

REQUEST FOR PROPOSALS

City of West Hollywood

Seasonal City Recreation Brochure – Design, Printing & Mailing



**Parks
Make
Life
Better!**



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1. THE CITY OF WEST HOLLYWOOD

1.1. Introduction

The City of West Hollywood, hereinafter referred to as the "City," is soliciting proposals from qualified vendors to produce the City of West Hollywood's seasonal Recreation Brochure, the *Rec Reader*. The service and performance requirements are described in the Scope of Services.

1.2. Background

With a population of over 34,000 resident and 22,511 residential units in a land area of 1.9 square miles, West Hollywood is a dense, urban community surrounded by the cities of Los Angeles and Beverly Hills. In a recent community study, 90% of the survey respondents rated the quality of life in West Hollywood as excellent or good. 47% of the population falls within the age range of 25-45 years old, and the population of children under 5 years of age is increasing. Park and Recreation programs were rated as one of the top five most important social services identified in the community study. The percentage of households making \$75,000 or more has increased from 22% in 2000 to 36% in 2010. Russian speaking residents account for 4% of the West Hollywood population, and while not a requirement of the evaluation process for the RFP, it may be beneficial to the successful proposer to have staff fluent in the Russian language. 46% of the population identify as either gay male, lesbian or bi-sexual. The City of West Hollywood is home to a diverse community and prides itself on providing social services that meet as many needs as possible.

Often termed, "The Creative City", West Hollywood is home to the famous Sunset Strip and the Avenues of Art & Design. It is also the host to many high profile special events throughout the year including the world renowned Halloween Carnival that attracts 400,000 attendees, the Elton John AIDS Foundation Academy Award viewing party and fundraiser, the HBO Emmy Awards viewing event and the Sunset Strip Music Festival among others.

The City of West Hollywood is a Council-Manager type municipality with five Council members elected at large to four year terms on a staggered basis. Healthy living and an active lifestyle are encouraged through several City Council sponsored initiatives including the Well West Hollywood Heart Walk, the annual Buff n' Cut Health Expo, and the Senior Health Fair as examples. Police

service is contracted with the Los Angeles County Sheriff's Department and Fire protection through the Los Angeles County and Consolidated Fire Protection District.

1.3. Core Values

Respect and Support for People

We recognize and celebrate the diversity of our community by treating all individuals with respect for their personal dignity and providing a wide array of specialized services. We promote mutual respect, courtesy, and thoughtfulness in all interactions.

Responsiveness to the Public

We hold ourselves accountable to the members of our community and are committed to actively seeking public participation. We promote a public process whereby we can respond to the community's needs while balancing competing interests and diverse opinions.

Idealism, Creativity and Innovation

We value our artistic richness and support idealism and creativity. We are dedicated to consistently finding innovative and better solutions to provide the best public service possible.

Quality of Residential Life

We maintain a balanced sense of community by protecting quality of life, conserving our historic neighborhoods, safeguarding housing affordability, and proactively governing growth with care and thought.

Promote Economic Development

We recognize that economic development is essential to maintaining quality of life for the total community. We support an environment where our diverse and eclectic businesses can flourish, and seek mutually beneficial relationships with the business community.

Public Safety

We protect the personal safety of our constituents and safeguard the community from the threats of natural, technological and other man-made hazards. Through preparation and planning, we minimize the effects of these disasters.

Responsibility for the Environment

We make it our responsibility to protect and improve our natural and built environments, pursuing opportunities to preserve and create open and green

space in our urban setting. We initiate partnerships with other cities and agencies to address regional and global environmental challenges.

1.4 ActiveNet Online Registration

In 2012 the City of West Hollywood implemented an online registration process for all recreation programs. The successful proposer will play a critical role in preparing Recreation Program information that will be printed as well as posted on the internet to facilitate the promotion and registration of the activities.

2. PROJECT INFORMATION

2.1. Recreation Brochure

The City of West Hollywood's Recreation Services Division is seeking proposals for production services, graphic design, mailing services and printing of the City's Recreation Brochure, the *Rec Reader*. The *Rec Reader* is produced 4 times per year, a Summer edition (May 1st – August 31st), Fall edition (September 1st – November 30th), Winter edition (December 1st – February 28th/29th), and Spring edition (March 1st – May 31st). Initial contract will be awarded for a period of three (3) years with an option of two (2), one year renewals.

2.2. Scope of Services

Scope of services include but are not limited to:

- Successful proposer will develop production timeline for four (4) issues of the *Rec Reader* per year that is mutually agreed upon by City staff and best serves the needs of the City.
- The production timeline shall include, but not limited to, the following per issue:
 - First date of submission needed for program information by City Staff
 - Timeline for content and layout changes/revisions between City staff and the successful proposer
 - Last date for City approval of final version of the RecReader before going to print
 - Timeline for printing/binding/mail housing

- Expected delivery date(s) of Recreader to City designated office/park and West Hollywood households
- Successful proposer shall provide, at a minimum, updated electronic drafts of the Recreader within twenty-four (24) to forty-eight (48) hours of changes/revisions submitted by City staff.
- Size: 8.5" x 11"
- Page count: 20 – 24 pages (pages may be added/subtracted with the completion and addition of the West Hollywood Aquatics and Recreation Center)
- Printed full color (including photos) (4/4)
- Paper Type: #43 good opacity glossy stock or higher quality
- Stitched
- Quantity: 34,000: 3600 to be delivered to the City designated office/park plus 30,400 mailed to West Hollywood households
- Proposer will mail the brochure under their valid business mail permit with the US Post Office
- Proposer to advance the cost of postage by writing and delivering a company check to the US Postmaster for the mailing of the brochure at Presorted Standard mailing rates. After the mailing service has been rendered, the Proposer will include proof of the cost of postage in their invoice for payment
- Ability to include special mailing inserts are required
- Brochure is to be saved in a PDF and flash-flipping digital publishing format for the City's website.

2.3 Special Considerations

The Proposer should factor into the proposal the following items:

- City staff will provide program information electronically in plain text format (MS Word) to successful proposer,
- City staff, on occasion, may use file hosting/cloud based programs to save and/or submit large type files (ex. high res photos, scanned images, etc.) to successful proposer for execution of revisions and photos.
- Occasionally the use of stock photos or unique fonts are required by the City
- City staff may submit as many electronic changes/revisions needed for completion of each issue during the content and layout timeline.
- Proposer must insure that production adheres to established timeline
- Proposer to guarantee the cost of services (design and printing, inclusive of cost per paper) for three (3) years
- The City understands that the USPS may raise the cost of postage
- Integration of in-document links, photos, and videos to direct readers to other pages within content for the flash-flipping digital publishing format for the City's website is desirable
- Standard basis of design is of the current RecReader. Proposals shall be comparable or greater than.
- Proposer shall uphold the City's ongoing efforts to promote creativity and innovation for the design and production of the RecReader in order to stay up to date with current trends
- Proposer shall be familiar with the City of West Hollywood's comprehensive branding standards to help ensure the consistency of marketing and community engagement materials

3. INSTRUCTIONS

3.1 Purpose

The purpose of this Request for Proposal (RFP) is to provide interested, qualified Proposers with sufficient information to enable them to submit proposals for the production of the City of West Hollywood's Recreation Brochure, the Rec Reader, a seasonal brochure that will include design, printing and mailing.

3.2 Proposal Submission

- By submitting a proposal, the Proposer affirms that the Company is familiar with all the terms and conditions of this RFP and is sufficiently informed in all matters affecting the performance of the work and provisions of labor, supplies, material, equipment and facilities called for in this RFP. All proposals submitted should contain a clean explanation of how the Scope of Services will be achieved by the Proposer, and how the Proposer's experience and background lends itself to a successful outcome. Additionally, the Proposer affirms that the Proposal has been checked for errors and omissions and that all information provided is correct and complete.
- All proposals shall be signed in ink by the President, Chief Executive Officer, or individual authorized to act on behalf of the Company, with current Power of Attorney, if applicable. The name and mailing address of the individual making the proposal must be provided.
- Proposals shall be **submitted in person or by mail only** as follows: Five (5) sealed copies [two (2) originals and three (3) photocopies] of the completed proposals.
- No oral, telephonic or telegraphic proposal or modification of Proposal will be considered.

3.3. Disclosure of Contents of Proposal

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

3.4 Proposal Due Date

Proposals will be accepted up to the hour of 5:00 p.m. on Friday, November 1, 2019.

Proposals must be submitted and addressed as follows:

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

Proposal: Seasonal City Recreation Brochure – Design, Printing and Mailing

3.5 Schedule of Events

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

Request for Proposal Release Date	October 10, 2019
Request for Information (RFI) Due	October 17, 2019 by 1:00 p.m.
Response(s) Posted	October 24, 2019
RFP Due Date	November 1, 2019 by 5:00 p.m.
Interviews (if necessary as deemed by the City)	November 13, 2019
Award Contract	Council Meeting (December 16)
Notification of Non-Award	December 16, 2019
Contract Begins	December 17, 2019

3.6 Questions and Inquires Related to RFP

In order to avoid any potential confusion, and to minimize burden on City staff, the City is requiring that all procedural questions relating to this RFP be directed **by email only** to:

Michael Gasca, Acting Recreation Supervisor: mgasca@weho.org

Specific questions relating to the content of this RFP should be submitted in writing via email on or before October 17, 2019 at 1:00 p.m.

Questions received after the designated period may not be considered.

Any response made by the city will be provided in writing to all proponents by addendum. It is the responsibility of each proponent to obtain a copy of any addendum issued for this procurement by monitoring the city's website at <https://www.weho.org/city-government/city-clerk/public-notices/rfp-rfq-bid-notices>

Any Proposers found to be soliciting other members of the City staff, or City Council members during this RFP process may be disqualified.

3.7 Common Questions and Answers

Q: Will the City consider a re-design of the current *Rec Reader*?

A: Yes, the *Rec Reader* was redesigned in 2014 and the City is open to a new re-design of the brochure.

Q: Will the City grant an extension for submission of proposals?

A: Unfortunately, extensions cannot be granted.

Q: Is this RFP available as a Word document?

A: The RFP is available electronically only as a PDF document.

3.8 Proposal Submission

Please note: All proposals, inquires, responses, or correspondence related to or in reference to this request for proposal, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Proposer will become the property of the City when received and are subject to public records requests.

Proposal Content and Format

The Request for Proposal submission must include a detailed description of the experience of the firm (or individual, if applicable) and proposed production timeline. Emphasis should be placed on those areas which evidence the capability to effectively develop and administrate an operation of this type.

Please utilize the boxes below () as a checklist to ensure a complete response to the RFP. Proposals must include the following sections and organized as indicated here:

Section I - Proposal Profile

A brief profile of the company including the capability to provide the required services; the year founded; form of the organization (corporation, partnership, sole proprietorship); size and location of offices, number of employees and professional references

Section II - Qualifications of Proposer

This section of the proposal is a written narrative which should establish that the Proposer 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) *Experience*. Provide a statement of the company'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

(b) *Description of Services*. Provide a description of the unique services, products, and benefits the company will provide as part of its services.

(c) *Proposed Production Plan*. Provide a comprehensive plan and timeline for layout/design, printing, and mail housing per issue for 3 years (12 issues total)

(d) *Cost of Services*. Provide a completed Proposal Cost Worksheet as shown in Exhibit C

(e) *Printed Work*. Provide 2 – 3 samples of similar work within the last 3 years as well as a detailed description of Proposer's role in design and production.

(f) *Financial Solvency*. Provide an indication of financial resources and solvency such as a credit score report or business tax return

(g) *Proof of Insurance*. Provide demonstrated proof of insurance and/or insurability

Section III – Sample Contract and Non-Collusion Declaration

(h) *Sample Contract*. Submission of sample contract (Exhibit A) based on the City contract boilerplate, with any changes or additions noted.

(i) *Non-Collusion Declaration*. Submission of non-collusion declaration as shown in Exhibit C

3.9 Evaluation Factors

No single criteria will dictate the City's ultimate selection. Specific evaluation criteria will include the following:

Round 1 – 100%

- Proposer Information 30% - Experience, qualifications, references, and financial stability/history
- Proposed Plan and Timeline(s) 35% - Provide a proposed plan and timeline which addresses at a minimum the services as outlined in Section 2.2 Scope of Services and Section 2.3 Special Considerations
- Cost of Services 35%

Round 2

- Proposer Interview - Interviews will be conducted with the top finishers in round one, if necessary.

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

4. Conditions

4.1 Firm Prices

Program prices quoted by Proposer shall be firm prices for the first year and proposed increases for years two and three. Firm program prices are not subject to increase during the term of any contractual agreement arising between the City and Proposer as a result of said proposal. Proposer's quoted prices **must** include any applicable federal state tax. Proposers are to stipulate the expiration date of their quoted proposal.

4.2 Right to Purchase From Any Source

The City reserves the right to purchase from any source or sources, in part or in whole, any desired products or services relating to this proposal.

4.3 Right to Reject Any or All Proposals

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

4.4 Contracts

It is recognized that the formal basis of any agreement between Proposer and user is a contract rather than a proposal. In submitting proposals, Proposers must include a sample contract, based on the City contract boilerplate, containing all the information submitted in their proposals.

4.5 Service Date

Proposers will specify in their proposals that the proposed beginning date of December 17, 2019 is acceptable and include a detailed implementation plan.

4.6 Right to Submitted Materials

All proposals, inquires, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Proposer will become the property of the City when received and are subject to the public records requests.

4.7 Insurance Requirements

For duration of the contract Proposer shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to City. The cost of such insurance shall be borne by the Proposer. Specific insurance provisions will be delineated in the contract between Proposer and City.

4.8 Non-Discrimination

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

5. City Requirements and Conditions

- a. All costs of proposal preparation shall be borne by the Proposer.
- b. The proposal should always include the proposer's best terms and conditions, though the City reserves the right to negotiate.
- c. All proposals become the property of the City, which reserves the right to use any or all of the ideas in these proposals, without limitation. Selection or rejection of a proposal does not affect these rights.
- d. The city reserves the right to extend the RFP submission deadline if, in the City's sole judgement, such action is in its interests. If the deadline is extended, all applicants will have the right to revise their proposals.
- e. The City reserves the right to reject all, or any, of the proposals it receives.
- f. The City reserves the right to withdraw or modify this RFP, and to refrain from awarding contracts altogether.
- g. The City reserves the right to request additional information, including agency support documents, during the RFP evaluation process.
- h. Prior to award of the contract, the City reserves the right to request additional information about the history of operations of the PROPOSER and its principals. In addition, field review of existing equipment, facilities and operations may be carried out.
- i. Proposals deemed non-responsive will be returned.
- j. Unacceptable conditions, limitations, provisions, or failure to respond to specific instructions or information requested may result in rejection of the proposal.
- k. No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for one hundred eighty (180) days after the final proposal submission date.
- l. Upon request, all proposals will be available for public review (except financial statements, submitted under a separate cover with request for confidentiality, which shall be disclosed only upon order of a court with competent jurisdiction) once negotiations are complete and contract award is ready to be made to the successful Proposer.
- m. Any changes to the RFP requirements will be made by addendum. Addenda will be mailed to Proposers at the address provided by Proposers. All addenda shall be signed and attached to the Proposal Form. Failure to attach any addenda may cause the proposal to be considered non-responsive. Such proposals may be rejected.
- n. No prior, current or post award verbal conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms or obligations of this RFP, or any contract resulting from this

- procurement.
- o. Non-acceptance of any proposal will not imply criticism of the proposal or convey any indication that the proposal or proposed system or equipment was deficient.
 - p. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that no proposal was deemed acceptable.

Exhibit A

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
SAMPLE CONTRACT**

This Agreement is made on this [redacted]th day of [redacted], 2019, 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.

- 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.
- 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 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.

13. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
14. **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.
15. **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.
16. **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.
17. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

Attention: _____

CONTRACTOR:

Organization Name

Street Address, City State ZIP

Attention: _____

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

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

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

Scope of Services:

Include specific tasks, in-person meetings, interim work products (if any) and at least one final work product (e.g., a report or memo).

Time of Performance:

Include a schedule or timeline for delivering interim and final work products. May include specific dates or the number of weeks (e.g., within 30 days of project initiation)

Special Payment Terms:

(only if additional to section C.4. on page 1)

E.g., include a pricing sheet or hourly rate, if required or implied. Otherwise, state "None".

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

<i>TO:</i>	City of West Hollywood
<i>SUBJECT:</i>	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance.** Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____

Exhibit B

Proposal Cost Worksheet

Seasonal City Brochure – Design, Printing and Mailing

This form must be filled out and submitted as part of the Proposal

Note on Mailing cost: Mailing cost should be quoted at current Presorted Standard mailing rates. The City understands that mailing costs may increase over the lifetime of the Agreement for Services and will include a contingency fee to allow for increases. Proposer will be required to advance the cost of postage to the US Postmaster for the mailing of the brochure. After the mailing service has been rendered the Proposer will include proof of the cost of postage in their bill for reimbursement.

Year One Costs Design, Printing & Mailing Total Year One Cost

\$_____ (Summer) \$_____ (Winter)

\$_____ (Fall) \$_____ (Spring)

Cost breakdown per page for additional pages (beyond 24pgs) and/or reduced pages (less than 20pgs)

\$_____

Year Two Costs Design, Printing & Mailing Total Year Two Cost

\$_____ (Summer) \$_____ (Winter)

\$_____ (Fall) \$_____ (Spring)

Cost breakdown per page for additional pages (beyond 24pgs) and/or reduced pages (less than 20pgs)

\$_____

Year Three Costs Design, Printing & Mailing Total Year Three Cost

\$ _____ (Summer)

\$ _____ (Winter)

\$ _____ (Fall)

\$ _____ (Spring)

Cost breakdown per page for additional pages (beyond 24pgs) and/or reduced pages (less than 20pgs)

\$ _____

Total Cost – Year One, Two and Three Combined in numbers:

\$ _____

Total Cost – Year One, Two and Three Combined in words:

Exhibit C

“Non-Collusion Declaration”

This form must be filled out and submitted as part of the Proposal

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

_____. (Date) at _____ (City), _____ (State)

Signed _____