

# Washington Park Transportation Management Association

## Parking Lot Traffic Attendant and Flagging

### INVITATION TO BID #018

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#### A. INTRODUCTION

The Washington Park Transportation Management Association (WPTMA) is seeking responsive responsible proposers to submit proposals to manage peak day and event day parking for Washington Park parking areas. These are primarily days in which parking is expected to reach capacity, and overflow shuttles are used. There are approximately 120 days in the year in which traffic attendant and flagging services are expected to be used. In general, the times for these services range from 8am to 3pm; some days, due to concerts or other evening events, services may be used until 11pm. No cash collection is required.

#### B. BACKGROUND

The WPTMA is a 501(c)3 private non-profit created in 2013 to implement a diverse and innovative package of access management tools that maximize safe and convenient access to and from the Park, its institutions, and the adjacent neighborhoods. The WPTMA is governed by an eleven member board including senior level representatives from the Portland Children's Museum, Portland Parks & Recreation, TriMet, Oregon Zoo, World Forestry Center, Hoyt Arboretum Friends, Portland Japanese Garden, Sylvan Highlands Neighborhood Association, Arlington Heights Neighborhood Association, and two at-large members. It is funded through the collection of parking meter funds inside Washington Park.

For more information about Washington Park visit [washingtonparkpdx.org](http://washingtonparkpdx.org).

#### C. SUBMITTAL DUE DATES

Submittals are due to be received (postmarks not accepted) no later than 5:00 pm on May 21, 2015. Proposals may be submitted electronically to [heather@washingtonparkpdx.org](mailto:heather@washingtonparkpdx.org) or a hard copy may be sent to WP TMA, 4033 S.W. Canyon Road, Portland, OR 97221, Attention: Heather McCarey

#### D. MINIMUM QUALIFICATIONS

In order to qualify as a responsive proposer, the proposer needs to meet the minimum qualifications below:

- a. Contractor will have the capability to hire, train, and maintain staff.
- b. Contractor will provide necessary equipment as listed in the sample contract, Exhibit A.
- c. Contactor will have a minimum of two (2) years of parking experience in large events. .

#### E. REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation.

Proposers must submit the following information:

- a. Description of how the goods or services offered specifically satisfy the statement of work described in the statement of work within the Sample Contract (Exhibit A).
- b. Detailed information about how the Proposer meets the minimum qualifications described in Section D.
- c. Exhibit A: Hourly Rate Sheet
- d. Exhibit B: Certifications, fully completed.
- e. Exhibit C: References, fully completed.

#### F. EVALUATION

The stages of review and evaluation are as follows:

##### a. Determination of Responsiveness:

WPTMA will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive.

**b. First Stage Evaluation:**

Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below in section G. Scores will be used to determine Proposer's within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

WPTMA may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

**c. Second Stage Evaluation:**

If an award is not made after the first stage evaluation, WPTMA may choose any of the following methods in which to proceed:

Issue a written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. The contract will be awarded to the Proposer who in WPTMA's opinion, best meets the requirements and qualifications of the RFP and WPTMA's needs.

**G. EVALUATION CRITERIA**

Points will be given in each criteria and a total score will be determined. The maximum points available for each criterion are identified below.

Evaluation Criteria Points

Proposal relative to the Statement of Work	40
Proposer's qualifications relative to the qualifications	35
Price of the goods or services	25
Total	100

**NEGOTIATIONS**

WPTMA may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all eligible Proposers. WPTMA may negotiate:

- a. The statement of Work;
- b. The Contract price as it is affected by negotiating the statement of Work; and
- c. Any other terms and conditions determined by WPTMA in its sole discretion to be reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal review or execution of the Contract.

**INVESTIGATION OF REFERENCES**

WPTMA reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. WPTMA further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, WPTMA or any other source in the evaluation process. WPTMA may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

**EXHIBIT A**  
**HOURLY RATE SHEET**

**Lot Attendant / Traffic Flagger**

TERM	RATE PER HOUR	MINIMUM CHARGE	MINIMUM NOTICE REQUIRED TO CANCEL WITHOUT CHARGE	CANCELLATION FEE
June 1, 2015 – May 31, 2016				
June 1, 2016 – May 31, 2017				
June 1, 2017 – May 31, 2018				

**SAMPLE CONTRACT FOR THE PURCHASE OF  
Parking Lot Attendant and Traffic Flagger Services  
WPTMA CONTRACT NO. #X**

This Contract is between the Washington Park Transportation Management Association ("WPTMA"), and [Contractor's name] ("Contractor").

WHEREAS, WPTMA competitively solicited for the services outlined in this Contract under Invitation to Bid number 018 entitled Parking Lot Attendant and Traffic Flagger Services and Contractor was selected as the Bidder best able to provide this service; and

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, WPTMA and Contractor agree as follows:

**1. CONTRACT TERM AND TERMINATION:**

A. CONTRACT TERM.

This Contract is effective on June 1, 2015 and expires on May 31, 2016 (the Initial Term). This Contract may be renewed for two (2) additional, one (1) year Terms (each, a "Renewal Term"), or as otherwise allowed by law, through written amendment exercising the option to renew. The Initial Term and any Renewal Term may be referred to, collectively, as the "Term".

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by WPTMA upon thirty (30) days' written notice. In addition, WPTMA may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) WPTMA fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by WPTMA's budget and WPTMA determines, in its assessment and ranking of the policy objectives explicit or implicit WPTMA's budget, that it is necessary to terminate the Contract, or (d) if the WPTMA program for which this Contract was executed is abolished.

WPTMA may also terminate this Contract at any time by written notice for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from WPTMA, fails to correct such failures within ten (10) days. Termination of this Contract under this Section or any other section is without prejudice to WPTMA's other rights and remedies.

C. REMEDIES FOR CONTRACTOR'S DEFAULT.

In the event Contractor is in default (which includes without limitation, incomplete services), WPTMA may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to WPTMA at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and WPTMA may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**2. STATEMENT OF WORK:**

A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall provide WPTMA with the following services during the Term of this Contract: management; training; supervision; staff; uniforms; communication equipment; supplies; and replacement or substitute staffing and equipment in order to provide services for overflow event days, including, but not limited to, spring break, Washington Park/Zoo concert nights, special event

nights, regular peak summer days, ZooLights, and other special events. The Scope of Work for Services include, but are not limited to the following:

## **SCOPE OF WORK**

### a) Review and Knowledge of Washington Park and Parking Facilities

- i) Lot locations and parking requirements for various Washington Park parking lots.
- ii) Schedule of event activities held at Washington Park.
- iii) Staffing levels necessary for Services requested for the facilities and events where Services are provided.
- iv) Schedule of similar event activities by other clients that could present the inability to perform Services needed as requested in this Contract, including, but not limited to, sufficient staffing levels and quality and experience of staff provided.
- v) Event-specific policies and procedures, including vehicle collision or accident reporting.
- vi) Event-specific policies for closing parking areas or restricting access.
- vii) Methods of controlling access.
- viii) Identification of key event/facility personnel.

### b) Orderly Movement and Assembly of vehicles, including:

- i) flagging vehicles into, out of, and within parking areas and park roads.
- ii) flagging vehicles into, out of, and within shuttle lots.
- iii) communicating with drivers about the closure of parking areas.
- iv) closing of parking areas when lots reach capacity and following the procedures for turning traffic away.
- v) placement of signs in parking lots

### d) Risk Management

Contractor shall perform the following for managing and controlling any risk issues:

- i) Participate in pre-event orientations and review of assigned work area with WPTMA and Portland Parks & Recreation (PP&R) staff.
- ii) Identify, mitigate, and report safety hazards to WPTMA or Parks management staff, as appropriate
- iii) Operate and maneuver equipment in a safe manner.
- ii) Maintain a drug and alcohol free work environment

### e) Applicable Statutes, Rules, Policies and Procedures

Contractor shall follow all applicable statutes, rules, policies and procedures in order to maintain law and order within the areas of assignment. Contractor shall maintain consistency with training and equipment so as not to unreasonably endanger property or personnel. Contractor shall enforce applicable Local, State and National legislation, and WPTMA policies and procedures (as amended), and shall provide supervision of trained personnel in order to prevent, when possible, crimes, including, but not limited to, theft, vandalism and assault. Contractor shall inform patrons of violations of laws, policies and procedures and the ensuing consequences. Contractor shall report any violations of law and policies and procedures to the WPTMA Operations Coordinator, as well as report any problems not addressed in law, policies and procedures to WPTMA.

### f) Assisting Patrons

Contractor shall maximize accessibility to patrons, anticipate patron needs, answer questions or assist to find answers and respond to patron concerns or problems. Contractor shall provide direction to appropriate locations. Contractor shall not engage in arguments or physical contact with patrons.

### g) Perform Communication Function

Contractor communication shall include, but not be limited to, the following:

- i) Utilizing excellent listening, verbal, non-verbal, and written communication techniques with patrons and all personnel associated with the event. This includes competency utilizing all communication equipment, utilizing correct event and facility terminology, recognizing non-verbal crowd communication and utilizing signage in the communication process.
- ii) Contractor employees shall report any communication breakdowns to Contractor supervisor.

- iii) Contractor shall, at all times, maintain the integrity of confidential information.
- iv) Contractor shall complete any required written documentation.

#### h) Lost and Found

Contractor shall present lost and found articles to PP&R Rangers.

#### i) Injury or Illness

Contractor shall contact 911 in accordance with WPTMA procedures in the event of injury or illness to event patrons.

The Scope of Work includes any and all ancillary services, functions or responsibilities related to the scope of work that are normal, customary and incidental to the provision of such Services or that are sub-tasks of such Services, functions and responsibilities set forth herein, and are reasonably required for the proper performance and provision of such Services, functions and responsibilities, whether they are documented or not, including relationship and contract management.

### **KEY PERSONNEL**

In addition to the staff required to perform the Services described in this Contract, the Contractor shall provide the following Key Personnel:

#### a) District Manager

The Contractor shall provide, at no cost to WPTMA, a designated District Manager who shall:

- i) Act on Contractor's behalf and be responsible for the overall management and coordination of this Contract with the WPTMA Contract Administrator.
- ii) Have full authority to act on behalf of Contractor.
- iii) Act as the Contractor's central point of contact with WPTMA.
- iv) Be present on-site a sufficient amount of time at facilities and events as requested by WPTMA to oversee the quality control of Contractor operations in accordance with the requirements of this Contract.

### **STAFF TRAINING AND CERTIFICATIONS**

Training of all staff will be the responsibility of the Contractor. All staff shall be qualified to perform traffic flagging services as described. Staff shall carry their ODOT certified flagging card at all times.

#### a) Training Content

All Contractor Personnel training shall, at a minimum, include the subjects listed below, the curriculum content of which shall be reviewed and approved by WPTMA prior to training. The training areas concerning typical parking and traffic operations will be provided by the WPTMA.

- i) Orientation.
- ii) Typical parking and traffic operations in Washington Park
- iii) Maps and Parking layout of the park
- iv) Maintenance of Equipment.
- v) Communication and Incident Reporting.
- vi) Contractor's Drug/Alcohol Awareness Program.

#### b) Applicable Statutes, Rules, Policies and Procedures

- i) Overview of Applicable Oregon Revised Statutes and City Code
- ii) Review of WPTMA and Parks Policies and Procedures.

### c) Emergency Procedures

- i) Responsive to Threats of Violence.
- ii) Emergency Situation Response.

### d) General Duties

- i) Restricted Access Control.
- ii) Traffic flagging (Oregon certification)

### e) Other

- i) Violence in the Workplace.
- ii) Sexual Harassment.
- iii) Workplace Harassment.
- iv) Training Frequency

Staff must be trained to working an event at WPTMA. Staff returning to the same position and duties must receive refresher training annually which will consist of at least the same content as required above, but in a condensed format. Staff returning to different positions and duties must receive additional adequate training for performing the Services associated with the different position and duties, including any trainings or certifications required by federal, state or local laws. Staffs who have returned after an absence of over one (1) calendar year must attend full training as required for new incoming staff members.

## **APPEARANCE AND CONDUCT OF EMPLOYEES**

All Contractor personnel shall maintain a well-groomed, clean and professional appearance in accordance with WPTMA standards.

### b) Uniforms

All Contractor staff shall wear Contractor issued uniforms while on duty. Uniforms will clearly display Contractor's name and identify Contractor staff as parking attendants/flaggers.

In addition to the uniform provided by the Contractor, all of Contractor's staff are required to wear Khaki or Black slacks to complete the uniform. Jeans are not permitted. All staff uniforms and clothing shall be in good condition, clean, free of rips and wrinkles, with correct sizing and no sagging or bagginess.

All hats and caps must be Contractor-issued and similar in appearance. No personal hats and caps are allowed to be worn. Hats and caps must be worn appropriately with the bill forward and straight on the head. WPTMA shall have final approval of all uniforms.

Staff stationed in positions exposed to the weather must be provided with appropriate outerwear which meets the uniform requirements above. Outerwear must not inhibit the ability for patrons to identify an individual employee's identification and name or number. ANSI Class II or III vests must be worn while working in the lots. ANSI pants are required during night work. The WPTMA may provide ANSI Class II or III vests with the WPTMA logo.

### b) Staff Conduct

Contractor's staff shall conduct themselves in accordance with the rules, regulations, and the demeanor expected and required of persons performing Services. While working at Washington Park, Contractor's Staff must behave in a professional manner, be courteous, and exercise tact and diplomacy in their contact with the Public. Inappropriate conduct will not be tolerated.

Inappropriate conduct includes, but is not limited to, the following:

- i) Employee dishonesty or theft in any form.
- ii) Offensive, profane, or inappropriate language.
- iii) Loud, boisterous conduct and horseplay
- iv) The consumption of intoxicating beverages or use of illegal drugs or controlled substances while on duty or at any time on WPTMA property.
- v) Inattentive behaviors, including but not limited to, using personal cell phones, text messaging, amorous displays, or sleeping while on duty.

- vi) Damaging or misappropriating WPTMA property.
- vii) Smoking is not allowed within Washington Park.

Contractor shall reassign or reprimand, up to dismissal, any employee after notification by WPTMA that such employee has engaged in unacceptable staff appearance or staff conduct. Upon request by WPTMA, the Contractor shall replace any staff member not performing the service according to this Contract.

If a Contractor's employee is found unacceptable, careless, incompetent, or otherwise objectionable and whose continued employment is not in the best interest of WPTMA, that employee shall be immediately requested to vacate the WPTMA premises and shall not be permitted to perform the Services or duties of this Contract.

Contractor staffs on break or at lunch are authorized to eat and/or smoke only in the designated areas. Contractor's staffs on break or at lunch, who are outside of the designated areas, must remove parts of their uniform identifying them as Contractor's staff. Contractor's staff who are in the facility or venue outside of the designated areas and in Uniform will be considered to be on duty and may be evaluated as such.

## **RECRUITMENT AND DOCUMENTATION**

### **a) Recruitment**

Contractor shall maintain an active recruiting, training and screening program sufficient to preserve the staffing requirements necessary for this Contract. Contractor may also utilize temporary employment agencies for recruitment provided that recruitment from these agencies is performed well in advance and WPTMA is notified of Contractor's use of the agency. Staff recruited from temporary employment agencies must meet the same Contractor training requirements as any other recruited staff.

### **b) Staffing Levels**

The WPTMA Operations Coordinator will meet with the Contractor on a regular basis to evaluate and determine adequate event staffing levels for the upcoming events for the various Services needed. The Contractor will then have the responsibility to provide the requested staffing levels.

Final staffing levels will be determined through discussions between Contractor and WPTMA. Historical staffing levels described below will be used as the minimum staffing requirement. Contractor must be able to meet this level of staffing. Contractor shall supply, at a minimum, 4 staff members for each peak or event day consisting of the following:

- i) Flaggers – 4

On some event days, as many as 9 staff may be required.

### **c) Staff Consistency and Experience**

Contractor shall maintain and assign the same staff in a consistent manner to the same positions and duties throughout the Contract Term. No more than twenty-five percent (25%) of staffing shall be inexperienced or new staff for WPTMA events after the first 60 days of the contract period. Contractor shall disclose at the beginning of each Contract renewal period any Services provided to other clients in Oregon where a schedule of similar event activities could inhibit the quality of Services provided in this Contract and how the quality of Services will be maintained due to increased staffing levels for competing clients, including but not limited to providing sufficient experienced staffing levels.

### **d) Temporary Staffing**

Contractor shall disclose via email to WPTMA Operations Coordinator, at a minimum of two (2) weeks prior to the event, the use of temporary staffing for meeting the required staffing levels at any time. All temporary staffing shall comply with training and certification requirements outlined in the Staff Training and Certifications section of this Contract.



#### e) Criminal Background Checks

All Contractor's directors and officers, and any employees, current, future and temporary, assigned under this Contract may not have any felony convictions or misdemeanor convictions including crimes of moral turpitude (i.e. theft, embezzlement, sex crimes, crimes against persons) or violence (i.e. assault or battery), as documented by current and up to date criminal background checks.

Hiring shall be contingent upon successfully passing a criminal background check.

#### f) Drug Screening

Staff assigned to work under this Contract shall not be under the influence of drugs. Contractor must have a plan in place for screening applicants for drug use and random screening of staff once employed.

#### g) Personnel Documentation

Contractor will maintain Criminal Background Check and drug screening documentation in personnel files indicating that the prerequisites above have been fully met prior to Contractor employees working at WPTMA. Contractor certifies that all directors and officers and any staff assigned to work under this Contract have successfully passed the criminal background check based on the criteria provided above and the drug screening. WPTMA reserves the right to request any documentation for confirmation of successfully passing a criminal background check of all Contractor's directors, officers and employees.

Contractor shall not assign staffs to work under this Contract who have not successfully passed a criminal background check.

### **EQUIPMENT**

#### a) Equipment

Contractor shall equip all key personnel with uniforms and two-way radios. Contractor will have the use of WPTMA's current inventory of barricades and cones and signage.

Additional equipment that may be available, if requested, includes traffic wands. WPTMA may also provide ANSI Class II or III reflective vests with the WPTMA logo.

### **SERVICE LEVELS**

#### a) Negotiation of Service Levels

Contractor shall perform the Services in accordance with the service levels to be negotiated in good faith by the parties as soon as reasonably practicable after the execution and delivery of this Contract by the parties. The parties will attach such Service Levels to this Contract as Amendment #1.

### **ACCEPTANCE OF SERVICES.**

Services furnished under this Contract are subject to acceptance by WPTMA. If WPTMA finds services furnished to be incomplete or not in compliance with the Contract, WPTMA, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever WPTMA deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by WPTMA, WPTMA may pursue any of the remedies for Contractor's default detailed in that Section above.

### **RATES AND PAYMENT:**

#### a) Rates:

In consideration of Contractor providing the Services under this Contract, WPTMA will pay to Contractor the hourly rates set forth in Exhibit A, which is attached hereto, and by this reference incorporated herein. The hourly rates due under this Contract shall be invoiced to WPTMA. There will be no increase to the hourly rates during the Contract Term or Renewals.

## **INSURANCE:**

The successful Proposer(s) shall obtain and maintain in full force, and at its own expense, throughout the duration of the contract and any warranty or extension periods, the required insurances identified below. The WP TMA reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the contract. Successful Proposer shall be able to provide evidence that any or all subcontractors performing work or providing goods or services under the contract have the same types and amounts of insurance coverage as required herein or that the subcontractor is included under the Successful Proposers policy.

**Workers' Compensation Insurance:** Successful Proposer shall comply with the workers' compensation law, ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, The Successful Proposer and any/all subcontractors shall maintain coverage for all subject workers for the entire term of the contract including any contract extensions.

**Commercial General Liability Insurance:** Successful Proposer shall have Commercial General Liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent successful Proposer's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

**Professional Liability & Errors & Omissions Insurance:** Successful Proposer shall have Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Successful Proposer under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$2,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Successful Proposer may have claims-made policy in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, if the Successful Proposer obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

**Additional Insurance:** Any insurance required by Federal Law or State Statute or City Code; such as Bailees Insurance, Maritime Coverage, or other coverage(s).

**Additional Insured:** The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the WP TMA and City of Portland Bureau of Portland Parks & Recreation as Additional Insureds, with respect to the Successful Proposer's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

**Continuous Coverage; Notice of Cancellation:** The Successful Proposer agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from Successful Proposer to the WP TMA. If the insurance is canceled or terminated prior to completion of the Contract, Successful Proposer shall immediately notify the WP TMA and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

**Certificate(s) of Insurance:** Successful Proposer shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement forms(s) to the WP TMA prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Successful Proposer shall pay for all deductibles and premium. The WP TMA reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage required.