

City of West Hollywood
Department of Public Works

REQUEST FOR PROPOSALS

EBIDDING PROCUREMENT

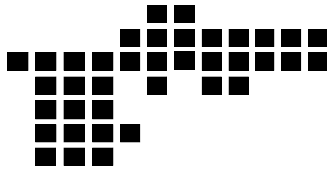
ISSUED BY:

**THE CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069**

**Michelle Bell, Project Manager
Department of Public Works**

RESPONSES DUE:

FRIDAY, MAY 16, 2014 AT 3:00 PST



City of West Hollywood
California 1984

**REQUEST FOR PROPOSALS
FOR
EBIDDING PROCUREMENT
IN THE CITY OF WEST HOLLYWOOD**

The City of West Hollywood is requesting proposals for an Online EBidding Procurement System from qualified vendors for the purchase and implementation of Bid Online Services in accordance with this Request for Proposals. Award resulting from this RFP is expected to result in a fixed price contract.

Deadline for Requests for Information (RFI's)/Clarification is Thursday, MAY 8, 2014, at 10:00 A.M. PST.

Proposals will be received until **FRIDAY, MAY 16, 2014 AT 3:00 P.M. PST** in the office of:

**City Clerk
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069**

Late Proposals will not be accepted. Proposals shall be submitted in sealed envelopes marked on the outside as follows:

**"EBIDDING PROCUREMENT"
DO NOT OPEN WITH REGULAR MAIL."**

The intent of the CITY is to hire a VENDOR to provide a hosted Ebidding Procurement Process.

The City reserves the right to reject any and all Proposals and to award the contract to the Vendor who best meets the requirements set forth in the Specifications/Contract Documents and to take all proposals under advisement for a period of ninety (90) days.

Complete sets of said specifications/contract documents shall be obtained from the **City of West Hollywood**, Department of Public Works, 8300 Santa Monica Boulevard, West Hollywood, California 90069 by appointment, please call 323-848-6390.

**BY ORDER OF THE
CITY OF WEST HOLLYWOOD**

By: _____

City Clerk

TABLE OF CONTENTS

ITEM/SECTION

1.0 INTRODUCTION AND BACKGROUND

2.0 SCOPE OF WORK

3.0 INSTRUCTIONS TO PROPOSERS

4.0 PROCUREMENT SCHEDULE

5.0 SUBMITTAL REQUIREMENTS

6.0 SCHEDULE OF EVENTS

7.0 DISCLOSURE OF CONTENTS OF PROPOSALS

8.0 EVALUATION OF PROPOSALS

APPENDIX A – SAMPLE CONTRACT

APPENDIX B –PROPOSAL LETTER

APPENDIX C – CONSULTANT INFORMATION FORM

APPENDIX D – PROPOSAL PRICING FORM (BID SCHEDULE)

CITY OF WEST HOLLYWOOD

1.0 **INTRODUCTION AND BACKGROUND**

1.1 **Introduction**

The City of West Hollywood (CITY) is seeking a qualified vendor to provide services for a hosted software application to manage the City's online procurement solicitations and vendor registration processes.

1.2 **Background**

The City of West Hollywood was incorporated in 1984. It is 1.9 square miles in area and is bounded by Beverly Hills to the west, Hollywood to the east, and Los Angeles to the north and south.

West Hollywood is home to approximately 35,000 residents and over 3,500 businesses. The City of West Hollywood is a Council-Manager type municipality with five Council members elected at large to four year terms on a staggered basis.

The City currently posts approximately 40-50 bids/RFP's per year on the City's website, and asks interested vendors to download and print the bids/RFP's then submit hardcopy to the City, with an authorizing signature (notarized) for formal bids. The City also manually maintains prospective vendor lists which provides their contact information and commodities that they provide. Once a RFP or bid is distributed staff maintains a manual plan holders/RFP holder list that requires contact information for issuance of addendums. Keeping manual lists is problematic and data is misplaced and lost.

The City would like to automate the bidding process as much as possible, and acquire for both the City and vendors a user friendly, proven, web-based, and hosted system that provides online posting of bids with a link on the City's website. The system should provide a means for vendors to register as a potential bidder online at **no cost to the vendor**. This system shall also allow the vendor to receive and update information as needed, receive automatic notification when a bid is issued for their selected commodities. Prospective bidders/proposers shall be able to download and print (costs may apply), and/or submit hardcopy bid/proposals, or should the City desire, submit a bid electronically. The City reserves the right to determine bid/proposal submission criteria.

2.0 **SCOPE OF WORK**

The Selected Vendor, for the purposes of this project, shall be held responsible for the services below.

The successful vendor will provide a comprehensive Bid Online service for the City of West Hollywood that will encompass the key elements listed below.

CITY OF WEST HOLLYWOOD

Services will be configured to meet City business requirements, and will include onsite installation and configuration, start-up services, assistance with and development of a custom interface integration, onsite training of City staff on use and maintenance of the system, as well as ongoing technical and service support.

- **Web Portal:** A web portal with the following capabilities:
 - Branding - portal shall appear to be part of the City of West Hollywood website. The City shall have the ability to rebrand the portal as often as its primary website layout is modified.
 - Staff Access - portal shall provide functionality necessary for designated City staff to perform required management tasks as well as access for staff to use its functions.
 - Respondents Access - portal shall provide all functionality identified in this document.
- **California Public Contract Code:** The California Public Contract Code shall be complied with in the provided services.
- **Bid Creation/Management:** Comprehensive bid creation and management services that fully manage online solicitation including Invitation for Bids (IFB's), Requests for Quotes (RFQ's) Requests for Information (RFI), and Requests for Proposals (RFP) from distribution to notice of award. Services shall include, but are not limited to:
 - Standard bid templates with the ability to customize as needed.
 - Publication of solicitation on the Internet.
 - Receiving online bids, quotes, and proposals.
 - Publication of addenda to any vendor who has made a download.
 - Record of all downloads for all bids.
 - Bid and/or quote tabulation.
 - Notice of award including bid tabulations.
 - **User friendly for both City and vendors**

The following services relating to RFPs and construction bids will not be considered as part of the initial evaluation or award, but may be considered for implementation at a later date

- Distribution of RFP responses (proposals) to panel members.
- Collection and tabulation of panel members' RFP score sheets.
- "Plan holder" tracking for public works construction bids.
- **Vendor and Commodities Management:** A comprehensive and dynamic vendor database with the ability to accept current City vendors, allows new vendors to register independently online and update contact and desired commodities as needed, including W-9 and City of West Hollywood business tax certificate maintenance, and that is kept current with vendors being purged who show no activity for a selected period of time. Vendor database shall be

CITY OF WEST HOLLYWOOD

available to the City and easily searchable by commodity, vendor or any other criteria.

- **Reporting/Audit Trails:** A wide variety of reports and auditing capabilities shall be available.
- **System Integration:** System shall have the capability to work with Internet Explorer, Windows 7 and Google Chrome.
- **Archiving:** system shall have the ability to archive solicitations and results for the duration of time as required by law or City retention policies. City requires the ability to retrieve and "backup" solicitations to a City server to establish historical data if appropriate.

Costs: Prices quoted shall remain firm for a period of at least 180 days and include all costs to provide bid online services to the City for a period of 3 years, including implementation and training. Also include costs vendors pay to participate in the services in a separate table.

3.0 **INSTRUCTIONS TO PROPOSERS**

Proposals will consist of technical aspects, costs, vendor qualifications/experience, and references. One original and 5 copies of the complete proposal (technical, costs, qualifications, and references: are required. The original proposal must be clearly marked by "tabbed sections" and contain original signatures and must be easily reproducible on a standard copying machine.

The City shall not be liable for any pre-contractual expenses, which are defined as expenses incurred by a Proposer(s) in preparing its proposal in response to this RFP, negotiating with the City any matter related to the proposal, or any other expenses incurred by Proposer(s) prior to the date of award of the contract(s) resulting from this procurement.

3.1 **Informed Proposer**

PROPOSERS shall review the Sample Contract (Appendix "A") for a complete understanding of all terms and conditions included therein. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at proposer's own risk and proposer cannot secure relief on the plea of error.

3.2 **Proposal Submission**

By submitting a proposal, each proposer represents that it:

CITY OF WEST HOLLYWOOD

- It affirms that it is familiar with all the terms and conditions of the RFP and is sufficiently informed in all matters affecting the performance of the work and provisions of labor, supplies, material, equipment and facilities called for in this RFP.
- Understands the requirements of the Scope of Work, the nature and location of the work, and all other matters that can affect the work.
- Will honor its proposal for 90 days, and acknowledges that the proposal cannot be withdrawn within that time and without prior written consent from the City.
- Will comply with all requirements set forth in this RFP and, if awarded, the ensuing contract.
- Has reviewed the attached Sample Contract (*Appendix "A"*) and, other than through the request for clarification process described below in paragraph 3.5, will not seek to alter or revise its terms and conditions.
- Will, if selected to perform the work, comply with all terms and conditions set forth in the Sample Contract (*Appendix "A"*) and documents associated with this procurement.

3.2.1. Addenda

The City reserves the right to revise or amend the RFP documents prior to the stated proposal submittal deadline. Any such revisions will be made by written addenda to this RFP. Firms must acknowledge receipt of addenda in their proposal letters. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

4.0 Procurement Schedule

4.1 **Submitting Requests**

All requests for clarifications, changes, exceptions or deviations to the Statement of Work or terms and conditions to include the terms of the sample contract set forth in this RFP must be submitted in writing via email to [**mbell@weho.org**](mailto:mbell@weho.org). All questions must be numbered. Please include only one question for each number.

All such requests must be clearly labeled "Written Questions" and must reference the subject RFP title. **Deadline for Requests for Information (RFI's)/Clarification is Deadline**

CITY OF WEST HOLLYWOOD

for Requests for Information (RFI's)/Clarification is Friday, MAY 8, 2014, at 10:00 A.M. PST.

4.2. City Response

The City will respond to all written questions within a reasonable time period. For those which require a change to the RFP documents, a written addendum will be issued. Responses to written questions and addenda will be emailed to all proposers that are on the official proposal holders list. Therefore, all potential proposers to this subject RFP are encouraged to check with the City prior to final submission of the Proposal. It is the responsibility of each proposer to ensure that all addenda have been included and that a signed acknowledgement, if required, is included in the response to this RFP. The City will not accept any requests for consideration of deviations, exceptions, changes or clarifications after the time and date specified above.

4.3. Exceptions or Clarifications to Sample Contract Form

PROPOSERS shall familiarize themselves with the Sample Contract Form (*Appendix "A"*). The City intends to use the attached Sample Contract Form as the contract resulting from this RFP. Should the Proposer have concerns, questions, or recommended changes to the Sample Contract Form requirements, then those concerns/recommended changes must be specified in detail and submitted in writing to the City as set forth in paragraph 3.0.1. The City will review Proposer's concerns/recommendations and may issue an addendum outlining the Proposer's request and any comments from the City regarding the potential for consideration of such recommended change(s) during formal negotiations with the successful Proposer. Changes to the City's Sample Contract form shall be made at the City's sole and absolute discretion.

Proposers are reminded that requests for approved equals, deviations to insurance requirements or other terms and conditions, and questions or concerns about the Statement of Work should be submitted as part of the RFP clarification process.

4.4. Withdrawal of Proposal

The Consultant may withdraw its proposal before the opening of proposals and prior to the date and time indicated as the submittal deadline by submitting a written request signed by an authorized representative of the firm and delivered to the City Clerk's Office.

CITY OF WEST HOLLYWOOD

4.5 City Rights

The City may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence of qualifications to perform the work described in this RFP. This RFP does not commit the City to issue a contract to implement this procurement.

Furthermore, the City reserves the right to:

- 4.5.1. Accept or reject any and all of the proposals, or any item or part thereof, at its discretion. Make an award for a portion of the Scope of Work. Award contracts to one or more Proposer(s). Cancel or withdraw the entire RFP, or any part thereof, at any time without prior notice. Issue a subsequent or concurrent RFP. Waive any minor errors or irregularities in any proposal, to the extent permitted by law. Obtain information from any source that has the potential to improve the understanding and evaluation of the RFP. Postpone RFP openings for its own convenience. Remedy or overlook technical errors in the RFP process. Appoint an Evaluation Committee to review RFPs. Seek the assistance of outside technical experts. Approve or disapprove the use of particular sub consultants. Establish a short list of PROPOSERS eligible for interview after review of written RFPs. Negotiate with any, all or none of the respondents to the RFP. Solicit best and final offers (BAFOs) from all or some of the respondents. Accept other than the lowest monetary offer. Award a contract based upon initial offers.

5.0. SUBMITTAL REQUIREMENTS

Deadline for Requests for Information (RFI's)/Clarification is Deadline for Requests for Information (RFI's)/Clarification is Thursday, MAY 8, 2014, at 10:00 A.M.

Proposal Deadline Date

Proposals must be received at the offices of the City on or before **MAY 16, 2014 at 3 P.M. PST.**

Attention: **City Clerk**
City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069

CITY OF WEST HOLLYWOOD

Proposals that are mailed through either regular or expedited mail service should be addressed to the City office as listed above. Proposals received after the specified date and time will be considered non-responsive and returned to senders unopened.

6.0. SCHEDULE OF EVENTS

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

Request for Proposal Release	May 1, 2014
Final Date for Submitting Proposal	May 16, 2014
Proposal Evaluation by City	May/June, 2014
Award of Contract	June, 2014
Contract Begins - Tentative Date	July 1, 2014

7.0. DISCLOSURE OF CONTENTS OF PROPOSAL

All proposals accepted by the City of West Hollywood shall become the exclusive property of the City. **Upon opening, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are identified by the Contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary".** Each element of a proposal which the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

8.0. EVALUATION OF PROPOSALS

No single criteria, including price, will dictate the City's ultimate selection. The relative importance of the factors listed below involve judgment on the part of the City staff and will include both objective and subjective analysis. Specific evaluation criteria will include the following:

- Information contained in the proposal.
- Experience, qualifications and references of the vendor.
- Length of time in business.

CITY OF WEST HOLLYWOOD

- Demonstrated financial stability.
- The adequacy of the vendor's financial resources.
- Competitive pricing.
- The quality of the services offered.
- The capacity of the vendor to perform the contract or provide the service promptly, within the time specified, and without delay or interference.
- Format and system requirements of the software.
- Vendors can respond to service and maintenance in a timely and efficient manner.

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

NON-DISCRIMINATION

The City maintains various policies related to contractual service providers. Among these is anti-discrimination policy which requires that our contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, or medical condition. Upon acceptance of a proposal, the City may request that the selected firm sign a statement affirming their compliance with this policy.

CITY OF WEST HOLLYWOOD

APPENDIX "A"

SAMPLE CONTRACT

This Agreement is made on this [REDACTED] day of [REDACTED], 20[REDACTED], 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 [REDACTED] (hereinafter referred to as the "CONSULTANT").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONSULTANT is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONSULTANT, mutually agree as follows:
 - 1. **SERVICES.** The CONSULTANT shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
 - 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on [REDACTED], 20[REDACTED] unless extended in writing in advance by both parties.
 - 3. **TIME OF PERFORMANCE.** The services of the CONSULTANT are to commence upon receipt of a notice to proceed from the CITY and shall

continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. **PAYMENT FOR SERVICES.** The CONSULTANT shall be compensated in an amount not to exceed \$ [REDACTED] for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONSULTANT shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONSULTANT shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, [REDACTED] shall serve as the CITY's representative for the administration of the project. All activities performed by the CONSULTANT shall be coordinated with this person.
 - 5.2. **Manager-in-Charge.** For the CONSULTANT, [REDACTED] shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONSULTANT. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
 - 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONSULTANT upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONSULTANT as necessary to facilitate performance of the services.
 - 5.4. **Personnel.** The CONSULTANT represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the CONSULTANT's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONSULTANT to exclude any employee from performing services on the CITY's premises.
6. **TERMINATION.**
 - 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving

the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONSULTANT shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONSULTANT to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONSULTANT shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.
7. **INDEMNIFICATION.** CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
8. **INSURANCE REQUIREMENTS.**
- 8.1. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
- 8.1.1. **Workers' Compensation Coverage.** The CONSULTANT 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 CONSULTANT 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 CONSULTANT for City.

This provision shall not apply if the CONSULTANT has no employees performing work under this Agreement. If the CONSULTANT has no employees for the purposes of this Agreement, the CONSULTANT shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

- 8.1.2. **General Liability Coverage.** The CONSULTANT 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. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 8.1.3. **Automobile Liability Coverage.** The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT 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 CONSULTANT or CONSULTANT's employees will use personal autos in any way on this project, CONSULTANT shall obtain evidence of personal auto liability coverage for each such person.
- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.

- 8.2.1. “The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations.”
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the CITY.
- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days’ written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days’ written notice shall be provided.
- 8.2.8. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner 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. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner'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 Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach."
- 8.4. **Certificates of Insurance.** The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONSULTANT shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONSULTANT. Assignments of any or all rights, duties, or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of the CITY. The CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONSULTANT shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONSULTANT shall use the standard of care in its profession to comply

with all applicable federal, state, and local laws, codes, ordinances, and regulations.

- 10.1. **Taxes.** The CONSULTANT agrees to pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONSULTANT and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONSULTANT, then the CONSULTANT agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONSULTANT shall fully comply with the workers' compensation law regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT further agrees to indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. **Licenses.** The CONSULTANT represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONSULTANT to practice its profession. The CONSULTANT represents and warrants to the CITY that the CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONSULTANT to practice its profession. The CONSULTANT shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. **CONFLICT OF INTEREST.** The CONSULTANT 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 CONSULTANT shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONSULTANT represents and agrees that it does not and will not discriminate

against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. **RESTRICTIONS: Arab League Boycott of Israel.** The CONSULTANT hereby affirms it does not honor the Arab League Boycott of Israel.
14. **RECORDS AND AUDITS.** The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONSULTANT for a period of three years after the expiration of this Agreement.
15. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONSULTANT, except the CONSULTANT's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONSULTANT, but any re-use of such documents by the CITY on any other project without prior written consent of the CONSULTANT shall be at the sole risk of the CITY. The CONSULTANT shall at its sole expense provide all such documents to the CITY upon request.
16. **INDEPENDENT CONSULTANT.** The CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONSULTANT. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees or agents, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

17. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069-6216

Attention: _____

CONSULTANT:

Attention: _____

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
19. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
20. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
21. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

22. **AUTHORITY TO ENTER AGREEMENT.** The CONSULTANT 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 [redacted]
day of [redacted], 20[redacted].

CONSULTANT: Company Name

Name of Authorized Signer, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Exhibit A

Scope of Services:

Special Payment Terms:

Hourly rate: \$xx.xx

Exhibit B

**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.

CONSULTANT Signature _____

Printed Name of CONSULTANT _____

Date _____

23. right, and authority to make this Agreement and to bind each respective party.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

IN WITNESS WHEREOF, the parties have executed this Agreement the _____ day of _____, 20____.

CONSULTANT: Company Name

Name of Authorized Signer, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit A

Scope of Services:

Time of Performance:

Special Payment Terms:

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
Exhibit B

**Certificate of Exemption from
Workers' Compensation Insurance**

<i>TO:</i>	City of West Hollywood
<i>SUBJECT:</i>	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.

Consultant Signature _____

Printed Name of Consultant _____

Date _____

APPENDIX "B"

PROPOSAL LETTER

**REQUEST FOR PROPOSALS
TECHNICAL SERVICES**

CITY OF WEST HOLLYWOOD
8300 Santa Monica Blvd.
West Hollywood, CA 90069

SUBJECT: REQUEST FOR PROPOSAL – CONTRACT FOR
TECHNICAL SERVICES

In response to the above referenced Request for Proposals (RFP) and in accordance with the accompanying Instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, _____ will provide to the City all required Certificates of Insurance. The proposal submitted in response to subject RFP shall be in effect for 90 days after the proposal due date.

Further, the undersigned agrees to execute the City prepared Contract and provide all required Certificates of Insurance within ten calendar days after receipt of Notice of Award. The Proposer represents that the following person(s) are authorized to negotiate on its behalf with the City in connection with this RFP and will provide appropriate evidence of authorization upon request:

Printed Name	Title	Phone
--------------	-------	-------

Printed Name	Title	Phone
--------------	-------	-------

Printed Name	Title	Phone
--------------	-------	-------

In addition to the formal certifications provided, the Proposer certifies that it has:

- A. Examined and is fully familiar with all of the provisions of the RFP Documents and any amendment thereto;
- B. Satisfied itself as to the requirements of the Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Proposal;
- D. Examined the experience, skill and certification (if any) requirements specified in the Statement of Work and that the entities (Contractor, Sub consultant) performing the work fulfill the specified requirements; and,

F. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.

G. Unless otherwise noted within this letter, the proposal has been submitted without exception and all City Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and the City may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of the City to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.

Exceptions (if any/use additional pages if necessary): _____

The undersigned hereby agrees that the City will not be responsible for any errors and/or omissions in the Proposal.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the RFP Documents:

Amendment/Addendum No(s):

<u>No.</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____

The Proposer further certifies that:

- A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
- B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

Proposer's Name: _____

Business Address: _____

Consultant's License No. and Classification Type: _____

License Expiration Date: _____

Phone(s): _____

e-mail address: _____

Signature of Authorized Official: _____

Type or Print Name: _____

Title: _____

Date: _____

NOTARY

Subscribed and sworn before me
this _____ day of _____, 2014.

(SEAL)

Notary Public in and for
the State of California

My Commission Expires: _____

APPENDIX "C"

CONSULTANT'S INFORMATION FORM

REQUEST FOR PROPOSALS

TECHNICAL SERVICES

Name of Company: _____

Address: _____

Legal Status (i.e., Sole Proprietorship, Partnership, Corporation):

Federal Tax I.D. Number:

Consultant Authorized Signature for Agreement:

Print Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

Consultant Point of Contact:

Print Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

How many years has your organization been in the business of providing Architectural/Design Services?

How many years has your organization been in business under its present name?

Under what other or former names has your organization operated?

If your organization is individually owned, answer the following:

- Date of organization: _____
- Name of owner: _____
- Address of owner: _____

If your organization is a partnership, answer the following:

- Date of organization: _____
- Type of partnership (if applicable): _____
- Name(s) of general partner(s) _____

If your organization is a corporation, answer the following:

- Date of incorporation: _____
- State of incorporation: _____
- President's name: _____
- Vice-President's name(s): _____
- Secretary's name: _____
- Treasurer's name: _____

If the form of your organization is other than those listed above, describe it and name the principals.

PROJECT REFERENCE FORM

Provide experience and past performance information in the format provided below which demonstrates five (5) or more years of comparable professional experience. The City will contact references to verify information provided and inquire of past performance data.

Add additional pages, if necessary.

PROJECT NAME AND LOCATION: _____

DESCRIPTION OF WORK: _____

Reference Name

Street Address

City, State

Zip Code

Phone Number

Contact Person Name(if different)

TOTAL VALUE OF CONTRACT: \$ _____

DATE CONTRACT BEGAN: _____

DATE CONTRACT ENDED: _____

Reason: _____

PROJECT REFERENCE FORM

Provide experience and past performance information in the format provided below which demonstrates five (5) or more years of comparable professional experience. The City will contact references to verify information provided and inquire of past performance data.

Add additional pages, if necessary.

PROJECT NAME AND LOCATION: _____

DESCRIPTION OF WORK: _____

Reference Name

Street Address

City, State

Zip Code

Phone Number

Contact Person Name(if different)

TOTAL VALUE OF CONTRACT: \$ _____

DATE CONTRACT BEGAN: _____

DATE CONTRACT ENDED: _____

Reason: _____

PROJECT REFERENCE FORM

Provide experience and past performance information in the format provided below which demonstrates five (5) or more years of comparable professional experience. The City will contact references to verify information provided and inquire of past performance data.

Add additional pages, if necessary.

PROJECT NAME AND LOCATION: _____

DESCRIPTION OF WORK: _____

Reference Name

Street Address

City, State

Zip Code

Phone Number

Contact Person Name(if different)

TOTAL VALUE OF CONTRACT: \$ _____

DATE CONTRACT BEGAN: _____

DATE CONTRACT ENDED: _____

Reason: _____

PROJECT REFERENCE FORM

Provide experience and past performance information in the format provided below which demonstrates five (5) or more years of comparable professional experience. The City will contact references to verify information provided and inquire of past performance data.

Add additional pages, if necessary.

PROJECT NAME AND LOCATION: _____

DESCRIPTION OF WORK: _____

Reference Name

Street Address

City, State

Zip Code

Phone Number

Contact Person Name(if different)

TOTAL VALUE OF CONTRACT: \$ _____

DATE CONTRACT BEGAN: _____

DATE CONTRACT ENDED: _____

Reason: _____

PROJECT REFERENCE FORM

Provide experience and past performance information in the format provided below which demonstrates five (5) or more years of comparable professional experience. The City will contact references to verify information provided and inquire of past performance data.

Add additional pages, if necessary.

PROJECT NAME AND LOCATION: _____

DESCRIPTION OF WORK: _____

Reference Name

Street Address

City, State

Zip Code

Phone Number

Contact Person Name(if different)

TOTAL VALUE OF CONTRACT: \$ _____

DATE CONTRACT BEGAN: _____

DATE CONTRACT ENDED: _____

Reason: _____

APPENDIX D

PROPOSAL PRICING FORM

REQUEST FOR PROPOSALS

TECHNICAL SERVICES

**APPENDIX “D”
PROPOSAL PRICING**

Provide pricing for the scope of work items listed below as it pertains to the Scope of Work in Section 9. Provide deliverables for each line item listed as applicable. The Consultants Proposal Pricing Form shall include all costs needed to complete the entire scope of work included in these documents. Consultant may alter the format provided, however, all items listed below with deliverables must be included.

City Costs	Frequency	Cost
Start-up cost to develop service requirements	One time	
Annual Services: (List Modules to cover the services that City requested above and price individually unless all is included in one price and it is a base price for service)	Price for Three (3) years (show breakdown by year)	
Reports if not included above and or custom reports are available at additional cost and described above	As Appropriate	
Archiving cost if not included above and or custom storage and access are available at additional cost and described above	As Appropriate	
Training and implementation costs, including data conversion and interface development, and travel & expenses - please show breakdown	As Appropriate	
ANY OTHER COSTS for the services presented in this proposal must be delineated here and priced accordingly (including taxes or fees of any sort)	One Time	
Total Costs		

Verification and Execution

These Proposal, Proposal Forms and documents shall be executed only by a duly authorized official of the Proposing Consultant:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Executed on this _____ day of _____, 20____.

By: _____
Name of Proposer (Print)

Proposer Signature

Title

Subscribed and sworn before me
this _____ day of _____, 2014.
(SEAL)

Notary Public in and for
the State of California

My Commission Expires: _____

APPENDIX "E"

NON-COLLUSION DECLARATION

REQUEST FOR PROPOSALS

“NON-COLLUSION DECLARATION”

[TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID]

The undersigned declares:

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

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

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

(Date) (City) (State)

Signed

Subscribed and sworn before me
this _____ day of _____, 2014.

(SEAL)

Notary Public in and for
the State of California

My Commission Expires: _____

APPENDIX "F"

LABOR COMPLIANCE CERTIFICATION

REQUEST FOR PROPOSALS

Ebidding PROCUREMENT

LABOR COMPLIANCE CERTIFICATION
WORKER'S COMPENSATION

LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

CONTRACTOR: _____

Name of Contractor: _____

By: _____

Signature: _____

Name: _____

Title: _____

Date: _____