

# REQUEST FOR PROPOSALS



**SUBJECT:** COMPREHENSIVE FEE STUDY

**ISSUE DATE:** APRIL 9, 2015

**DUE DATE:** APRIL 30, 2015

**SUBMIT TO:** CITY OF WEST HOLLYWOOD BID PORTAL  
[HTTP://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=22761](http://www.planetbids.com/portal/portal.cfm?companyid=22761)

# TABLE OF CONTENTS

## 1. Introductory Material

1.1 Statement of Purpose .....	3
1.2 General Information about the City .....	3
1.3 City of West Hollywood Mission Statement and Core Values .....	4
1.4 Scope of Services .....	4

## 2. Proposal Instructions

2.1 Access to RFP .....	5
2.2 RFP Coordination, Communication and Questions.....	5
2.3 Schedule of Events .....	6
2.4 RFP Amendments.....	6
2.5 Procedure for Submitting Proposals .....	6
2.6 Format and Contents .....	7
2.7 Proposal Evaluation and Selection .....	9
2.8 Firms Interviews and Presentations .....	9
2.9 General Requirements.....	9

## 3. Appendices

Appendix A - Certification of Proposal to the City .....	13
Appendix B - Summary Sheet.....	14
Appendix C - Sample Contract and Insurance Provisions .....	15

## **1. Introductory Material**

### **1.1 Statement of Purpose**

The City of West Hollywood (“City”) is soliciting proposals from qualified proposers to undertake a comprehensive citywide review of all City fees and charges. The scope of work will include conducting a comprehensive review of the City’s existing fees, providing justifications for all of the City’s fees, completing nexus analyses for development exaction fees, conducting a comparative analysis of fees to those of surrounding cities, helping the city develop a model for adjusting fees annually, and providing a comprehensive report with conclusions and recommendations.

### **1.2 General Information about the City**

The City of West Hollywood is located in an urban and vibrant part of Los Angeles County, with Beverly Hills to the west, Hollywood to the east, the Hollywood Hills to the north, and the Fairfax District to the south. The City includes national destinations and landmarks such as the Sunset Strip, the Avenues of Arts and Design, the Pacific Design Center, and a gay and lesbian nightlife area. The City is 1.9 square miles in size and home to approximately 35,000 residents. Annually, over 1.2 million visitors come to the City and many stay in one of the City’s eighteen hotels, which are some of the most popular in the region.

The City of West Hollywood is a General Law City with a Council/Manager form of government. The City is also a contract city, which contracts out many of its public services. The City charges various fees to mitigate the financial impact of certain activities, services performed, and the use of public property and facilities. Each year these fees are adopted by the City Council as a “Fee Resolution”; typically in the month of May, a full listing of all the City’s fees can be found at the following link:

[http://weho.granicus.com/MetaViewer.php?view\\_id=22&clip\\_id=2326&meta\\_id=78569](http://weho.granicus.com/MetaViewer.php?view_id=22&clip_id=2326&meta_id=78569)

Every two years the City adopts a two year operating budget and five year capital work plan. The City’s General Fund Budget for the current fiscal year is approximately \$80 million.

For more information on the City’s Mission Statement, Core Values, or our Primary Strategic Goals or Ongoing Strategic Programs, the City’s Vision2020 Strategic Plan can be accessed electronically by clicking West Hollywood Strategic Plan on City Services and Information pages of [www.weho.org](http://www.weho.org).

### **1.3 City of West Hollywood Mission Statement and Core Values**

As a premiere City, we are proactive in responding to the unique needs of our diverse community, creative in finding solutions to managing our urban environment, and dedicated to preserving and enhancing its well-being. We strive for quality in all our actions, setting the highest goals and standards.

### **1.4 Scope of Services**

The selected firm will be responsible for providing the following services to the City of West Hollywood:

- A. Review all existing City fees, rates and charges including:
  - a. Meet with City staff and conduct interviews as needed to gain an understanding of the City's processes and operations.
  - b. Document the current justification for the existence of each fee and its rate.
  - c. Review similar fees in comparable municipalities and document the findings.
  - d. Meet with the local business, residential, and development communities to determine the impact of fees on the local community.
- B. Analyze and document whether each City fee fully covers the cost to provide the service. Costs should include:
  - a. Appropriate general and administrative overhead allocations to City activities.
  - b. Applicable overhead rates for use in calculating the City's billable hourly rates.
- C. Provide nexus analyses for development exaction fees that detail the nexus between the specific impact fee and potential new development in the City; including, the maximum fee allowable.
- D. Report on other matters revealed during the course of your evaluation that the City should consider addressing.
- E. Present all draft findings to City's Management team for review and make presentation of final report and conclusions to City Council.

- F. Provide a completed draft report to be reviewed by City Management team prior to finalizing. The draft and final fee study report should include the following:
- a. Justifications for the existence of each of the City's fees and its applicable rate.
  - b. Recommendations regarding changes (additions or deletions) to the City's existing fees based on the research and cost analysis performed by the consultant, the consultant's knowledge and expertise of municipal fees, and discussions with the local community.
  - c. Nexus analyses for developing exaction fees.
  - d. Prepare a model or methodology that the City can utilize in the future to adjust fees annually, including:
    - i. How additional or potential services areas (or enhancements to existing ones) are identified
    - ii. Best practices for adjusting existing fees or establishing new fees.
    - iii. The model or methodology should also allow the City the ability to calculate the estimated costs of providing any new services under consideration.

## 2. Proposal Instructions

### 2.1 Access to RFP

A copy of the RFP can be downloaded from this URL:

<http://www.weho.org/city-hall/city-clerk/public-notice/rfp-rfq-bid-notice>

The RFP can also be downloaded by registering with the City's bid portal at this URL: <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

### 2.2 RFP Coordination, Communication and Questions

The City's principal contact for this proposal will be Claudia Duncan, Financial Management Analyst, (323) 848-6485, [cduncan@weho.org](mailto:cduncan@weho.org), 8300 Santa Monica Blvd., West Hollywood, CA 90069. **Communication or solicitation with other City of West Hollywood Officials or Employees regarding any aspect of this RFP is expressly prohibited and may result in disqualification.**

All questions concerning this RFP must be submitted online via the Q&A Section of the bid management software.

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

The official responses to questions or requests for interpretation submitted for this RFP will be posted in Q&A section of the bid management software. The cut-off for submission of questions shall be at 4:00 p.m. on the April 16, 2015. Any information resulting from questions that causes a material change in the solicitation will be posted on the Addenda & Emails section of the bid management system as an addendum.

**2.3 Schedule of Events:** *The timing of the proposal's review and selection process is subject to change, depending on the needs of the City, but is anticipated as follows:*

Request for Proposal Issued	April 9, 2015
RFP questions due via email	April 16, 2015
Distribution of answers to questions	April 21, 2015
Proposals due online at the City's bid portal <b>No later than 4:00 p.m.</b>	April 30, 2015
Interviews with final candidates	May 26-29, 2015
Negotiation with final candidate	June 1-4, 2015
City Council approval of contract award	June 15, 2015
Implementation Start Date	July 1, 2015

#### **2.4 RFP Amendments**

The City reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

#### **2.5 Procedure for Submitting Proposals**

Failure to comply with the requirements of this RFP may result in disqualification. Proposals received subsequent to the time and date specified above will not be considered. Proposals must include all the sections listed in the "format and contents" section. The required sections should be in the same order as presented in this RFP. To assist in the evaluation of the responses, please utilize the section titles listed below.

A. Time, Place and Format

a. Time and Deadlines

Proposals must be submitted on the City's bid portal no later than 4:00 p.m. on the date indicated in the Proposal Schedule. Proposals received after 4:00 p.m. on the date indicated in the Proposal Schedule, will be rejected. The responder is solely responsible for "on time" submission of their electronic proposal. 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 Bid Management System indicating that bid was submitted successfully.

b. Proposals Must:

- a. Must be submitted electronically on the City's bid portal (<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>)
  - b. All submissions must have a cover sheet that states "Comprehensive Fee Study RFP" and identifies the firm.
  - c. All submissions must include a signed and scanned copy of Appendix A.
  - d. All submissions must include a completely filled out copy of Appendix B.
- c. Proposals must address the requirements of the RFP in the exact order set forth in this Section. They should be as concise as possible and must not contain any promotional, advertising or display material.

## **2.6 Format and Contents**

The content and sequence of the information contained in each copy of the proposal shall be separated into sections as follows:

A. Summary Sheet

This section of the proposal must include a fully completed copy of the Summary Sheet (Appendix B) included with this RFP.

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Letter of Transmittal

- a. Limit to one or two pages.
- b. Briefly state the proposers understanding of the work to be done and commitment to perform the work.
- c. State why you believe you are the best qualified to perform the services requested.
- d. State that your firm has reviewed all of the general requirements of the RFP and can fully comply with those requirements.

D. Consultant Information

- a. Name and address of your firm and the individual/corporate officer authorized to execute this agreements;

- b. A brief description of your firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of California.
- c. The names, experience, qualifications and applicable licenses held by the individuals primarily responsible for servicing the City and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the City.
- d. A listing of local government clients with which you have similar contracts.
- e. A statement to assurance to the effect that your firm is not currently in violation of any regulatory rules and regulations that may have any impact on your firm's operations.

E. Recent Project Experience

Provide information on three recent, similar projects specifying the following information:

- i. Name, location, year of completion
- ii. Name of Project Manager and Key Staff
- iii. Brief description of the project, specifically the approach and techniques used.
- iv. Name, address, phone number of client with name of contact person.

F. Project Approach/Scope of Services

Describe in detail your proposal to fulfill the requirements of the scope of services. Describe the Firm's approach and methodology to:

- a. Conducting the Fee Study and Analysis
- b. Interacting and conducting meetings with City staff and key members of the community.
- c. Technology used to perform the tasks of the scope of services.
- d. Additionally, provide your firm's proposed timeline for completing the scope of work.

G. Pending Litigation

Include an explanation and status, if in the last five years, the firm or an officer or principal of the firm has been involved in any litigation, legal proceedings, or investigations by a regulatory authority.

H. Certification of Proposals

Return a copy of the entire completed certification properly executed as provided for in Appendix A.



## **2.7 Proposal Evaluation and Selection**

- A. Proposals shall be examined and evaluated by the City to determine whether each proposal meets the requirements of this RFP. No single criterion, including price, will dictate the City's ultimate selection. The relative importance of these factors involves judgment on the part of the City staff and will include both objective and subjective analysis. A recommendation will be made to the City Council for a contract award based on the following criteria:
- a. Demonstrated knowledge and experience with similar projects.
  - b. Qualifications, capacity and technical capabilities.
  - c. Project approach and proposed work plan.
  - d. Firm's reputation and its staff qualifications and experience
  - e. Cost of services
  - f. How well the overall response meets the City's needs
- B. A proposal that fails to address any one or more critical specification of the RFP will not be considered.
- C. A Notification of Intent to Award may be sent to any Firm selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with next best proposer (as determined by the City) or withdraw the RFP.

## **2.8 Firm Interviews and Presentations**

Firms selected as the finalists may be required to make an oral presentation of their proposal to City during the RFP evaluation period. This presentation will provide Firms the opportunity to detail their work plan, experience and approach to ensure thorough and mutual understanding.

All expenses incurred by the Firm for participating in the oral presentations, will be the responsibility of the Firm.

## **2.9 General Requirements**

### **A. Inclusion of Proposal**

The proposal submitted in response to this RFP may be incorporated as part of the final contract with the selected Firm.

#### B. Right to Reject Any or All Proposals

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

#### C. Withdrawal of Proposals

Firms may withdraw their proposals, without prejudice, prior to the date and time specified for proposal submission, by sending a written request to John Leonard, Manager of the Revenue Management Division.

#### D. Proposal Validity Period

Submission of a proposal will signify the Firm's agreement that the proposal is valid for 180 days from the Proposal Due Date specified in Section 2.3.

#### E. Expenses of Proposal Preparation

Each proposal prepared in response to this RFP shall be done at the sole cost and expense of each proposing Firm and with the express understanding that no claims against the City for reimbursement will be accepted.

#### F. Public Records and Right to Submitted Proposals

All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Firm will become the property of the City when received.

The City of West Hollywood is subject to California law regarding the disclosure of public records. Firms must clearly identify any information they regard as proprietary in the proposal. Any such information should be marked "Proprietary" or "Confidential." Information that is proprietary within the meaning of California law will be withheld from any public records requests. All other information is subject to disclosure.

#### G. Assignment

The successful proposer will not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, any other firm, or corporation without previous consent in writing from the City.

#### H. Termination of Contract

The contract will provide that the City reserves the right to terminate the contract at any time upon sixty (60) days prior written notice of the City's intent to terminate the contract. Causes for termination of the contract may include, but are not limited to any one of the following: failure to promptly and faithfully provide the services required in this RFP; violation of any law; failure to cooperate upon receiving any reasonable request for information or service; and improper actions of the firm officers or employees which, in the opinion of the City, would adversely affect the City's interest. The contract may be terminated by the firm upon a 180 day written notice.

#### I. Term of the Agreement

The initial term of the agreement will be for the duration of the project. This RFP and the Proposal submitted in response to this RFP may be incorporated as part of the final contract.

#### J. Right to Request Additional Information

During the evaluation process, the evaluation committee reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the evaluation committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

#### K. Additional Services

The general service requirements outlined above describe the minimum work to be accomplished. Upon final selection of the firm, the scope of service may be modified during negotiations with the City.

#### L. Undue Influence

The firm declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of the Agreement or any work to be conducted as a result of the Agreement. Violation of this Section shall be a material breach of the Agreement entitling the City to any and all remedies at law or in equity.

### M. Contracts and Insurance Requirements

The selected Firm must provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensations and Commercial General Liability in amounts consistent with the services provided and as determined jointly by the City and the firm. Such policies should be issued by companies admitted in the State of California.

It is recognized that the formal basis of any agreement between the Firm and the City will be a contract rather than a proposal. The City maintains various policies related to contractual service providers. Among these are anti-discrimination, a living wage, and equal benefits policy. By submitting proposals, Firms are indicating that they are prepared to comply with City ordinances and policies. As part of the contract or during contract negotiations, the City may request that the selected firm sign a statement affirming its compliance with these policies.

Appendix C includes sample contract provisions and insurance requirements.

Appendix A  
Certification of Proposal to the City

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated April 9, 2015 and to be bound by the terms and conditions of the RFP.
2. The Firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Firm and that the Firm is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposals, dated April 9, 2015.
5. This Firm has carefully read and fully understands all of the items contained in the General Requirements. The Firm agrees to all of the General Requirements except for those listed on an attachment.
6. The proposal by this proposer is an irrevocable offer and shall be valid for 180 days from **April 30, 2015**.

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Signature)

Type Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix B  
Summary Sheet

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal TIN \_\_\_\_\_ State TIN \_\_\_\_\_

Number of years in existence: \_\_\_\_\_

Management person responsible for direct contact with the City and services required for this Request for Proposal (RFP):

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Person responsible for day-to-day servicing of the project:

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Location (address) of closest office to the City of West Hollywood

Appendix C  
Sample Contract and Insurance Provisions

**“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 attorney’s 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 attorney’s 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.

**“EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor’s employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.”

**“LIVING WAGE ORDINANCE, No. 97-505.** 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.”

**“NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.”

**“RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.”

**GOVERNING LAW** This Agreement shall be governed by the laws of the State of California.

**ARBITRATION** The City does not accept clauses that include arbitration.

**LIABILITY** The City does not accept clauses that limit either party's liability to the contract amount.

## **INSURANCE PROVISIONS**

A) The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

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 subcontractors' employees. Any notice of cancellation or nonrenewal 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."

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.

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.



- 4) **Professional Liability Coverage.** The CONSUNTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT's operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.
- A) The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents
- B) 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.
- C) The insurance provided by the policies cited in Sections Workers Compensation Coverage, General Liability Coverage, and Automobile Liability Coverage above 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.
- D) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E) **Evidence of Insurance.** Upon the request of the CITY, the CONSULTANT shall provide evidence of the insurance coverage required herein. Insurance shall be in force on or before commencement of performance of this Agreement. Upon the request of the CITY, current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F) **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.

The cost of such insurance shall be borne by the Firm. Specific insurance provisions will be delineated in the contract between Firm and City.