



## **REQUEST FOR PROPOSAL**

General Liability Third-Party Claims Administration Services

**#19-23**

# NOTICE INVITING PROPOSALS FOR THE CITY OF BEVERLY HILLS

The City of Beverly Hills invites prospective respondents to submit proposals for General Liability Third-Party Administration Services.

Proposals are requested on the list of services set forth herein, subject to all conditions outlined in the Request for Proposals (RFP) Document, including:

**SECTION I:** REQUEST FOR PROPOSALS

**SECTION II:** INTRODUCTION AND CONTRACT REQUIREMENTS

**SECTION III:** PROPOSAL REQUIREMENTS

**ATTACHMENT A:** LOSS RUN DATA

**ATTACHMENT B:** SAMPLE CONTRACT

**ATTACHMENT C:** INSURANCE REQUIREMENTS

**ATTACHMENT D:** REFERENCE DATA SHEET

All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable. Once opened, all proposals will become the property of the City. They will not be returned, and are subject to the California Public Records Act.

Respondents to the RFP must submit five (5) hard copies, and one (1) electronic copy in editable format (CD, DVD, or flash drive) of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

General Liability TPA - RFP  
City of Beverly Hills  
City Clerk  
455 North Rexford Drive  
Beverly Hills, CA 90210

Inquiries concerning the RFP must be directed to the primary contact, listed below, via email. Any inquiry should state the question only, without additional information. Ensure your questions are submitted before the deadline of May 2, 2019, 2:00PM PST.

## **POC for Proposal Questions:**

**Sharon L'Heureux Dressel, Risk Manager [sdressel@beverlyhills.org](mailto:sdressel@beverlyhills.org)**

# SECTION I: REQUEST FOR PROPOSALS

**Date of Request: April 18, 2019**

**Bid Number: 19-23**

**Item Description:** The City of Beverly Hills is accepting proposals from qualified General Liability Third-Party Administration Services.

**Process Schedule:** The RFP process schedule is as follows:

The RFP shall provide interested bidders with the information necessary to prepare and submit a proposal for third-party administration services for the City of Beverly Hills General Liability Program.

The City of Beverly Hills seeks to establish a partnership with an experienced Third-Party Administrator (TPA) with a highly skilled and motivated claims processing team.

### Timeline

Issue RFP	April 18, 2019
Deadline for questions	April 23, 2019 at 4PM PST
Deadline for submission of proposals	May 2, 2019 at 2PM PST
City will select at least 3 (three) bidders to schedule an interview/demo	Scheduled by May 17, 2019

***These dates are subject to change by the City***

*City of Beverly Hills reserves the right to reject late proposals, any and all proposals, or waive any irregularities or informalities during the Request for Proposal process. No proposal may be withdrawn for a period of ninety (90) days after the closing date for submission.*

## **SECTION II: INTRODUCTION AND CONTRACT REQUIREMENTS**

### **INTRODUCTION**

The City of Beverly Hills (“City”) is accepting proposals from qualified agencies to provide Third-party General Liability Claims Administration (TPA) for the City’s Self-Insured General Liability Program. The TPA will assist the City’s Risk Management Division in administering and maintaining a comprehensive and cost effective General Liability program.

Our goal is to initiate Third-Party Administration (TPA) services effective July 1, 2019. The contract will commence July 1, 2019, for a period of five (5) years. Multi-year contracts, which offer alternatives with fixed fee schedules, will also be entertained. If multi-year contracts are submitted please include, two (2), three (3), four (4), and five (5)-year proposals.

The successful bidder will work daily with the Risk Management Division of Human Resources to ensure continuity of the City’s current customer service levels for third party claimants as well as staff.

#### Overview of City of Beverly Hills

The City of Beverly Hills was incorporated in 1914 under the general laws of the State of California and is a long-established residential city and commercial center located within Los Angeles County in Southern California. The City, located 10 miles west of the Los Angeles City Hall, occupies a land area of approximately 5.7 square miles and serves a residential population of approximately 34,763. The City estimates that services are provided to a daytime population of 100,000 to 150,000 persons during the day.

The City delivers municipal services through 12 departments: Policy and Management, City Attorney, City Clerk, Office of the City Auditor, Community Development, Police, Fire, Community Services, Human Resources, Finance, Public Works, and Information Technology. For more information regarding the services provided, please review the City website: [www.cityofbeverlyhills.org](http://www.cityofbeverlyhills.org).

The City currently carries excess General Liability insurance with \$1,500,000.00 self-insured retention.

## **CONTRACT REQUIREMENTS**

### **Scope of Work**

The City of Beverly Hills seeks proposals for Third-Party Property and Casualty Claims Administration (TPA) Services. The proposal shall include pricing for General Liability (property and casualty) Third-Party Claim Administrative Services and Subrogation Services. The following performance standards make up the minimum requirements and level of services expected from the selected TPA.

### **Claims Administration**

#### **Existing and New Files**

1. Establish claims handling and investigation protocols for the City with the Risk Manager.
2. Conduct a thorough investigation of all new claims.
3. Review all "open" files individually to determine claim status and develop plan of action regarding claim closure.
4. Apply accepted claims management practices and City protocols consistently.
5. The City averages 100 claims annually and presently has approximately 150 open claims.
6. Promptly create a claim file within twenty-four (24) hours of receipt of the claim form or accident report from the City and make contact with claimant.
7. Establish monetary reserves reasonably adequate for the expected value of the claim in coordination with the City Risk Management Division.
8. Handle claim to conclusion and obtain all appropriate releases and W2 forms. Authority for settlements must be obtained from the City prior to settlement resolutions with claimant.
9. Report losses to City's Excess Insurance Carrier as required in their reporting requirements.
10. The TPA shall promptly initiate investigation of issues identified as material to potential litigation. The City shall be alerted to the need for special outside investigation or appraisal services as soon as possible and before the investigation and/or surveillance is initiated. Authorization for surveillance shall be obtained from the Risk Manager. The City shall be kept informed on the scope and results of all investigations. All activities shall be clearly documented in the claim file.

#### **Litigation / Small Claims Court Hearings**

1. Litigation management and defense are controlled and closely monitored by Risk Management, City Attorney's Office and City's Legal Counsel.
2. TPA shall refer all litigated claims to Risk Manager and City Attorney's Office unless otherwise directed by the City.

3. TPA shall maintain an open case file and ensure loss runs accurately report claims that become litigated including legal fees, legal costs, settlements and judgements.
4. TPA will assist in defending the City at all Small Claims Court Hearings (whether existing or new) including court appearances as necessary, and shall work in conjunction with the Risk Manager and/or defense counsel assigned to the case.

NOTE: There are currently approximately 50 open litigated claims.

### **Customer Service**

The City requires that the TPA provide exceptional customer service to all claimants. TPA shall reply to all inquiries made by claimants within one (1) business day and all inquiries made by Risk Management staff on the same day, preferably, but no later than within one (1) business day.

### **Customer Complaints**

The TPA shall document and respond to all complaints and inquiries received from claimants, defense counsel, and/or Risk Management and bring about resolution of such within two (2) business days. Risk Management staff shall be notified via the group email account upon receipt of such complaints. TPA shall provide City with quarterly reports of all complaints received, resolution, and documentation of follow-up with claimants.

### **Settlements**

The TPA shall make claims recommendations and obtain the City's authorization on all settlements prior to taking action to settle. The TPA shall forward settlement proposals to the City in a form acceptable to the Risk Manager. All requests for settlement authority shall be clear and concise and include a written claim analysis, estimate of liability, and examiners recommendations. If the settlement exceeds the City's self-insured retention, the written settlement proposal shall also be directed to the excess carrier or designated representative to provide authority in addition to the City's authority.

### **Subrogation**

The TPA will pursue all subrogation submitted by the City involving responsible third parties and work closely with City staff to resolve subrogation issues. The TPA is not authorized to file litigation without first receiving consent from the City. The City must approve all settlements. The City will provide specific language to incorporate in any subrogation settlement. TPA is responsible for protecting any and all statutes of limitation and must notify City staff in writing no later than sixty (60) days prior to expiration of statute. The City retains the right to handle any subrogation issue it deems appropriate. The City requires copies of all subrogation correspondence.

### **Claims Reporting**

The TPA will provide monthly statistical data/reports – content to be established between the TPA and the City. The TPA will provide other special reports required of

the City of Beverly Hills including, but not limited to: loss trend reports, claim abstract reports, reports required by actuaries, check register reports, excess insurance carriers, etc., provided that such reports do not require data elements that have not previously been collected by the TPA. If new programming is required in order to provide such reports, the TPA shall pay at its own expense for new or special programming costs.

The TPA will comply with the Centers for Medicare & Medicaid Services' (CMS) mandatory reporting requirements per Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA). The TPA will act as the Reporting Agent for the City. The City prefers to have ongoing access to claim ledgers and all monthly statistical data and reports mentioned above through a website platform. Also on a monthly recurring basis, the following reports/register should be made available/emailed both in PDF and Excel versions:

- Payment Register **for** a specified period
- New Claims Register **for** a specified period
- Adjustments Register **for** a specified period
- Month end Claim Reserve Balances **as of** certain date

### **Records Retention**

All claim files shall be maintained in accordance with statutory time requirements and the City of Beverly Hills' Record Retention Policy. The City shall be notified prior to any destruction of files to determine if the City wishes to retain the claim file.

### **Computer Access**

The TPA shall provide online access to the TPA's claims management system, at no additional charge, to the City of Beverly Hills and/or designated representatives. Such data shall be in a format accessible from the TPA's servers and will permit the City to print copies of the data on its printers. The City shall have the ability to input notes in the notes area of each claim. The TPA shall provide training for use of the computer system at no additional charge.

### **Staffing Structure Requirements**

The TPA shall provide at least one solely designated senior adjuster and adequate technical and clerical staff to handle the City's claims. The senior adjuster shall be solely designated to the City's account and shall not have more than 125 open claims at any time unless authorized in advance by the City. The designated adjuster must have at least five (5) years of California General Liability Claims experience with an organization of similar size and complexity to the City. This adjuster must be state certified to administer property and casualty claims. The senior adjuster must also have at least two (2) years of experience with California municipalities and the Government Claims Act.

The City must approve any change of an adjuster working on the City's account. The City has the right to request a change of adjuster and be involved in the selection and/or

replacement of the adjuster. The City will not interfere with any progressive discipline and/or personnel issues that may warrant a change of adjusters. When the adjuster is off on an extended leave, the City must be notified of who will cover the workload. In the event of a same day absence, the City must be notified of the absence by 9:00 AM the same day.

The TPA will provide special investigation services sufficient to address emergency and/or after-hours large property loss and serious bodily injury or death cases.

### **Employer Services**

The City requires coordination between the TPA and Risk Management Division of Human Resources.

The TPA will provide in-person quarterly claims review presentations to review/discuss open property, casualty and subrogation claims and the overall General Liability program. Presentation material will be reviewed by the Risk Manager and/or Human Resources Director at least fourteen (14) days prior to the scheduled presentation. During the first year of the contract, the TPA manager will meet monthly with the Risk Manager to review the transition and ensure all aspects of the contract are appropriately implemented. Thereafter, they will meet as mutually agreed between the TPA and the City.

In the event of termination of the contract, the TPA will furnish all claim files, computer files, and financial information at no cost to and at a location identified by the City.

### **Right to Audit or Review**

Every claim file is subject to audit by the City representatives at the City's expense. Notice of audit by the City's representative will be provided at least ten (10) calendar days prior to an audit. The City retains the right to audit any file with 24-hours' notice.

### **Conflict of Interest**

The TPA shall avoid all conflicts of interest and/or appearance of conflicts of interest in performance of the agreement. If, during any given year, the TPA receives compensation, in any form, from any party for services included in the agreement, such as bill review services, managed care or investigations, the TPA shall disclose total compensation received in the prior year. Such disclosures shall be in the form of a letter mailed to the Risk Manager and shall be received by the City no later than April 1 of each year.

### **Performance Evaluation**

As part of the contract, upon request by Risk Management, the TPA will agree to be evaluated annually by the City using criteria outlined in an agreed upon Performance Evaluation.



**Confidentiality** All data, or other information developed or received, verbally or in writing, in performance of the agreement between the TPA and the City are confidential and not to be disclosed to any person except as authorized by the City, the TPA, or as required by law. It is the TPA's responsibility to develop and implement processes and procedures relating to the protection of the City's electronic data, including a suitable security and back-up system for all stored data and a written policy with respect to disaster recovery, physical and electronic data security, and electronic data retention.

**Loss Data**

Claim loss data has been provided in Appendix A. Upon request of a prospective TPA, an electronic version on the loss data will be provided in Excel format. This loss data can be used to estimate future claim frequency and types of claims. Any claim data submitted as part of the RFP process is for informational purposes only. The City shall not be responsible for the complete accuracy of said data.

**Funding General Liability Claims**

Confirm your ability to adhere to the City of Beverly Hills' General Liability trust fund program and process, as described below:

The City of Beverly Hills has a trust fund checking account to cover payments and reimbursements applicable to the self-insured General Liability program. The trust fund checking account shall be established in the name of the TPA as agent of the City of Beverly Hills. Deposits shall be made to the account as required to ensure that funds are available for payment of claims for settlement and allocated loss expenses upon presentation of check or warrant. The TPA shall provide the bank checks stock. Checks shall be protected with state of the art security features. TPA shall not draw on the trust fund checking account for any purpose other than adjustment of claims and payment of allocated loss expenses.

Once each month, TPA shall provide the City of Beverly Hills with a detailed accounting of all General Liability benefits and allocated loss expenses paid from the fund. The detailed accounting shall include the date and check number of all benefit and allocated loss payments and shall also include appropriate supporting documentation for allocated loss expense payments. A monthly check register summary shall be provided. TPA is responsible for erroneous payments made from the account by their error. The amount of any such erroneous payments made from the account shall be deducted from administrative fee payments. TPA shall develop, implement and maintain security procedures to ensure safeguard of funds in the account and the bank checks. Such procedures shall be approved by the City of Beverly Hills.

**Performance Guarantee**

Indicate your willingness to agree to a performance guarantee, subject to mutual agreement between your company and the City of Beverly Hills. Include your suggestions regarding the performance areas to be measured, how they would be measured and at what intervals. Include a sample of your standard performance guarantee.

## **SECTION III: PROPOSAL REQUIREMENTS**

### Executive Summary and TPA Company Overview

Provide a brief statement of your company's third-party administration philosophy, experience and qualifications to meet the requirements of the City, including a list of current municipality clients. Include a brief description of your company, number of years in business providing TPA services, number of employees (full and part time), number of claim adjusters and claim support personnel, corporate headquarter location, and location of the claim office that would be assigned to service the City of Beverly Hills.

### Written Proposal Questionnaires

Please limit your proposal to 50 pages including attachments, and format using one inch margins, double spaced, black ink, 12 point font. Please include a narrative summary for each of the items listed below:

1. Indicate whether your firm will fully comply with the entire Scope of Work as outlined above. If you are unable or unwilling to comply with a specific performance objective, please indicate the objective and the specific reason(s) the objective cannot be met.
2. Provide an overview of your firm, an outline of your services and your experience performing General Liability program claims administration for public agencies in California.
3. Describe why the City of Beverly Hills should choose your TPA firm for the administration of its General Liability program.
4. Describe your firm's geographic location, including branch office, and detail as to which branch is proposed to provide TPA services to the City of Beverly Hills.
5. Indicate all subcontractor and/or outsourced work associated with the proposed services. Provide a brief overview of the subcontractor including names and location. Subcontractors must meet the same insurance requirements listed in this RFP and required for the primary responding TPA.
6. Provide an update on your firm's status with respect to any major changes (i.e., relocation of firm, consolidation, acquisition) in which your organization has been involved over the past two years, or which it may be involved during the 2020-2025 fiscal years. Also include a listing of any litigation in which your firm is named.

7. Describe the transition plan for the transfer of claims administration effective July 1, 2019. Identify all items your organization would need to ensure uninterrupted claims management administration.
8. Describe how you intend to achieve optimal staffing for the City's program. If your recommendation is different from the Staffing Requirements outlined in the Scope of Work, please provide a full explanation for your recommendation and include fees and pricing associated with your recommendation.
9. Provide an organizational chart of the claims team you propose for the City, their resumes, and your firm's management structure.
10. Provide examples of your organization's investigation protocols for property damage and personal injury cases.
11. Describe in detail your organization's protocols for subrogation claims.
12. Describe your firm's process for meeting the CMA MMSEA reporting requirements. Indicate your experience and capability to act as the Reporting Agent for the City.
13. Describe any financial and/or ownership relationship with any other company your agency utilizes to provide any aspect of the above referenced scope of work. Include any relationship with any other company that may pose a conflict of interest and provide a conflict of interest statement and/or confidentiality agreement.

### Cost and Pricing Proposal

- Provide a cost proposal that includes a summary of all fees detailing services related to such fees, including full disclosure of associated subcontractor fees.
- If more than one pricing alternative is available for claims handling and subrogation, describe each option in detail, including any flat fee option.
- Include any pricing changes over the course of the service agreement and if you offer a multi-year flat rate guarantee.
- Indicate which services are owned by your company and which services you use subcontractors for. If services are subcontracted out, disclose any commissions and/or any other type of compensation you receive from the subcontractors.

The City will assume (unless otherwise stated by the TPA) that your proposal will include the following TPA services at no additional charge to the City:

- Assumption of "tail claims" from existing TPA
- All newly reported claims
- User License Fees for City employees for computer information system
- Data Conversion Fees at Transition
- Standard Monthly CMIS reports and Fees (to be agreed upon)
- Quarterly In-Person File Reviews
- Development of special account instructions and procedures
- Index Checking
- Customization of Reports
- Attendance at Small Claims Court Hearings
- Storage of Claims as required by Government Code
- Check Printing
- Banking Fees
- Electronic filing Fees
- Correspondence Fees

## **APPENDIX A**

### **LOSS RUN DATA REPORTS**

Due to the size and format of the file, we are offering electronic copies. If you wish to receive an electronic copy of this data in Excel format, please contact our POC for questions and make your request within the timeframe and process allotted for questions.

**POC for Proposal Questions (Deadline April 23 at 4 PM):**

**Sharon L'Heureux Dressel, Risk Manager**

[sdressel@beverlyhills.org](mailto:sdressel@beverlyhills.org)

**APPENDIX B**

**STANDARD PROFESSIONAL SERVICES AGREEMENT**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
[CONSULTANT'S NAME] FOR [BRIEFLY DESCRIBE PURPOSE  
OF THIS CONTRACT]

NAME OF CONSULTANT: insert name of consultant

RESPONSIBLE PRINCIPAL OF CONSULTANT: insert name, title of responsible principal

CONSULTANT'S ADDRESS: insert street address  
insert city, state, zip code  
Attention: insert dept. head name, title

CONSULTANT'S E.I.N./TAX I.D. NO.: insert consultant Tax I.D.

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: [Dept. Head's Name, Title]

COMMENCEMENT DATE: insert commencement date

TERMINATION DATE: insert termination date

CONSIDERATION: Not to exceed \$ insert amount

Prof. Consult. (1864059v4)

*If compensation is based on a flat fee*

CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b) Expenses

*If no reimbursable expenses*

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

*If CITY reimburses for certain expenses in addition to compensation*

CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT 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 CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.



Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any

of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
Name: Dept Head/Dir. of Fin./CM  
Title

CONSULTANT:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Dept. Head Name:  
Title:

\_\_\_\_\_  
Risk Manager Name:  
Risk Manager

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

(a) [Rates/Compensation]

(b) CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in this Exhibit.

SAMPLE

## APPENDIX C

### INSURANCE REQUIREMENTS

#### Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$2,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) CONTRACTOR shall provide CITY with thirty (30) days prior written notice if the policies required under this Agreement will be canceled or reduced. All of the policies

required under this Agreement shall state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(g) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

(i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONTRACTOR and its insurance carriers

## APPENDIX D

### REFERENCE DATA SHEET

Provide three (3) professional references from California public sector clients who are most comparable to the City of Beverly Hills and have established relationships with the authorized account representative(s) presenting this information. In addition, provide (2) references and contact information of past clients. Please utilize the format below:

**Company Name:**

Dates of service:

Contact person:

Title:

Address:

City: State:

Zip Code:

Telephone:

Email: