**CITY OF WEST HOLLYWOOD**

**REQUEST FOR QUALIFICATIONS**

**City-Specific Street Pole Banners:** **Printing, Installation/Deinstallation, and Related Services**

Subject: City-Specific Street Pole Banners RFQ:
Printing, Installation/Deinstallation, and Related Services

Issue Date:Wednesday, January 15, 2020

Deadline for Questions: Wednesday, January 22, 2020

 by 11:59 p.m.

**Due Date: Wednesday, January 29, 2020**

 **by 11:59 p.m.**

**Electronic Submissions Only through West Hollywood’s Online Bidding Portal**

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

Submit to: City of West Hollywood

 8300 Santa Monica Blvd

 West Hollywood, CA 90069

 Attn: Communications Department



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# 1. General Information

The City of West Hollywood, through its Communications Department, manages 276 city-specific street pole banner locations on existing light poles along Santa Monica Boulevard, Melrose Avenue, N. San Vicente Avenue, N. Fairfax Avenue, and N. La Brea Avenue. These banner locations comprise the Citywide Banner Program, which aims to promote City-specific initiatives and events; it is not intended for commercial advertising.

The City of West Hollywood has promoted up to fifteen (15) unique programs, events, and services on an annual basis using street pole banners as part of its Citywide Banner Program. Sometimes, more than one banner design is displayed during the same time period; in such cases, a limited run of banners is displayed in specific locations or on a percentage of the City’s street poles. The current size standards for street pole banners for the are 35” X 72” (18 square feet). Due to limitations in the structural integrity of the street poles, banners are currently limited to a single panel per pole, and the size cannot exceed 18 square feet.

This Request for Qualifications is directly related to services for 276 city-specific street pole banners for the Citywide Banner Program.



Blue dots (‘Street Banner’ icons in map, above) represent the precise locations of 276 city-specific street pole banners for the Citywide Banner Program in the City of West Hollywood.

1.1 Requested Scope of Services

The City of West Hollywood’s Communications Department is seeking Qualifications from companies to provide street pole banner services on a regular basis including printing, installation/deinstallation, and related services. Specifically, the company will be required to provide services such as:

* Providing large-format print-production services with the capacity to accommodate the City’s size requirements (36” x 72” banners no larger than 18 square feet);
* Providing installation and deinstallation services that follow required timelines that comply with encroachment permits issued by the City of West Hollywood’s Engineering Division for the attachment of banners to street poles;
* Providing related services such as printing adhesive patches/snipes for existing banners, assessing and providing anchors and attachments for existing street poles, and more as needed per specific projects; and
* Accommodating short-turnaround timelines on time-sensitive projects and in adherence to installation/deinstallation schedules (between 9 p.m. and 6 a.m.) that minimize impact on traffic and the community at large.

Work will be assigned on an as-needed basis; there is no guaranteed minimum number of projects that may be assigned. Each project assigned by the City to a vendor will include the following information: quantity of banners to be printed, locations of banners to be printed (determined by a street post code or location map), date(s) for installation/deinstallation and time range for banners to be displayed, and any special instructions.

The Communications Department will be the main point of contact for work to be assigned and may delegate additional staff members within other operating units at the City to supply vendors with electronic files, sign-off on proofs, etc. The City’s Communications Department can provide files in .ai, .eps, .pdf, .indd, .tif, .psd or additional file types as required by vendor.

Work must not commence until a purchase order is issued by the City’s Finance Department for each project assigned; City Departments and Divisions will be responsible for assigning a line-item to accommodate costs based on a fee estimate provided by the vendor. Vendors that provide services under a contract awarded from this RFQ will be issued blanket encroachment permits by the City of West Hollywood’s Engineering Division and vendors must adhere to all related instructions and requirements in such permits.

The City’s Communications Department will serve as the office of primary responsibility for management of contracts awarded under this RFQ. Approved contracts are anticipated to start in February 2020, after approval by the West Hollywood City Council, and will be active for approximately 3 years, through June 30, 2023. The City will maintain the option to renew contracts for one additional two-year term, through June 30, 2025. Contract values will be established after review of the fee proposal submitted for this RFQ.

# 2. Proposal Instructions

2.1 Access to RFQ

An electronic copy of the RFQ can be found on the City’s online bidding portal:

[**https://www.planetbids.com/portal/portal.cfm?CompanyID=22761**](https://www.planetbids.com/portal/portal.cfm?CompanyID=22761)

Proposals are to be submitted electronically only using the City’s online bidding portal.

2.2 RFQ Communication and Questions

Questions are to be submitted electronically only using the City’s online bidding portal. Communication or solicitation with other City of West Hollywood Officials or Employees regarding any aspect of this RFQ is expressly prohibited and may result in disqualification.

The City’s principal contact for this Request for Qualifications will be Joshua Schare, Communications Department, (323) 848-6431, jschare@weho.org.

2.3 Schedule

The timing of the submission review and selection process is subject to change, depending on the needs of the City, but is anticipated as follows. Please be prepared to interview on the dates shown below; invitations to interviews will be issued at least five calendar days in advance:

|  |  |
| --- | --- |
| Request for Qualifications Issued | January 15, 2020 |
| Deadline for Questions  | January 22, 2020 by 11:59 pm |
| Proposals Due  | January 29, 2020 by 11:59 pm |
| RFQ Evaluation Period | January 29, 2020 to January 31, 2020 |
| Contract Award / Notice to Proceed  | By February 29, 2020 |

2.4 Addenda

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

2.5 Procedure for Submitting Proposals

Failure to comply with the requirements of this RFQ may result in disqualification. Proposals must include all the sections listed in the “format and contents” section. One electronic copy of the proposal must be submitted through the PlanetBids website no later than 11:59 pm on Wednesday, January 29, 2020. Qualifications received after the deadline will be rejected. Email, fax, or hard copy submissions will not be accepted. Proposals should be as concise as possible (20 pages or fewer).

2.6 Qualification Format and Contents

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

1. Summary Sheet – Include a fully completed copy of **Appendix A**.
2. Table of Contents
3. Letter of Transmittal (limit to one or two pages)
	1. Include a brief understanding of the work to be done and commitment to perform the work.
	2. Describe why you are the best qualified to perform the requested services.
	3. State that you/your company has reviewed all the general requirements of the RFQ and can fully comply with those requirements.
4. General Company Information
	1. Name and address of your company and the individual/corporate officer authorized to execute this agreement.
	2. A brief description of your company’s history, ownership, organizational structure, location, and licenses to do business in the State of California.
5. Experience & Qualifications
	1. Brief narrative of qualifications of no more than two (2) pages including relevant experience and why you would like to work with the City of West Hollywood.
	2. Photographs or other images demonstrating relevant work samples.
	3. Name, title, phone number and email addresses for at least three (3) professional references who can speak to their experience working with your company on similar printing or display projects completed within the past five (5) years. The submitter agrees that, by submitting Qualifications, the proposer authorizes the City of West Hollywood to verify any or all information and/or references submitted.
6. Fee
	1. Please provide a per-pole cost for printing, installation, and deinstallation of banners at current size standards [for single street pole banners for the area 35” X 72” (18 square feet). Specific specifications include 3” pole pockets for top and bottom pole mounting and a live CMYK printing area of 34” x 64.5”]. Indicate if there is a discount for larger orders (for example, the per pole cost for up to 50 poles, up to 100 poles, all 276 poles, etc.)
	2. Services:
		1. Printing
		2. Installation & Deinstallation
		3. Annual Banner Storage (if available)
		4. Clearly indicate proposed rates for any additional unique tasks, such a printing versus installation, etc.
	3. Please provide estimates for one (1) print run and install/deinstall, as well for five (5) and ten (10) print runs and installs/deinstalls, if you wish to illustrate pricing based on multiple projects.
7. Certification of Proposal & Appendices

Include fully completed copies of **Appendices B & C**.

2.7 Proposal Evaluation and Selection

1. Qualifications shall be examined and evaluated by the City to determine whether they meet the requirements of this RFQ. No single criterion will dictate the City’s ultimate selection. Vendors will be rated by a selection committee based on their experience and demonstrated ability to perform the required services.

A Notification of Intent to Award may be sent to any company selected for the project. The selected company will be issued a contract for services. The issuance of a contract is not a guarantee of work; rather, it is a pre-qualification for potential future work orders.

Criteria for Assessing Qualifications Submissions for City-Specific Street Pole Banners RFQ: Printing, Installation/Deinstallation, and Related Services (100 points total)

|  |  |  |
| --- | --- | --- |
| Capacity to Provide High-Quality Large-Format Printing | Demonstrated experience in providing high-quality large-format print-production services with the ability to accommodate City-determined specifications and requirements. | 25 points |
| Ability to Provide Timely Installation/Deinstallation Services | Proven experience in Installation/Deinstallation and Related Services with the ability to follow City-determined schedules and requirements. | 25 points |
| Understanding of West Hollywood, Capability to Meet Project Timelines, and Ability to Adhere to Encroachment Permit Schedule Requirements | Established understanding of providing services on established deadlines in a dense municipal environment such as West Hollywood with flexibility to provide Installation/Deinstallation services between 9 p.m. and 6 a.m., as established in encroachment permit requirements. | 25 points |
| Complete Qualifications Submission | Complete Qualifications submission that provides all stated requirements including responses to Proposer Summary; Certification of Proposal to the City; and Exceptions to RFQ, Contract, and/or Insurance Provisions. | 25 points |

2.8 Interviews and Presentations

The City may request that companies make a presentation of their proposal to City during the RFQ evaluation period. This presentation will provide vendors the opportunity to describe their work plan, experience and approach to ensure thorough and mutual understanding. All expenses incurred by the vendor for participating in the presentations will be the responsibility of the proposer. The dates currently reserved for presentations are provided on the Schedule of Events, section 2.3.

2.9 General Requirements

1. Inclusion of Proposal – The qualifications submitted in response to this RFQ may be incorporated as part of the final contract with the selected vendor.
2. Right to Reject Any or All Proposals – The City reserves the right to reject any or all submissions, to waive technicalities or formalities, and to accept any submission deemed to be in the best interest of the City. Where two or more submissions are deemed equal, the City reserves the right to make the award to one of the two vendors.
3. Proposal Validity Period – Submission of qualifications will signify the vendor’s agreement that the submission is valid for 180 days from the Qualifications Due Date specified in Section 2.3.
4. Expenses of Proposal Preparation – Each submission prepared in response to this RFQ shall be done at the sole cost and expense of each proposing vendor and with the express understanding that no claims against the City for reimbursement will be accepted.
5. Public Records and Right to Submitted Proposals – All proposals, inquires, responses, or correspondence related to or in reference to this request for qualifications, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the vendor will become the property of the City when received.

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

1. Assignment – The successful proposer will not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, any other firm, or corporation without previous consent in writing from the City.
2. Termination of Contract – The contract will provide that the City reserves the right to terminate the contract at any time upon prior written notice of the City’s intent to terminate the contract. Causes for termination of the contract may include, but are not limited to any one of the following: failure to promptly and faithfully provide the services required in this RFQ; violation of any law; failure to cooperate upon receiving any reasonable request for information or service; and improper actions of the firm officers or employees which, in the opinion of the City, would adversely affect the City’s interest. The contract may be terminated by the vendor upon a 60-day written notice.
3. Right to Request Additional Information – During the evaluation process, the evaluation committee reserves the right, where it may serve the City’s best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the evaluation committee, vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.
4. Additional Services – The general service requirements outlined above describe the minimum work to be accomplished. Upon final selection of the vendor, the scope of service may be modified during negotiations with the City.
5. Undue Influence – The vendor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award of this RFQ, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from Vendor, or from any officer, employee or agent of Consultant, in connection with the award of the Agreement or any work to be conducted as a result of the Agreement. Violation of this Section shall be a material breach of the Agreement entitling the City to any and all remedies at law of in equity.

1. Conflict of Interest – If a real or perceived conflict of interest exists with the submission of a proposal, or would exist if the vendor entered into a contract with the City for the services in this proposal, full details should be included in **Appendix C**, including a plan to manage the conflict of interest.
2. City Policies for Service Contractors – It is recognized that the formal basis of any agreement between the vendor and the City will be a contract rather than a proposal. The City maintains various policies related to contractual service providers. Among these are anti-discrimination, a living wage, and equal benefits policy. By submitting proposals, vendors are indicating that they are prepared to comply with City ordinances and policies. The City’s standard contractual agreement, **Appendix D**, requires that the selected vendor to comply with these policies.
3. Contracts and Insurance Requirements – The selected Company must provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers’ Compensations, Commercial General Liability to include products liability and completed operations coverages, and Automobile Liability, in amounts consistent with risk associated with the services provided and as determined by the City. Policy limits and policy endorsement requirements are detailed in **Appendix D**. Such policies should be issued by companies admitted in the State of California.

# 3. Appendices (next page)

Appendix A

**Proposer Summary**

Consultant/Firm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Tax ID \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State Tax ID \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of years of operation \_\_\_\_\_\_\_\_\_\_\_\_\_

Number of employees \_\_\_\_\_\_\_\_\_\_\_\_\_

Person in management position responsible for direct contact with the City and services required for this RFQ:

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Years with firm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business city \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years with firm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business city \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Appendix B

**Certification of Qualifications to the City**

1. The undersigned hereby submits its Qualifications and, by doing so, agrees to furnish services to the City in accordance with the Request for Qualifications (RFQ), dated January 2020, and to be bound by the terms and conditions of the RFQ, including the General Requirements section.
2. The vendor has carefully reviewed its submission and understands and agrees that the City is not responsible for any errors or omissions on the part of the vendor and that the vendor is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all submissions and to waive any informality or irregularity in any proposal received by the City.
4. The submission includes all of the commentary, figures, and data required to provide a responsive assessment as requested in this Request for Qualifications, dated January 15, 2020.
5. The vendor has carefully read and fully understands all of the items contained in the RFQ, including all attachments. The vendor agrees to abide by the terms of the Sample Agreement, including the provision of all required insurance coverages, endorsements, and waivers. Any exceptions of the vendor are listed on **Appendix C**.
6. The Qualifications in this submission is an irrevocable offer and shall be valid for 180 days from **January 15, 2020**.

Vendor/Individual \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Authorized Signature)

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Type/Print)

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Appendix C

**Exceptions to RFQ, Contract, and/or Insurance Provisions**

The vendor has carefully read and fully understands all of the items contained in the RFQ, including all attachments. The vendor certifies there is no real or perceived conflict of interest. The vendor agrees to abide by the terms of the Sample Agreement, including the provision of all required insurance coverages, endorsements, and waivers.

Any exceptions of the vendor are listed below:

**\_\_\_ NONE or \_\_\_ Itemized list below**

Appendix D

**Professional Services Contract, including Insurance Provisions**

See next page.

**CITY OF WEST HOLLYWOOD**

**AGREEMENT FOR SERVICES**

This Agreement is made on this \_\_\_th day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, 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**

1. The CITY proposes to contract for services as outlined below;
2. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
3. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
4. **SERVICES.** The CONTRACTOR shall perform those services set forth in “Exhibit A,” which is attached hereto and incorporated herein by reference.
5. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20\_\_\_ unless extended in writing in advance by both parties.
6. **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.
7. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed $\_\_\_\_\_\_\_\_\_\_ for services provided pursuant to this Agreement as described in “Exhibit A.” Compensation shall under no circumstances be increased except by written amendment of this Agreement. The 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.
8. **CONTRACT ADMINISTRATION.**
	1. **The CITY’s Representative.** Unless otherwise designated in writing,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, shall serve as the CITY’s representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
	2. **Manager-in-Charge.** For the CONTRACTOR, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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.
	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.
	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.
9. **TERMINATION.**
	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.
	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.
10. **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.
11. **INSURANCE REQUIREMENTS.**
	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:
		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.”
		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.
		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.
	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.
		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.”
		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.
		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.
		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.
		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.
		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.
		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. 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.
	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.
	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.
	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.
12. **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.
13. **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.
	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.
	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.
	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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **RESTRICTIONS: Arab League Boycott of Israel**. The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
19. **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.
20. **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.
21. **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.
22. **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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
2. **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.
3. **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.
4. **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.
5. **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:

Lisa Marie Belsanti, Director of Communications

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

**CITY OF WEST HOLLYWOOD**

**AGREEMENT FOR SERVICES**

**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:** NONE(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”.