

# REQUEST FOR PROPOSALS

## MARKETING SERVICES FOR THE PICKUP ENTERTAINMENT TROLLEY SERVICE



DEPARTMENT OF HUMAN SERVICES AND RENT  
STABILIZATION  
CITY OF WEST HOLLYWOOD

DEADLINE TO SUBMIT PROPOSALS  
FRIDAY, MAY 5, 2017

## **MARKETING AND BRAND DEVELOPMENT SERVICES FOR THE PICKUP ENTERTAINMENT TROLLEY SERVICE REQUEST FOR PROPOSAL (RFP)**

The Department of Human Services and Rent Stabilization of the City of West Hollywood (CITY) is seeking proposals from qualified firms to provide marketing and brand development services for The PickUp, the City of West Hollywood's entertainment trolley service. The successful applicant will be awarded a one-year contract with two (2) one-year options to renew.

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**1. INTRODUCTION:** The City of West Hollywood, known as the "Creative City," was incorporated in 1984. It is 1.9 square miles in area and is bounded by Beverly Hills to the west, Hollywood to the east, and Los Angeles to the north and south.

West Hollywood is home to approximately 34,000 residents and over 3,500 businesses. The weekend population swells as neighbors from nearby communities take advantage of shopping, dining and entertainment in the CITY.

Approximately 40% of the CITY's residents are gay or lesbian, 10% are Russian-speaking immigrants, and close to 20% are seniors. The CITY's main industries are entertainment (production, post-production and related uses), hospitality (hotels, restaurants and nightclubs), and arts and design (furniture and art galleries). The community is densely populated, has LA County's "largest singles" population, and is a very high-traffic area.

The CITY is home to the world famous Sunset Strip and hosts the Halloween Carnival in October, and the Christopher Street West Gay, Lesbian and Transgender Festival in June. The CITY also includes dozens of visitor attractions such as a wide variety of restaurants and entertainment venues that cater to local residents, visitors and tourists alike.

**2. BACKGROUND:** Introduced in 2013 as a six-month pilot program, The PickUp quickly gained notoriety through its unique branding and active social media presence. Based on feedback gathered through surveys, social media outlets and input from local residents and community stakeholders, the West Hollywood City Council voted to continue the free trolley service. In FY 2015, the West Hollywood City Council approved an expansion to the program that included the addition of service days and an extension of the service's route. The PickUp currently runs on Friday and Saturday evenings from 8pm-3am and on Sundays from 2-10pm.

Community response to The PickUp is positive. City staff members regularly receive messages from riders, through The PickUp's social media and communications channels, expressing appreciation and support for the service. In addition to the positive feedback, ridership figures also illustrate the program's continued success.

Among the elements that contribute to The PickUp's success are the service's fun and energetic brand and the CITY's digital marketing efforts for the service. In 2013, when The PickUp was launched, the CITY developed a brand identity and visual vocabulary for The PickUp that included logo design, color palette for vehicle and pedestrian signage, the name and tagline for the service, and vehicle wrap. The goal was to create a brand that resonated with City residents and visitors who frequent the CITY's nightlife venues along Santa Monica Boulevard. Creative content designed to engage riders of The PickUp and inform potential riders about the service is posted on the service's digital channels, which include a [website](#) and an active presence on [Facebook](#), [Twitter](#), and [Instagram](#).

**3. RFP SCHEDULE (subject to change):**

This request for proposal will be governed by the following (tentative) schedule:

- |                                      |                |
|--------------------------------------|----------------|
| a. Release of RFP document           | April 5, 2017  |
| b. Any Clarifying Questions Due      | April 18, 2017 |
| c. Deadline for Proposers' Response  | May 5, 2017    |
| d. Vendor Selection and Notification | May 19, 2017   |
| e. City Council Approval of Contract | June 6, 2017   |
| f. Contract Start Date               | July 1, 2017   |

## **4. SCOPE OF WORK**

The City of West Hollywood (“CITY”) is seeking a qualified firm to provide digital media marketing and graphic design services for The PickUp entertainment trolley service. The ideal applicant will have experience in marketing to audiences that are similar to The PickUp’s rider profile, as described in Exhibit B.

The successful applicant will manage and produce content for The PickUp’s social media pages, update and design collateral materials, and assist in developing and launching promotional concepts. The CITY’s goals are to continue generating regional awareness about the service, strengthen brand messaging, develop opportunities for rider engagement, and to increase the number of followers across The PickUp’s social media channels.

### **4.1. Refreshing Service Brand Elements**

The City would like to update visual elements of The PickUp’s brand. Specifically, the Contractor will update the service’s existing visual vocabulary (color palettes, icon systems, fonts, textures, and other service imagery).

Contractor will also update the service’s core identity systems, including the service’s logo and develop of new bus wraps, which should incorporate refreshed brand elements. Please see Exhibit A for a description of The PickUp brand, which illustrates the service’s existing visual vocabulary.

### **4.2. Social Media and Interactive Content Development**

The City would like to refresh and diversify the type of content that is posted on The PickUp’s social media pages (see Attachment D for a list of digital media platforms currently used to market The PickUp). For almost four years, the City has followed a consistent post-development formula, which relies heavily on photos taken by a professional photographer of riders onboard The PickUp trolleys. As a part of the brand refresh strategy, the City is looking to incorporate new elements to its social media posts to encourage post engagement, and also increase regional awareness of the service.

To that end, Contractor will produce content for The PickUp’s social media pages on Facebook, Twitter, and Instagram that is witty, fun, and written in the voice and tone of The PickUp as described in the service’s brand book, Exhibit A. Contractor shall post content 14-16 times per week. Content should be engaging and user-centric, and when possible, include the following elements:

- Facebook Live, Instagram story, etc.;
- Service-specific GIFs;
- Colorful memes, developed by Contractor, that incorporate brand elements;
- Rider photos taken by professional photographer who is provided by the

Contractor;

- A combination of text, photo and video posts highlighting lifestyle and public service aspects of The PickUp;
- Polls that are both light and serious (for feedback); and
- User-submitted content (text and multimedia).

In addition to regularly scheduled posts, the contractor shall develop promotional concepts for The PickUp's social media pages that are specific to special holiday service days (St. Patrick's Day, Cinco de Mayo, and Sunday before Memorial Day, 4th of July, Sunday before Labor Day, Halloween, and New Year's Eve) that may fall outside of The PickUp's regular schedule.

The CITY is also interested in exploring new social media platforms for the marketing of The PickUp, primarily Snapchat, along with any other platforms that emerge during the duration of the agreement.

#### **4.3. Marketing Collateral Development**

Contractor shall produce and update The PickUp's print and electronic marketing collateral. Examples of work to be done include:

- Design and update on a monthly basis the Perk Card, a card distributed as part of The PickUp's ridership incentive program;
- Design and update informational brochures and service guides as needed;
- Update and create route maps for the regular service, LA PRIDE Weekend, and Halloween;
- Develop promotional memes/window clings to promote special service days and perk program;
- Update content on The PickUp's website, as needed.

Please see Attachment C for samples of print collateral currently used to market the service.

#### **4.4. Ad Development**

Contractor shall work with the CITY in developing advertising content that will be primarily aimed at increasing awareness about the service.

Contractor shall develop colorful, attention-grabbing creative that reflect the service's brand. At a minimum, six (6) ad concepts should be developed each year. Concepts could be deployed via web media (e.g. WeHoVille), Facebook/Instagram, Twitter, mobile applications (e.g. Grindr), and print formats.

#### **5. COST AND FEES:**

The CITY will pay the CONTRACTOR based on the costs contained in the submitted cost proposal, but not to exceed the budget approved by the CITY, for the complete

and satisfactory performance of the terms and conditions of this Agreement for the period agreed upon.

## **6. PAYMENT SCHEDULE:**

Upon execution of a contract, the fees for the scope of work will be paid monthly upon submittal of an accurate invoice to the CITY.

## **7. EVALUATION AND SELECTION PROCESS:**

The CITY may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- A. Compliance with RFP requirements
- B. Understanding of the project
- C. Familiarity with the West Hollywood community and The PickUp brand.
- D. Recent experience in conducting similar scope, complexity and magnitude
- E. Directly related experience
- F. Price
- G. References

The selection committee will consist of CITY staff members.

The CITY may require additional information, and proposers agree to furnish such information. The CITY reserves the right, at its sole discretion, to award the contract to that proposer who will best service the interest of the CITY. The CITY reserves the right, based upon its deliberations and its sole opinion, to accept or reject any proposal. The CITY reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The CITY may also contact and evaluate the bidder's and subcontractor's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the CITY.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from the firm who will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the CITY may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

## **8. TERM OF AGREEMENT:**

The terms of the agreement shall be for one (1) year with two one (1) year renewal options upon mutual agreement between the CONTRACTOR and the CITY.

## **9. RFP SUBMISSION REQUIREMENTS:**

Interested contractors should provide the CITY with a thorough proposal using the following guidelines:

- Proposals must be straightforward and concise.
- Emphasis must be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer.
- Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity of this contract, may be rejected.
- Proposals must be typed using a 12-point font size.
- Margins must be set at one (1) inch on all sides.
- Page numbers should be located in the header of each page.
- Provide one (1) unbound original and three (3) bound copies.

Proposal sections must be in the following order and included in the bidder's response:

### **A. Cover letter**

A cover letter must contain the following elements:

1. State the address and telephone number of the contractor's office nearest to West Hollywood and if not the same, the office from which the project will be managed.
2. State the person to be contacted for more information during the proposal consideration period.
3. The letter must stipulate that the proposal price will be valid for a period of at least 180 days.
4. The letter must be signed by a person who is authorized to bind the contractor.

## **B. Executive Summary (1 page maximum)**

Applicants must include an Executive Summary. This part of the response to the RFP should be limited to a brief narrative highlighting the Applicant's proposal. The summary should contain as little technical jargon as possible and should be oriented toward nontechnical personnel.

## **C. Company Background (3 pages maximum)**

Applicants must provide their response to the following statements and questions in this section of their proposal.

1. Name of company.
2. Name of parent company, if applicable.
3. Company website address.
4. Number of years that the company has been in business.
5. How many employees are in the company?
6. How many employees are available to work on this project?
7. Applicant's experience in providing comparable services to other organizations.

## **D. Understanding of Scope of Work and Required Services (2 pages maximum)**

Applicants must include a statement of their understanding of the requested project scope. Such understanding shall represent the Applicant's expert knowledge of the functions, methods, and problems related to providing effective services as described in this RFP.

## **E. Proposed Services (10 pages maximum)**

Applicants should propose and describe in detail the professional services that will be provided as requested in the Scope of Work of this Request for Proposal and state any special experience or resources that enhance their qualifications for this contract.

1. **Implementation plan.** Describe in detail the plan for providing the services described in the RFP. Include:
  - description of staffing; and
  - weekly and monthly procedures.
2. **Management plan.** Describe in detail the plan for management of the contract. Include:
  - Who will be responsible for coordination with the City of West Hollywood;
  - How responsibility for consistency and work quality will be maintained;

- How CITY request for graphic design projects will be addressed and how work will be delegated to insure that it is completed on time.
3. **Staffing plan.** Describe the staff positions that will be assigned to the implementation and management of this contract. Include:
- Position titles and work to be done by each position;
  - Qualifications and licenses required for each position; and
  - Any sub-contractors used, and all resources which are to be provided by CITY.
4. **Client satisfaction plan.** Describe how the company will meet the requirements of the Scope of Work, including the unique needs of the CITY of West Hollywood. Include:
- How the company will collaborate with the CITY to provide a themed experience for riders of The Pickup that is consistent with the brand described in Exhibit A;
  - How the company will work with the CITY to ensure that content posted on the service's social media pages is reaching its intended audience;
  - How the company, through the proposed scope of services, will increase regional awareness about the service, strengthen brand messaging, develop more opportunities for rider engagement, and increase the number of followers across The Pickup's social media channels; and
  - A copy of work portfolio or examples to illustrate professional capacities related to this request for proposals (this may be hard copy or may also be a link to an electronic web based portfolio).

**F. Proposed Fee (1 page maximum)**

Propose and describe in detail the fee structure corresponding to the related professional services.

**G. References**

Applicant shall include three references from the most relevant projects completed by the Applicant, of equivalent size (or larger) and similar complexity to this Project. Please include the following information for each reference:

1. Contact Name
2. Contact Title
3. Address
4. Phone Number
5. Email address
6. Location/Jurisdiction
7. Project Name

- 8. Project Description
- 9. Project Dates

#### H. Example of Work (maximum 12 pages)

If available, applicant should include a printed style guide for one or more similar projects, or a link to a similar work product.

#### 10. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS:

- **Content of Proposal**  
The proposal must be submitted using the format as indicated in the proposal format guidelines.
- **Preparation of Proposal**  
Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Number of Proposals**  
Submit one (1) unbound original and three (3) bound copies (a total of four copies) of the proposal in sufficient detail to allow for thorough evaluation and comparative analysis.
- **Submission of Proposals**  
***Complete written proposals must be received by the end of the business day on Friday, May 05, 2017 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.***

Office of the City Clerk  
City of West Hollywood  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069  
Re: The PickUp Marketing RFP

- **Inquiries**  
***Questions about this RFP must be directed in writing, via e-mail to:***  
Francisco Gomez, Transportation Program Administrator  
[fgomez@weho.org](mailto:fgomez@weho.org)  
***Last day for clarifying questions is April 18, 2017.***

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any

CITY employee other than the contracting officer listed above regarding this RFP. No questions other than written ones will be accepted, and no responses other than written responses will be binding upon the CITY.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The CITY, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of West Hollywood. If any proprietary information is contained in the proposal, it should be clearly identified.

11. City Standard Contract

**CITY OF WEST HOLLYWOOD  
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This Agreement is made on this [REDACTED]th day of [REDACTED], 2016, 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 XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

**RECITALS**

- A. The CITY proposes to contract for services as outlined below;
- B. The CONTRACTOR 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 CONTRACTOR, mutually agree as follows:
1. **SERVICES.** The CONTRACTOR 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 June 30, 20[REDACTED] unless extended in writing in advance by both parties.
  3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR 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 CONTRACTOR shall be compensated in an amount not to exceed \$[REDACTED] for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
  5. **CONTRACT ADMINISTRATION.**
    - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, [REDACTED], shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
    - 5.2. **Manager-in-Charge.** For the CONTRACTOR, [REDACTED], shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. 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 CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR 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 CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.
7. **INDEMNIFICATION.** CONTRACTOR 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 CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR 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 CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the

foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8. **INSURANCE REQUIREMENTS.**

8.1. The CONTRACTOR, at the CONTRACTOR'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 CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

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

8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

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- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor 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.

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- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention (“SIR”) and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner’s behalf upon the Owner’s failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR 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

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by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR 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 CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. **Licenses.** The CONTRACTOR 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 CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR 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 CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR 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 CONTRACTOR 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.

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES**

13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, except the CONTRACTOR'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 CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR 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.
19. **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  
AGREEMENT FOR SERVICES**

City of West Hollywood  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069-6216

Attention: \_\_\_\_\_

CONTRACTOR:  
Organization Name  
Street Address, City State ZIP

Attention: \_\_\_\_\_

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **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.
22. **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.
23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

EXHIBIT A



# THE PICKUP

## BRANDBOOK

- 3-4. LOGO
5. CORE ELEMENTS
6. CHARACTERS
7. TOY BOX
8. NAME
9. WORDS
10. SLOGAN
11. TONALITY



BEFORE YOU COME IN...

We've worked hard to create the awesome, kickass brand that is **The PickUp**.

We want to ensure the brand **grows, evolves, and thrives**—while staying true to the original vision.

So don't consider this some picky little rule book—consider it **friendly guidance!** 😊



*Always get the logo from original, high-resolution artwork. Never scan or copy it from a piece of stationery, a brochure, or any other printed thing—that will look pretty lame. And there's no need for that! Pre-built logomark files can be found in the official graphics package.*

# LOGO

## Main Logo



The **Main Logo** is the official, preferred version.

## Stacked Logo



But the **Stacked Logo** is totally cool, too. It's an accepted, alternate solution when the available space is square and the logo needs to be **big**—for example, a Facebook profile pic or a T-shirt.

Whichever one you use...

To make sure the logo really **pops**, try to leave space around it—generally 50 pixels or more. That's because we don't want it competing with other graphical elements.

That having been said, it's cool to have the logo **inside a large burst, or framed by smaller nearby bursts**, if the bursts seem to be “presenting” or accentuating the logo.



*Don't mess with the logo.*

*That means don't stretch it, flip it, tilt it, angle it, rotate it, mirror it, dice it, blend it, whip it, melt it, brown it, or sauté it. And don't use yucky colors with it—just stick with the fab ones we threw together for you.*

**Got all that?**

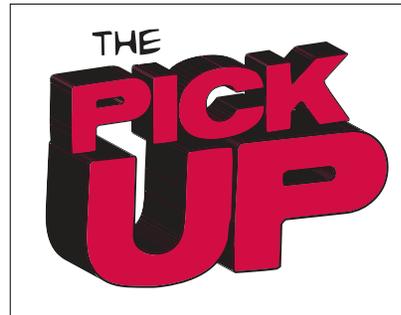
# LOGO (CONT'D)

## Cool

### Main



### Stacked



## Not Cool

### Rotated



### Inverted



### Lame Color Scheme





Here are the brand's colors—  
with exact values for all media.

The **Main Colors** should  
generally dominate. But the

**Accent Colors** are really  
important—they're like the  
“special seasoning”—so don't  
leave 'em out! Given them some  
lovin', too!

There are three brand fonts. Use  
**Font 1** for big headers and large  
text—stuff that really needs to  
stand out. Use **Font 2** only for  
text inside characters' speech  
bubbles. Both Fonts 1 or 2 are  
fun, comicbooky styles that  
convey the brand's personality—  
**but don't use them for small  
text and general body text.** For  
that, we have **Font 3**—  
a standard font that's clean,  
efficient, and easy-to-read.

# CORE ELEMENTS

## Colors

### Main



CMYK > 0/0/95/0  
RGB > 252/227/0  
PANTONE > 102C



CMYK > 0/100/72/0  
RGB > 213/0/50  
PANTONE > 199C



CMYK > 86/42/0/0  
RGB > 20/123/209  
PANTONE > 2172C

### Accent



CMYK > 0/62/95/0  
RGB > 232/119/34  
PANTONE > 158C



CMYK > 0/57/69/66  
RGB > 107/61/46  
PANTONE > 7595C



CMYK > 0/78/8/0  
RGB > 240/78/152  
PANTONE > 212C



CMYK > 10/55/83/35  
RGB > 158/101/46  
PANTONE > 730C

## Fonts

**FONT 1**

**Big Headers & Large Text**  
COMIC BOOK (OTF), BOLD

**FONT 2**

**Speech Bubbles**  
COMIC BOOK COMMANDO, BOLD

**Font 3**

**Body Text**  
HELVETICA, BOLD

# THE PICK UP

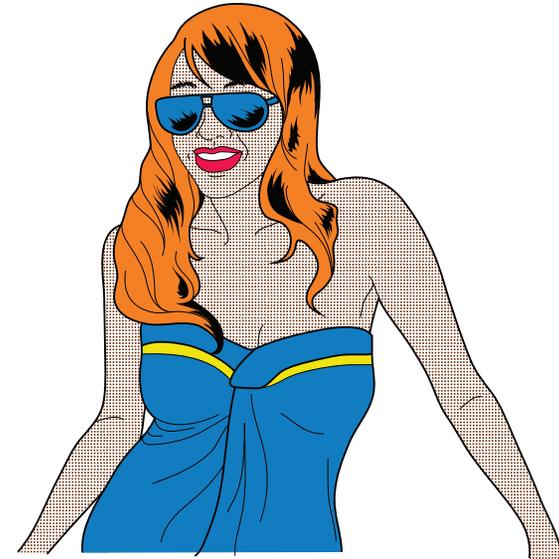
We have **4 fab characters**—2 men and 2 women, representing our diverse community of hawt, Saturday-night party hounds.

Feel free to **zoom in and crop** the characters! (There's scalable vector art in the official graphics package.)

It's also cool to join the characters in **different combos**. Same-sex pairings are of course hotter for our Santa Monica Boulevard crowd—but it's cool if you want to do opposite-sex pairings, too. Context is everything—and we don't discriminate!

Also feel free to add **speech bubbles**—so the characters are “saying” key messages.

**Basically: have fun with the characters!**



# CHARACTERS

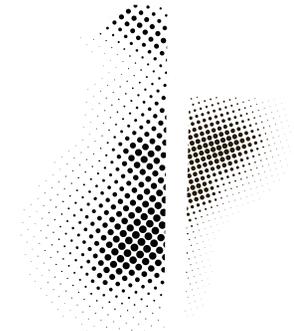
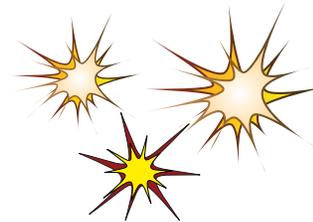
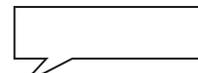
# THE PICK UP

There's a whole box of toys to throw into your PickUp compositions—including **bursts, dot patterns, dancer silhouettes, and speech bubbles.**

There's scalable vector art in the official graphics package—dig in and use them as you please.

**But be careful of overload.** Like an ice-cream sundae, a design can go from yummy to vomitorious if you cram too many toppings on it. **Less is more.** Make sure to leave negative space. Allow the compositions to breathe.

# TOY BOX





# THE NAME

The brand is **The PickUp**.

- **PickUp** is one word.
- The **P** and **U** are capitalized.
- There are **no hyphens**.

You may also call it **The WeHo PickUp**—especially to give it context, when discussing it outside of our City.

“The” is part of the name, but it can be dropped when using “PickUp” as an adjective—for example:

**Enjoy awesome PickUp prizes—this weekend!**



# THE WORDS

## Descriptor

We describe The PickUp as:

**WeHo's Free Nighttime Ride**

The **descriptor** answers the question: What is The PickUp?

## Vehicle Type

We refer to the vehicle as a **trolley**—not a bus, not a shuttle.

**A trolley!**

## Word Pairings

The PickUp pairs smoothly and nicely with many words—often to convey awesome double meanings!

For example:

- **Line** ➡ **PickUp Line**. A specific PickUp route. Right now, there is one PickUp Line—along Santa Monica Boulevard. In the future, there may be other PickUp Lines—serving other parts of the City.
- **Stop** ➡ **PickUp Stop**. Where you get on and get off The PickUp.
- **Shot** ➡ **PickUp Shot**. The place on the trolley where you get your picture taken.



# THE SLOGAN

## Primary

The brand's **Primary Slogan** is:

**Cuddling & breakfast not required.**

This slogan conveys the sassy, unapologetic irreverence of the brand.

But it also conveys important, central messages:

- The PickUp is **fast, easy, pleasurable**, and **at your convenience**.
- There's **no commitment** involved.
- Your ride starts and ends **when you want it to**.

## Secondary

An important **Secondary Slogan** is:

**Get on & get off.**

You'll notice this one conveys the same messages as this **Primary Slogan**—and it also has double meanings.

**Note:** When using this *Secondary Slogan*, the “get off” part can be playfully emphasized to accentuate the pleasure aspect—for example: **Get on & GET OFF**. (But use this sparingly, and with receptive audiences.)



# TONALITY

## The PickUp **is:**

- Fun
- Friendly
- Sexy
- Sassy
- Irreverent
- Casual
- Naughty
- Playful

## The PickUp **is not:**

- Polite
- Elegant
- Family-friendly
- Governmental
- Uptight

When writing communications for the brand:

- **Use a warm, playful tone.** The PickUp is the party starter.
- **Respect the audience** and express gratitude for their participation.
- **No fancy words.** Southern California slang like “awesome,” “mega,” and “totally” are not just OK—they’re totally cool.

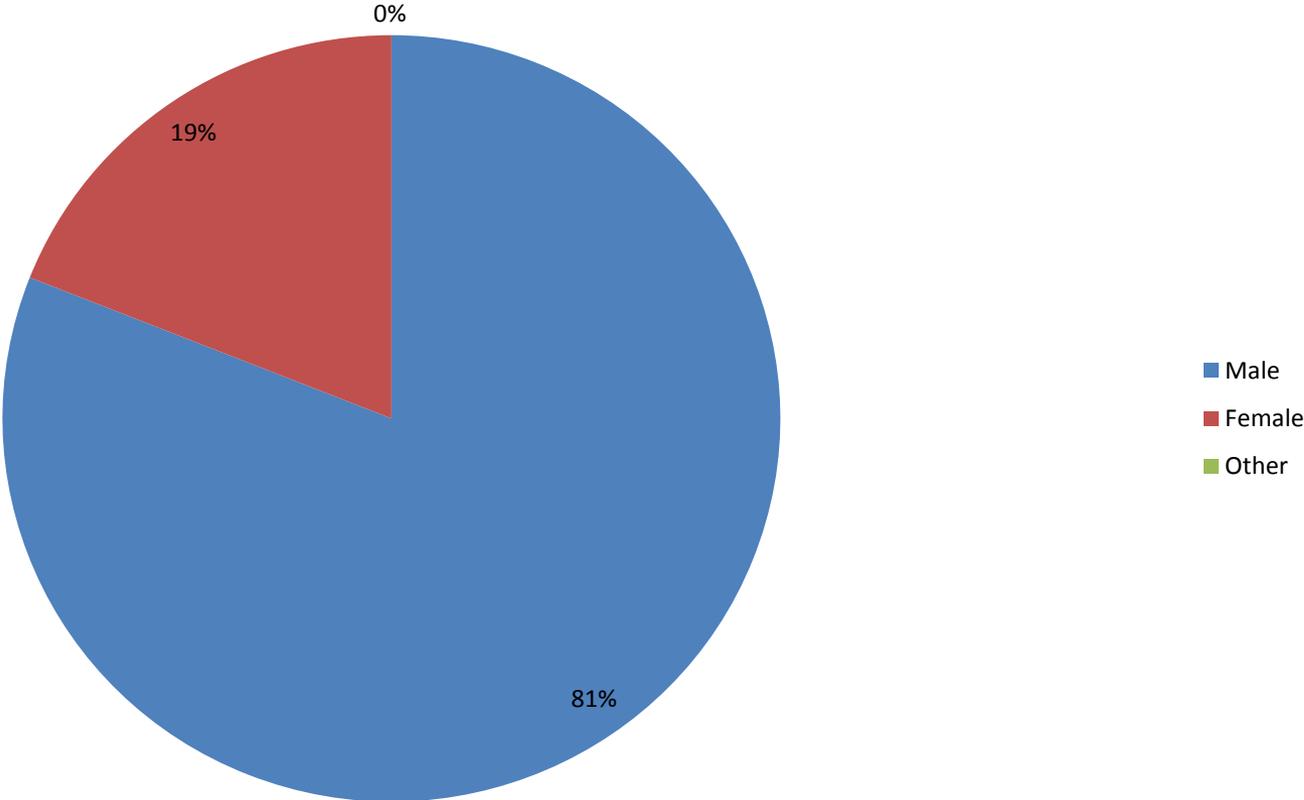
**Final point...** The PickUp isn’t just about hedonistic fun. The PickUp aims to reduce traffic congestion and pollution, and to increase public safety. **So, it never hurts to add these social-responsibility messages** (wherever possible), so the brand isn’t mindlessly hedonistic.

POWERED BY symblaze **SMBLZ**

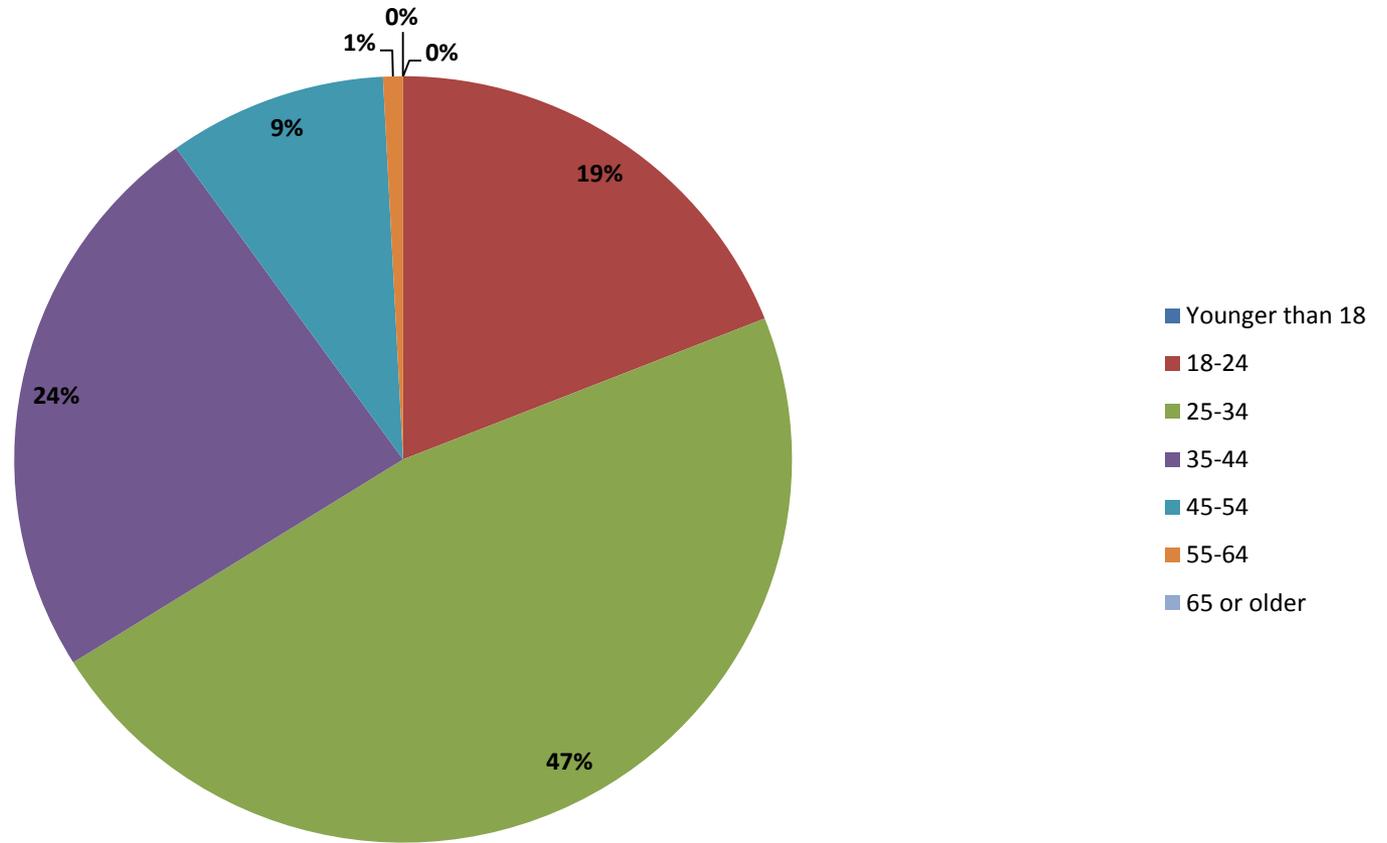


# The PickUp Rider Demographics

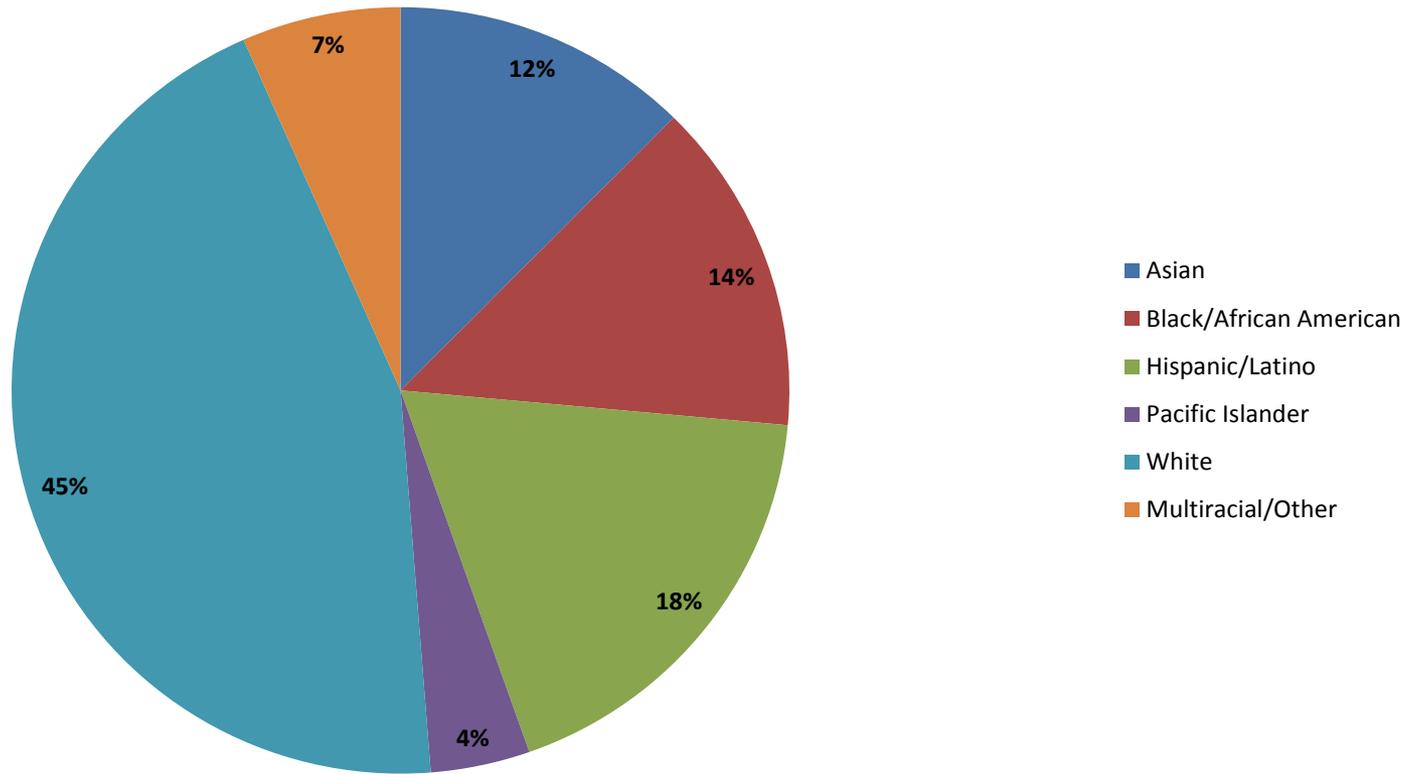
# Gender



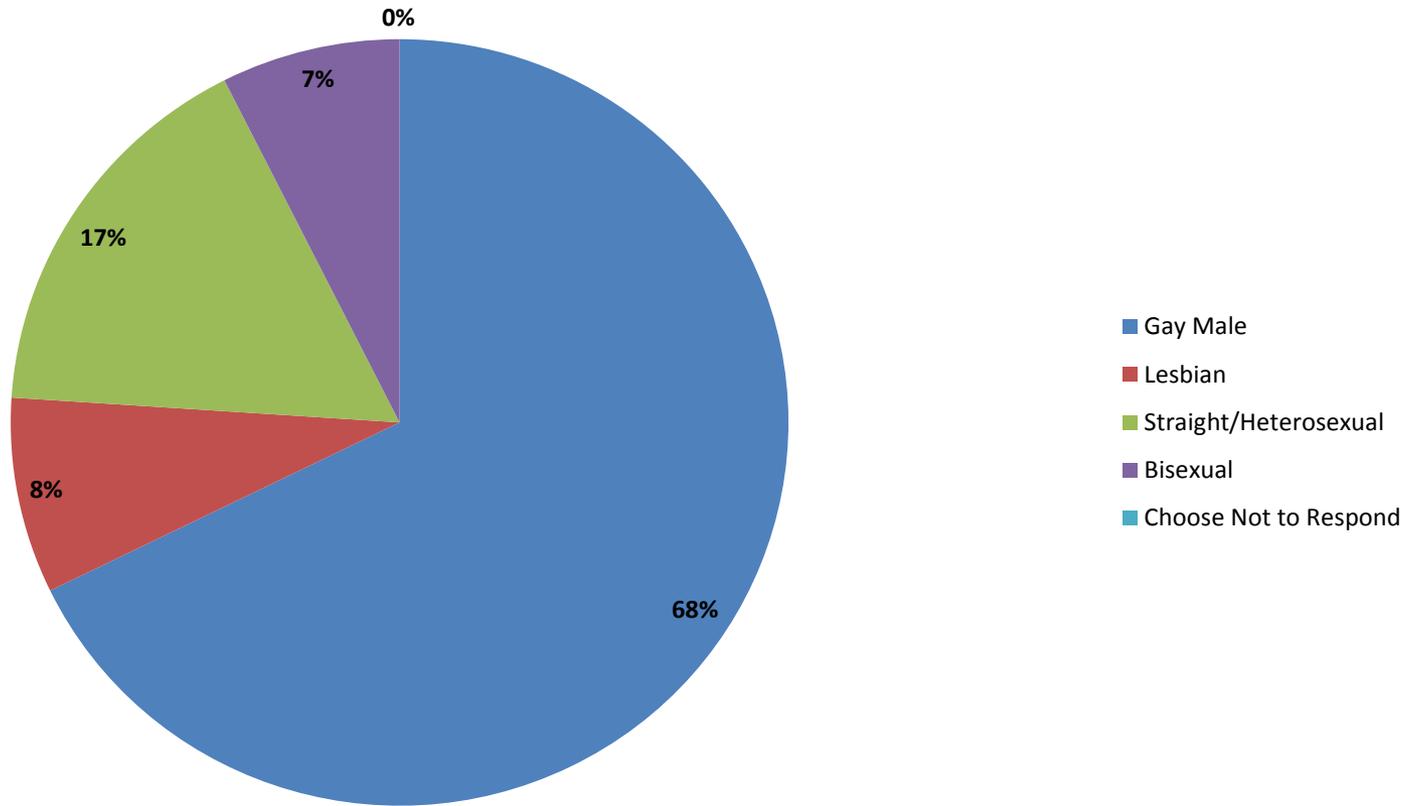
# Age



# Ethnicity



# Sexual Orientation



## **Exhibit C**

# **Examples of Print Collateral for The PickUp**

# THE PICKUP



## ROBERTSON TO LA BREA!

**FREE!**

**FRI & SAT:  
8PM-3AM  
EVERY 15 MINS!**



### WESTBOUND

- |             |                |               |                |           |
|-------------|----------------|---------------|----------------|-----------|
| 1 La Brea   | 5 Curson       | 9 La Jolla    | 13 Ramada      | 17 Ramage |
| 2 Formosa   | 6 Genesee      | 10 Sweetzer   | 14 Westbourne  |           |
| 3 Greenacre | 7 Fairfax      | 11 Kings      | 15 Hancock     |           |
| 4 Gardner   | 8 Crescent Hts | 12 La Cienega | 16 San Vicente |           |

### EASTBOUND

- |                      |               |                  |            |
|----------------------|---------------|------------------|------------|
| 18 La Peer/Robertson | 22 La Cienega | 26 Crescent Hts  | 30 Vista   |
| 19 San Vicente       | 23 Orlando    | 27 Fairfax       | 31 Formosa |
| 20 Hancock           | 24 Sweetzer   | 28 Spaulding     |            |
| 21 Westbourne        | 25 La Jolla   | 29 Sierra Bonita |            |

@WEHOPICKUP

/WEHOPICKUP



WEHOPICKUP.COM

# THE PICKUP

WEHO'S FREE NIGHTTIME RIDE  
**SANTA MONICA BLVD**  
 FULLER - SWEETZER  
 OCTOBER 31<sup>ST</sup>



**EAST/WEST BOUND**  
 8PM - 11PM

- |             |                    |              |                    |                 |
|-------------|--------------------|--------------|--------------------|-----------------|
| ① Fuller    | ⑤ Fairfax East     | ⑨ Sweetzer   | ⑬ Crescent Heights | ⑰ Sierra Bonita |
| ② Gardner   | ⑥ Fairfax West     | ⑩ Kings Road | ⑭ Fairfax West     | ⑱ Vista         |
| ③ Spaulding | ⑦ Crescent Heights | ⑪ City Hall  | ⑮ Fairfax East     | ⑲ Fuller        |
| ④ Genessee  | ⑧ La Jolla         | ⑫ La Jolla   | ⑯ Spaulding        |                 |



**EAST BOUND ONLY**  
 11PM - 3AM

- |              |                    |                 |          |
|--------------|--------------------|-----------------|----------|
| ⑩ Kings Road | ⑬ Crescent Heights | ⑯ Spaulding     | ⑲ Fuller |
| ⑪ City Hall  | ⑭ Fairfax West     | ⑰ Sierra Bonita |          |
| ⑫ La Jolla   | ⑮ Fairfax East     | ⑱ Vista         |          |



THE FREE AND EASY WAY TO GET AROUND  
 WEST HOLLYWOOD ON HALLOWEEN!  
[weho.org/Halloween](http://weho.org/Halloween) - #wehohalloween



**SANTA MONICA BLVD: LA BREA → ROBERTSON JUNE 12TH-14TH**

**PRIDE RIDE**

FRI	SAT	SUN
1PM-3AM	11AM-3AM	5PM-2AM



**WESTBOUND**

- ① Formosa
- ② Gardner
- ③ Curson
- ④ Genesee
- ⑤ Fairfax
- ⑥ Crescent Heights
- ⑦ La Jolla
- ⑧ Sweetzer
- ⑨ Kings Rd.
- ⑩ La Cienega
- ⑪ Ramada
- ⑫ Westbourne
- ⑬ Hancock
- ⑭ San Vicente
- ⑮ Ramage

- ⑬ Hancock
- ⑭ San Vicente
- ⑮ Ramage
- ⑯ Westbourne
- ⑰ San Vicente
- ⑱ Westbourne
- ⑲ Westbourne
- ⑳ La Cienega
- ㉑ Orlando
- ㉒ Kings Rd.
- ㉓ Sweetzer
- ㉔ La Jolla
- ㉕ Crescent Heights
- ㉖ Fairfax
- ㉗ Spaulding
- ㉘ Sierra Bonita
- ㉙ Vista
- ㉚ Formosa
- ㉛ La Brea

**EASTBOUND**

**WEHO'S PRIDE RIDE**  
**THE FREE AND EASY WAY TO GET ACROSS TOWN DURING PRIDE WEEKEND!**

THE  
**PICKUP**  
WEHO'S FREE NIGHTTIME RIDE

**FRI & SAT**  
**8PM-3AM**



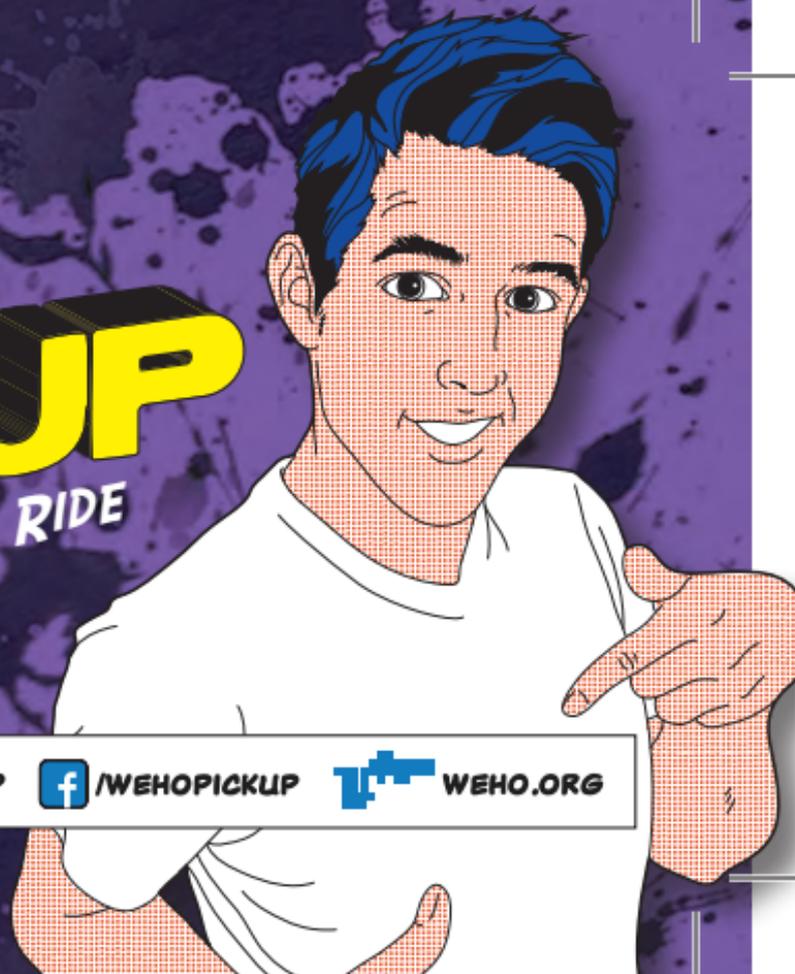
@WEHOPICKUP



/WEHOPICKUP



WEHO.ORG



YOU'VE BEEN PICKED UP! USE THIS  
CARD TO PICKUP THESE PRIZES:

THE ABBEY - priority entry

HERE LOUNGE - ½ off first drink

FUBAR - first drink only \$1

HUGO'S - one free appetizer with entrée

RAGE - ½ off regular price drink 'till 11pm

MICKY'S - priority entry

YOGURT STOP - 10% off entire order

FEB 13 - MAR 14, 2015

## **Exhibit D**

# **Digital Marketing Sources for The Pickup**

<b>Digital Marketing for The Pickup</b>	
<b>Source</b>	<b>Source Address</b>
Facebook	facebook.com/wehopickup
Twitter	twitter.com/wehopickup
Instagram	instagram.com/wehopickup
Micro-Site	wehopickup.com