



REQUEST FOR PROPOSALS
Temporary Staffing Services

ISSUED BY:

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

Sue Schumacher, Human Resources Manager
Human Resources Division
Department of Human Resources and Administrative Services

RESPONSES DUE:

FRIDAY, AUGUST 12, 2016 AT 5:00 P.M.



TEMPORARY STAFFING SERVICES

IN THE CITY OF WEST HOLLYWOOD

The City of West Hollywood as AGENCY, invites proposals for Temporary Staffing Services to be received only by submitting electronically at:

<http://www.weho.org/city-hall/city-departments/public-works/public-works-proposals>.

The Procurement Schedule is as Follows:

- July 18, 2016 Request for Proposal released
- July 29, 2016 Deadline for Requests for Clarification – 10:00 a.m.
- August 12, 2016 Deadline for Proposal Submission – 5:00 p.m.

The City of West Hollywood (CITY) is requesting proposal for the provision of temporary staffing services to meet the on-going business needs of the City. Copies of the proposal documents are available at no cost from the City of West Hollywood website <http://www.weho.org/city-hall/city-departments/public-works/public-works-proposals>.

Minimum Qualifications

The Agency will have public agency experience in sourcing, screening, and providing quality candidates to fill the temporary staffing needs for a diverse range of positions that include, but not limited to: Administrative Specialist I – IV, Accounting Finance/Specialist, Network Administrator, Administrative Analyst, Maintenance Technician and Code Compliance Officer.

The Agency shall be licensed and insured to provide the temporary staffing services required in the Scope of Services.

The Agency shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability. The agency must conform to the provisions of the Immigration Reform and Control Act of 1986 by verifying the employment eligibility of each person referred to the City. If applicable, the agency must also conform to the provisions of the Patient Protection and Affordable Care Act (ACA) of 2010.

Evaluation Criteria

- Qualification of Agency
- Qualification of Personnel
- Approach and Understanding of Scope of Services
- Cost and Adherence to Alternate Work Schedule

Please Refer to Other Proposal Documents: The scope of work and proposal submission process is described in more detail in the Proposal Documents. In particular, Proposers are strongly encouraged to review the Instructions to Proposers for more complete information regarding the submission of proposals.

Owner's Rights: The City of West Hollywood reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposals should it deem this necessary for the public good, and also the proposal of any Proposer who has been delinquent or unfaithful in any former contract with the City of West Hollywood and to take all proposals under advisement for a period of ninety (90) days. No proposer may withdraw its proposal for a period of ninety (90) days after the date from the opening thereof. The award of contract, if made, will be in accordance with the evaluation criteria provided in the specifications.

Point of contact for this project is Yaasmin Mauris at 323-848-6345 or via email at ymaurs@weho.org.

BY ORDER OF the City of West Hollywood.

By: _____
City Clerk

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1.0 INTRODUCTION AND BACKGROUND

1.1 Introduction

The City of West Hollywood is soliciting proposals from qualified, licensed and bonded temporary staffing agencies interested in providing temporary personnel with skills and experience in areas that may include administrative services, accounting services and maintenance services.

1.2 Background

The City of West Hollywood is like no other city in the world. Located in the heart of metropolitan Los Angeles, the City was incorporated in 1984. The City is home to approximately 35,000 residents and has a total of approximately 3,900 businesses. At just 1.9 square miles, West Hollywood is a robust economic and cultural center instilled with idealism, creativity, and innovation. Sixty-four percent (64%) of adult residents are college-educated, and 29% of households earn more than \$75,000 annually. Approximately 45% of the City's residents are LGBT; 11% identify as part of a community of Russian-speaking immigrants, and nearly 15% are seniors.

The City's main industries are hospitality (hotels, restaurants, and nightclubs), entertainment (production, post-production and related uses) and arts and design (furniture and art galleries). Its thriving retail community includes some of the regions' most well known restaurants, hotels, and shops, including House of Blues, the Comedy Store, and Mondrian and Sunset Marquis Hotels, and the Sunset Plaza shopping district.

West Hollywood's dynamic business community is a reflection of the City's artistic richness and support of idealism and creativity. The City is the center of the fashion, design, and communications industries, and home to the Pacific Design Center and the Avenues of Art and Design. A business friendly community, it has one of the lowest business tax rates in the Los Angeles region, and the lowest rate of cities on the Westside.

West Hollywood is also known for its progressive public policies and sensitivity to civil and human rights issues. Extensive support programs for seniors, residents living with HIV and/or AIDS, and local youth are administered through the City. The City spends roughly 4.5 million annually on social services programs, and spends an estimated \$4 million annually on various social-service related transportation programs.

2.0 GENERAL INFORMATION

2.1 Description of Services

The City of West Hollywood (CITY) is seeking a qualified agency to provide temporary staffing services to meet the on-going business needs of the City.

2.2 Period of Performance – Agreement Term

Term of the Agreement: The initial term of the agreement will be three years with options to renew if needed.

2.3 Compensation

An award of an Agreement by the City Council as a result of this Proposal process is not a guarantee of Compensation. The City will provide compensation based on the actual services provided in accordance approved proposals. The Contractor will be provided a copy of the City's Accounts Payable Schedule for invoice submissions and payment.

3.0 INSTRUCTIONS TO PROPOSERS

3.1 Pre-Contractual Expenses

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.

3.2 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.

3.3 Proposer Representations

By submitting a proposal, each proposer represents that it:

- 3.3.1 Has reviewed requirement and conditions covered by this Agreement and Scope of Services prior to the date of commencement of this Agreement.
- 3.3.2 Submission of a proposal is considered evidence that the Proposer has reviewed the position descriptions, requirements of the contract documents, pertinent state and federal laws, and has made due allowance in his/her proposal for all contingencies.

- 3.3.3 Has thoroughly examined and become familiar with the services described in Section 8.0 - Scope of Services.
- 3.3.4 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.
- 3.3.5 Will comply with all requirements set forth in this RFP and, if awarded, the ensuing contract.
- 3.3.6 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.
- 3.3.7 Will, if selected to provide the services, comply with all terms and conditions set forth in the Sample Contract (*Appendix "A"*) and documents associated with this procurement.

3.4 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. Agencies must acknowledge receipt of addenda in their proposal letters. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

3.5 Requests for Clarification

3.5.1 Submitting Requests

All requests for clarifications, changes, exceptions or deviations to the Scope of Services or terms and conditions to include the terms of the sample contract set forth in this RFP must be submitted via the City's electronic proposal process. Please include only one question for each number.

All such requests must be clearly stated in the question and answer section of the online electronic proposal process **Deadline for Requests for Information (RFI's)/Clarification is Friday, July 29th, at 10:00 a.m.**

3.5.2 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 through the City's electronic proposal site. Responses to written questions and addenda will be available online. Prior to final submission of

proposals all prospective proposer are required to acknowledge the addendum(s) posted online as part of the electronic proposal process. It is the sole responsibility of each proposer to access the electronic proposal site to access all needed information. Should the proposer having difficulty doing so it is their sole responsibility to notify the City in a timely manner. The City will not accept any requests for consideration of deviations, exceptions, changes or clarifications after the time and date specified above.

3.5.3 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 3.5.1. 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 Scope of Service should be submitted as part of the RFP clarification process.

3.6 Withdrawal of Proposal

The Proposer may withdraw its proposal before the electronic 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 agency and delivered to the City Clerk's Office.

3.7 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:

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

3.8 Compliance with Laws and Regulations

The selected proposer(s) are required to comply with all relevant local, state, and federal laws, codes and ordinances. If proposer outsources

any service or job to a sub contractor, it will be the prime proposer's responsibility to ensure that all sub contractors meet the requirements set forth in this RFP and the resultant contract.

3.9 Public Records Act

3.9.1 All records, documents, plans, specifications and other materials submitted by Proposer(s) in its proposal and during the course of any work awarded shall become the exclusive property of the City and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). The City's use and disclosure of its records are governed by this act.

3.9.2 The City will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the act. The City will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the City be responsible or liable to the submitter or any other party for the disclosure of any such labeled information. Agencies that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at the City's discretion, be deemed non-responsive.

3.9.3 The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the act or the definitions of "Trade Secret," "Confidential," or "Proprietary."

3.9.4 If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Proposer(s) shall indemnify, defend and hold harmless the City in such litigation.

3.10 Protest Procedures

Any protest filed by an agency in connection with this RFP must be submitted in accordance with the City's written procedures.

3.11 Prohibited Communications

No proposer, or anyone representing a proposer, is to discuss this RFP with any official or employee of the City, other than the designated City Representative named in this RFP. Neither proposers, nor anyone representing a proposer, are to discuss this RFP with any Contractor engaged by the City for assistance in preparing the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the Contractor even if the contract has already been awarded.

3.12 Use of Sub Contractors

3.12.1 The proposer awarded a contract by the City must be the prime Contractor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of sub contractors. Acceptance or rejection of a proposer's request to use sub contractors is at the sole discretion of the City. The City reserves the right to reject any proposal to function as the prime Contractor on the awarded contract. When approved, the sub contractor(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by its sub contractor(s).

3.12.2 With prior approval of the City, the prime Contractor may enter into sub-contracts and joint participation agreements with others for the performance of portions of resultant agreement. The prime contractor shall at all times be responsible for the acts and errors or omissions of its sub contractors or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and the City or any obligation on the part of the City to pay, or to be responsible for the payment of, any sums to the sub contractors.

3.12.3 The provisions of resultant agreement shall apply to all sub contractors in the same manner as to the prime contractor. In particular, the City will not pay, even indirectly, the fees and expenses of a sub contractor that does not conform to the limitations and documentation requirements of resultant agreement.

3.12.4 Upon written request from the City, the Contractor shall supply the City with sub-Contractor agreements.

4.0 INSURANCE

4.1 Insurance

The City requires Contractors to obtain appropriate insurance coverage within the prescribed minimum limits set forth in the attached Sample Contract (*Appendix "A"*). The required insurance certificates must comply with all requirements of the standards as shown in the contract and must be provided within ten (10) days of issuance of the Notice of Intent to Award and prior to the commencement of any work under the terms of the contract.

5.0 PROCUREMENT SCHEDULE

5.1 Request for Clarification(s)

Deadline for Requests for Information (RFI's)/Clarification is Friday, July 29, 2016, at 10:00 a.m. pursuant to paragraph 3.5.

5.2 Proposal Deadline Date

Proposals must be received through the City's electronic proposal process on or before **Friday, August 12, 2016 at 5:00 p.m.**

It is the sole responsibility of the submitting proposer to fully submit their proposal prior to the deadline. Please allow sufficient time to upload all of the required documents, the City holds no responsibility for documents not submitted in a timely manner.

If a proposer is experiencing difficulty submitting documents please contact the help desk for Planetbid. If the origin of the problem rests with the City please contact Yaasmin Mauris 323-848-6345 or via email at ymauris@weho.org. It is still the responsibility of the proposer to submit their proposal in a timely manner. Should you encounter difficulties when entering your proposal at the last minute, the City and Planetbid shall not be held responsible and your proposal not be accepted if not loaded and submitted prior to the deadline. Please do not email or call to submit questions that should be submitted electronically.

5.3 Interviews

The City will review each proposal and select the top candidates to attend an interview currently scheduled for the week of **August 22, 2016**. Interviews will last approximately one (1) hour and will include detailed questions regarding methodology, qualifications and relevant work experience.

5.4 Contract Award

The City will provide notification of pending awards through the electronic proposal process. Failure to so notify any proposer shall not impact, alter or invalidate the City's action.

6.0 SUBMITTAL REQUIREMENTS

6.1 Proposal Content and Format

Please utilize the boxes below () as a checklist to ensure a complete response to the RFP.

- 6.1.1 Proposals shall be typed and uploaded as an attachment under the Documents/Attachments tab online. Inclusion of unnecessary.

~~elaborate or general promotional materials is discouraged.~~
Narrative should be brief, concise and completely respond to the questions or issues raised by the published evaluation criteria.

6.1.2 Proposals must include the following sections, organized as indicated here:

SECTION I - Proposal Letter (Please Attach as Response File)

- The proposal letter included herein as Appendix “B” to this RFP must be signed by a person or persons authorized to legally bind the proposer to enter into the contract.

SECTION II - Qualifications of Agency

- This section of the proposal is a written narrative which should establish that the Contractor has the ability to satisfactorily provide the required services; the skill, knowledge and understanding of the subject matter; and, the requisite previous experience on similar assignments.

This section should include, at a minimum:

- (a) Agency Profile. A brief profile of the agency including the capability to provide the required services; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and, number of employees.
- (b) Agency Experience. Provide a statement of the agency's qualifications as they relate to the scope of services. Indicate prior experience in delivering the type, scope, and magnitude of services solicited under this RFP, specifically working with a diverse workplace.
- (d) Description of Services. Provide a description of the unique services, products, and benefits the agency will provide as part of its services.
- (e) Client Services. Explain the agency's ability to provide a dedicated point of contact resource for orders and issue resolution, etc. Provide a resume describing the individual's background, ability and experience in conducting the proposed activities.
- (f) Recruitment and Retention. Provide the methodology used to identify the background, education, skills levels, and experience

of proposed temporary personnel candidates. Also, indicate your agency's approach to retaining highly skilled personnel (i.e. paid vacation, paid holidays, benefits, etc.) Provide an explanation of how background checks are processed.

(g) Compliance Requirements. Describe how your agency complies with federal, state, and local employment laws, and regulations including, but not limited to, Equal Employment Opportunity requirements.

(h) ACA Compliance. Provide a description of how your agency complies with the Affordable Health Care Act mandate.

(i) Using Appendix "C", provide the proposed hourly billing rate for each classification specification and the percentage of mark-up. In addition, provide an explanation of the rate calculation method.

(j) List at least three (3) references from public agencies or private organizations, which demonstrate past and present performance. References shall demonstrate that the agency has been in continuous existence and has provided continuous services for the relevant requirements. Each reference shall include: company name, address, contact person, email and telephone, and dates of service.

(g) Identify sub contractor. If any, by company name, address, contact person, telephone number project function. Describe Proposer's experience working with each sub contractor.

(h) W-9. Include an executed W-9. Shall be executed within the past 6 months.

7.0 EVALUATION OF PROPOSALS

7.1 Basis of Award

7.1.1 Any proposals submitted in response to this RFP will be evaluated according to the evaluation criteria stated herein. The evaluation criteria may only be modified by written addendum to the RFP.

7.1.2 If awarded, a contract award(s) will be made to the proposer(s) earning the highest total evaluation score based upon the proposal evaluation criteria detailed under the terms of the RFP.

7.2 Evaluation Criteria

Contractor's proposal shall be evaluated based upon the following criteria:

7.2.1 Evaluation Criteria - **100** total points possible.

- **Qualifications of Agency (25 points max.)**

Experience in providing services similar and/or related to the services described in the Scope of Services; experience working with public agencies, strength and stability of the agency.

- **Qualifications of Personnel (20 points max.)**

Qualifications and previous experience of personnel; key personnel's level of involvement in performing related work cited in "Qualifications of the Agency" section; concurrence in the restrictions on changes in key personnel.

- **Approach and Understanding (25 points max.)**

Depth of Proposer's understanding of the Scope of Service; City's requirements; knowledge of the City of West Hollywood community and services we provide; a demonstrated commitment to equal opportunity in hiring; and, overall quality of proposal.

- **Cost and Adherence to Alternative Work Schedule (30 points max.)**

Reasonableness of the total price as provided in the schedule of fees and ability to adhere to the City's 9/80 alternative workweek schedule. Agency's ability to accept a 45 up to 65 day payment cycle.

8.0 SCOPE OF SERVICES

The City's primary objective for this RFP is to obtain qualified and competent temporary personnel on a timely basis. The scope of services set forth in this RFP represents an outline of the services which the City anticipates the successful agency or agencies will perform.

A. Workers to be Provided

Selected agency shall provide the City, on request by the City, with qualified temporary staffing services for the classification specifications (Appendix "D") of this RFP. The agency will carefully pre-screen all temporary personnel prior to referral to the City to assure that they possess all of the required skills and abilities to perform the assigned tasks. The temporary personnel provided shall meet the minimum qualifications, minimum education and experience required by the classification specification for the job to be performed. The agency will be informed of the specific duties or class title, length of assignment, and any

specific skills or abilities required. A copy of the relevant classification specification for temporary staffing services requested shall be sent by the City to the agency at the time of the request.

Each agency shall conduct fingerprint-based background checks and employment reference checks for selected temporary personnel within a reasonable time frame prior to start date of assignment. The agency shall adhere to federal, state and privacy protection laws when conducting background checks and provide the required waivers, authorizations, notices, disclosures and releases. If the agency uses an outside company to conduct background checks, the agency shall only use registered, licensed investigators.

Each agency shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability. The agency must conform to the provisions of the Immigration Reform and Control Act of 1986 by verifying the employment eligibility of each person referred to the City. If applicable, the agency must also conform to the provisions of the Patient Protection and Affordable Care Act (ACA) of 2010.

B. Procedure for Requesting Temporary Personnel

A designated City representative thereof, hereinafter referred to as "Appointing Authority", may contact the agency to request temporary staffing services. The Appointing Authority shall be responsible for providing the agency with all necessary job information in order for the agency to place the most qualified competent temporary personnel with the Appointing Authority.

Depending upon the category and skill level required of the temporary personnel, the City may (1) ask the agency to provide resumes and other related information from which the City will select the appropriate individual(s), possibly after interviewing one or more candidates, or (2) ask the agency to select an individual with the appropriate skills and experience and arrange for that person to report to a designated work site on a specified date. Ideally, the agency will designate a qualified employee acceptable to the City at least two (2) working days prior to the date the temporary personnel is required to report to work. Occasionally, however, the City may have an urgent need due to some unforeseen emergency. Should such emergency occur, the agency shall designate a qualified person acceptable to the City within two (2) working hours prior to the time the temporary personnel is required to report to work. Should the primary agency be unable to provide acceptable temporary personnel in a timely manner, the City may cancel its request with the agency.

C. Placement of Temporary Personnel with Appointing Authority

The agency shall make all necessary arrangements with the Appointing Authority for the agency's employees to report and commence work for the City as temporary personnel. Should the Appointing Authority find that within the first four (4) hours of employment, the assigned temporary personnel fails to

meet the minimum qualifications for the position or the work performance of the temporary personnel is unsatisfactory, the agency shall not charge the City for that person's time. Upon notification, the agency shall then remove the temporary personnel from the City work site and, if requested by the City, provide a qualified replacement worker within 24 hours of removal.

Temporary personnel provided by the agency are not employees of the City. The agency shall approve and provide any sick leaves, leaves of absence or time-off and immediately notify the Appointing Authority of temporary personnel schedule changes. The agency shall address performance problems, including discipline and termination of temporary personnel.

D. Time Sheets and Invoices

Selected agency shall be responsible for communicating the agency's safety practices, benefits, timecards, and safety practices to the City and to its employees. The agency shall provide weekly time sheets which may include a 9/80 work week to the Appointing Authority that shall be designed to accurately reflect actual hours worked per week by each temporary personnel. The agency shall submit itemized invoices for payment directly to the Appointing Authority. The invoice shall indicate the full name of the temporary personnel, the hourly rate of pay received by the temporary personnel for each assignment (as indicated in the agency's original proposal), the agreed-upon hourly rate paid to the agency, including markup percentage (as indicated in the agency's original proposal), and the subsequent total bill hourly rate for each assignment. The agency shall be responsible for all payroll withholding requirements and shall provide any and all benefits required by law to each temporary personnel. Temporary personnel shall remain the employee of the agency and shall not receive City benefits.

The agency shall provide the Appointing Authority with ACA measurement period tracking reports, designations assigned to temporary personnel, and provide verification of offers of qualifying affordable health coverage to eligible temporary personnel.

The agency shall provide the Appointing Authority with detailed temporary personnel reports that include data such as: name of employee, classification specification title, start and end dates (or anticipated end date), etc., and ad hoc reports, as requested.

E. Transition to New Temporary Staffing Agencies

The City intends to retain temporary personnel currently in place under existing temporary staffing agency contracts, until their assignments are completed. If any existing agency is not awarded a new contract, such personnel will have the option to transfer to any new employment agencies contracted by the City.

F. Alternative Work Schedule

The agency shall have the ability to adhere to the City's 9/80 alternative workweek schedule which includes overtime hours in accordance with a defined workweek of 40 hours (Labor Code 511. (a)) and ends at noon on Friday.

G. Conversion Fee

The City will not pay a conversion fee for temporary personnel.

H. Direct Hire Services

The City will not contract temporary agencies to provide Direct Hire services.

- I. Agency shall fully comply with the workers' compensation law, and maintain insurance in force at all times during the terms of this agreement.
- J. Agency shall abide by the provision of the West Hollywood Equal Benefits Ordinance.
- K. Agency shall abide by the provisions of the West Hollywood Living Wage Ordinance. (See Appendix "A" for Sample Agreement)
- L. Agency must affirm it does not honor the Arab League Boycott of Israel. (See Appendix "A" for Sample Agreement)

Section 9.0. STATEMENT OF UNIVERSAL ACCESS

The City of West Hollywood has a long history of commitment to providing accessible programs and services to all citizens. To the fullest extent possible, any program and physical components of the proposed program submitted in connection with this Request for Proposals must be readily accessible to, and usable by persons with disabilities. More over, universal access must be aesthetically pleasing and functional for people with mobility, visual, hearing and other impairments as well as for those who have no significant disability.

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

This Agreement is made on this _____ day of _____, 20_____, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and **Consultant's Name/Address** (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 _____, 20____ 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 \$_____ 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, _____ 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, _____ 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 consultant.

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 negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT to the degree determined by agreement of the parties or in a final and non-appealable judgment to be proportionate to its liability. 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) with respect to claims determined by a trier of fact to have been CONSULTANT's allocated share of liability. 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.** Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.
 - 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.** Using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.
- 8.1.3. **Automobile Liability Coverage.** The CONSULTANT shall maintain Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$300,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
- 8.1.4. **Professional Liability Coverage.** The CONSULTANT shall maintain Professional Liability or Errors and Omissions Insurance as appropriate and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.
- 8.1.5. **Excess or Umbrella Liability Insurance (Over Primary)** if used to meet limit requirements, shall provide coverage at least

as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

- 8.2. **Endorsements.** Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII. Consultant and City agree to the following with respect to insurance provided by Consultant:
- 8.2.1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
 - 8.2.2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
 - 8.2.3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

- 8.2.4. 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.
- 8.2.5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- 8.2.6. 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.
- 8.2.7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant’s general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
- 8.2.8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
- 8.2.9. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

- 8.2.10. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
- 8.2.11. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
- 8.2.12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- 8.2.13. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- 8.2.14. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
- 8.2.15. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications

applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

- 8.2.16. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- 8.2.17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 8.2.18. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
- 8.2.19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- 8.2.20. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
- 8.2.21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

8.2.22. 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.

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. **LIVING WAGE ORDINANCE.** The CONSULTANT shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONSULTANT shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONSULTANT shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONSULTANT 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 consultant'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.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONSULTANT hereby affirms it does not honor the Arab League Boycott of Israel.
16. **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.
17. **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.
18. **PROMOTION.** The CONSULTANT shall have the right to include representations of the design of the project, including photographs of the exterior and interior, among the CONSULTANT's promotional and professional materials after authorization in writing by the CITY. The CONSULTANT's materials shall not include the CITY's confidential or proprietary information if the CITY has previously advised the CONSULTANT in writing of the specific information considered by the CITY to be confidential or proprietary. The CITY shall provide professional credit for the CONSULTANT on the construction sign and in the promotional materials for the project.
19. **INDEPENDENT CONTRACTOR.** The CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the 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.

20. **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: _____

21. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
22. **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.
23. **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.
24. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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.

25. **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.

**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

Exhibit A

Scope of Services:

Time of Performance:

Special Payment Terms:

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 _____

APPENDIX B (SUBMIT ONLINE)

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

**SUBJECT: REQUEST FOR PROPOSAL – CONTRACT FOR
TEMPORARY STAFFING 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
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Printed Name	Title	Phone
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Printed Name	Title	Phone
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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 Scope of Service and that the entities (Contractor, Sub Contractor) providing the services 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, agencies, 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: _____

State of California Business Entity Number: _____

Federal Employee Identification Number (EIN): _____

Phone(s): _____

e-mail address: _____

Signature of Authorized Official: _____

Type or Print Name: _____

Title: _____

Date: _____

NOTARY

Subscribed and sworn before me
this _____ day of _____, 2016.

(SEAL)

Notary Public in and for
the State of California

Appendix C (SUBMIT ONLINE)
CLASSIFICATION SPECIFICATIONS

Position	Hourly Pay Rate <small>(effective 7/1/16-6/30/2017)</small>	Markup %	Hourly Billing Rate
Administrative Specialist I	25.16		
Administrative Specialist II	25.62		
Administrative Specialist III	29.71		
Administrative Specialist IV	33.65		
Professional Support Specialist	33.65		
Accounting Technician	29.71		
Accounting Finance/Specialist	33.65		
Accounting Coordinator	40.47		
Accountant	41.23		
Network Administrator	39.06		
Administrative Analyst	44.87		
Maintenance Technician	25.62		
Senior Maintenance Technician	29.71		
Permit Services Specialist	29.71		
Code Compliance Officer	35.14		

APPENDIX D

POSITION DESCRIPTIONS

Administrative Specialist I

The position performs work of routine difficulty, including: greeting visitors; answering the phone and routing calls; processing mail; distributing and/or processing forms, applications, etc., and assisting visitors in completion of same; issuing permits/licenses; and performing other administrative support tasks.

Knowledge of record keeping, report preparation, filing methods and records management techniques; basic accounting practices and processes; business license processing policies and procedures; principles, practices, and techniques of effective customer service and collaborative problem solving; mail processing policies and procedures; general office procedures, policies and practices; City government organization and operations; and administrative principles and practices, including goal setting and implementation.

Administrative Specialist II

The position performs administrative and clerical functions of routine difficulty in support of office/department staff, including: heavy data entry; setting up files and maintaining same; processing mail; composing and sending letters to customers/clients; typing contracts, reports, purchase orders, etc.; providing customer service; distributing and/or processing forms, applications, etc., and assisting visitors in completion of same; and photocopying. May perform or serve as backup for the receptionist functions.

Knowledge of external governmental bodies and agencies related to area of assignment, methods and techniques of research, statistical analysis and report presentation; basic budget development processes and procedures; principles, practices, and techniques of effective customer service and collaborative problem solving; general office procedures, policies and practices; and administrative principles and practices, including goal setting and implementation.

Administrative Specialist III

The position performs a variety of complex administrative functions in support of an executive level position or department director. Examples of duties include: composing correspondence; developing various, complex reports by researching and gathering information/statistics; researching and processing purchase orders; coordinating and attending meetings and taking minutes; maintaining personnel files and processing related paperwork; tracking budget expenditures and assisting in the preparation of the budget; processing various financial documents; ordering supplies; and preparing payroll/entering information.

Knowledge of external governmental bodies and agencies related to area of assignment; human resources policies; office administrative and secretarial practices and procedures; complex accounting and budgeting principles and practices; record

keeping, report preparation, filing methods and records management techniques; administrative principles and practices, including goal setting and implementation; and principles, practices, and techniques of effective customer service and collaborative problem solving; project management techniques, including contract management.

Administrative Specialist IV

The position serves as lead staff member and performs a variety of complex administrative functions in support of an executive level position or department director, including: managing the administrative and clerical aspects of various programs; assigning cases to staff and coordinating schedules; composing correspondence; developing various, complex reports by researching and gathering information/statistics; coordinating and attending meetings and taking minutes; maintaining personnel files and processing related paperwork; tracking budget expenditures and assisting in the preparation of the budget; processing various financial documents; issuing permits; ordering supplies; and preparing payroll/entering information.

Knowledge of external governmental bodies and agencies related to area of assignment; human resources policies; office administrative and secretarial practices and procedures, such as business letter; complex technical and financial accounting and budgeting principles and practices; legal terminology, processes and procedures; record keeping, report preparation, filing methods and records management techniques; administrative principles and practices, including goal setting and implementation; principles, practices, and techniques of effective customer service and collaborative problem solving; and methods and techniques of research, statistical analysis and report presentation.

Professional Support Services Specialist

The position serves as back-up for organization-wide temporary assignments under the direction of the Human Resources Manager and the coordination of a lead staff member, manager or an executive-level position. The position performs a variety of administrative functions in support of special projects and assignments. These assignments may be short-term in nature and/or for specific projects throughout all divisions and departments of the City. The job duties and responsibilities are varied, administrative, and may be technical in nature. Duties include: supporting the administrative and clerical aspects of various programs; composing correspondence; developing various, complex reports by researching and gathering information/statistics; interacting with constituents and answering their concerns; coordinating events and programs; coordinating and attending meetings and taking minutes; processing various financial documents and issuing permits.

Knowledge of office administrative and secretarial practices and procedures, such as business letter writing and the operation of standard office equipment, including a computer; basic technical and financial accounting and budgeting principles and practices; record keeping, report preparation, filing methods and records management techniques; and external governmental bodies and agencies related to area of assignment.

Accounting Technician

The position performs administrative and technical processes related to financial processes (accounts payable, accounts receivable, payroll and purchasing), including: receiving and processing transactions; entering transactions into the computer system; balancing transactions; preparing deposits; coding transactions; gathering, tabulating and proofreading statistical and financial data; developing and distributing reports; and performs other related work as required.

Knowledge of basic accounting techniques, policies and processes; record keeping, report preparation, filing methods and records management techniques; general office procedures, policies and practices, as well as basic knowledge of computer and other general office equipment; applicable state, federal and local ordinances, laws, rules, and regulations and legislative issues; and standard business arithmetic, including percentages and decimals.

Accounting Finance/Specialist

The position performs complex technical and administrative functions related to financial processes, including: receiving, verifying and processing invoices, purchase orders/purchasing functions, etc.; processing payroll; entering information into computer system; processing and issuing checks; receiving and processing payments; processing property and vehicle insurance; developing and distributing various reports; preparing journal entries; and updating and maintaining all accounting/financial information, schedules, lists, data, and files related to any of these functions.

Knowledge of principles and practices of governmental accounts maintenance and operations, including accounts payable, accounts receivable, and auditing procedures and laws; basic principles and practices of accounting; record keeping, report preparation, filing methods and records management techniques; general office procedures, policies and practices, as well as knowledge of computer and other general office equipment; applicable state, federal and local ordinances, laws, rules, and regulations and legislative issues; and standard business arithmetic, including percentages and decimals.

Accounting Coordinator

The position performs complex administrative and technical duties related to financial processes, including: planning, organizing and administering the City's business tax program, invoicing for receivables, coordinating with City's collection agency, and revenue maximization and recording.

Knowledge of accounting theory, principles, policies and processes as related to municipal accounting standards and operations, budget preparation and forecasting, auditing methods and data processing/spreadsheet software; record keeping, report preparation, filing methods and records management techniques; general office procedures, policies and practices, as well as basic knowledge of computer and other general office equipment; applicable state, federal and local ordinances, laws, rules and

regulations and legislative issues; and standard business arithmetic, including percentages and decimals.

Accountant

The position serves as lead staff member and performs professional-level accounting work, including: preparing, maintaining and analyzing financial records and reports; conducting financial analysis through the extrapolation of data from computerized accounting system; designing, creating and distributing complex financial spreadsheets; maintaining and monitoring investment activity; determining and implementing bank transfers; and developing related fiscal reports and recommendations.

Knowledge of applicable state, federal and local ordinances, codes, laws, rules and regulations and legislative issues; accounting theory, principles, policies and processes as related to municipal accounting standards and operations, budget preparation and forecasting, auditing methods and data processing/spreadsheet software; City government organization and operations; external governmental bodies and agencies related to area of assignment; and standard business arithmetic, including percentages and decimals.

Network Administrator

The position performs a variety of complex technical functions related to network administration, including: coordinating migration and installation projects; researching products and operation systems; checking the status of critical services; providing local area network and email support to users; troubleshooting and resolving system problems; creating technical documentation; and providing assistance through a help desk.

Knowledge of applicable state, federal and local ordinances, codes, laws, rules and regulations and legislative issues; computer systems technology, protocols, administration utilities and operating systems; network interface and configuration techniques; email systems; integration and use of office automation applications and diagnostic utilities; and record keeping, report preparation, filing methods and records management techniques.

Administrative Analyst

The position performs a variety of complex professional functions for various administrative operations including; coordinate and collaborate with management for special projects, provide research, budget analysis, and other specialized functions; coordinates contract and grant administration duties; prepares reports to improve the efficiency and effectiveness of operations; administers and coordinates assigned projects or programs with other City departments and constituents.

Knowledge of applicable state, federal and local ordinances, codes, laws, rules and regulations and legislative issues; principles and practices of public administration, including knowledge of government organizations and operations; principles, practices, and techniques of effective customer service and collaborative problem solving; methods and techniques of research, statistical analysis, report preparation and

presentation; budgeting principles, policies and processes as related to governmental standards and operations; and project management techniques.

Maintenance Technician

The position assists with and/or performs duties related to the maintenance and/or repair of buildings, facilities, parks, landscape areas, streets, streetscape and public rights-of-way, including: operating and maintaining machinery, equipment, tools, etc.; troubleshooting problems, performing various maintenance tasks, and making repairs; maintaining supplies and/or preparing and making purchases; and performing inspections and conducting inventories. Incumbents may work in one or more areas of specialization, including building maintenance, landscape maintenance, and/or street maintenance.

Knowledge of various building, landscape, facilities, and/or construction trades (such as HVAC, plumbing, carpentry, electrical installation, maintenance and construction, landscape maintenance, and irrigation systems); requires knowledge of methods, terminology, tools and equipment used in concrete and asphalt street maintenance, repair and construction; safe working practices; and current principles and practices of basic maintenance, repair, and improvements to buildings, facilities, landscape areas, and streets.

Senior Maintenance Technician

The position performs and oversees skilled craft and maintenance functions related to the maintenance and/or repair of buildings, facilities, parks, landscape areas, streets, streetscape and street/public rights-of-way, including: implementing and assisting in the development of preventative and programmed maintenance functions; operating and maintaining machinery, equipment, tools, etc.; identifying and troubleshooting problems, performing various maintenance tasks, and making repairs;; overseeing the functions of contractors; providing customer service by investigating complaints; maintaining supplies; soliciting cost estimates and making purchases; performing inspections; conducting inventories; and developing and maintaining related reports and correspondence. Incumbents may work in one or more areas of specialization, including building maintenance, landscape maintenance, and/or street maintenance.

Knowledge of various building, landscape, facilities, and/or construction trades (such as HVAC, plumbing, carpentry, electrical installation, maintenance and construction, landscape maintenance, and irrigation systems); requires knowledge of methods, terminology, tools and equipment used in concrete and asphalt street maintenance, repair and construction; safe working practices; and current principles and practices of maintenance, repair, and improvements to buildings, facilities, landscape areas, and streets.

Permit Services Specialist

The position performs a variety of complex technical and clerical functions related to permit services, including: issuing permits for parking and encroachment; receiving and balancing revenues; investigating parking citations and providing information to the general public regarding same; collecting and processing parking fines; preparing

projections for permit revenues; and assisting staff in conducting research by gathering information and completing reports.

Knowledge of applicable state, federal and local ordinances, laws, rules and regulations; external governmental bodies and agencies related to area of assignment; principles, practices, and techniques of effective customer service and collaborative problem solving; basic accounting techniques and processes; office administrative practices and procedures, such as business letter writing; complex accounting and budgeting principles and practices; and record keeping, report preparation, filing methods and records management techniques.

Code Compliance Officer

This position performs complex technical functions related to code compliance and regulatory business license enforcement, including: receiving code violation complaints and conducting investigations; notifying property/business owners of violations and explaining required corrections; preparing and maintaining case documentation for prosecution of violators; providing testimony in court; and issuing and renewing regulatory business licenses.

Knowledge of applicable state, federal and local ordinances, codes, laws, rules and regulations and legislative issues; principles, practices and techniques of governmental code enforcement and compliance; general principles and practices of business license regulations; government and legislative due process; basic law enforcement requirements, policies and procedures; principles and practices of effective customer service; internal departmental policies and procedures; city government organization and operations; building construction and basic structural principles; external governmental bodies and agencies related to area of assignment; and negotiating with various parties to reach consensus.

APPENDIX E

Guiding Values for City Staff

The City of West Hollywood must always be guided by the principle that every individual has dignity and worth, that every part of the community deserves the best service we can provide, and that we are here, specifically, to provide service and support to our constituents. In all that we do, we must show respect – for both the constituency we serve and for the men and women who constitute City staff, recognizing and encouraging their individual needs, aspirations, and capabilities. It is on the foundation of these core principles that our operating values are defined.

OPERATING VALUES

Provide supportive professional service to the community and our colleagues by promoting human rights, mutual respect, courtesy, and individual expression.

Consider each citizen and fellow employee with whom we come in contact as a customer deserving and entitled to the best service we are capable of providing.

ACCOUNTABILITY

Shoulder personal responsibility among City staff, the City Council, the community, businesses, and other agencies.

When referring people to other staff members, make the time to follow up on the results of the referral.

Do all we can to provide as satisfactory an outcome as possible in each given situation.

EFFECTIVE COMMUNICATION

Strive to respond promptly, courteously, and respectfully to citizen inquiries, suggestions and complaints.

Employ the same courtesies in dealing with our colleagues.

Make an effort to maintain our spontaneity and human qualities in the face of repetition and frustration.

CREATIVITY AND INNOVATION

Find new and better ways of doing things.

Be willing to explore avenues other than the obvious to provide service and solve problems.

RESPECT FOR THE PLANET

Make it our personal responsibility to protect and improve our natural and urban environments in all ways possible.

APPENDIX F

CERTIFICATIONS

Please ensure that this Certification is initialed and included as part of your proposal. Any proposal received without this certification will not be considered.

1. By submission of this proposal, the applicant agrees to abide by the provisions of the West Hollywood Living Wage Ordinance. The applicant also agrees that, during the term of the contract, the applicant shall keep on file with the City, sufficient evidence of its employee compensation to enable verification of compliance with the City of West Hollywood Living Wage Ordinance.

Initial: _____

2. By submission of this proposal, the applicant represents neither it, nor any subsidiary substantially owned by it, honors the Arab League Boycott of Israel.

Initial: _____

APPENDIX G – SUBMIT ONLINE
“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 _____, 2016.

(SEAL)

Notary Public in and for
the State of California

My Commission Expires: _____