

**WEHO
SMART
CITY**

An initiative of the City of West Hollywood

SMART STREET LIGHT PILOT PROJECT

**CITY OF WEST HOLLYWOOD
REQUEST FOR PROPOSALS**

**Date Issued: September 10, 2018
Proposals Due: November 12, 2018**



**City of West Hollywood
California 1984**

TABLE OF CONTENTS

RFP SECTIONS

	EXECUTIVE SUMMARY	5
PROJECT CONTEXT	INTRODUCTION AND SCHEDULE	7
	RFP SCHEDULE IMPLEMENTATION TIMELINE BUSINESS MODEL PROPOSALS CITY'S REPRESENTATIVE QUESTIONS OR CLARIFICATIONS PILOT LOCATIONS	
	WEST HOLLYWOOD OVERVIEW	9
	EXISTING SMART CITY INFRASTRUCTURE	
PILOT SCOPE	SCOPE OF WORK	11
	REGULAR STATUS UPDATES AND REPORTS PROJECT IMPLEMENTATION SCHEDULE PILOT EQUIPMENT AND SOFTWARE INFRASTRUCTURE AND MAINTENANCE PLAN PROJECT TECHNICAL REQUIREMENTS BUSINESS MODEL PROPOSAL	
PROPOSAL DETAILS	PROPOSAL INSTRUCTIONS	14
	PLANETBIDS SUBMISSION PROPOSAL PAGE LIMIT PROPOSAL ORGANIZATION	
	ADDITIONAL INFORMATION	17
	CANCELLATION ACCEPTANCE OR REJECTION OF PROPOSALS UNIVERSAL ACCESS & NON-DISCRIMINATION SAMPLE CONTRACT (AGREEMENT FOR SERVICES) VERIFICATION OF INFORMATION CONFIDENTIALITY OWNERSHIP OF REPORTS AND DATA	
	EVALUATION & SELECTION	19
	EVALUATION CRITERIA PROPOSAL REVIEW	
ATTACHED DOCUMENTS	ATTACHMENTS	
	A. DRAFT AGREEMENT FOR SERVICES (HONORARIUM) B. REQUEST FOR EVIDENCE OF INSURANCE	

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

The City of West Hollywood (“City”) seeks to partner with lighting and technology providers who are working to improve and enhance the urban environment through the use of smart city technology.

For this Request for Proposals (“RFP”), the City seeks up to four Teams to work in collaboration with the City’s Innovation Division and Public Works Department to demonstrate how smart street light solutions can improve lighting, eliminate potential blight by integrating small cell technology, and provide additional smart city features that enhance quality of life in the City.

The City is in the final stages of purchasing nearly 2,000 light standards from Southern California Edison. Most of these street lights are over 20 years old and have recurring maintenance issues, and have not yet been converted from High Pressure Sodium (HPS) fixtures to energy efficient Light Emitting Diode (LED) fixtures.

In addition to improved maintenance and increased energy efficiency, ownership of the street lights provides an opportunity to test emerging technologies that can benefit the community. The City seeks to establish a new network of smart street lights that can provide enhanced services, such as electric vehicle charging stations, Wi-Fi and 5G nodes, environmental sensors, adaptive lighting, emergency response features, operation and outage monitoring, and more.

This pilot project will allow the City to assess the utility, upgrade and/or replacement feasibility, and overall success of a smart street light program that could be scaled citywide or in designated areas of the City.

Up to four Teams will design and implement a demonstration project, including both a roadway light and a pedestrian light, for deployment over two years. The Teams will be provided a \$10,000 stipend, distributed at milestones during the two year duration of the pilot. Selected Teams shall be required to comply with the City’s Smart City Privacy Guidelines.

In addition to smart city applications, the City encourages Teams to submit street lights that complement the City’s urban fabric. The City of West Hollywood places strong value on urban design, and seeks street lights that are both smart in features and innovative in design.

We look forward to reading your proposals.

Francisco J. Contreras, AICP
Innovation Manager

PROJECT CONTEXT

INTRODUCTION AND SCHEDULE

The purpose of this Request for Proposals (RFP) is to provide interested and highly qualified Teams with sufficient information to enable them to submit proposals for a smart city street light project. The City seeks up to four Teams to work in collaboration with the City's Innovation Division and Public Works Department to demonstrate how smart street light solutions can improve lighting, eliminate potential blight by integrating small cell technology, and provide additional smart city features that enhance quality of life in the City.

RFP Schedule

The following dates represent the City's best estimate of the RFP schedule that will be followed. The City reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary.

PROPOSAL PERIOD	
RFP Issued by the City	Sept 10, 2018
Deadline for Questions*	Oct 5, 2018
Answers Posted*	Oct 19, 2018
Proposal Due Date* (4:00 PM PST)	Nov 12, 2018
REVIEW PERIOD	
City completes screening process, proposal evaluations & selects up to four Teams*	Dec 10, 2018
Awarding of contract(s) and contract signing	Jan-Feb 2019
Pilot installation	March 2019

*via PlanetBids Bid Management System (<https://bit.ly/2oQfYjb>)

Implementation Timeline

Installation of the pilot project shall commence in March 2019 and shall end no later than March, 2021. The implementation schedule may be adjusted at the discretion of the City. The City reserves the right to accept proposals that fall outside of this estimated length of implementation.

Business Model Proposals

At the completion of this smart street light pilot project, the City is interested in long-term revenue sharing opportunities provided by implementation of a smart street light network (small cell co-locations, etc.) in the public right of way. The City is also open to acquiring smart street light standards without a revenue share component.

City's Representative

The City shall assign a Representative who will oversee the work and provide support as needed; this Representative shall be the primary and first point of contact for the Teams, from initial conversations through all phases of the Project. The Representative shall provide project support including, but not limited to, organization of meetings with departmental and technical staff, performing requirements gathering, and development of specifications and documentation.

Questions or Clarifications

It shall be the responsibility of the Teams to ask questions, request changes or clarifications, or otherwise advise the City if any language, specifications or requirements of the RFP appear to be ambiguous or contradictory.

Every attempt shall be made to ensure that the Teams receive an adequate and prompt response. Questions and requests for clarification regarding this RFP must be submitted via the PlanetBids System by October 5, 2018 at 4pm PST (<https://bit.ly/2oQfYjb>). Therefore, Teams are advised that any questions received after that date shall not be answered.

Pilot Locations

Selected Teams will be assigned one of four pilot locations along Santa Monica Blvd. City-owned fiber is available at each site. The City reserves the right, at its sole discretion, to assign and adjust locations, as it deems necessary.

WEST HOLLYWOOD OVERVIEW

The City of West Hollywood, known as the “Creative City,” was incorporated in 1984. It is 1.9 square miles in area and bounded by Beverly Hills to the west and Los Angeles to the north, east, and south. The City is home to a diverse and vibrant community. Its progressive spirit and creativity have put it at the forefront of culture, fashion, hospitality, entertainment and design. Its variety of residential neighborhoods, commercial districts and public amenities have made it one of the most desirable places to live, work and visit in Southern California. The City’s main industries are hospitality (hotels, restaurants, nightclubs), entertainment (production, post production and related uses) and arts and design (fashion, furniture and art galleries). Its business community is a reflection of the City’s artistic richness and support of individuality, diversity, and creativity. It is home to the Sunset Strip, Pacific Design Center and West Hollywood Design District.

West Hollywood is known for its progressive public policies and sensitivity to LGBT, civil and human rights issues. The City administers extensive support for its seniors, youth and residents living with HIV and/or AIDS through its robust social services programs.

Existing Smart City Infrastructure

The WeHo Smart City Strategic Plan, adopted in February 2018, includes several smart city initiatives, including the implementation of a smart street light pilot. A number of other smart city initiatives are currently underway, including a smart city public safety pilot (cameras + sensors), development of a municipal fiber network, development of a smart bus shelter system and expansion of the City’s electric vehicle charging network.

The City anticipates the purchase of the light standards from Southern California Edison will be complete by the commencement of this pilot project, in March, 2019.

PILOT SCOPE

SCOPE OF WORK

At a minimum the deliverables for this Project shall include:

Regular Status Updates and Reports

One on-site kick-off meeting with Project Team. Weekly phone calls and written status reports to City's Representative. Monthly teleconference update meetings (as needed) and written status reports to Project Team.

Project Implementation Schedule

Team's shall propose a project implementation plan that includes a specific schedule for development of the pilot project with measurable outcomes and critical paths defined. This implementation plan shall indicate how you will develop required deliverables, services, and any required City personnel support.

Pilot Equipment and Software

Teams shall provide all the equipment and software necessary for the pilot project, including roadway light standard, pedestrian light standard, lighting, sensors and/or smart nodes, network equipment, technology management systems, etc. Equipment shall be of new condition, and not be out of date, or nearly out of date, and are subject to approval by the City. Installation of equipment in City right of way shall be subject to review and approval by the City. Installation and de-installation of all equipment and new infrastructure, including connection to power/data sources, as well as any required traffic control mitigation, shall be the sole responsibility of the selected Teams and shall be subject to review and approval by the City. City-owned fiber is available for use as part of the pilot.

Infrastructure and Maintenance Plan

The Teams shall provide installation, testing, maintenance and regular upkeep of the smart street light and associated technologies, with access granted to select members of the Project Team. Teams shall provide a plan for repair, maintenance, and/or removal of such facilities and equipment, including in particular, the Team's plan to ensure that all construction will be performed and completed with the City's standards and specifications.

Project Technical Requirements

Teams shall submit a proposal that includes a family of light standards that at a minimum includes one roadway street light and one pedestrian street light. Combination street lights that include both roadway and pedestrian in one pole are also acceptable. For the purposes of this pilot project, roadway street light refers to lights meant to provide cohesive and homogeneous illumination for vehicular and intersection streetlighting and pedestrian street light refers to lights meant to enhance safety and security for pedestrians and encourage local residents and visitors to walk.

Teams shall submit the following technical details about their proposal:

- Adjustable, Adaptable, Dimmable LED lighting elements
- (Vendor-neutral) small cell integration capability
- Known power requirements
- Specifications for installation and assembly of smart street lights including connection to data/power infrastructure and how Team plans on properly anchoring the smart street light.
- Ability to control and monitor functionality remotely including:
 - Access to power
 - Operations Automated Notification Alerts
 - LED functionality
 - Geographic Location/GPS Coordinates
 - High security data transfer
- Optional and encouraged features
 - Sensors, including Environmental Conditions and Parking
 - Phone Chargers
 - Electric Vehicle Chargers
 - Camera and/or security sensor technology
 - Speaker and/or emergency notification systems
 - Sustainable materials and manufacturing
 - Capacity for High Speed Analytics
 - Wi-Fi Capability

Business Model Proposal

Teams shall submit a comprehensive explanation about how their business model is structured with details about whether:

- they lease the smart street light to cities;
- they sell the smart street light to cities;
- they provide the smart street lights to cities free-of-charge with a revenue share component; and/or
- other business model opportunities.

PROPOSAL DETAILS

PROPOSAL INSTRUCTIONS

PROPOSAL DUE BY November 12, 2018 at 4pm PST

PlanetBids Submission

This RFP will be fully administered through the PlanetBids Bid Management System (PlanetBids).

The Team shall submit one (1) digital copy of their proposal on PlanetBids (<https://bit.ly/2oQfYjb>). This is considered the Team's "Response File" in the PlanetBids system. Proposals received after this time and date shall not be accepted. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals shall be considered.

The Team is solely responsible for "on time" submission of their electronic proposal Response File via PlanetBids through the following link: <https://bit.ly/2oQfYjb>. The City will only consider proposals that have been transmitted successfully and have been issued an e-bid confirmation number with a time stamp from the PlanetBids system indicating that the proposal was submitted successfully. The Team shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Team to successfully submit an electronic proposal shall be at the Team's sole risk and no relief will be given for late and/or improperly submitted proposals. Teams experiencing any technical difficulties with the proposal submission process may contact PlanetBids at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the deadline.

Proposal Page Limit

Proposals must be clear, succinct and not exceed 40 pages, excluding optional communications materials.

All submittals will be evaluated on the completeness and quality of the content. Only those Teams providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Proposal Organization

The Teams must provide all information as requested in this RFP. Responses must follow the format outlined below. Additional materials beyond the stated page limit may not be considered. The City may reject as non-responsive at its sole discretion any Proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

- 1. Cover Letter.** An overall introduction to the proposal is required, including a statement of the Team's understanding of the needs of the City. The Cover Letter must state the name of the person(s) authorized to represent the Team in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and email addresses. A legal representative of the successful Team, authorized to bind the Team in contractual matters must sign the Cover Letter. The letter may also briefly set forth any particular information the Team wishes to bring to the City's attention.
- 2. Executive Summary.** Teams must include an Executive Summary. This part of the response to the RFP should be limited to a brief narrative highlighting the Team's proposal. The summary should contain as little technical jargon as possible and should be oriented toward nontechnical personnel. Please include any benefits your firm has over competitors.
- 3. Company Background.** Teams must provide their response to the following statements and questions in this section of their proposal.
 - Name of company.
 - Name of parent company if applicable.
 - Company website address.
 - Number of years company has been in business.
 - How many employees are in your company?
 - How many employees are available to work on this project?
 - Team's experience in providing comparable services to other organizations.

-
- 4. Statement of Understanding.** Teams shall include a statement of understanding of the project scope which shall represent the Team's knowledge of the functions, methods, and problems related to providing effective products and/or services as described in this RFP.
 - 5. Proposed Services.** Propose and describe in detail the services that will be provided as requested in the Scope of Work of this RFP.
 - 6. Proposed Schedule:** Teams shall provide a list of milestones/deliverables associated with either a task or phase of the scope of work over the course of the project.
 - 7. References.** Team shall include up to three references of the most relevant projects completed by the Team, of equivalent size (or larger) and similar complexity to this Project. Please include the following information for each reference:
 - Contact Name and Title
 - Address, Phone Number, and Email Address
 - Location/Jurisdiction
 - Project Name
 - Project Description
 - Project Dates
 - Client's Project Contract Number (if applicable)
 - Project Contract Value (initial and current or ending value)
 - 8. Smart City Project Privacy Statement.** Each Team must complete and submit the Smart City Project Privacy Statement included as part of the West Hollywood Smart City Privacy Guidelines (see Exhibit C in the Agreement for Services, Attachment A in this document).
 - 9. Optional Communication Materials.** Team may include, if desired, communications materials, including newsletters, brochures, posters, and websites for review of products, tools and services available, including references and case studies. This material will not count towards the proposal page limit.

ADDITIONAL INFORMATION

Cancellation

The City of West Hollywood reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of Proposals do not obligate the City to award a contract.

Acceptance or Rejection of Proposals

The City may reject any or all responses.

The City reserves the right to reject any and all proposals when such rejection is in the best interest of the City or the proposal contains major irregularities. Minor irregularities of the proposal may be waived by the City. The City also reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other proposals. The cost of preparing any responses to the RFP shall be borne by the respondents and shall not be reimbursed by the City.

After review of the responses, up to four (4) Teams will be selected to participate in the pilot project and will be required to enter into an Agreement for Services (Honorarium) with the City. (See Attachment A)

Universal Access and Non-Discrimination

The City of West Hollywood has a long history of commitment to providing accessible programs and services to all citizens. In connection with the performance of this project, the selected Team(s) agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, color, religion, national origin, gender, gender variance, age, military status, sexual orientation, marital status, or physical or mental disability; and the Team further agrees to insert the foregoing provision in all subcontracts for the Project.

Sample Contract - Agreement for Services (Honorarium)

The Teams shall review the Agreement and Insurance requirements in Attachments A and B. Any proposed changes to the boiler plate contract language in the Agreement for Services shall be listed with the proposal. Proposed changes will not have any influence on the evaluation of the proposal, but will speed up the process of the selected Team to sign the contract documents. The proposed changes will be reviewed and approved by the City Attorney's Office and Risk Management Officer prior to signing the contract documents. Requests that are not submitted as part of the RFP response will not be considered at a later date. Please note the City's mandatory Living Wage and Equal Benefits clauses.

Verification of Information

Teams are hereby notified that the City will rely on accuracy and completeness of all information provided in making its selection. Teams are urged to carefully review all information provided to ensure, clarity, accuracy, and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries or other follow-up required to verify the information provided.

Confidentiality

Prior to award of the Agreement for Services, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the Agreement for Services, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Ownership of Reports and Data

The originals of all studies, reports, exhibits, documents data and/or other work/material(s) prepared and/or used to comply with any section/condition of this RFP, plus any copies of same required by the Agreement for Services to be furnished to the City, shall be deemed to be public records to the extent permitted by the California Public Records Act which shall be open to inspection by the public and as such shall become and remain the property of the City.

EVALUATION AND SELECTION

Evaluation Criteria

CRITERIA	MAX SCORE
Project Approach and Understanding	25
Innovative Design	20
Smart Technology Features	20
Team's Capabilities	15
Smart City Project Privacy Statement	15
Business Model Proposal	5
TOTAL	100

Proposal Review

The City's Project Team will evaluate the Proposals received. For the purpose of scoring Proposals each of the Project Team members will evaluate each Proposal based upon the criteria listed above. The Project Team may seek outside expertise, including but not limited to technical advisors.

The City will not entertain requests for clarifications or debriefing about the merits of any individual proposal before or after selection of finalists has been announced.



City of West Hollywood
California 1984

WEHO
**SMART
CITY**

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Honorarium
Smart Street Light Pilot

This Agreement is made on this *** day of ***, 20** at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and ***** (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. CITY proposes to contract with a firm for the design, temporary installation and pilot demonstration of smart city technology at a specified location in West Hollywood to demonstrate how smart street light solutions can improve lighting, eliminate potential blight by integrating small cell technology, and provide additional smart city features that enhance quality of life in the City. (the "Project").
- B. CITY has selected CONTRACTOR from among the responders to a Request for Proposals dated September ____, 2018 as one of four finalists for consideration as the firm to which a contract for permanent citywide installation of such technology may be awarded.
- C. In order to assess and compare the respective solutions of the four finalists, City desires that CONTRACTOR design, install and demonstrate its smart city product as a pilot project for a period of two years at a location within the City specified in this Agreement.
- D. CONTRACTOR is willing to participate in this pilot project under the terms and conditions set forth herein in order to be eligible for consideration as the vendor of a permanent smart city solution following the CITY's evaluation of the pilot project.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein below, CITY and CONTRACTOR mutually agree as follows:

1. **SERVICES.** CONTRACTOR shall replace up to two (2) existing light standards and design, install and operate a demonstration project consisting of equipment and software necessary for the pilot project, including one (1) roadway light standard, one (1) pedestrian light standard, lighting, sensors and/or smart nodes, network equipment, technology management systems, etc. as more particularly described in Exhibit A attached hereto and incorporated herein by reference at the location described in Exhibit A. The project shall be performed in accordance with the schedule of performance set forth in Exhibit A. The demonstration project shall remain in place for two years commencing on the date that CONTRACTOR informs CITY that the equipment is installed and operational; the commencement and expiration dates shall be set forth in a letter from CITY upon CONTRACTOR's notification to CITY that the project is ready to go on-line. Unless otherwise agreed by the parties, within thirty (30) days of expiration of the pilot project CONTRACTOR shall at its expense remove its equipment and restore the property to its condition prior to its use of the area. In the event CONTRACTOR fails to do so, CITY shall have the option of restoring the project area at CONTRACTOR's expense. CONTRACTOR shall comply with CITY's Smart City Privacy Guidelines, attached hereto as Exhibit B and incorporated herein by reference, for the duration of the project (Exhibit B).

2. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be paid an honorarium of Ten Thousand dollars and no/cents (\$10,000.00), which shall constitute the exclusive compensation under this Agreement. The honorarium will be paid in accordance with the schedule set forth in Exhibit C, attached hereto and incorporated herein by reference. In addition, CITY will issue CONTRACTOR a no-fee encroachment permit or license authorizing installation of the equipment on CITY property at the authorized location set forth in Exhibit A.
3. **INTELLECTUAL PROPERTY.** The CONTRACTOR represents and warrants to CITY that the work product shall be an original work of design and shall not violate or infringe upon the trademark, trade name, copyright, literary, dramatic, musical, artistic, personal, private, civil, "droit moral" or property right or rights of privacy or any other right of any person or entity.
4. **DEFINITION OF CITY DATA:** The data as described herein, which includes, without limitation, all collected, used, maintained, processed, stored, or generated by or on behalf of the City, including as the result of the use of Contractor's Services. CITY DATA includes without limitation video.
5. **DATA OWNERSHIP:** CITY will own all rights, including all intellectual property rights, in and to CITY DATA to the extent allowable by law and any derivative works of CITY DATA will remain the exclusive property of CITY. CONTRACTOR is prohibited from selling, sharing, or otherwise using CITY DATA with anyone other than CITY without express written consent of CITY.
6. **USE OF CITY DATA:** CONTRACTOR is provided a limited non-exclusive license to use CITY DATA solely for performing its obligations under the Agreement and not for CONTRACTOR's own purposes or later use. CONTRACTOR shall not access CITY DATA, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Agreement, or (4) at CITY's written request. Unauthorized use of CITY DATA by CONTRACTOR or third parties is prohibited. For purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored, or transmitted by the Service for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.
7. **ACCESS TO AND EXTRACTION OF CITY DATA:** City shall have access to CITY DATA twenty-four (24) hours a day, seven (7) days a week. CONTRACTOR's Services shall be capable of creating a digital, reusable copy of CITY DATA, in whole and in parts, as a platform independent and machine-readable file. Such file formats include, without limitation, plain text files such as comma-delimited tables, extensible markup language, and JavaScript object notation. CITY DATA which is stored in binary formats, including without limitation portable document format, JPEG, and portable network graphics files, shall instead be reproducible in the same format in which it was provided to CONTRACTOR. This reusable copy must be made available in a publicly documented and non-proprietary format, with a clearly-defined data structure and a data dictionary for all terms contained in the data. For purposes of this section, non-proprietary formats include formats for which royalty-free codes are available to end-users. CONTRACTOR warrants that CITY shall be able to extract CITY DATA from CONTRACTOR's Services on demand, but no later than twenty-four (24) hours of CITY's request, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees to

CONTRACTOR).

8. **INDEMNIFICATION.** Neither party shall be liable for any damages proximately resulting from the negligent or wrongful actions or omissions of the other parties, employees, or agents in the performance of this Agreement and each party shall indemnify, defend, and save harmless the other party from such damages or liability resulting from the negligent or wrongful actions or omissions of the other party.
9. **INSURANCE REQUIREMENTS.** Without in any way limiting CONTRACTOR's liability pursuant to the "Indemnification" section of this Agreement, CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

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

- 9.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage, including contractual liability, products liability and completed operations liability coverage. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain commercial general liability insurance to specifically include contractual liability, products liability and completed operations liability coverage. 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.

- 9.3. **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 three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal automobiles in any way on this project, CONTRACTOR shall obtain evidence of personal automobile liability coverage for each such person. In addition,

- the CONTRACTOR shall require any and every subcontractor to similarly maintain automobile liability insurance covering bodily injury and property damage for all activities of the subcontractor.
- 9.4. **Cyber Security Insurance Coverage.** CONTRACTOR shall maintain Cyber Security insurance in an amount of not less than one million dollars (\$1,000,000) per cyber security, data breach, network damage **and** business interruption occurrence.
- 9.5. **Technology Errors and Omissions Liability Coverage.** The CONTRACTOR shall procure a policy that at a minimum covers professional misconduct or lack of the requisite skill required for the performance of services defined in this Agreement in an amount of not less than one million dollars (\$1,000,000) per occurrence and two millions dollars (\$2,000,000) in the aggregate. The policy shall also provide coverage for the following risks:
- 9.6. **Dissemination of Confidential Information.** Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information, or other personally identifying information, stored or transmitted in electronic form;
- 9.7. **Unauthorized Access.** Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
- 9.7.1. **Malicious Software.** Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the CITY's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.
- 9.8. **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 **general** liability insurance policy shall be endorsed with the appropriate language outlined below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 9.8.1. **Additional Insured Clause.** "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."
- 9.8.2. **Primary Insurance Clause.** This policy shall be considered primary insurance as respect to the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

- 9.8.3. **Separation of Insured Clause.** 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.
- 9.8.4. **Failure to Report to Insurer.** 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.
- 9.8.5. **Waiver of Right to Subrogation Clause.** CONTRACTOR, and its insurer through endorsement, 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 have all subcontractors, and subcontractors' insurers through endorsement, to do likewise.
- 9.9. **Notice of Change in Insurance.** 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.
- 9.10. **Notice to City.** CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or any subcontractor 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. CONTRACTOR also agrees to provide immediate written notice to CITY if any insurance policy listed above is suspended, voided, or cancelled. CONTRACTOR agrees to have all subcontractors to do likewise.
- 9.11. **Claims-made policies.** Should any of the required insurance be provided under a claims-made form, CONTRACTOR shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- 9.12. **Defense costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.
- 9.13. **Acknowledgment of the Minimum Amount of Coverage.** Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR and any subcontractor hereby acknowledge 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.

- 9.14. **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 CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
- 9.15. **Certificates of Insurance.** The CONTRACTOR and its’ subcontractors shall provide certificates of insurance with original policy 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.
- 9.16. **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.
10. **ASSIGNMENT.** CONTRACTOR has been selected by way of a competitive process due to its unique professional qualifications as evidenced by its response to the Request for Proposals. Hence, this Agreement is not assignable nor is the performance of the CONTRACTOR’S duties delegable without the prior written consent of the CITY. Any attempted assignment of any of the rights or obligations of the CONTRACTOR without the prior written consent of the CITY shall be void and of no effect.
11. **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 that 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.
12. **CITY’S RESERVATION OF RIGHTS.** CONTRACTOR recognizes and acknowledges that the City is under no obligation to accept its project or enter into any further agreements with CONTRACTOR for any services beyond those specified herein. CITY reserves all of its discretion and the full measure of its police powers to evaluate the demonstration project on its merits in accordance with applicable procedures, standards and requirements and to accept or reject CONTRACTOR’S project in its sole discretion following evaluation of the four submitted pilot projects. It is understood and agreed that this Agreement shall not be

construed in any fashion as an advance determination and does not provide CONTRACTOR with any expectation as to the outcome of the discretionary review and evaluation process. Should CITY not accept CONTRACTOR's product, that decision will not constitute a default of this Agreement.

13. **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, 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.
14. **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.
15. **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. The 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.
16. **RESTRICTIONS. Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
17. **NOTICES.** 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.

CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069-4314

Attention: _____

CONTRACTOR:

Attention: _____

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
19. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
20. **AUTHORITY TO ENTER AGREEMENT.** 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.

IN WITNESS WHEREOF, the parties have executed this Agreement the **** day of *****.

CONTRACTOR: *****

CITY OF WEST HOLLYWOOD:

Paul Arevalo, City Manager

ATTEST:

City Clerk

EXHIBIT A

TBD based on proposals.

EXHIBIT B

Smart City Privacy Guidelines

Introduction

Throughout the country, smart city systems and technologies are transforming city life and helping pave the way for a more sustainable, resilient and equitable future. When used effectively, smart city technologies – like sensors that capture pollution in the air or lights that only turn on when someone is in the room – can produce cost savings, bolster civic engagement, and strengthen public health and safety.

The expansion of smart city technologies and connected systems and devices can also carry significant challenges and risks for cities. Mitigating this risk requires that government play a hands-on role in establishing frameworks and standards, monitoring the expansion of connected devices, and maximizing the public benefit derived from these new technologies.

With that aim in mind, the West Hollywood Smart City Privacy Guidelines provide a framework to help the City and our partners use connected devices and smart city technologies in a coordinated, consistent and responsible manner. They are intended to supplement – not replace – existing laws, rules, and regulations that apply to these systems.

The West Hollywood Smart City Privacy Guidelines were created with four primary goals:

1. Provide a common framework to help the City develop and expand policies and procedures related to smart city projects;
2. Maximize transparency and openness regarding the design, installation and operation of smart city systems and how public privacy and safety will be protected;
3. Provide clarity on the minimum requirements and expectations for installing and operating smart city systems using public space or assets; and
4. Advance the public dialogue about how the City, the private sector and academic partners can maximize the public benefit derived from smart city solutions.

Elements of the Smart City Privacy Guidelines

- A. Privacy Guidelines
- B. Glossary of Terms
- C. Smart City Project Privacy Statement

A. PRIVACY GUIDELINES

1. **PRIVACY + TRANSPARENCY** - *Smart City deployments must protect and respect the privacy of residents and visitors. The City is committed to being open and transparent about the “who, what, where, when, why and how” of data collection, transmission, processing and use.*
 - a. **The City shall make processes and policies** related to Smart City devices and Smart City-related data publicly available in an up-to-date, clear and comprehensive manner. Smart City privacy principles, guidelines, operational policies and responsibilities shall be transparent and made public via the City’s website.
 - b. **Smart City data shall only be collected, transmitted, processed and used** for specified, explicit and legitimate purposes. The purpose of data collection (e.g., a use case such as monitoring air quality), what data is collected (e.g., particulates in the air) and how data is being collected (e.g., pollution sensor on a light pole) shall be transparent and made public via the City’s website.
 - c. **Data and information collected by Smart City devices** shall be classified and treated accordingly, as Public, Private or Confidential. All personally identifiable information (PII) shall be classified at a minimum as private. All data that is classified as being confidential, or personally identifiable, shall be protected from unauthorized use and disclosure.
 - d. **PII shall by default be anonymized before being shared** in any way that could make the information publicly searchable or discoverable. Any copies and reproductions must have the same or higher level of classification as the original.
 - e. **PII data types shall have a clearly associated retention policy and disposal procedure.** Private or confidential data shall be kept for no longer than is operationally necessary or required for the specified, explicit and legitimate purposes.
 - f. **Before any private, or confidential data is shared** outside the City, the City shall ensure that the need cannot be met by using anonymized or aggregated data and that the appropriate protections are in place to preserve the confidentiality of the data.
 - g. **All public data sets are subject to the City of West Hollywood Smart City Privacy Guidelines** and as such shall be freely accessible via the City’s Open Data portal.
2. **DATA MANAGEMENT** - *Data is the core of any smart city system. The City shall ensure that smart city real-time data is captured, stored, verified, and made accessible in ways that maximize public benefit.*
 - a. **Smart City systems** (e.g. how data is collected, analyzed and used) shall be designed with the use case in mind (e.g. predicting demand for trashcan pick-up based on data on trash volume, weather and events) to maximize the benefits that can be derived data collection (e.g. routing trashcan pick-up more efficiently). Where useful, relevant business and historical data from the City or its partners shall be made available and utilized by applications.
 - b. **The desired measurement from any Smart City system** (e.g. pedestrian counts) shall be collected and categorized as efficiently as possible, using as few steps and/or manipulations as necessary.
 - c. **Smart City data shall be collected and stored** according to open standards, contain relevant contextual metadata, be exposed through open, standards-

based application program interfaces (APIs), and be provided with software development kits (SDKs) where applicable so it can be easily shared or combined with other data sets.

- d. **Smart City data shall be archived in a federated way** and made accessible throughout the City through a central portal (e.g. the City's open data portal) or a catalogue of documented open APIs unless restricted by existing laws or regulations and/or doing so would compromise privacy or public safety. Data from other systems not operated by the City, such as from a private sector partner or from crowdsourcing, that could provide public benefit can also be provided in this form with the source documented accordingly.
 - e. **The City recognizes the use of distinct** and sometimes conflicting non-proprietary international, national, or industry standards for data and technology interfaces. In cases where standards conflict, the one that most closely aligns to the use case will be selected.
 - f. **Each Smart City data set** (e.g. temperature) shall be validated and verified (e.g. through redundancy in data collection and/or historical data) and the resulting master copy clearly labeled before it is used, aggregated and/or released. Data shall be versioned so that any updated data can be distinguished from the original and/or master copy. The retention and disposal policies for the master copy shall be explicitly defined.
 - g. **Smart City data shall be both audited** and continuously monitored for accuracy and validity. This process shall be automated where possible.
 - h. **All data sets** (e.g. service requests) shall be checked for geographic, social or system-driven bias (e.g. geographic differences in civic engagement) and other quality problems. Any biasing factors shall be recorded and provided with the data set and corrected where possible.
3. **INFRASTRUCTURE** - *Smart City devices, networks and infrastructure shall be deployed, used, maintained and disposed of in an efficient, responsible and secure manner to maximize public benefit.*
- a. **To support citywide coordination** of Smart City deployments, City departments shall maintain an inventory of Smart City systems that they deploy using a standardized format. City departments shall also maintain an inventory of the public or private assets on which devices are installed and the networks used by these Smart City devices including details on the network type (e.g. LTE), security protocol (e.g. WPA), location, service level agreements, and contact information for the network and system operator.
 - b. **The City shall accumulate and publish**, via the City website, public information on Smart City systems including but not limited to examples of deployed Smart City devices (e.g. air quality sensors) and the different types of public assets (e.g. light poles) on which they are deployed.
 - c. **The City shall make public**, via the City website, a standardized protocol, including points of contact, for requesting access to, and approving use of, City assets for Smart City deployments. Where appropriate, the City will detail restrictions on particular types of public assets and/or siting restrictions (e.g. rules for historic districts).
 - d. **Smart City deployments shall, where possible, leverage or repurpose** existing conduit and public assets, maximize energy efficiency, and adhere to sustainable device disposal procedures.

- e. **The City shall leverage existing wireless and fixed networks** where possible and appropriate. Networks for Smart City deployments shall be selected to best support the specific use case. This shall include but is not limited to ensuring appropriate security protocols, bandwidth, pricing models, and service level agreements (SLAs).
 - f. **All Smart City devices and network equipment installed by the City**, on the City's behalf, or on City property shall have clear site license agreements and established terms of service governing who is responsible for ongoing operations, maintenance, and the secure disposal of equipment. Smart City devices and network equipment shall be labeled clearly with the name and contact information for the responsible party.
 - g. **Public assets shall be instrumented in an orderly manner** that minimizes clutter and allows for ease of access for replacement, repair and addition of new equipment or devices. If new conduit is being installed using public assets (e.g. to access rooftop of public buildings) or using public right-of-way (e.g. in City streets), location details must be filed with the responsible agency and use of the conduit shall not be restricted to one party.
 - h. **Smart City systems shall be designed to maximize resiliency** in the event of a natural disaster (e.g. earthquakes) or other emergencies (e.g. electrical outages). Critical systems shall have established emergency response plans to ensure the appropriate continuity of service.
4. **SECURITY** - *Smart City systems shall be designed and operated with security in mind to protect of the public, ensure the integrity of services, and be resilient to attacks.*
- **Smart City systems shall be designed with an explicit focus** on minimizing security risks (e.g. unauthorized operation or hacking, system faults, tampering, and environmental risks), limiting the potential impact from a security breach (e.g. the release of personally identifiable information), and ensuring that any compromises can be quickly detected and managed.
 - **Smart City systems shall utilize established security frameworks**, where possible, and ensure communication between components is tightly constrained.
 - **Identity and access management controls shall be in place** to ensure that the right people have access to systems, networks, and data at the right time. Users with access to Smart City systems shall be identified and authenticated. Identification shall be to the individual and not to the role.
 - **All data shall be protected in transit and at rest**, and systems shall be secured against unauthorized access or operation. Data storage mechanisms must not be easily removed from devices and systems must not have vulnerable external interfaces (e.g. unsecured USB ports).
 - **All partners utilizing public assets and/or networks** for Smart City deployments shall adhere to the principles and guidelines set by the City. The City has the right to restrict or revoke access to assets, devices, and public networks to protect the public interest and public safety.
 - **The City and its partners shall engage** in both audit-based and continuous monitoring to ensure that systems are working and that devices have not been compromised.
 - **Responsibilities related to security monitoring and the protection** of Smart City systems shall be clearly defined. In the event of a breach, public and private sector entities are required to comply with the breach disclosure and notification requirements according to California State law, under which any individual whose

unencrypted personal information, as defined, was acquired, or reasonable believed to have been acquired, by an unauthorized person, must be notified by the California business or state agency of the breach.

- 5. OPERATIONS + SUSTAINABILITY** - *All Smart City deployments shall be structured to maximize public benefit and ensure financial, operational, and environmental sustainability.*
- a. **Demonstrated need, business case, and public benefit** (e.g. economic, social, and environmental outcomes) shall be required prior to deployment of any new Smart City systems or solutions. In addition, proof of concept shall be required prior to citywide deployments.
 - b. **Prior to deployment, the City and its partners shall identify** all stakeholder and user groups (e.g. community residents and city employees) that will be impacted by the Smart City solution and establish feedback mechanisms and methods of engagement for these groups. Before and during deployment, the City and its partners shall also check for and address biases in the Smart City solution (e.g. information asymmetries) that may result in unintended consequences (e.g. inequitable service delivery).
 - c. **The City shall prioritize access to its assets and public networks** for Smart City system deployments that are distributed in an equitable manner and have the greatest public benefit. Public-private partnerships and business models that offset costs or generate revenue in ways aligned with greatest public benefit are encouraged but must be closely evaluated for risk.
 - d. **All projects and associated contracts or agreements** shall outline the “who, what, where, when, why and how” of the implementation, operations, risk management, knowledge transfer, and maintenance of Smart City systems. This Smart City Project Privacy Statement shall include clear definitions related to system and data ownership and responsibilities.
 - e. **Solutions shall be designed to be flexible and responsive** to evolving needs. Agreements shall enable the addition of new functions and update of components over the life of the agreement at a fair and transparent cost.
 - f. **Performance metrics shall be maintained for solutions.** Agreements shall specify intended outcomes of a solution and levels of service and provide for penalties, modifications, or terminations of the agreement in the event that the solution does not perform.
 - g. **The City and its partners shall reuse infrastructures and components** where possible, leverage citywide contracts or agreements, and develop solutions collaboratively among agencies to avoid duplicating existing solutions or functions and extract the greatest value from investments.
 - h. **All components of a solution shall be implemented** in a modular manner, prioritizing open standards where possible, to ensure interoperability and prevent dependency on a single vendor.

B. GLOSSARY OF TERMS

Conduit

As used in the *Infrastructure* section, a “conduit” is a duct that provides a protected path for network cables. These cables, like fiber optic cable, can be fragile and need to be protected from pressure, animals or water. These cables are most often used to transmit data for Internet connections, phone and cable TV service, or electric power.

Contextual metadata

As referenced in the *Data Management* section, “metadata” describes and gives information about other data, making that data easier to find, use and work with. “Contextual metadata” is metadata that provides information about significant properties and characteristics of the data, such as the data’s accuracy and quality, or whether it is time-sensitive, and is important to include so that other people can correctly interpret a data set.

Data Classification

All data associated with Smart City projects will be classified at one of three levels; public, private, or confidential.

- *Public* — This information is in the public domain. Public data include such items as budget information; data in annual reports or other documents that have been “officially” published by the City, as well as summary data (aggregate information that is not related to a specific individual or does not identify an individual), such as that information found in the City’s Open Data Portal.
- *Private* — This information is for agency use only, and its disclosure would damage the public trust placed in the agency. This data includes all personally identifiable information (PII).
- *Confidential* — This is the highest level of sensitivity, and disclosure could cause extreme damage to the agency’s ability to perform its primary business function. Datasets containing information whose disclosure could lead directly to massive financial loss, danger to public safety, or lead to loss of life is classified as confidential. Generally, confidential information should NOT be disclosed except when authorization is obtained through: (a) a customer’s explicit, written permission to disclose their data; (b) a lawful request as part of a law enforcement investigation or judicial mandate; or (c) written advice of the City Attorney.

Of course, all information cannot be easily classified. Staff discretion needs to be applied before any decision to disclose any “gray area” information. This judgment needs to weigh the public’s interest in disclosure versus the public’s interest in non-disclosure (including any invasion of privacy and proprietary concerns). The City Attorney shall provide assistance in these areas.

Established frameworks

As mentioned in the *Security* section, an “established framework” is a widely used set of controls and rules that takes into account multiple, different regulations and standards and provides a basis for developing security protocols, such as ISO 27001.

Internet of Things

Internet of Things represents the idea of connecting devices to the Internet to send and receive information and using that information to make better decisions and provide new services. “Things” can include cell phones, wearable devices like Fitbits, sensors, coffee makers and almost any object with an on/off switch. They can even be parts of machines, like the engine of a car or bus. They can send information about themselves, i.e. the engine needs a repair, or about the world around them, like air quality sensors which determine level of pollutants in the air.

Federated way

As mentioned in the *Data Management* section, storing data in a “federated way” means that data may be stored in different locations, databases, and services, but that they can be viewed or accessed together via a portal of APIs.

Modular structure

As used in the *Operations* section, systems that utilize “modular structure” are made of separate and distinct parts that can work together. These components or parts may be provided by different companies but can link and work together or be replaced and upgraded as necessary without requiring the replacement of an entire system.

Open standards

As referenced in the *Operations* and *Data Management* sections, “open standards” are written requirements for technical systems that are free and available for all to read and use. The use of open standards, which are developed collaboratively, enables interoperability and data exchange and are used by many organizations.

Personally identifiable information or PII

Of greatest importance in the *Privacy + Transparency* and *Security* sections, “personally identifiable information” refers to information which can be used alone or when combined with other personal or identifying information to determine or trace an individual’s identity.

The following list contains examples of information that may be considered PII:

- Name, such as full name, maiden name, mother’s maiden name, or alias;
- Personal identification number, such as social security number (SSN), passport number, driver’s license number, taxpayer identification number, patient identification number, and financial account or credit card number
- Address information, such as street address or email address;
- Asset information, such as Internet Protocol (IP) or Media Access Control (MAC) address or other host-specific persistent static identifier that consistently links to a particular person or small, well-defined group of people;
- Telephone numbers, including mobile, business, and personal numbers;
- Personal characteristics, including photographic image (especially of face or other distinguishing characteristic), x-rays, fingerprints, or other biometric image or template data (e.g., retina scan, voice signature, facial geometry); and
- Information identifying personally owned property, such as vehicle registration number or title number and related information.

Combinations of data that can be linked to a specific individual (e.g., place of birth, race, religion, weight, activities, geographical indicators, employment information, medical

information, education information, financial information) may result in information being classified as PII even if alone it may not be considered PII.

Public assets

As referenced in the *Infrastructure, Security, and Operations* sections, a “public asset” is something owned by the City of West Hollywood, and as such, by the public. In talking about Smart Cities, most of the assets referenced are physical assets, like city-owned street lights, parking meters or fleet vehicles. Other assets could be public parks or historic landmarks.

Smart City

A Smart City optimizes systems by using technology and data to improve service delivery and customer satisfaction while creating new opportunities for engagement and problem-solving for better shared outcomes.

Smart City deployment

As referenced throughout the guidelines, “deployment” is the process of setting up the Internet of Things to the point where it is live and functioning. This would include activating and installing devices, Internet connectivity, and any other hardware or software so information can begin to be sent, received and used. A “deployment” also refers to a fully-installed system.

Smart City device

A Smart City “device” is anything with an on/off switch and which is connected to the Internet to send and receive data.

Smart City system

A Smart City system includes all parts of the Smart City device that enables collecting, analyzing and using information. This includes the devices, hardware, Internet connectivity, software, people and services that generate and use the information.

Sustainable device disposal procedures

As mentioned in the *Infrastructure* section, the City uses and has a preference for suppliers that use “sustainable device disposal procedures” – methods for the reuse, repair, recycling, and disposal of electronics so that negative environmental impacts are reduced.

Unauthorized use and disclosure

In the context of the *Security and Privacy + Transparency* sections, “unauthorized use and disclosure” refers to cases in which information has been accessed, used or shared in a way that is not approved or permitted or by persons who are not permitted to do so.

C. SMART CITY PROJECT PRIVACY STATEMENT (TEMPLATE)

- 1. Product name:**
- 2. How the product works:**
- 3. What activity is measured:**
- 4. How is the data collected classified:**
 - a. Public
 - b. Private
 - c. Confidential
- 5. If personally identifiable information is collected, how is it anonymized:**
- 6. What environmental indicators are measured, if any:**
- 7. Who gets to see the data:**
- 8. How is data stored, and for how long:**
- 9. How, and how often, will data be shared with the city:**
- 10. What measures are in place to mitigate security breaches?**

EXHIBIT C

Honorarium Payment Schedule

\$5,000 paid at the commencement of the pilot.

\$5,000 paid at the expiration of the pilot.

EXHIBIT D

**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 _____



REQUEST FOR EVIDENCE OF INSURANCE – PLEASE PROVIDE THIS TO YOUR INSURANCE AGENT FOR PROPER PROCESSING

Dear Service Provider:

As part of your contract with the City of West Hollywood you are required to provide evidence of insurance coverage as outlined below. Kindly return your completed **ACORD Form Certificate of Insurance and the proper policy endorsements** to your City representative.

Certificate Holder: The City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, California 90046

Required Coverages & Endorsements:

- Commercial general liability insurance (including Products, Ongoing & Completed Operations coverage) in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- Automobile Liability with minimum combined single limit of \$300,000 (for owned, non-owned, hired, rented vehicles as necessary), if vehicles will be utilized for transport.
- Workers' Compensation Insurance as required by applicable law & Employers' Liability Insurance with minimum limits of \$1,000,000.
- Technology Errors and Omissions Liability Coverage with limits of no less than \$1,000,000 per occurrence/\$2,000,000 general aggregate
- The CITY OF WEST HOLLYWOOD, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds as their interests may appear (excluding Workers Compensation and Professional Liability). ***REQUIRES A POLICY ENDORSEMENT either CG 20 26, CG 20 12, or both CG 20 10 & CG 20 37**
- Include a **Waiver of Subrogation Endorsement** for the following:
 - ✓ Commercial General Liability
 - ✓ Workers Compensation Coverage
- Named insured must state their insurance is primary and non-contributory by policy endorsement.
- Certificate should indicate a 30 day notice of cancellation or reduction in limits applies.

Please note: not providing the proper insurance documentation may delay the processing of your contract. Refer to your specific contract for additional terms and requirements as necessary.

RETURN INSURANCE DOCUMENTS TO YOUR CITY REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

4. Other Insurance (From CG 00 01)

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B to be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Schedule

Name of Person or Organization: Where required by written contract.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following provision:

We waive any right of recovery we may have against the person or organization shown in the **Schedule** above because of payments we make for injury or damage arising out of your ongoing operations done under a contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

ISO | Commercial General Liability Forms | 05/01/09
POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© ISO Properties, Inc.

©Insurance Services Office, Inc.
©2012 Vertafore, Inc. All Rights Reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".