledge that the Town has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the Proposer, and Proposer hereby grants the Town permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that proposer was not fully informed to any fact or condition.

- c. Addenda/Clarifications

With questions regarding the Request for Proposal (RFP), please submit your questions in writing to Jim Renelle, Parking Compliance Project Manager, by e-mail at [jrenelle@losgatosca.gov](mailto:jrenelle@losgatosca.gov). Written responses will be emailed to all parties who have expressed an interest in applying for the opportunity. **Questions will not be accepted by phone.**

Questions must be submitted on or before the date noted in this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of the RFP and shall be acknowledged on the Proposer's Form.

The Town shall not be responsible nor be bound by any oral instructions, interpretations or explanations issued by the Town or its representatives.

d. Submission of Proposals

Submission of Proposals: All proposals shall be submitted electronically to:

Jim Renelle  
Los Gatos – Monte Sereno Police Department  
Telephone: (408) 399-5733  
E-mail: jrenelle@losgatosca.gov

**Proposals must be received no later than 5:00 pm(PST) on December 1, 2022.** All proposals received after that time will not be accepted. Electronic submissions only.

The Proposer shall submit its proposal via email as a PDF attachment with the email subject line: Mobile Parking Payment System. Verification of receipt of proposal is the responsibility of the submitting firm. Mailed or faxed proposals will not be accepted.

e. Withdrawal of Proposals

A Proposer may withdraw their proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

f. Rights of the Town of Los Gatos

This RFP does not commit the Town to enter into a contract, nor does it obligate the Town to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The Town reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent RFPs;
- Postpone opening for its own convenience;
- Remedy technical errors in the RFP process;
- Approve or disapprove use of particular subcontractors;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the Town.

An agreement shall not be binding or valid with the Town unless and until it is executed by authorized representatives of the Town and of the Proposer.

## 5. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows:

RFP Issued	November 4, 2022
Deadline for questions/clarifications	November 17, 2022
<b>Proposals Due</b>	<b>December 1, 2022 – 5:00 pm (PST)</b>
Panel Evaluations	December 6-8, 2022
Candidates Notified(If needed)	December 8, 2022
Candidates Interviewed	December 13-15, 2022
Finalist Announced	December 15, 2022
Contract Negotiations	December 20, 2022
Contract Awarded	January 31, 2023

## 6. INFORMATION TO BE SUBMITTED

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the Town's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal shall be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

**All proposals shall address the following items in the order listed below and shall be numbered 1 through 9 in the proposal document including the Scope of Services response in Chapter 5. The Scope of Services response shall address how the proposer will successfully complete each Scope of Services task. Details on how to respond to the tasks is included in the Scope of Services (Attachment B).**

### Chapter 1 – Proposal Summary

This chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages including the separate sheet.

### Chapter 2 – Profile on the Proposing Firm(s)

This chapter shall include a brief description of the Prime Proposer's firm size as well as the organization structure. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

### Chapter 3 – Qualifications of the Firm

This chapter shall include a brief description of the Proposer’s and any sub-Proposer’s qualifications and previous experience on similar or related projects. Please provide descriptions of pertinent project experience with other public municipalities that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of the client’s to be contacted for references. Give a brief statement of the firm’s adherence to the schedule and budget for the project.

This chapter shall include information regarding any relationships with firms and/or individuals who may submit proposals in response to the RFPs being developed.

### Chapter 4 – References

This chapter shall include Attachment C – References, providing contact information for at least three public agencies in which you have recently (within the last 5 years) completed a project of similar size and scope. The Town reserves the right to contact each of the references listed for additional information regarding your firm’s qualifications. Failure to submit at least three references may result in disqualification.

### Chapter 5 - Work Plan or Proposed Solution

This chapter shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understand the Town’s objectives and work requirements and Proposer’s ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services/tasks and the firm’s ability to meet the Town’s schedule, outlining the approach that would be undertaken in providing the requested services/tasks. To easily assess the duration and resources of the proposal, the project planning and scheduling of tasks and deliverables by the consultant should be demonstrated using a Gantt chart. Use this chapter to incorporate your response to the Scope of Services.

#### Completion Schedule from Notice to Proceed

Pre-configuration Meeting	1 Week
System Configuration	3 Weeks
Marketing Plan – Sign Installation	1 Week
Testing, Evaluation and Go-Live	1 Weeks

### Chapter 6 – Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the Town with better service delivery. In this chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the Town.

### Chapter 7 – Project Staffing

This chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.

### Chapter 8 – Proposal Exceptions

This chapter shall discuss any exceptions or requested changes that the Proposer has to the Town's RFP conditions, requirements and sample contract (Attachment D). If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in Attachment D – "Sample Agreement for Services." Items not excepted will not be open to later negotiations.

### Chapter 9 – Cost Proposal

Provide a not-to-exceed cost proposal for all work described under the "Scope of Services". Proposer will complete the Cost Proposal Sheet (Attachment G) and should also include their standard rate sheet and submit with their submission. Vendors are encouraged to submit suggestions for cost savings, project phasing and other ways of promoting cost efficiency and to highlight any tradeoffs inherent in the suggested alternatives. The cost proposal is a portion of the evaluation process and will be considered in the final selection process.

## **7. CONTRACT TYPE AND METHOD OF PAYMENT**

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a not-to-exceed budget amount. A sample Agreement of Services is provided as Attachment D. The method of payment to the successful Proposer shall be net 30 on a per task basis with a maximum "not to exceed" fee as set by the Proposer in the proposal or as negotiated between the Proposer and the Town as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as but not limited to, transportation, communications, subsistence and materials and any subcontracted items of work. Progress payments will be based on a percentage of project completed.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements (Attachment E), Business License Requirements (Attachment F), and any other required fees as stipulated in the contract. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 8 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the Town, at its sole discretion, to be unacceptable and no longer considered for award.

**8. REVIEW AND SELECTION PROCESS**

The Town will evaluate the proposals based on the following criteria:

- Vendor Qualifications and Experience .....20 points
- Customer Network and References .....15 points
- Quality of the proposal.....5 points
- Proposed Solution.....30 points
- Marketing Approach.....15 points
- Cost to the Town.....15 points
- Grand Total.....100 points

The proposals will be evaluated by a panel of Town staff. The candidates may be asked to participate in an interview with the panel to select a final consultant.

**9. INSURANCE REQUIREMENTS**

Each proposal must include a valid certificate of insurance as outlined in Attachment E. The purpose of this submittal is to generally assess the adequacy of the Consultant’s insurance coverage during proposal evaluation.

The selected Proposer(s), at Proposer’s sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain required insurance as outlined in Attachment E

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Town Attorney as to form and content. These requirements are subject to amendment or waiver if so approved by the Town Attorney. The selected Proposer agrees to provide the Town with a copy of said policies, certificates and/or endorsements upon award of contract.

**10. PUBLIC NATURE OF MATERIALS**

Responses to this RFP become the exclusive property of the Town of Los Gatos. At such time as the Town is able to successfully negotiate an agreement with a proposer or determines that the RFP will result in no award, then all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with

the exception of those elements in each proposal which are labeled “trade secret” and determined by the Town to be exempt from disclosure in accordance with the state Public Records Act.

## **11. COLLUSION**

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

## **12. DISQUALIFICATION**

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the Town;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Proposer’s inability to successfully complete the responsibilities and obligation of the proposal; and
- Proposer’s default under any previous agreement with the Town, which results in termination of the Agreement.

## **13. NON-CONFORMING PROPOSALS**

A proposal shall be prepared and submitted in accordance with provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the Town.

## **14. GRATUITIES**

No persons shall offer, give or agree to give any Town employee any gratuity, discount or offer of employment in connection with the award of contract by the Town. No Town employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a Town contract.

## **15. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT**

In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

- The Proposer(s) who works on the procurement will be precluded from submitting proposals or bids as a prime contract or subcontractor in the ultimate procurement.
- The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

## **16. NO COMPENSATION FOR PREPARATION OF PROPOSALS**

The Town will not be responsible for the costs associated with preparing and/or submitting the proposal, or any other costs borne by the Proposer(s) for participating in this competitive process.

**~ End of Section ~**

**ATTACHMENT A – Proposer Information  
Proposer’s Information Form**

**ACKNOWLEDGEMENT**

The undersigned declares that she or he:

- Has carefully examined the RFP specifications.
- Is thoroughly familiar with its content
- Is authorized to represent the proposing firm; and
- Agrees to perform the work as set forth in the specification of this proposal.

**PROPOSER (please print):**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact person, title, email, and telephone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposer, if selected, intends to carry on the business as (check one):

- Individual
- Partnership
- Corporation  
When incorporated? \_\_\_\_\_  
In what state? \_\_\_\_\_  
When authorized to do business in California? \_\_\_\_\_
- Other (explain): \_\_\_\_\_

**ADDENDA**

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal: Addendum number(s) received: 1; 2; 3; 4; 5; 6;

Or,  \_\_\_\_\_ No Addendum/Addenda Were Received (**check and initial**)

**PROPOSER'S SIGNATURE**

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is INDIVIDUAL, sign here

Date: \_\_\_\_\_  
Proposer's Signature \_\_\_\_\_  
Proposer's typed name and title \_\_\_\_\_

2. If Proposer is PARTNERSHIP or JOINT VENTURE, at least two (2) Partners shall sign here:

\_\_\_\_\_  
Partnership or Joint Venture Name (type or print)

Date: \_\_\_\_\_  
Member of Partnership or Joint Venture Signature

Date: \_\_\_\_\_  
Member of Partnership or Joint Venture Signature

3. If Proposer is a CORPORATION, the duly authorized officer shall sign as follows:  
The undersigned certify that he/she is respectively:

\_\_\_\_\_ and \_\_\_\_\_  
Signature Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

\_\_\_\_\_  
Corporation Name (type or print)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## ATTACHMENT B – Scope of Services Scope of Services

**As part of the written responses for Chapters 1 - 9, the proposer must address in writing how they will successfully perform or provide each task of the Scope of Services. Respond to each task (B.3.0 to B.10.0) below stating how the proposer will satisfy the requirement. Incorporate your responses into the Work Plan or Solution Proposal for Chapter 5 response.**

### B.1.0 Background

The greater Downtown Los Gatos area is a regional destination for shopping, dining, personal services, and recreation. As a point of confluence for outdoor recreation and the tech world of Silicon Valley, it offers a diverse range of destinations and activities. While Downtown has long been established, it still competes for visitors with other nearby destinations such as Santana Row. Parking availability and traffic congestion are a point of concern that negatively effects the sustainable customer base. A recent comprehensive parking study revealed that the Town possesses sufficient parking, but some parking areas are underutilized creating the perception of an inadequate supply. The Town currently provides free public parking controlled only by time restrictions. The parking study recommended several initial improvements including creating a Park Once philosophy and a Pay-to-Stay program after the initial free parking period of 3 hours. This program would extend to approximately 880 parking spaces spread across nine (9) municipal parking lots. The Town has decided to phase in recommendations as funding and resources become available. The Town is currently in the process of starting a pilot Employee Parking Program and improving the wayfinding system.

### B.2.0 Goals

The overall purpose of this Request for Proposal is to procure a mobile payment application that effectively, reliably and satisfactorily accepts cashless parking payments and meets the Town's needs.

The primary goal and objective of the Mobile Payment Application is to allow visitors to pay by mobile device for parking beyond the initial free period and to receive notifications when their time is about to expire so they can remotely add time. The payment system must update the Town's automated license plate reader (ALPR) system in real-time.

The following are secondary objectives that enhance the value of a mobile parking application and increase the desirability of the service:

- Welcome visitors by showing that the Town is organized, safe and easy to navigate
- To create and implement a user-friendly and visible navigational system that will guide visitors and residents to and from Town of Los Gatos destinations
- Guide visitors quickly to their destinations and nearby parking
- Encourage parking once and walking/biking to explore downtown
- Increase awareness to the depth of the Town's destinations
- Maintain and possibly enhance the small-town charm
- Help create and support an economically vibrant downtown
- To enhance information sharing about parking, events and emergencies
- Help mitigate Downtown vehicular traffic by reducing search time for parking and destinations when incorporated with a future vehicle occupancy counting system and

electronic wayfinding system

#### B.3.0 Vendor Qualifications

Minimum Vendor Qualifications - Vendor must satisfy the following Minimum Qualifications:

1. At least seven years' experience in North America providing parking and mobility solutions, including payment processing by mobile application, Telephone via Intelligent Voice Recognition (IVR) and website.
2. At least 10 comparable active public agency contracts in the State of California.
3. Evidence that vendor currently processes in excess of 25,000 mobile parking transactions daily.
4. Vendor must hold PCI – DSS v3.2 Level 1 Service Provider certifications and all mobile parking payment processing must take place in a PCI – DSS v3.2 Level 1 Service Provider (or higher if applicable) secured environment.
5. Must provide at least three current public agency references for active mobile parking operations in the greater San Francisco Bay area.

#### B.4.0 Mobile Parking Payment System Requirements

Payment Options - The mobile payment system must offer the following payment options:

1. Pay by Mobile Application
2. Pay by Web
3. Pay by Telephone via Interactive Voice Response (IVR)
4. QR Code
5. SMS Text
6. Users must have the ability to pay directly from the Google Pay and ApplePay app.

#### B.4.1 Pay by Mobile Application

The vendor must provide an all-inclusive smart phone application with the following key functionality requirements:

1. Mobile applications must be compatible with Android and iOS smartphones, in addition to a browser version.
  - a) Applications can also be downloaded or redirected from the vendor's website.
2. Quick process to select parking zone, confirm vehicle and payment type, and then start a parking session.
3. Ability to add time to the existing parking session.

4. Customizable push, SMS and email alerts to notify a user when parking will expire.
5. Easy to add, remove and update vehicle information.
6. Easy to add and remove payment methods. Ability to manage multiple payment methods, including credit cards, PayPal, Apple Pay and Google Pay accounts.
7. An Account History feature displaying complete details of recent parking transactions.
8. The application must have industry-level standards to encrypt and secure credit card.

#### B.4.2 Pay by Web

The system must provide a website with the following requirements:

1. Must have the option to have a customized white label website or use the vendor's standard website.
2. Support desktop and mobile browsers.
3. The website must have the ability to save the username and password locally on the device (PC or phone) to expedite future logins and provide the option to sign up as a new user.
4. Website must offer the option to checkout as a guest using only an email address.
5. The website must have identical functionality features to that of the mobile application, including Map View, Parking Availability, Reservations, Manage Account features, and a simple parking payment process.
6. The website must have industry-level standards to encrypt and secure credit card and other personal data.

#### B.4.3 Payment by IVR system

The vendor must provide an IVR system with the following features:

1. Vendor must provide a regional toll-free number to be posted on signs and decals in parking areas.
2. The system automatically recognizes a registered user based on the incoming phone number.
3. The IVR system must recognize user inputs by touch tones and speech.
4. The IVR system must have menu options and dialog, including:
  - a. Use Registered Account (if the user is not calling from the phone number associated with their account)
  - b. Create New Account

- c. Begin Parking
  - d. Extend Session
5. If a user selects the option to begin parking, the system must:
    - a. Ask for the zone number.
    - b. Automatically query the backend system in real-time to confirm that parking is permitted at the current time.
    - c. The system must have the ability to impose a minimum time purchase. The system must have the ability to restrict purchases to increments of time. The system must reject an entry greater than the allotted time limit for the specified zone.
    - d. Confirm that the purchase is complete.
  6. The system must automatically detect if a user (phone number) has an active session and immediately provide them the option to extend their session upon calling, if permitted.

#### B.5.0 Administrator Portal Requirements

1. The system must provide a website accessible only to designated system administrators.
2. Administrator portal shall be self-service. Rates and policies can be updated and managed immediately and solely by the Town.
3. System must support complex rate structures including special event rates, holidays, etc.
4. Administrator portal shall include a rate tester tool to test rates and policies before they go live.
5. The system must have a web-based tool to manage the inventory of the parking system. The inventory must hold information on each meter/block/zone, including its:
  - a. ID.
  - b. Address.
  - c. Status (active or inactive).
  - d. Rate.
  - e. Hours of operation.
  - f. Hours of restrictions.
  - g. Maximum length of stay.
6. Once a change is made to the inventory, the system must be updated immediately or queued for update at a set time, as determined by the Town.
7. An administrator must be able to use the tool to manually update the attributes of a single meter/block/zone or import a file to update the entire inventory.
8. Administrators must have an interface to query transactions for citation adjudication purposes.

#### B.5.1 Reporting

The system must provide reporting functionality to designated administrators of the system.

1. Administrators must be able to run reports on transactions and accounts, including:
  - a. Transactions made by:
    - i. License plate number.
    - ii. Phone number.
    - iii. Username/account number.
    - iv. Date and time.
    - v. Duration.
    - vi. Rate.
    - vii. Total amount.
    - viii. Payment method.
    - ix. Meter/block/zone ID.
  - b. Account sign ups.
2. The vendor must provide performance metrics on its reporting tool, with scenarios such as:
  - a. Number of new accounts per week.
  - b. Number of transactions per day by meter/lot/zone ID.
  - c. All transactions in a calendar year.
3. Reports must always be available for viewing or download. The system must allow reports to be exported to .xls, .csv, and .pdf formats.

#### B.6.0 Data Security and System Requirements

Data Security - The system must exercise industry standard protocols to ensure the protection of any data stored and transmitted in the system, including:

1. Securing physical servers, storage, etc.
2. Firewalls to protect against unauthorized access.
3. SSL encryption on websites.
4. PCI -DDS level 1 compliant on all applicable data.
5. SSAE Report before the Notice of Award.
6. The vendor must minimize member's exposure to sensitive data, such as credit card numbers.

#### B.6.1 System Availability

1. The system must be cloud based and not access the Town's network.
2. The system must provide redundant/failsafe servers which ensure at least 99.5% uptime of all components of the system.

3. The proposed system must be able to handle up to 10 million monthly mobile payment transactions.

#### B.6.2 Integrations

1. Vendor must operate with an open API to allow for the integration of any current and/or future system partners.
2. Vendor must have at least one existing integration with Tannery Creek ALPR Systems and list example deployments below.

#### B.7.0 Marketing

1. The vendor must describe their comprehensive marketing plan to be included at no additional cost, which includes the following:
  - a. Overall marketing strategy from pre-deployment to post-deployment.
  - b. Describe best practices for high impact signage and decals.
  - c. Vendor must display proven history of increased adoption rates and provide specific examples of successful strategies and deployments.
2. The vendor must deploy marketing campaigns and strategies to promote the launch of the system and drive adoption, including:
  - a. Push notifications and in-app messaging to provide information and drive behavior.
  - b. Geo-fencing functionality to target visitors coming into town who already have the app on their phone.
  - c. Customized video content that can be embedded on the Town's website. Videos should include demos and tutorials to help end users use the system.
  - d. Social Media strategies to help raise awareness of the mobile payment system.
  - e. Special Events and Promotions to provide \$1 off parking, Free Parking, etc.
  - f. Leverage local media coverage to promote the launch and use of the system.
  - g. Other advantageous strategies shall also be described.
3. All marketing plans and materials shall be approved by the Town prior to implementation.

#### B.8.0 Customer Support and Training

The vendor must provide training and support for the end users and administrative Town Staff.

#### B.8.1 End User Customer Support

The vendor must provide the following customer services to end users:

1. Vendor must provide an in-house call center with bi-lingual live operators available 24/7 to resolve customer issues.
2. Vendor must also use website chat and social media strategies to handle customer complaints.

### B.8.2 Administrative Support

The vendor must provide the following services:

1. Technical support during normal business hours of 7:00 am to 3:00 pm, (PST).
2. Response times of less than 30 minutes for urgent issues. Resolution of urgent issues in less than 2 hours.

### B.8.3 Training

1. The vendor must provide training to personnel designated in the following areas:
  - a. Use of payment methods.
  - b. Use of any websites designed for users and administrators.
  - c. Use of any enforcement tools.
2. The vendor must also provide training for end users, including, but not limited to a frequently asked questions (FAQ) section and/or instructional videos on the vendor's website.

### B.9.0 Deployment Plan

The vendor must provide a comprehensive tentative deployment schedule that includes a description of all phases, tasks, and sub-tasks using a Gantt Chart.

### B.10.0 Additional Integrated Services

The vendor shall describe other features and integrated services in their proposal, including but not limited to:

1. Centralized backend management platform for aggregated parking data, centralized enforcement and integration of several parking methods and technologies, such as but not limited to:
  - a. Mobile payments for parking system.
  - b. Pay-by-Plate (Legacy ALPR System for Enforcement).
  - c. Digital permit management system (Legacy TurboData Systems).
  - d. Parking Payment Kiosks (To be purchased)
2. Integration with Apple Maps, Google Maps and Waze to direct users back to their car.
3. A Map View based on location that displays nearby parking zones. A user can then touch the zone number to initiate a parking session. Map View must also provide the following features:
  - a. Search for available parking before arriving at destination
  - b. Displays points of interest in the area such as electric charging stations, restaurants, retail, and event venues.
  - c. Identify nearby multi-modal transportation options such as bus, rail, and streetcars.

~ End of Section ~

**ATTACHMENT C – Proposer References  
References**

Number of years engaged in providing the services included within the scope of the specifications under the present business name: \_\_\_\_\_

Describe fully at least three (3) recently completed (within the last three (3) years) similarly sized local government contracts, similar in size and scope of work, performed by your firm that demonstrate your ability to provide the services included within the scope of the specifications, name of the municipality and population. Attach additional pages if required. The Town reserves the right to contact each of the references listed for additional information regarding your firm’s qualifications. Failure to provide at least three references may result in disqualification.

**Reference No. 1**

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services:	
Project Outcome:	



## ATTACHMENT D – Sample Service Agreement

### SAMPLE - AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this XX of XX 2020, and is made by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and XXX (“Service Provider”), whose address is XX. This Agreement is made with reference to the following facts.

#### I. RECITALS

- 1.1 Town requested proposals for the services described in this Agreement, and Service Provider’s proposal was selected.
- 1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Town desires to engage Service Provider to provide and operate a Mobile Parking Payment Application for the Pay to Stay Parking Program.
- 1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

#### II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on XXX, 2022, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from XXX to XXXX.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

- 2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.
- 2.6 Compensation. Compensation for services **shall not exceed \$XXXXX**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent

contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.

2.11 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.12 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

### **III. INSURANCE AND INDEMNIFICATION**

3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.

- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, employees, and agents from all damages, liabilities, penalties, costs, or expenses in law or equity, arising out of performance of this contract by Service Provider, its employees, subcontractors, or agents.

#### IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than 30 days written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California. This includes construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This includes service and warranty work on public buildings and structures.
- 4.4.1 The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
- 4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified

payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.

- 4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- 4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- 4.4.5 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- 4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- 4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney’s fee relating to such fine.

4.4.9 The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

4.5 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.

4.6 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos  
Attn: Town Clerk  
110 E. Main Street  
Los Gatos, CA 95030

Service Provider  
Attn:  
Address  
City, ST, ZIP

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

4.8 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos by:

\_\_\_\_\_  
Laurel Prevetti, Town Manager

Recommended by:

\_\_\_\_\_  
Jaime Field, Chief of Police

Service Provider, by:

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
Gabrielle Whelan, Town Attorney

Attest:

\_\_\_\_\_  
Wendy Wood, CMC, Town Clerk

## ATTACHMENT E – Insurance Requirements Insurance Requirements



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### TOWN OF LOS GATOS

CLERK DEPARTMENT

PHONE (408) 354-6834

FAX (408) 354-8431

[clerk@LosGatosCa.gov](mailto:clerk@LosGatosCa.gov)

## INSURANCE REQUIREMENTS

### CERTIFICATE OF LIABILITY INSURANCE

#### CERTIFICATE HOLDER

Town of Los Gatos, 110 East Main Street, Los Gatos, CA 95030

#### DESCRIPTION OF OPERATIONS

Town of Los Gatos, its officers, officials, employees and volunteers are named Additional Insured under this policy, as per attached endorsement as respects all operations of the Named Insured on a primary and non-contributory basis.

#### ENDORSEMENT - SEPARATE ENDORSEMENT FOR REQUIRED ADDITIONAL INSURED

Must include policy number, date, insured, agency, and code.

#### NAME OF PERSON OR ORGANIZATION

It is hereby agreed that the Town of Los Gatos, its officers, officials, employees and volunteers are named as additional insured under this policy.

#### PRIMARY WORDING

The primary wording is usually located on the endorsement but is sometimes found in the description box on the certificate. It must be located somewhere in the insurance documents and must say something similar to the following: "The insurance coverage extended under this endorsement is PRIMARY and will not seek contribution from any other insurance available to the organization or persons shown in the schedule. The Town of Los Gatos will not be responsible for providing insurance for indemnification or defense of the contractor/developer as part of this project/contract."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

**Samples of acceptable language and forms are attached.**

# SAMPLE ENDORSEMENT

An Additional Insured Endorsement form must accompany the Certificate of Liability Insurance.

1. Policy No. must match certificate. \_\_\_\_\_
2. Must list the Insured's Name as listed on Certificate. \_\_\_\_\_

**Name of Person or Organization:**  
The Town of Los Gatos, its officers, officials, agents, employees, and volunteers are named Additional Insured under the General Liability Policy as respects all operations of the Named Insured on a primary & noncontributory basis.

**Endorsement must also state that coverage afforded by the endorsement shall apply as Primary (wording may vary).** \_\_\_\_\_

POLICY NUMBER: XXXXXXXXXXXX COMMERCIAL GENERAL LIABILITY

INSURED: XXXXXX XXXX XXXXXXXXX

THIS ENDORSEMENT CHANGES THE POLICY. PLEAES READ IT CAREFULLY.

## ADDITIONAL INSURED - Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART. SCHEDULE

Name of Person or Organization: The Town of Los Gatos, its officers, officials, agents, employees, and volunteers are named Additional Insured under the General Liability Policy as respects all operations of the Named Insured on a primary & non-contributory basis.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

## PRIMARY INSURANCE

The insurance coverage extended under this endorsement is PRIMARY and will not seek contribution from any other insurance available to the organization or persons shown in the schedule. The Town of Los Gatos will not be responsible for providing insurance for indemnification or defense of the contractor / developer as part of project/ contract.

\*\*The wording for the additional insured must be exact. No abbreviations or changes in the structure of the sentence will be accepted. If you find it difficult to fit the wording in the space provided on your endorsement you may simply list "See Exhibit A" under Schedule and attach a separate "Exhibit A" (additional sheet with the proper wording). Please remember to list the policy number on the additional sheet.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products- completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

1. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

2. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER:

ISSUE DATE:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

**CANCELLATION:**

**Number of Days Notice:** 3

**WHEN WE DO NOT RENEW (Nonrenewal):** **Number of Days Notice:** 30

### **PERSON OR ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO **PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND**
2. **WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.**

### **ADDRESS:**

**THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.**

### **PROVISIONS**

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

## COMMERCIAL GENERAL LIABILITY

### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

POLICY NUMBER:

ISSUE DATE:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

**CANCELLATION:**

**Number of Days Notice of Cancellation: \_\_\_\_\_**

**PERSON OR  
ORGANIZATION:**

**ADDRESS:**

### **PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

**Policy Number:**  
**Effective Date:**  
**Named Insured and Address:**

**Endorsement Number:**  
Effective hour is the same as stated on the Information Page of the policy.

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

**Form WC 99 03 94** Printed in U.S.A.  
**Process Date:**

**Policy Expiration Date:**DATE

**ATTACHMENT F – Business License Application  
Business License**

**Please use the link below for Business License Information**

Business-Licenses or go to <http://logatosca.gov/421/business-licenses>

**ATTACHMENT G – Cost Proposal  
COST PROPOSAL SHEET**

<u>Description of Tasks</u>	<u>Lump Sum Fee*</u> (Not to exceed)
1) Cloud based payment system including system configuration, testing, training and go-live	_____
2) Marketing and Materials	_____
3) Annual Subscription and Support	_____
All Tasks Grand Total (Not to exceed)	_____
Customer Transaction Fee (Charge per transaction by customer)	_____

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Submit Standard Rate Sheet or Complete Section Below for Non-Scope Time and Materials Work

Principal  
Hourly Rate: \_\_\_\_\_  
Overtime Rate: \_\_\_\_\_  
Associate  
Hourly Rate: \_\_\_\_\_  
Overtime Rate: \_\_\_\_\_  
Other (Specify) \_\_\_\_\_  
Hourly Rate: \_\_\_\_\_  
Overtime Rate: \_\_\_\_\_

Submitted by:  
Company Name: \_\_\_\_\_

Signature/(Title): \_\_\_\_\_/\_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_