

REQUEST FOR PROPOSALS

City of West Hollywood
Recreation Management Software
February 26, 2026



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1. THE CITY OF WEST HOLLYWOOD

1.1 Introduction

The City of West Hollywood “City” is seeking proposals from qualified and experienced vendors to provide a modern, comprehensive recreation management software system. The selected solution will support the overall administration of the City’s recreational facilities, programs, classes, events, and services. The City’s goal is to enhance the customer experience, strengthen internal workflows, and improve the overall delivery of recreation services.

1.2 Background

The City of West Hollywood is like no other city in the world. In 1984, the idea for the City of West Hollywood was proposed by an unlikely coalition of LGBTQ+ activists, seniors, and renters. These groups came together to advocate for cityhood. The City of West Hollywood was incorporated as an independent city on November 29, 1984. Prior to this, it had existed as an unincorporated area within Los Angeles County. Notably, the inaugural West Hollywood City Council made history as the first City in the nation to have a majority openly gay governing body. West Hollywood, informally known as “The Creative City,” is located in the heart of metropolitan Los Angeles. At 1.9 square miles, the city is a robust economic and cultural center infused with idealism and creativity. West Hollywood shares boundaries with the cities of Beverly Hills and Los Angeles.

A spirit of community activism and civic pride thrives in West Hollywood for many of its approximately 36,000 residents and over 3,500 businesses. The weekend population swells to approximately 78,000 as neighbors from nearby communities take advantage of shopping, dining, and entertainment. For almost four decades, West Hollywood has been one of the most influential small cities in the nation. More than 40 percent of West Hollywood’s residents identify as LGBTQ. The City is also home to a thriving community of Russian-speaking immigrants from regions of the former Soviet Union.

West Hollywood has set new standards for other municipalities, not only as a leader in many critical social movements – including HIV and AIDS advocacy; affordable and inclusionary housing; LGBTQ+ rights; civil, human, and women’s rights; protection of our environment; and animal rights – but also in fiscal responsibility; city planning, infrastructure; social services programs; wellness and

recreation programs; older adult services and aging-in place programs; public and community arts; community engagement; and innovation.

The City's advocacy and services priorities are reflected in the City's core values, which include respect and support for people; responsiveness to the public; idealism, creativity, and innovation; quality of residential life; promotion of economic development; public safety; and responsibility for the environment.

People all over the globe visit West Hollywood for its iconic destinations such as the Sunset Strip for its unparalleled historical connection to music, entertainment, architecture, fashion, and culture making; Santa Monica Boulevard for its historic LGBTQ destinations and entertainment establishments in the Rainbow District; and the Design District for its shopping, galleries, and restaurants; and the City's two annual large-scale events, Halloween Carnival on October 31 and the WeHo Pride Festival in June.

The City of West Hollywood is a Council-Manager type municipality with five Council members elected at large to four-year terms on a staggered basis. Police service is contracted with the Los Angeles County Sheriff's Department and Fire protection through the Los Angeles County and Consolidated Fire Protection District.

1.3 Core Values

Respect and Support for People

We recognize and celebrate the diversity of our community by treating all individuals with respect for their personal dignity and providing a wide array of specialized services. We promote mutual respect, courtesy, and thoughtfulness in all interactions.

Responsiveness to the Public

We hold ourselves accountable to the members of our community and are committed to actively seeking public participation. We promote a public process whereby we can respond to the community's needs while balancing competing interests and diverse opinions.

Idealism, Creativity and Innovation

We value our artistic richness and support idealism and creativity. We are dedicated to consistently finding innovative and better solutions to provide the best public service possible.

Quality of Residential Life

We maintain a balanced sense of community by protecting quality of life, conserving our historic neighborhoods, safeguarding housing affordability, and proactively governing growth with care and thought.

Promote Economic Development

We recognize that economic development is essential to maintaining quality of life for the total community. We support an environment where our diverse and eclectic businesses can flourish and seek mutually beneficial relationships with the business community.

Public Safety

We protect the personal safety of our constituents and safeguard the community from the threats of natural, technological, and other man-made hazards. Through preparation and planning, we minimize the effects of these disasters.

Responsibility for the Environment

We make it our responsibility to protect and improve our natural and built environments, pursuing opportunities to preserve and create open and green space in our urban setting. We initiate partnerships with other cities and agencies to address regional and global environmental challenge.

1.4 Recreation Management Software Overview

The City's Recreation Services Division delivers a broad range of recreation programs, services, and facility operations serving residents, businesses, and visitors. The City currently utilizes Active Net, which is a cloud-based recreation management software platform to manage recreation program registrations, facility reservations, point-of-sale transactions, memberships, reporting, and financial reconciliation within the Division. This system has supported operations for several years, as the City is seeking to continue to enhance overall customer experience and operational efficiency, strengthen data integrity, and support future growth.

2. Project Information

The City of West Hollywood is seeking proposals from qualified vendors to provide, implement, and support a robust, user-friendly, and modern Recreation Management Software System. The system must enhance efficiency, improve customer experience, and support high-volume registration, reservation, and

communication needs. The term for this contract shall be for a period of three (3) years, with an option for an extension/renewal of two (2) one- year terms.

2.1 Scope of Services

Scope of services include but are not limited to:

General Requirements

The System shall:

- Prioritize ease of use and minimal steps.
- Allow custom City branding and personalization.
- The ability to transfer data from the current system, ActiveNet. At a minimum, the City requires migration of customer accounts, household relationships, facility records, and transactional financial history. Vendor shall propose a migration plan that includes trial conversion, field mapping workshops, data validation reports, and reconciliation checks to be completed and accepted by the City before go-live. Go-live requires successful completion of scripted user acceptance testing scenarios covering registration, bookings, refunds, GL export, and email communications.

Payment Processing & Pricing

- System must support integrated payment and refund processing, transparent fee structures (transaction, module, user), fixed pricing where applicable, robust reporting, auto-payment functionality and chargeback management.
- Support multiple digital payment methods, including credit/debit card Apple Pay/Google Pay, PayPal, and ACH transfer.
- Allow staff overrides and administrative adjustments.
- Invoicing & Scheduled Billing: Flexible, automated billing cycles with integrated payment processing for recurring revenue.
- Financial Reconciliation: Automated "three-way match" between cashiering sessions, bank deposits, and ERP records.
- Fee Assistance Handling: Specialized workflows for managing subsidies and grants with full transparency for internal audits.

- Any kiosk, payment terminal, or card reader deployed for City use shall not connect to City LAN or City-managed Wi-Fi. Devices shall use cellular connectivity (4G/5G) or vendor-managed isolated connectivity that does not traverse City networks. Vendor shall provide device management details (remote updates, tamper detection, replacement logistics) and a transaction data-flow diagram confirming that cardholder data does not pass through City networks and that encryption occurs at the point of interaction using PCI-validated P2PE.
-

Technical Requirements

- System must be current, cloud-based, accessible via modern web browsers without client-side software installation, support standard data export formats (CSV, JSON, XML), PCI compliant, compliant with WCAG 2.1 Level AA accessibility standards for all public-facing web and mobile interfaces, support required peripherals, operate in real time, integrate securely within routed IP networks, have clear upgrade and maintenance schedules/procedures, and maintain City cybersecurity standards.
-

Disaster Recovery

- Contractor shall provide a comprehensive disaster recovery plan that ensures system restoration, data redundancy, regular backup protocols, failover capabilities, documented recovery procedures, and routine disaster recovery testing to ensure continuity of operations with minimal service disruption. Vendor shall commit to specific Recovery Time Objective (RTO) and Recovery Point Objective (RPO) targets and provide evidence of routine DR testing. Vendor shall provide an availability SLA with defined uptime commitments, scheduled maintenance windows, and service credits for missed targets.
-

Support Requirements

- Contractor must provide ongoing account management, accessible tech support channels, online testing and training materials, customization tools, and 24/7 support capabilities.

Online Experience – Program Registration & Facility Management

The system shall include:

- **Online Services:** Secure, mobile-friendly, encrypted web experience with customizable branding and analytics.
- **Customer Management:** Secure account login, password control, lockouts, transaction history, holds, account enforcement tools, submitting agreements/documents electronically.
- **Membership Management:** Online purchase, renewal, control of eligible passes, remote scanning, discounts, account updates, submitting agreements/documents electronically.
- **Program Registration:** Online browsing, searching, eligibility enforcement, multi-family checkout, multiple session registrations, real time availability and capacity, notifications, waitlist updates, receipts, signing and submitting agreements/documents electronically.
- **Facility Booking:** Online reservation requests, searchable listings, real time availability and capacity, media display, approvals, downloadable booking info, signing and submitting agreements/documents electronically.

Staff Experience – Program Registration & Facility Management

- System must allow efficient and customizable program setup, categorization, rules, prerequisites, wait lists updates, fee structures, attendance, waivers, roster creation, auditing logs, alerts, and administrative controls.
- Supports complex and customizable booking structures, conflict prevention, capacity rules, scheduling displays, mapping, tentative bookings, contracts/agreements, deposits, fee customization, waivers, amendments, notifications, maintenance integration, reporting, and compliance controls.

Point of Sale

- Supports inventory management, barcode and ticket creation/scanning, flexible pricing, discounts, transaction linking to accounts, automated inventory updating, analytics, and admissions processing.

Reporting & Auditing

- Extensive reporting library required: attendance, residency, usage, revenue, POS, membership, refund, GL, accounting, subsidy tracking, comparatives, marketing segmentation, exportability (PDF/Excel/CSV), and as needed custom report creation. Note: Vendor security assurance requirements (SOC 2 Type II) are addressed separately under System Security & Information Management.
- Robust Audit Controls: Comprehensive tracking via immutable audit trails, role-based access controls (RBAC), and automated change logging to ensure Sarbanes-Oxley (SOX) or GASB compliance.

Marketing & Communication

- Centralized/segmented customer database, email/text campaign capabilities, automated reminders, segmentation tools, promo codes, social network sharing integrations.

Access Control

- System must produce scannable credentials, integrate with gates/turnstiles, support mobile ID scanning, validate eligibility, log entries, restrict access rules, and provide staff alerts where applicable.

Waivers

- Must support readable agreements/contracts on all devices both on paper and electronically, identity verification, e-signature capture, required fields, email copies to customers, and configurable forms.

Financial Controls

- GL export, invoicing, scheduled billing, financial reconciliation, fee assistance handling, and financial reporting.

- Secure Tokenization: End-to-end encryption and payment masking to reduce PCI scope and protect sensitive cardholder data.
 - AR Functionality & Reporting: Advanced Accounts Receivable management with real-time dashboards and aging reports.
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Membership Management (General)

- Flexible membership configuration, card/phone scan usability, restrictions, notifications, renewals, holds, cancellations, discounts, installment billing, EFT/auto payments, communications controls, and photo capture.
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System Security & Information Management

- User authentication via SSO (SAML 2.0 and fully compatible with Microsoft Entra authentication) for all staff and administrative access. Multi-factor authentication (MFA) enforced for all privileged accounts and all staff accounts accessing payment, financial, or PII functions. Role-based access control (RBAC) with least-privilege enforcement. Immutable audit trails for all administrative changes, financial transactions, refunds, pricing edits, and role/permission changes. Audit log retention for a minimum of 12 months online with export capability for City review. Encryption of data in transit (TLS 1.2+) and at rest, with documented key management controls. Data residency disclosure required; U.S. data residency preferred. All City data remains the exclusive property of the City at all times. Vendor shall not use, sell, share, or retain City data for any purpose not explicitly authorized in writing by the City. Uptime guarantees with defined SLA and service credits for missed targets. Data retrieval rights upon request at any time during the contract term.
- SOC 2 Type II Requirement: Vendor shall provide a current SOC 2 Type II report covering the in-scope service, including at minimum the Trust Services Criteria for Security. If the SOC 2 reporting period ended more than 12 months prior to proposal submission, Vendor shall provide a bridge letter. Vendor shall also provide, under NDA if necessary: penetration test executive summary, vulnerability management policy summary, and incident response plan summary.
- Incident Response: Vendor shall maintain an incident response program. Vendor shall notify the City of any confirmed security incident affecting City data within 24 hours of confirmation and provide: scope of the incident, impacted data elements, containment actions taken,

eradication and recovery actions, and a post-incident report within 10 business days. Vendor shall cooperate with City investigation and evidence preservation efforts.

- Vulnerability Management: Vendor shall perform regular vulnerability scanning and annual independent penetration testing of the production service. Vendor shall remediate critical findings within 15 calendar days and high findings within 30 calendar days, with re-test evidence provided to the City upon request.
 - Hosting and Data Residency: Solution shall be cloud-hosted (SaaS) with no City-hosted servers required. Vendor shall disclose all hosting regions, subprocessors, and subcontractors. Vendor shall state whether City data is stored and processed exclusively in the United States.
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Integrations

- Must support API integrations, GIS mapping, export formats, social media compatibility, and digital signage data feeds.
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Account Management

- Robust customer records, duplicate control, documentation storage, alerts, demographic tracking, GIS residency assignment, account history, and customizable fields.
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Subsidy / Fee Assistance

- Supports multiple programs, caps, balances, reporting, visibility tools, exemptions, balance management, and multiple subsidy assignments.
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Staff Management

- Supports different payroll calculation models tied to programs and attendance.
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AI Experience (Desired)

- Provide a 24/7 AI-powered virtual assistant accessible on the web, mobile app, and kiosk interfaces.
 - AI-driven recommendations for programs based on user interest.
 - Support multilingual functionality to improve accessibility for diverse community members.
-

Mobile Experience (Desired)

- Provide a fully native mobile application available on iOS and Android platforms.
 - Mobile app to be native, allow search, browsing, registration, payments, membership management, push notifications, accessibility features, and digital/QR ID capabilities. Vendor shall provide proof of capability including: current App Store and Google Play links, live demonstration of targeted push notifications (segment-based, not broadcast only), digital ID/QR code scanning at access control points, and at least two municipal agency references currently using the native mobile app in production. White-label (City-branded) native app listing is preferred and will score higher in evaluation.
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Kiosk Experience (Desired)

- Supports onsite kiosks for self-service registration, POS, membership management, payments, receipt printing/emailing, and feedback collection. Any kiosk, payment terminal, or card reader deployed for City use shall not connect to City LAN or City-managed Wi-Fi. Devices shall use cellular connectivity (4G/5G) or vendor-managed isolated connectivity that does not traverse City networks. Vendor shall provide device management details (remote updates, tamper detection, replacement logistics) and a transaction data-flow diagram confirming that cardholder data does not pass through City networks and that encryption occurs at the point of interaction using PCI-validated P2PE.
-

Interface Integration (Desired)

- Supports Tyler EERP & Cashiering Interface: Full-system interoperability for real-time data synchronization between front-end collections and back-office management. Vendor shall describe whether integration uses native connectors, middleware, or API-based approaches. Native connectors will score higher. Vendor shall demonstrate GL export in Tyler EERP (formerly Munis)-compatible import format and provide sample export files with the proposal.
- Automated GL Export: Standardized General Ledger mapping that eliminates manual entry errors during the Tyler synchronization process. Vendor shall also describe integration capabilities with TimeAnywhere (NovaTime) for timekeeping, including whether native connectors exist. Vendor shall provide at least one municipal reference agency currently using the proposed Tyler integration in production.

Payment Security (Mandatory)

- City-managed systems, networks, applications, workstations, kiosks, and mobile devices are excluded from the cardholder data environment. (CDE) Under no circumstances shall cardholder data or sensitive authentication data be stored on, processed by, transmitted through, or logged by City infrastructure. All payment transactions shall be processed through a PCI DSS Level 1–validated payment processor, and payment card entry shall occur only on vendor- or processor-hosted secure payment interfaces. Vendor shall be the merchant of record or shall otherwise assume contractual responsibility for PCI DSS compliance related to payment processing.
- For all in-person payment transactions, including point-of-sale terminals and kiosks, the solution shall utilize a PCI Security Standards Council (PCI SSC)–validated Point-to-Point Encryption (P2PE) solution, ensuring payment card data is encrypted immediately at the point of interaction and remains encrypted until received by the payment processor. The City shall not have access to encryption keys or decrypted cardholder data. Vendor shall provide a current PCI DSS Attestation of Compliance upon request and notify the City of any material changes to PCI compliance status or payment architecture.
- Vendor shall provide an annual PCI DSS Attestation of Compliance (AOC) for all in-scope service provider environments used to process card payments, including any payment processor, gateway, and vendor-managed payment platform. Vendor shall also provide a list of all payment subcontractors and their respective PCI AOC status.

- Vendor shall provide a written PCI Responsibility Matrix that allocates PCI DSS responsibilities between Vendor, payment processors, and the City, and shall describe expected residual City obligations and likely merchant SAQ impact.
 - For any card-present payment device, Vendor shall provide: PCI-validated P2PE solution name and version, device models, and confirmation of current PCI SSC validation status.
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Termination or Expiration

- Upon termination or expiration of the Contract, and in the event services are transitioned to another party, the Contractor shall work cooperatively with the City and the City-designated third party to transition operations and services. The Contractor shall plan, prepare for, and conduct the transition of services required under the Contract. Contractor shall provide all City data in non-proprietary, machine-readable formats (CSV and/or JSON) accompanied by a complete data dictionary, within 30 calendar days of the termination or expiration date. Contractor shall maintain read-only access to the system for the City for a minimum of 90 days following the termination or expiration date. Upon confirmation by the City that data export is complete and verified, Contractor shall provide a written certificate of deletion confirming that all City data has been permanently removed from Contractor systems, backups, and any subprocessor environments.
- Upon termination or expiration of the Contract, the Contractor shall remove business venture signage, take down website, and cease any other marketing, advertising, promotional, or other activities requested in writing by the City's liaison.
- All data created, collected, stored, or processed by the system on behalf of the City is and shall remain the exclusive property of the City of West Hollywood. Contractor shall not use, sell, license, share, aggregate, or retain City data for any purpose not explicitly authorized in writing by the City. This restriction survives termination or expiration of the Contract. Contractor shall not condition data export, deletion, or transition cooperation on payment of fees beyond those specified in the Contract.
- Contractor shall disclose all data retention obligations (regulatory or contractual) that may require Contractor to retain copies of City data after termination, and shall specify the retention period and security controls applied to such retained data.

3. INSTRUCTIONS

3.1 Purpose

The purpose of this Request for Proposals (RFP) is to provide interested, qualified Proposers with sufficient information to enable them to submit proposals for a comprehensive recreation management software system designed to enhance and support the City's Recreation Services.

3.2 Proposal Submission

- By submitting a proposal, the Proposer affirms that the Company is familiar with all the terms and conditions of this RFP and is sufficiently informed in all matters affecting the performance of the work and provisions of labor, supplies, material, equipment, and facilities called for in this RFP. All proposals submitted should contain a clean explanation of how the Scope of Services will be achieved by the Proposer, and how the Proposer's experience and background lends itself to a successful outcome. Additionally, the Proposer affirms that the Proposal has been checked for errors and omissions and that all information provided is correct and complete.
- All proposals shall be completed by the President, Chief Executive Officer, or individual authorized to act on behalf of the Company, with current Power of Attorney, if applicable. The name and mailing address of the individual making the proposal must be provided.
- Proposers shall submit one (1) electronic PDF copy of their proposal to the PlanetBids submittal portal.
- No oral, telephonic, or telegraphic proposal or modification of Proposal will be considered.

3.3 Disclosure of Contents of Proposal

All proposals accepted by the City of West Hollywood shall become the exclusive property of the City. **All proposals accepted by the City shall become a matter of public record and shall be regarded as public once the City has negotiated an agreement, with the exception of those elements of each**

proposal which are identified by the Contractor as business or trade secrets and plainly marked as “Trade Secret”, “Confidential” or “Proprietary”. Each element of a proposal which the Contractor desires not to be considered a public record must be clearly marked as set forth above. Identification of a page as Confidential or Proprietary does not preclude the City’s ability to comply with the California Public Records Act and will not deem any part nor the entirety of the proposal as Confidential or Proprietary under the California Public Records Act. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain confidentiality to the extent permitted by the California Public Records Act.

3.4 Proposal Due Date

Proposals will be accepted up to the hour of 5:00 p.m. PST on March 27, 2026.

3.5 Schedule of Events

This RFP has been developed to provide adequate information for potential Proposers to prepare proposals and to permit the City to fully consider the various factors that will affect its decision. The tentative schedule of release, submittal, evaluation, and selection is:

Request for Proposal Release Date	February 26, 2026
Request for Information (RFI) Due	March 13, 2026 by 1:00 p.m. PST
Response(s) Posted	March 20, 2026
RFP Due Date	March 27, 2026 by 5:00 p.m. PST
Interviews	April 22 and/or April 23, 2026
Award Contract	June 2026
Notification of Non-Award	June 2026
Contract Begins	July 1, 2026

3.6 Questions and Inquiries Related to RFP

Proposers must satisfy themselves by personally examining the work site; standard specifications, standard plans, and other contract documents and by

any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No proposer shall at any time, after submission of a proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in RFP documents shall be called to the attention of the City by submission of a written request for clarification or question. Such submission, if any, must be sent using the "Q & A" tab of the electronic proposal system at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

Any substantive inquiry should state the question only, without additional information, using the "Q & A" tab of the electronic proposal system. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, email, or in-person will not receive a response. City's responses to all submitted questions will be posted electronically at the end of the question period.

Any Proposers found to be soliciting other members of City staff, or elected and appointed officials during this RFP process may be disqualified.

3.7 Common Questions and Answers

Q: Will the City grant an extension for submission of proposals?

A: Unfortunately, extensions cannot be granted.

3.8 Proposal Format

Please note: All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposal, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Proposer will become the property of the City when received and are subject to public records requests.

Submission Contents

The Request for Proposal submission must include a detailed description of the experience of the firm (or individual, if applicable). Emphasis should be placed on those areas which evidence the capability to effectively develop and

administrate an operation of this type.

Please utilize the boxes below (☐) as a checklist to ensure a complete response to the RFP. Proposals must include the following sections and organized with each section noted on the top right-hand corner of the header as indicated here:

☐ Proposal Profile/Experience. A brief profile of the company including the capability to provide the required scope of services; the year founded; form of the organization (corporation, partnership, sole proprietorship, etc.); number of employees, minimum three business references, and locations of previous and current municipalities/organizations managed by the proposer (if any).

☐ Description of Services. Provide a description of the unique services, products, marketing strategies, and benefits the company will provide as part of its services.

☐ Financial Capacity. Provide a brief narrative describing the Proposer's overall financial condition, including revenue trends, profitability, and ability to sustain operations throughout the contract term.

☐ Transition/Implementation Plan. Proposer shall submit a comprehensive transition and implementation plan that demonstrates a thoughtful, organized, and achievable approach for transferring/implementing current services into the new system without disruption to service quality. The plan should clearly outline key milestones, anticipated timelines, major transition activities, staffing responsibilities, system readiness, training support, and anticipated involvement of City staff. Although final details may evolve, the proposal must provide a clear framework, methodology, and schedule for achieving a smooth transition that meets the requirements and expectations of this RFP. **Current vendor must address how they will implement services to meet updated standards and requirements not included in the existing agreement.**

☐ Exceptions to RFP, Contract, and/or Insurance Provisions. Submission of Exceptions to RFP, Contract, and/or Insurance Provisions as shown in Exhibit B.

☐ Non-Collusion Declaration. Submission of non-collusion declaration as shown

in Exhibit C.

□ Cost of Services. Provide a completed Proposal Cost Worksheet as shown in Exhibit D.

□ Functional Requirements. Provide a completed Functional Requirements Worksheet as shown in Exhibit E.

□ Proposer Terms, Conditions, and Licensing Disclosure. The Proposer shall submit, as part of its proposal, all standard terms and conditions, licensing agreements, end-user license agreements (EULAs), subscription terms, service level agreements (SLAs), data processing agreements, and any other contractual documents that would apply to the City's use of the proposed Recreation Management Software and related services. The Proposer must clearly identify any provisions that may conflict with City contracting requirements, including but not limited to indemnification, limitation of liability, data ownership, privacy, insurance, automatic renewals, fee adjustments, governing law, and termination terms.

3.9 Evaluation Factors

No single criteria will dictate the City's ultimate selection. The relative importance of these factors involves judgement on the part of City staff. Specific evaluation criteria will include the following:

Round 1 – 75%

- **Vendor Information 25%:**
Experience, qualifications, description of services, transition/implementation plan and financial capacity/history.
- **Cost of services 25%.**
Proposals will be evaluated on the total pricing for all products and services identified in the proposal, including any integration costs, travel

costs, and value-add items ownership, including implementation, licensing, subscriptions, maintenance, data migration, training, and optional modules as outlined in Exhibit D.

- **Functional Requirements 25%:**

Proposals will be evaluated on the system's ability to meet or exceed the functional and technical requirements as outlined in Exhibit E. Scoring will reflect both native capabilities and the Proposer's ability to tailor solutions to the City's operational needs.

Round 2 – 25%

- **Proposer Interview/Demonstration – 25%**

The City will invite top-ranked Proposers to participate in an interview and system demonstration to further assess their proposed solution. Evaluation will focus on the Proposer's ability to clearly demonstrate system functionality, communicate technical information effectively, and respond transparently to questions regarding implementation, usability, and operational fit.

Proposers' proposals will be evaluated against the specifications as presented in the RFP. A Proposer may or may not be eliminated from consideration for failure to completely comply with one or more of the requirements depending on the critical nature of the requirements.

4. CONDITIONS

4.1 Firm Prices

Program prices quoted by Proposer shall be firm prices for the first year and proposed increases for years two and three. Firm program prices are not subject to increase during the term of any contractual agreement arising between the City and Proposer as a result of said proposal. Proposer's quoted prices **must** include any applicable federal state tax. Proposers are to stipulate the expiration date of their quoted proposal.

4.2 Right to Purchase From Any Source

The City reserves the right to purchase from any source or sources, in part or in whole, any desired products or services relating to this proposal.

4.3 Right to Reject Any or All Proposals

The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the City. Where two or more Proposers are deemed equal, the City reserves the right to make the award to one of the two Proposers.

4.4 Contracts

It is recognized that the formal basis of any agreement between Proposer and City is a contract rather than a proposal. Please see sample contract (Exhibit A).

4.5 Service Date

Proposers will specify in their proposals that the proposed beginning date of July 1, 2026, is acceptable.

4.6 Right to Submitted Materials

All proposals, inquires, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Proposer will become the property of the City when received and are subject to the public records requests.

4.7 Insurance Requirements

For the duration of the contract, Proposer shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to City. The cost of such insurance shall be borne by the Proposer. Specific insurance provisions will be delineated in the contract between Proposer and City (see Exhibit B).

4.8 Non-Discrimination

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy which requires that Contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, or

medical condition. Upon acceptance of a proposal, the City may request that the selected firm sign a statement affirming their compliance with this policy.

5. CITY REQUIREMENTS AND CONDITIONS

- a. All costs of proposal preparation shall be borne by the Proposer.
- b. The proposal should always include the Proposer's best terms and conditions, though the City reserves the right to negotiate.
- c. All proposals become the property of the City, which reserves the right to use any or all of the ideas in these proposals, without limitation. Selection or rejection of a proposal does not affect these rights.
- d. The City reserves the right to extend the RFP submission deadline if, in the City's sole judgement, such action is in its interests. If the deadline is extended, all applicants will have the right to revise their proposals.
- e. The City reserves the right to reject all, or any, of the proposals it receives.
- f. The City reserves the right to withdraw or modify this RFP, and to refrain from awarding contracts altogether.
- g. The City reserves the right to request additional information, including agency support documents, during the RFP evaluation process.
- h. Prior to award of the contract, the City reserves the right to request additional information about the history of operations of the Proposer and its principals. In addition, field review of existing equipment, facilities and operations may be carried out.
- i. Proposals deemed non-responsive will be returned.
- j. Unacceptable conditions, limitations, provisions, or failure to respond to specific instructions or information requested may result in rejection of the proposal.
- k. No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for one hundred eighty (180) days after the final proposal submission date.
- l. Upon request, all proposals will be available for public review (except financial statements, submitted under a separate cover with request for confidentiality, which shall be disclosed only upon order of a court with competent jurisdiction) once negotiations are complete and contract award is ready to be made to the successful Proposer.
- m. Any changes to the RFP requirements will be made by addendum. All

addenda shall be signed and attached to the Proposal Form. Failure to attach any addenda may cause the proposal to be considered non-responsive. Such proposals may be rejected.

- n. No prior, current or post award verbal conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
- o. Non-acceptance of any proposal will not imply criticism of the proposal or convey any indication that the proposal or proposed system or equipment was deficient.
- p. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that no proposal was deemed acceptable.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
SAMPLE CONTRACT – EXHIBIT A**

This Agreement is made on this ____ day of _____, 2026, at West Hollywood, California, by and between the City of West Hollywood, a California municipal corporation located at 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the “CITY”), and INSERT CONTRACTOR NAME AND ADDRESS (hereinafter referred to as the “CONTRACTOR”).

RECITALS

- A. The CITY proposes to contract for professional services related to SUMMARIZE SCOPE OF SERVICES, as detailed below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

- 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in “Exhibit A,” which is attached hereto and incorporated herein by reference.
- 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on INSERT TERMINATION DATE, unless extended in writing in advance by both parties.
- 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY’s satisfaction, in accordance with the schedule incorporated in “Exhibit A,” unless extended in writing by the CITY.
- 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed _____ for services provided pursuant to this Agreement as described in “Exhibit A.” Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY’s satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
- 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY’s Representative.** Unless otherwise designated in writing, INSERT NAME AND TITLE, shall serve as the CITY’s representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 5.2. **Manager-in-Charge.** For the CONTRACTOR, INSERT NAME AND TITLE, shall be in charge of the project on all matters relating to this Agreement and

AGREEMENT FOR PROFESSIONAL SERVICES

any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
 - 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.
6. **TERMINATION.**
- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
 - 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.
7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both City and Contractor, or should City otherwise

AGREEMENT FOR PROFESSIONAL SERVICES

find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- City means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

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

8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this

AGREEMENT FOR PROFESSIONAL SERVICES

Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

- 8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.
- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII. Each policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including

AGREEMENT FOR PROFESSIONAL SERVICES

any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
 - 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
 - 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 - 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
 - 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against

AGREEMENT FOR PROFESSIONAL SERVICES

CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.

- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

Attention: INSERT NAME

CONTRACTOR:
The Lew Edwards Group
5454 Broadway
Oakland, CA 94618

Attention: INSERT NAME

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

AGREEMENT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 2026.

CONTRACTOR: CONTRACTOR NAME

Name, Title

CITY OF WEST HOLLYWOOD:

DIRECTOR NAME & TITLE

Jackie Rocco, City Manager

ATTEST:

Melissa Crowder, City Clerk

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Scope of Services:

(INSERT)

Time of Performance:

(INSERT)

Special Payment Terms:

(INSERT)

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Certificate of Exemption from
Workers' Compensation Insurance

TO: City of West Hollywood

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

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

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____

CITY OF WEST HOLLYWOOD CODE OF ETHICS FOR CONTRACTORS

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

Policy 1. CONTRACTORS shall be committed to the CITY.

Rules:

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

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

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

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

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

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

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

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

Rules:

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

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

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

Rules:

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

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

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

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

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

Approved by City Council Minute Order on February 3, 2020

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any West Hollywood City Council Member from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision from the business/board or applicant.

The Levine Act also requires a member of the West Hollywood City Council who has received such a contribution to disclose the contribution on the record of the proceeding.

Current West Hollywood City Councilmembers are listed at:

<https://www.weho.org/city-government/city-council>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$250 to any West Hollywood City Councilmember in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

YES If yes, please identify the Councilmember(s):

NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$250 to any West Hollywood City Councilmember in the 12 months following any Council action related to your proposal or application?

YES If yes, please identify the Councilmember(s):

NO

Answering yes to either of the two questions above does not preclude the West Hollywood City Council from awarding a contract or approving an application or any subsequent action. It does however, preclude the identified Councilmember(s) from participating in any actions related to your proposal or application.

Date

Signature of authorized individual

Company/Applicant Name

NON-COLLUSION DECLARATION – EXHIBIT C

This form must be filled out and submitted as part of the Proposal

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on

_____. (Date) at _____ (City), _____ (State)

Signed _____

PROPOSAL COST WORKSHEET – EXHIBIT D

This form must be filled out and submitted as part of the Proposal

Proposers should submit their price proposal that includes pricing for all products and services identified in the proposal, including any integration costs, travel costs, and value-add items. All pricing must be provided in USD.

Pricing should be provided in a format similar to the following table:

#	Item	Cost Type (Recurring, Annual, One-Time, etc.)	Cost
1.	Start Up Costs		\$
2.	Subscription Fee Costs		\$
3.	Configuration & Data Migration Costs		\$
4 .	Per Transaction Costs		\$
5.	Support & Training Costs		\$
6.	Please provide costs for any additional services not mentioned <i>(mobile app, AI, API key, etc.)</i>		\$
7.	Total Year 1 Cost		\$
8.	Total Year 2 Cost		\$
9.	Total Year 3 Cost		\$
10.	Total Year 4 Cost		\$
11.	Total Year 5 Cost		\$

FUNCTIONAL REQUIREMENTS – EXHIBIT E

This form must be filled out and submitted as part of the Proposal

Instructions

Proposers are required to respond to each individual requirement listed in the attached document Exhibit E- Functional Requirements using the response code below. If any response requires additional clarification, or if the Proposer determines further explanation would be beneficial, please describe how the requirement will be met in the Explanation/Clarification column.

Response Code	Description
Yes (Y)	Requirement is fully supported by the proposed solution.
Partial (P)	Requirement is partially supported by the proposed solution. Include comments describing how the requirement is partially supported, and if additional funds and/or upgrades will be needed to fully support the requirement.
No (N)	Requirement is not currently supported and is not on the product roadmap for release in the next 6 months.

COMPANY OVERVIEW			
Proposer Requirements			
Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	Has the Proposer been operating in the Parks and Recreation space for more than 5 years?		
2	Is the Proposer able to manage rush registrations and high volume periods?		
3	Does the Proposer have a disaster recovery plan?		
4	Does the Proposer provide data redundancy to mitigate loss of data?		
Payment Processing and Pricing			
Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	Does the Proposer have an integrated payment processing solution?		
2	Does the Proposer charge a fee per every transaction? If so, please outline the cost		
3	Does the Proposer charge a fee per module? If so, please outline the cost.		
4	Does the Proposer charge a fee per user/license? If so, please outline the cost.		
5	Does the Proposer manage chargebacks? If so, please outline the cost		
6	Is your price fixed throughout the term of the agreement? (Assuming the scope of the project stays the same).		
7	Does the Proposer provide a system for managing payment reporting?		
Technical Requirements			
Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	Software to be installed is the latest available. Identify the most current stable release for all software and firmware to be installed.		
2	System is compatible with Microsoft Windows 10 or higher systems and standard USB hardware. Provide system requirements and hardware/software recommendations.		
3	System supports operations on Microsoft SQL server as the server platform.		
4	Provide hardware requirements for: touch screens, pin pads, cameras, gate kickers/turnstiles/door locks, cash drawers, scanners, photo ID card printers, and any other applicable devices.		
5	Does the software utilize any plug-ins such as Java, Silverlight, Flash etc.? If so, please state which plug-ins are required and why.		

6	All software applications and any recommended hardware must be compliant with a routed IP network.		
7	System operates in real time. Example: upon completion of a program registration, the rosters, client accounts, all financials, schedules, statistics, reports, etc. are updated automatically.		
8	Provide the communication and deployment plan for system upgrades and all other maintenance and service interruptions.		

Support Requirements

Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	A primary point of contact will be assigned as the Project Manager who will act as the point of contact for the course of the implementation.		
2	An account representative will be assigned, who will act as a central point of contact after implementation.		
3	The Proposer has a dedicated support website with product information, support and software release downloads.		
4	The Proposer's support provides a ticketing or issue tracking system that is accessible online.		
5	The Proposer offers phone support. If so, please indicate hours of operation including the time zone.		
6	Will remote access be required to provide support? If so, please explain methods used.		
7	System documents and training materials are available online.		
8	End user training can be provided remotely via the Internet.		
9	Does the Proponent have a defined process for managing support resources and priorities, including an established escalation process?		
10	Product revisions, upgrades and enhancements are provided for no additional cost as part of support and/or maintenance.		
11	Does your support have a Service Level Agreement (SLA)? If so, describe the major section of the SLA (uptime guarantees, performance guarantees, liability, etc.).		
12	Indicate the rate for customizations and modifications (i.e. custom reports)		
13	Support is available 24/7/365 via phone.		

MOBILE EXPERIENCE

Mobile App			
Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	Does the Proposer have a fully native App that can be downloaded from the iOS and Android stores?		
2	Can citizens browse, register, and pay for programs and rent facilities on the app?		
3	Does the app support search functionality through natural language? (i.e. "Art classes for my 12 year-old on weekend morning before 11am")		
4	Does the app allow citizens to manage personal and family membership details?		
5	Does the app allow citizens to manage existing registrations through the mobile app?		
6	Does the app provide real-time push notifications such as event reminders?		
7	Ability to register more than one person in a single transaction.		
8	Can the app handle support for resident/non-resident and member/non-member fees?		
9	Does the app allow in-app notification when a spot is available for a course they are waitlisted in?		
10	Does the app have a Digital ID Card in order to reduce the financial and environmental impact of plastic cards?		
11	Does the app have a Barcode ID Card or QR code capability for in-app ID cards?		
12	Is Accessibility native to the app with support for user control of display/text size, light/dark modes, and speech-to-text?		
13	Can Payments be completed through the mobile app?		
ONLINE EXPERIENCE			
Online Services Requirements			
Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	Is the online aspect of the system compatible with all current versions of Chrome, Firefox, Internet Explorer and Safari.		
2	All Internet communication is encrypted; websites are using SSL. Indicate the encryption used.		
3	Public facing websites are adaptable and mobile-friendly.		
4	System administrator can define a timeout to remove any held items from an incomplete, inactive transactions.		

5	Web application provides ability to completely customize the “look and feel” of the website through cascading style sheets. The site can be configured to have the same color, fonts, backgrounds, and header as the existing website. How are these changes maintained when updates are deployed? Explain.		
6	Ability to add custom tracking code using Google Analytics.		
7	Ability to have images and graphics display on the website and add custom hyperlinks.		
8	System has options for custom online program guide/ brochure capabilities. Please describe.		
9	Ability to utilize HTML elements within existing website.		

Web – Customer Management

Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	System controls online log-in to the database via a unique identifier (customerID and password, email address and password)		
2	Web application enforces strong password rules including forcing change when system generated password is first utilized.		
3	Automated retrieval of password, if forgotten.		
4	System supports failed login lock-out policies.		
5	System provides for self- service account creation depending on definable system parameters (set by system administrator).		
6	System has the ability to not allow further account activity until outstanding balance on account is paid.		
7	Customers can view their transaction history and reprint receipts.		
8	System supports holds on memberships. Example: a customer is away for a period of time, their account can be put on hold until they return.		

Web – Membership Management

Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	Detailed membership product information displayed including description of membership types, plans, terms, benefits and fee(s).		
2	Current members can view existing memberships and usage.		
3	System allows for online membership processing/sales.		
4	System allows for online membership renewal		

	processing.		
5	System administrators can control which passes are allowed for online purchase.		
6	Memberships can be scanned from a mobile device. Remaining punches or membership expiry is identified, if applicable.		
7	The system has the ability for remote scanning for non- networked locations using mobile application or web app.		
8	System allows for membership discount to be applied for program registration with valid membership plan, type and term.		
9	System allows for updates to member's account and payment information.		
Web - Program Registration			
Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	System has online program registration.		
2	Ability to feature programs with user-defined low registration numbers on the web automatically.		
3	Online registration site includes content management features that allows users to upload documents and content on a regular basis.		
4	System has the ability to automatically display available programs (based on user-defined settings).		
5	System allows customers to browse programs and availability online.		
6	System controls the dates and times allowed for online registration by program and by customer type (i.e. residency)		
7	A detailed program search function allows customers to search for programs online. Flexible keyword search capability.		
8	Detailed program information – display of current enrollment, comments, fees, dates, times, instructors, holidays, ages and grades can be viewed as defined by system administrator.		
9	System has a method for calculating automatic registration discounts for members with a defined membership plan, type and term.		
10	Customers can register multiple family members for multiple programs on the same transaction during online registration and make one single payment.		
11	System can present and process custom program questions/prompts during the online registration process.		

12	Detailed program registration receipts are provided in PDF format, both onscreen and directly emailed to the customer's email address.		
13	Program registrants contact lists to advise participants of program changes via email or other method of notification.		
14	Ability to offer third party program registration.		
15	System allows for online weight room orientation, private swim lesson, e.g. scheduling.		
16	Does the system allow for online withdrawals?		
17	Does the system allow the City to display programs online, but not allow registration?		
18	Can the system assign different registration dates (both online and in person) for members, general public, and residents?		

Web - Facility Booking

Item		Response (Y, P, N)	Explanation/Clarification
1	Allows for online facility bookings. The ability to complete bookings online can be turned on and off by system administrators.		
2	Ability to control which facilities are allowed and not allowed for online booking.		
3	System can control minimum and maximum days/hours in advance that a booking can be made online.		
4	Ability to process an online request for booking which requires staff to review and approve.		
5	The system can store facility images (pictures and videos) for access/display.		
6	System has the ability to display detailed facility information, including availability, schedules, comments, fees and facility images (based on user-defined settings).		
7	System includes a detailed facility search function allowing for customers to search for available facilities online.		
8	Customers can make facility bookings directly from graphical display and map views.		
9	Allows for online facility reservation processing with or without immediate payment.		
10	System provides detailed booking information download to mobile device for viewing purposes.		
11	Ability to schedule dressing rooms with venues and display room assignments on web site and screens.		

STAFF EXPERIENCE

Program Registration - Facility Management

Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	Registration integrates with facility bookings		
2	Software tracks the date and user when user creates and modifies a program. Admins can view the history of changes.		
3	System includes a search function enabling users to easily find program details and information based on program criteria. Describe search parameters.		
4	System has the ability to use a copy function for programs so as to expedite data entry when setting up future seasons/sessions.		
5	Program are grouped into user-defined categories. Example: Fitness, Skating, Swimming.		
6	Program numbers can either be system generated or user defined.		
7	Program status codes are automatically applied by system and others as a result of user actions. Example: Active, Inactive, Course Over, Course Closed, Course Cancelled, etc.		
8	Program titles and description fields have capacity for unlimited character length. If not, explain and provide the character limit.		
9	System automatically calculates days and dates for recurrences/number of classes specified (see above) based on program start date.		
10	Program allows for removal and/or addition of days. Example: remove holidays and facility closures; add a date for testing, awards, a special event, etc.		
11	Ability to set minimum and maximum number of registrants per program.		
12	Ability to designate minimum and maximum age range for each program. Proper age check is calculated based on user- defined date Example: by end of program, by 'X' date, etc.		
13	Ability to set program gender restrictions; i.e. male only, female only, or co-ed.		
14	Ability to book multiple programs into a single space. Explain methodology. Example: multiple skating programs on one sheet of ice.		
15	Programs can be associated to multiple facilities, and the system reserves those facilities automatically for the program.		

16	Program facility set-up/maintenance needs are linked for each program. Set-up/maintenance comments are included on facility set-up schedules and reports. Example: flooding after skating program.		
17	Multiple instructors can be linked to each program.		
18	Software has the ability to assign more than one fee to each program such as resident/non-resident or pass holder/non-pass holder, age grouping, etc.		
19	Ability to set-up custom questions/prompts for each program.		
20	System allows for multiple prerequisite programs to be linked. Example: must take session 'A' and 'B' before registration into session 'C' is allowed.		
21	Ability to set-up programs with flexible registration and associated fee options for designated programs. Explain. Example: register and pay a prorated fee for one day out of a five day camp.		
22	System allows for unlimited characters of text for program notes for the customer. Example: please bring 'X, Y, Z' to your program; special presentation in class on 'X' day. These program notes are displayed online, on customer receipt, and/or other methods. Explain.		
23	System allows for recording program attendance.		
24	System allows for reporting on program information such as Below Minimum Registration Requirement, Program Waitlists, Fees assigned to programs, etc.		
25	System provides a program roster with program information and basic participant information. Ability to include more detailed participant information (medical information, emergency contacts).		

Program Registration - Activity Management

Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	System includes a search function enabling users to easily find program details and information based on program criteria. Describe the search parameters.		
2	On-screen, read-only viewing capability. The ability to inquire about program information (no changes allowed).		

3	System displays the number of participants currently registered and how many spots are available in each program, for users as well as for customers online.		
4	System does not allow overrides to max counts, age, gender, grade, etc. without appropriate user security permissions.		
5	Ability to suspend online registration for a specific period of time for courses added to accommodate waitlists.		
6	System automatically alerts the user and customer online during registration when customer does not meet a program or registration requirement Example: age, grade, gender, etc.		
7	System automatically alerts the staff member and customer online during registration when customer wants to register for a class they have already registered for. If yes, does the system allow for overriding this alert (by user and customer online) and proceed with the registration? Explain.		
8	System automatically alerts the staff member and customer online during registration if there is a time conflict with existing program registrations. If yes, does the system allow for overriding this alert (by user and customer online) and proceed with the registration? Explain.		
9	System automatically alerts the staff member and customer online during registration when customer wants to register for a program that is full or that has been cancelled. If program is full, does system prompt to add customer to the waitlist? Explain.		
10	System has the ability to transfer an individual or group from one program to another, and if a difference in fee exists, the system automatically handles the financial data so that the fee difference can be collected or refunded.		
11	System has the ability to process cancellations for individuals or the entire class in a single transaction.		
12	The system must handle waitlists if program is full, and display the number of registrants currently on the waitlist.		
13	When a customer cancels or transfers from a full program, which creates an available spot, the system automatically alerts the next customer on the waitlist. Explain methodology.		

14	In the case of a withdrawal or transfer opening a spot for a customer on the waitlist, the system has the ability to automatically inform the customer(s) on waitlist that a spot is open. Explain methodology.		
15	System allows users to override the waitlist to make changes to the registrations in a program.		
16	Ability to override or adjust class fees based on user's security permissions.		
17	Provides for automatic calculation of fee proration prior to completing the registration if program has already begun (based on system rules and user security permissions).		
18	The system automatically selects and applies the appropriate customer fee (resident, non-resident, age, passholder, fee assistance, etc.) based on the information in the customer's account and parameters set in Program Maintenance - for in person AND online registrations.		
19	System allows for user-defined registration questions allowing for any data fields/questions to be set-up and tracked for the program. During the registration process, the questions defined are presented for input. Example: T-shirt size, waiver response		
20	What types of answer fields are available to answer custom prompts? Example: tables, yes/no, text.		
21	The system produces a standard receipt with program name(s), date(s), time(s), location(s), descriptive comment(s), payment information (payment amount, balance owing), tax number, date/time of transaction, user, and payment method.		
22	Receipts can be printed, emailed or both (simultaneously) pending customer request.		
23	Direct email feature pulls customer email addresses from the database, as opposed to manually entering email addresses.		
24	Receipts can be customized to modify aspects such as: multiple logos, object placement, user-defined text, font, and software data fields. Explain fields available for customization.		
25	Custom text/receipt can be selected from multiple choices by the user prior to printing receipt. A default receipt can also be identified.		
26	Does the system allow a customer/family to see their activity calendar online?		
27	Does the system have the ability to embed online		

	registration on the City's website, matching the look and feel?		
Facility Booking			
Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	System tracks date and user when user creates and modifies a booking. Can report on all changes to bookings for auditing, customer information, and billing purposes.		
2	The system has scheduling/booking capabilities for any facility type, such as gyms, fields, courts, shelters, auditoriums, rinks, pools, pavilions, parks, and other rooms/spaces.		
3	Ability to use a copy function for bookings to expedite data entry when setting up future seasons/sessions.		
4	System includes a detailed facility search function for users to search for available facilities.		
5	Allows for facility schedule inquires and viewing by date range, day, week, or month in calendar form.		
6	Calendar feature resembles grid display and has similar functionality.		
7	System provides customizable viewing of all booking details for a given facility. Example: customer/organization name, the purpose (event),user who made booking, etc.		
8	Ability to view multiple facilities on a single screen.		
9	Ability to view multiple facilities by day, week, or month.		
10	Ability to identify different booking types by a color code so the events display in different colors on the calendar.		
11	System allows for internal/administrative bookings with no fees.		
12	Capability to manage any number of facilities by user- defined hierarchy of facility category, facility type, location, and unique identifiers.		
13	The system recognizes rooms/spaces as part of a larger facility and will not allow an individual room/space to be booked if the larger encompassing facility is already booked, nor allow the facility to be booked if an individual room/space within is booked.		
14	System manages facilities with overlapping rooms/spaces, dates and times (does not allow double bookings in overlap situations without appropriate user security permissions).		

15	System warns users if a conflict exists prior to the completion of a booking, shows the conflicts to be resolved, and allows resolution of conflicts one at a time.		
16	Ability to link facilities into facility groups to allow for reserving multiple facilities in a single step.		
17	Ability to identify amenities/unique features of each facility or rental item. These amenities and features should be searchable.		
18	Ability to reserve a facility directly from the calendar by highlighting a time slot.		
19	Ability to search for booking information by customer/organization name or booking number.		
20	System includes a fully customizable, graphical rental interface (map) that can be used for viewing and processing bookings. Example: a gymnasium map that is touch screen friendly, printable and allows for viewing and processing of bookings.		
21	System allows for the following types of bookings in one process/step: one-time bookings (one day only), pattern bookings (e.g. every Tuesday and Thursday for the next four months), chosen set of bookings (any combination of any date sequence). Prior to the completion of a repeating/pattern booking, all line items are displayed to allow for adjusting or deleting items without having to process another transaction.		
22	The system has the capability to amend current bookings (i.e. system does not require deletion of current booking and re-entry of a new booking to make a change).		
23	Ability to apply user-defined fees for specified changes/amendments to bookings.		
24	Ability to create custom questions for the booking process which can then assess an additional charge depending on the customer's answer and roll into the contract details. Ability to link these questions to applicable facilities and rental items.		
25	System supports making tentative bookings. Describe how a tentative booking is finalized.		
26	Booking status codes are automatically applied by the system and others as a result of user actions. Example: tentative, firm, active, inactive, booking over, booking closed, cancelled, etc.		
27	The system automatically prompts to generate a contract with customer name/address with details of booking(s), charges, and special requirements.		
28	Contract number can be system/user generated.		

29	Allows for recording of attendance.		
30	System alerts users if adding an event will exceed allowable attendance.		
31	The system allows for specific operating dates and times for each facility (open and close).		
32	Allows linkage of unique maintenance comments to each facility, where the comment/note prints on the staff maintenance schedule report.		
33	Allows for booking set-up and clean-up time assignments.		
34	System can control the time in advance that bookings are allowed by various user security settings – minimum time prior to bookings and maximum advanced booking times. Example: ability to allow bookings six months out, with no bookings allowed within three days of booking date.		
35	Allows multiple fees to be assigned to each facility or rental item, for each customer type (resident, commercial, non-profit, etc.).		
36	Fees adjust automatically based on user-defined periods of time. Example: prime/non-prime time.		
37	Besides the regular booking fee, the user is able to add additional fees. Example: extra participants, other rental items, defined surcharges.		
38	Allows for fee discounting at the time of the booking, based on user security permissions.		
39	The system provides for updating charges, partial payment processing, future payments, damage deposit payments and refunds, payment reversals, transfer/cancellation fees, and credit balance refunds.		
40	Ability to collect, refund, debit, and track security deposits.		
41	The system has the ability to customize contracts/agreements with multiple logos, terms, and conditions of use with multiple versions, based on facility booked. The appropriate version is integrated into the generated contract, as opposed to being a separate document.		
42	Contract/Agreement details the booked facility/item, customer information, date/time start and finish, amount due, unique comment(s), fee information, payment method, date and time of transaction, and user. Multiple bookings (for one or multiple facilities) may be included in one contract.		

43	Option to produce a version of the contract/agreement with a simplified description of the booked facilities. The aim is to be able to articulate the bookings on a contract with thousands of bookings.		
44	Contract/Agreement layout is customizable to include multiple logos, text areas, fonts, sections, software data fields, etc.		
45	System has the ability to email a contract/agreement to multiple contact email addresses.		
46	Ability to reprint contracts/agreements as needed.		
47	Ability to link equipment and/or personnel resources as part of a facility, to be used as possible elements of the booking.		
48	Ability to link a rental item to a rental classification, which provides for the collection of additional information from the customer, based on what is being rented. Example: if a booking is a party, the system will request the number of attendees, tables, sound system requirements, etc.		
49	Allows unique comment text linked to the rental item which prints on the contract. Example: conditions of use.		
50	System has the ability to store and track detailed information about equipment/rental items such as year purchased, Proposer, warranties, etc.		
51	Ability to rent equipment to an account in the system, in order to track rentals to specific customers.		
52	System includes ability to produce reports on the Facility Booking functions such as Facility Schedule Reports, Maintenance Reports, Facility Usage, Set of Contracts based on certain criteria, Customer-Based Booking Report, etc.		
53	System allows entry of global skip days, such as Christmas day. System will not allow reservations for sessions or events on dates designated as skip days.		
54	Dusk to Dawn lighting restrictions. Based on geographic region, system can determine what time the sun will go down and will block a facility (or warn staff) when a reservation on a field that does not have lights has been reserved. This feature is a double check to assure that fields without lights are not reserved after dusk.		
Point of Sale			

Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	System has ability to manage POS inventory functionality (tracking, order limits) on an individual item basis.		
2	System allows for system generated or user-defined, alpha-numeric codes for each inventory item. Each transaction code may have as many of these inventory items associated with it as needed. System is able to handle significant numbers of inventory items. If there is a limit, explain. Example: the transaction code is clothing and there are 300 unique, individual clothing inventory items.		
3	Ability to track POS inventory through product issued barcodes.		
4	Ability to create and print UPC barcodes for items without product barcodes. If hardware is required, explain.		
5	Ability to associate Proposers (with primary Proposer assignment) for each inventory item.		
6	Ability to link UPC codes to each inventory item.		
7	Ability to link a storage location identifier (example: bin number, facility) to each inventory item, and transfer items between locations.		
8	Allows for option to set retail price manually or automatically via flat mark-up percentage based on cost, or by margin.		
9	System allows for an assigned global discount which automatically discounts all items for a given timeframe.		
10	System allows for the return of an item which adds the item back into inventory, based on user security permissions.		
11	System allows for multiple screens/pricing/item/service set-ups to allow selling specific items/services based on facility, function, or line of service delivery.		
12	The system provides for admissions (daily use/non-pass holder) processing.		
13	Screen layout allows for unlimited number of drill-down screens (subcategories) to accommodate large volume of items and item categories. If not, explain.		
14	System allows for the selection of the item/service to be sold by each of the following methods: selecting the item from a list, barcode (UPC or other) scanning, programmable keyboard or keypad.		

15	Item barcode scanning does not interfere with pass scanning.		
16	Allows for the sale of an unlimited number of line items for each transaction. If not, explain.		
17	System allows price adjustments (e.g. coupons) with the ability to adjust by a flat dollar amount or a percentage amount. Adjustment can be applied to either the entire transaction or a single line item.		
18	System provides the option to link a POS transaction to a customer for reporting and statistical purposes.		
19	System automatically maintains and tracks inventory data such as quantity in stock, re-order point, normal stocking level, and quantity on order.		
20	System has the ability to track and graph product sales by inventory categories.		
21	System can assign custom prompts to individual item sales and price adjustments, in order to collect information.		

Reports Required

Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	Report that shows time of scan by individuals.		
2	Daily usage of venues		
3	Daily participation in programs		
4	Weekly membership sales (cash/credit based) by category and type.		
5	Weekly program sales (cash/credit based) by category.		
6	Weekly drop-in sales by category.		
7	Weekly retail sales.		
8	Weekly sales of other products (cash/credit based).		
9	Weekly venue rental revenue.		
10	Weekly member participation in programs.		
11	Weekly drop-in sales by category and by number		
12	Weekly venue usage number and as compared to previous years and budget.		
13	Breakdown of membership sales by type (swimming, gym) and category (ie. One parent family, Adult, etc.).		
14	Membership renewal		
15	Membership discounts - Fee Assistance		
16	Membership renewal monthly report on pending Expiration		

17	Membership uses within defined time periods		
18	List of members with less than or greater number of uses in a defined period		
19	Member time of use		
20	Member participation in core classes, both total and by member		
21	Drop-in users time of purchase		
22	Number of cancelled programs		
23	Total participation in courses.		
24	Program registration by category		
25	Membership census		
26	Membership extension and suspension		
27	Hourly usage report		
28	Report on member/drop in residency		
29	Stakeholder usage report # of participants within venue rental		
30	Total revenue and hours of facility rentals by client for defined periods and in comparison to previous years		
31	Transaction report		
32	Cash Out Report - to balance (cash out) by user, assigned cash drawer, location, for any date range, any time range, by function, by multiple GL numbers, by cost, by facility, by payment method, merchant, or for the entire system.		
33	Daily Cash Balance Report - produces end of day financial reports that provide consolidated totals from all functional areas such as a grand total of all registrations, bookings, passes, POS sales, etc.		
34	Coupon/Discount Report - reports on discounts that have been applied to transactions for a given date range. Shows the name of the discount, user who applied the discount, the amount, the customer who received the discount, and the activity transaction to which the discount was applied.		
35	Receipt Report - reports a list of receipts for a particular date or range of dates. It shows the receipt number, receipt date and time, user, customer name, type of payment, amount paid, and total of all payments. Report also includes voided transactions.		
36	General Ledger (GL) Debit/Credit Report - reports debit and credit transactions for each GL account for a particular date or range of dates. For each account, all charges are listed with the receipt number, type of transaction, and debit or credit		

	amount.		
37	General Ledger Transaction Report - reports daily transactional amounts received by payment type for each GL account for a particular date or range of dates. For each account, amounts for each type of payment are listed (example: cash, cheque, credit card, and journal entry payments).		
38	Requested Refund Report - reports a list of transactions to refund. It details the receipt number, date, time, customer for the original transaction, type of payment, and how the transaction will be refunded (example: cheque, cash, credit card, debit card, gift card, and customer account credit).		
39	Net Revenue Report - shows all revenues by GL account, date range, etc.		
40	Credit on Account Report - reports outstanding credits by customer accounts and date added.		
41	Accounts Receivable Past Due - reports information about accounts receivable from customers with balances that are currently due and past due.		
42	Expired Credit Card Report - reports on credit card expiry dates in near future that have been set-up for scheduled payments.		
43	Declined Report - includes name, customer ID, amount, location, and reflects outstanding balances due to declined payments.		
44	All reports contain a title, page number, date/time stamp, username, and logos when printed.		
45	System includes the ability to preview all print jobs, print to either laser and/or thermal printers, or print to local, shared, and network printers. Allows for user to select desired printer from available Windows printers.		
46	Where applicable, standard reports can print in either portrait or landscape format (user selected).		
47	All reports can be exported to Word, Excel, PDF, etc.		
48	Report creation options include organizing data into charts and graphs.		
49	Ability to print/export program information in standard file format for use in creating program brochures.		

50	Ability to refine reports through a variety of filters. Example: Program Maintenance reports by program category, program number, program name, session and year, supervisor, etc.		
51	In addition to the standard reports provided by the system, a report writer must be available to produce ad- hoc and customized reports. Describe custom and ad-hoc reporting capabilities.		
52	System allows for the creation of comparison reports based on selected criteria, including but not limited to: program, program category, program status, facility, facility type, city, postal code, pass, pass status, gender, item(s) purchased, supervisor, user, etc.		
53	Fee Assistance Report - numbers and dollars approved for customers, per customer type (example: child, adult), per time period, per approval method.		
54	Fee Assistance Usage Report - reports usage numbers and dollars, per customer type (example: child, adult), per time period, per approval method, per location used, per demographic criteria (customer information).		
Marketing and Communication			
Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	System allows customers to opt in and/or opt out of email lists.		
2	System allows email campaigns to be sent in text or HTML formats.		
3	One central database across all modules tracks customer information, with one view of customers across all facilities.		
4	Ability for automated email reminders for customers. Example: upcoming program registrations, facility bookings, court times, pass renewals, Fee Assistance renewals, etc.		
5	System allows for an unlimited number of customer lists to be identified and created for general information and/or emailing, text messaging, and hard copy mailing lists.		
6	System provides capability of an automated “list building” tool to segment marketing audiences.		
7	System provides ability to create an unlimited number of “custom questions” that can be asked either globally or during a transaction in order to gather additional demographic or program specific information.		

8	System is able to report on any one or many custom questions and their associated answers.		
9	System has the ability to utilize unique discount/promo codes that can be entered online. Example: code to receive 10% off program fee.		
10	System provides a direct connection to social media sites such as Facebook or Instagram encouraging clients to share their program registration with associates who might be interested in joining them		

Access Control

Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	System will be capable of producing membership cards, passes or printer receipts with scannable barcodes to be used for the purposes of validation and entry at control points.		
2	System provides access control functionality to permit entry to controlled areas for valid memberships or drop-in guests. Please provide details.		
3	System is able to scan a membership card, pass, or printed receipt at control points to permit self-service entry. Provide hardware requirements for control points, including interfaces with turnstiles, gates, or doors.		
4	POS system has the ability to print a receipt that includes an identifier that can be scanned to grant facility access for drop-in visitors.		
5	System provides functionality for member's barcode or identifier to be displayed on a mobile device screen and scanned at control points.		
6	System will alert staff if an invalid barcode or identifier is scanned.		
7	System is able to restrict entry at control points based on regular hours of operation.		
8	Staff facing notes or alerts can be placed on members' accounts to identify behavior issues with customers.		
9	Membership cards, passes or receipts can be scanned at control desks so that staff may review attributes of a member's account (i.e. membership type, waiver status).		
10	System will have the ability to record entrances at control points for tracking and reporting purposes.		
11	System can control access at control points based on cards purchased with pre-defined number of entrances (i.e.. 10-punch card)		
12	Can access to the system be configured to ONLY		

	specific IP address of the end computer devices?		
Digital Waivers			
Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	Text of a digital waiver is of a readable size on any device.		
2	Upon completion of a digital waiver from a customer/member, a copy is able to be provided via email.		
3	Identity verification/email validation exists for documents completed off site (e.g. smart phone, home computer).		
4	Customers can be informed of the electronic signature clause and be given the opportunity to sign with their finger on a touch screen or with a mouse.		
5	Customizable information fields.		
6	Required fields are enforced - the customer will not be permitted to proceed without valid input.		
Financial Controls			
Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	Tokenization must be utilized for all credit card payments. No credit card information is stored within the system.		
2	System has the ability to export financial transactions summarized by GL account in a format suitable for importing into a third-party financial system.		
3	Provide a list of financial reports available within the system.		
4	System provides for financial reporting for any timeframe to reconcile with revenue.		
5	System allows for the creation of invoices and statements that are sent directly to the customer via email, including auto-generated reminders based on pre-set criteria.		
6	System has the ability for EFT and automatic credit card billing as form of payment for recurring scheduled payments either with an end date or perpetually until ended by customer request.		
7	System has the ability to provide for Fee Assistance. Provide information on Fee Assistance functionality.		
8	System provides Accounts Receivable functionality.		
Membership Management (General)			
Item	System Feature	Response (Y, P, N)	Explanation/Clarification

1	System has the ability to define a wide range of membership prices and types, plans (family, adult, student, child, etc.) and terms (10 punch, 1 month, 3 month, 6 month, 12 month, continuous renewal, etc.).		
2	Ability to send an automatic notification when a membership payment is declined.		
3	Ability to configure memberships with user-defined effective and expiration dates.		
4	Ability to enter the length of the pass in months/days.		
5	Ability to apply age restrictions by membership plan. Example: Youth 12-17 years.		
6	Visits can be limited by membership, day of week, and time of day. User restrictions may be placed on memberships.		
7	Ability to restrict access to certain facilities, based on membership and balance owing on account.		
8	System provides for membership cancellations with reason for cancellation and refund options.		
9	System provides for automatic membership renewals and notifications.		
10	Membership fees can be discounted and adjusted. (Fee Assistance)		
11	Ability to capture member's photo and store on the customer account.		
12	Ability to put memberships on hold to accommodate freeze requests.		
14	System has the ability to establish and determine opt in or out of member communications.		
15	System allows for membership discounts to be applied for program registration with valid membership plan, type, and term.		
16	System provides for installment billing options for recurring scheduled payments in all modules and has the ability to apply the payment(s) automatically. Example: by 'X' date, weekly, monthly, etc.,		
17	System has the ability for EFT and auto credit card billing as form of payment for scheduled payments when scheduled payments have a defined end amount or date.		
18	System has the ability for EFT and auto credit card billing as form of payment for continuous scheduled payments (that only end upon customer requests).		

System Security and Information Management

Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	System provides a login and authentication mechanism for staff accessing the system (either Active Directory integrated or application specific).		
2	System provides an activity log detailing user logins, changes, and transactions.		
3	System has the ability to enforce definable password complexity, expiration and configurable failed login lock-out rules.		
4	System has account security functionality to limit user access to sections of the application and/or restrict access to read-only. Please provide details on levels and granularity of the security model.		
5	System has the ability to configure user security rights by type of access (e.g., view only, add, update, delete). Security rights can be applied to definable groups of users.		
6	System provides the ability to configure user access to document templates (i.e. only supervisors have access to permit templates).		
7	System allows for customized page layouts dependent on the security rights of the person logging in.		
8	System utilizes encryption and authentication methods and protocols when storing, transmitting, and accessing data? If yes, please describe.		
9	Is any data stored or transmitted in provinces or countries other than the United States? If yes, list all locations, including backup and mirroring sites.		
10	Does the Proposer maintain a list of all employee roles, representatives, and subcontractors who may have access to data processed through the system? If yes, please provide		
11	Hosted solutions can provide information about guaranteed uptime, disaster recovery plans and overall availability.		
12	Data is solely owned by the City.		
13	Can system data be provided on a periodic basis or upon request?		
Integrations			
Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	The system provides an Application Programming Interface (API) with two- way communication for purposes of data exchange with external applications. If yes, what costs are associated with API?		

2	The System supports integration with the ESRI ArcGIS platform for mapping integration.		
3	Ability to export results in a variety of formats. Identify which formats are supported for export.		
4	System provides compatibility with social media tools including but not limited to: Facebook, X, Instagram, etc.		
5	System is able to provide data for display on digital signs within facilities.		
Account Management			
Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	Customer database files include detailed customer information including: customer name (first and last), Proposer name, gender, birthdate, phone number(s), email, emergency contact, etc.		
2	System has the ability to collect medical information (and other sensitive customer notes/alerts), that can be viewed and reported on program rosters.		
3	System ensures that at least one adult is on an account (as primary account name).		
4	Ability to hold two email addresses for each individual on account.		
5	Birth date (system automatically maintains and displays the computed age) for all individuals on account.		
6	System allows for a variety of customer status codes (ie. active, suspended, frozen, deceased). Do any of these codes prevent processing or have other impacts? ie. Continuous renewal if an account has been frozen due to balance owing on account.		
7	System has pre-defined customer types (ie. resident/non-resident, member/non-member).		
8	System allows for enabling required fields during the account creation process (ie. must provide birth date).		
9	System allows for new user-defined fields to be added, removed, and/or modified.		
10	System automatically assigns unique identifiers upon the creation of the account (e.g. customer ID number and pin number).		
11	System includes ability to check for duplicate customer files when entering new customer records for both users and for customers online. If a new customer is added to the central database, the system warns the user of similar customer files.		

12	System has the ability to merge duplicate customer records (with full history merge).		
13	Ability to recognize/search/select family account entries by common phone number, address, name, date of birth, and/or email address.		
14	System has ability to view/inquire about household data, addresses, phone numbers, transaction history, registrations and membership details.		
15	Ability to view customer's entire history of transactions and the ability to reprint or email receipts at any time.		
16	System has the ability to associate scanned documents (tax forms, proof of residency, proof of insurance, membership agreement) to each customer record by a document imaging system. Identify any hardware requirements.		
17	System provides for notes/alerts to be tagged to a customer account, such that upon next user access of that account or web login the customized alert is displayed.		
18	System allows for users to set valid dates and valid expiry dates for notes/alerts, such that the system will automatically post and remove the note/alert upon reaching those dates.		
19	GIS Integration is used to identify residency status when creating new accounts.		

Subsidy/Fee Assistance

Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	Ability to set-up multiple Fee Assistance programs.		
2	Ability to set Fee Assistance for each individual on a group or family account.		
3	Variable settings for Fee Assistance term length. Example: 1 month, 1 year, until 'X' date, etc.		
4	Ability to set various discounts.		
5	Define different types of discounts (percent, declining balance, etc.) and applicable values.		
6	Define maximums for dollar and usage values, for each customer type, customer account, and individual client - per defined term.		
7	Set a maximum dollar amount/percent that Fee Assistance will cover for a single item. This setting is per service category (i.e. passes, programs, admissions, etc.).		
8	System visually identifies to the user whether a customer is enabled for Fee Assistance or not.		

9	Set a minimum dollar amount/percent of a subsidized item that must be paid for by the customer. Set per service category (i.e. passes, programs, admissions, etc.).		
10	System visually identifies to the user whether a customer is enabled for Fee Assistance or not.		
11	Ability to forego the use of Fee Assistance for particular transactions (in person and online). Example: customer chooses not to use subsidy for a certain program registration.		
12	Tracking and reporting of available Fee Assistance dollars, with expiration date - for when amount is to be used up by.		
13	Fee Assistance status, including remaining balance, is available online via customer account.		
14	Fee Assistance Approval Report - numbers and dollars approved for customers, per customer type (example: child, adult), per time period, per approval method.		
15	Fee Assistance Usage Report - reports usage numbers and dollars, per customer type (example: child, adult), per time period, per approval method, per location used, per demographic criteria (customer information).		
16	Ability to assign multiple subsidies to an individual customer.		

KIOSK EXPERIENCE

Kiosk

Item	System Feature	Response (Y, P, N)	Explanation/Clarification
1	Does the Proposer have current capabilities to have an all-in-one physical kiosk to allow for self-registration, payments, printing of receipts, and scanning memberships?		
2	Does the kiosk allow for single booking and drop-in registration?		
3	Does the kiosk allow for Membership and POS admission sales?		
4	Can the kiosk accept credit card payments and have an integrated receipt printer and membership scanner?		
5	Does the kiosk support the ability to fill out surveys and provide feedback?		

Interface Integration & Payment Security

Interface Integration

Item	System Feature	Response (Y, P, N)	Explanation/Clarification
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1	Supports Tyler EERP & Cashiering Interface: Full-system interoperability for real-time data synchronization between front-end collections and back-office management. Vendor shall describe whether integration uses native connectors, middleware, or API-based approaches. Vendor shall demonstrate GL export in Tyler EERP (formerly Munis)-compatible import format and provide sample export files with the proposal.		
2	Automated GL Export: Standardized General Ledger mapping that eliminates manual entry errors during the Tyler synchronization process. Vendor shall also describe integration capabilities with TimeAnywhere (NovaTime) for timekeeping, including whether native connectors exist. Vendor shall provide at least one municipal reference agency currently using the proposed Tyler integration in production.		
Payment Security			
1	City-managed systems, networks, applications, workstations, kiosks, and mobile devices are excluded from the cardholder data environment. (CDE) Under no circumstances shall cardholder data or sensitive authentication data be stored on, processed by, transmitted through, or logged by City infrastructure. All payment transactions shall be processed through a PCI DSS Level 1–validated payment processor, and payment card entry shall occur only on vendor- or processor-hosted secure payment interfaces. Vendor shall be the merchant of record or shall otherwise assume contractual responsibility for PCI DSS compliance related to payment processing.		
2	For all in-person payment transactions, including point-of-sale terminals and kiosks, the solution shall utilize a PCI Security Standards Council (PCI SSC)–validated Point-to-Point Encryption (P2PE) solution, ensuring payment card data is encrypted immediately at the point of interaction and remains encrypted until received by the payment processor. The City shall not have access to encryption keys or decrypted cardholder data. Vendor shall provide a current PCI DSS Attestation of Compliance upon request and notify the City of any material changes to PCI compliance status or payment architecture.		
3	Vendor shall provide an annual PCI DSS Attestation of Compliance (AOC) for all in-scope service provider environments used to process card		

	payments, including any payment processor, gateway, and vendor-managed payment platform. Vendor shall also provide a list of all payment subcontractors and their respective PCI AOC status.		
4	Vendor shall provide a written PCI Responsibility Matrix that allocates PCI DSS responsibilities between Vendor, payment processors, and the City, and shall describe expected residual City obligations and likely merchant SAQ impact.		
5	For any card-present payment device, Vendor shall provide: PCI-validated P2PE solution name and version, device models, and confirmation of current PCI SSC validation status.		