



**CITY OF WEST HOLLYWOOD**

**REQUEST FOR PROPOSALS  
TO PROVIDE HOUSING ELEMENT  
UPDATE SERVICES**

**MAY 7, 2020**

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# 1. INTRODUCTION

## 1.1. Purpose

The City of West Hollywood invites qualified respondents to submit proposals to provide consulting services for the update of the Housing Element of the City's General Plan. The City must update its Housing Element as mandated by state law for the 2021-2029 planning cycle, with the completed certification by the State Department of Housing and Community Development ("HCD") by no later than October 15, 2021.

Proposals for this project will be due by 5:00pm on June 5, 2020 and must include all requirements listed under "Scope of Work and Required Tasks". To facilitate proposal development, a detailed project description is provided at the end of this announcement and the City staff is available to respond to questions. This request for proposals contains additional information regarding the evaluation process, general terms and conditions, and the City's template for professional services agreements under "Exhibit A".

## 1.2. Background

The West Hollywood Housing Element is one of the seven mandated elements of the General Plan. The Housing Element is a policy guide that provides an indication of the need for housing in the community; particularly the availability, affordability, and adequacy of housing; and serves as a strategy for the City to address housing needs across the economic and social spectrum.

The City's current Housing Element was adopted on December 2, 2013 by the City Council and certified by HCD in September of 2013. The Housing Element document can be found on the City's website (<https://www.weho.org/city-government/rent-stabilization-housing/housing/programs-studies-and-initiatives/housing-element>) and may be used as a foundation for understanding the City's unique vision and needs. HCD has established October 15, 2021 as the deadline for certification of the City's adopted Housing Element for the 2021-2029 planning period. It shall be the responsibility of the selected respondent to ensure that the adoption process and final work product meet the applicable requirements set forth by HCD and state law.

The City of West Hollywood is located within the Los Angeles basin and encompasses an area that is roughly 1.9 square miles in size. Key regional commercial, entertainment, and circulation corridors run east-west through West Hollywood, connecting it to the greater LA Region. These include Sunset Boulevard and Santa Monica Boulevard. West Hollywood' population has been stable over the past two decades, with limited vacant land available for new housing development. Almost 80% of housing stock in West Hollywood is renter-occupied and over 75% of the rental housing supply is rent-stabilized.

The current population of West Hollywood is 36,723; of those households, 75% identify as white-alone, 11% as Latino, 6% as Asian, and 4% as Black. The City has a higher concentration of residents over 65 compared to LA County and almost 60% of households in West Hollywood are single-person households. The City has a large LGBT population; gay males account for about a third of the West Hollywood's residents.

The City has extensive needs for affordable housing. Approximately 60% of the City's households earn low and moderate incomes. In addition to its robust rent stabilization program, the City relies heavily on its locally generated in-lieu and exaction fees to provide permanent affordable housing. West Hollywood's inclusionary affordable housing program plays a key role in creating additional affordability throughout the City.

### 1.3. Project Objectives

The Housing Element update shall be guided by the following objectives:

- Comply with all City and state legal and regulatory requirements
- Produce a comprehensive document that addresses current and projected housing conditions and needs in the City
- Ensure residents and stakeholders are engaged and participate in the update process to facilitate community buy-in
- Achieve milestones with adequate time for City and state oversight and review
- Effectively coordinate with other consultants and City staff

### 1.4. Scope of Work

#### **General Expectations**

The ideal consultant or consultant team will work collaboratively with staff and community stakeholders to conduct a Housing Element update process that proactively engages the community, complies with all applicable laws and regulations, and results in a state certified Housing Element that addresses the housing needs of West Hollywood. It is expected the consultant will:

- Be familiar with the state requirements and HCD guidance regarding the Housing Element, including, but not limited to, recent legal changes regarding the site inventory and fair housing
- Work with City staff to determine staff skill sets that can be utilized to offset consultant work and share in responsibilities, with the general expectation that 1-3 staff members will provide up to 2 FTE of time to this project
- Effectively utilize technical expertise related to housing
- Actively engage a variety of community stakeholders and communicate ideas effectively in various forums both in person and virtually
  - Use several platforms to engage different groups of residents and encourage public participation (use of social media, technology, and virtual meetings, particularly in the wake of COVID-19safer at home orders)
- Promote and advertise public involvement and participation with a branded public outreach effort
- Formulate realistic and creative solutions to address housing challenges in the community that comply with State law and fit into the City's General Plan and Zoning Code framework
- Ensure that the project remains on time and within the allocated budget

#### **Housing Element**

The Housing Element will be reviewed and updated to include the strategies, goals, policies, and programs the City will undertake to continue meeting housing needs in all economic brackets for those who currently live and work in the community and those who are projected to live and work in the community during the planning period of 2021-2029. The implementation of SB 375 (2007) requires that the next Housing Element be certified by the State no later than October 15, 2021.

## **City of West Hollywood Current Housing Element Goals**

H.1: Provide affordable rental housing

H.2: Maintain and enhance the quality of the housing stock and residential neighborhoods

H.3: Encourage a diverse housing stock to address the needs of all socioeconomic segments of the community

H.4: Provide for adequate opportunities for new construction of housing

H.5: Provide for a government environment that facilitates housing development and preservation

H.6: Promote equal access to housing for all

The updated Housing Element must demonstrate through adequate housing programs capacity to meet the City's Regional Housing Needs Assessment (RHNA) allocation, and any other housing needs identified in the community needs assessment presently existing or projected to exist in the community. Southern California Association of Governments (SCAG), in consultation with HCD, will develop the Draft 2020 Allocation Plan, including the City's allocation, separated into four income categories. SCAG anticipates that it will adopt the final RHNA allocation in October 2020.

In accordance with State law, the Housing Element must include:

- Community Needs Assessment: A complete analysis of the specific needs and an inventory of the resources and constraints relevant to addressing housing needs;
- An inventory of land suitable for residential development to meet the City's Regional Housing Needs Allocation;
- Identification and analysis of potential and actual government constraints;
- Identification of specific programs to implement the policies and goals; and
- Other analyses, policies, and goals required to meet community housing needs, and/or comply with applicable state law.

### **Required Tasks**

#### **Task 1. Project Administration**

##### **Task 1.1: Project Kick-Off Meeting**

Consultant will schedule a kick-off meeting with City staff to discuss project expectations regarding coordination, reporting, deliverables and all relevant project information. Staff will prepare a meeting summary with project goals, objectives and action items. Consultant will work with staff to determine staff skill sets and time availability to achieve certain tasks, as determined by staff and Consultant. A draft of the project schedule should be developed during this meeting, with the Consultant providing staff with input for staff development of this time.

##### **Task 1.2: Project Schedule Development**

Consultant will assist City staff in finalizing a project schedule within ten (10) working days and after the kick-off meeting that includes tasks and milestones for certification of the Housing Element by State HCD no later than October 15, 2021. The schedule shall:

- Identify project milestones (tasks) for both consultants and staff with time for staff review of work products throughout the project,
- Include public outreach timeline with public meetings and anticipated commission and council hearings,
- Include outreach in compliance with SB 18 and AB 52 regulations, and housing element law,
- Include anticipated environmental review timeline,
- Include timelines for response to State HCD review and State HCD certification of the Housing Element Update and city staff review times

Staff will provide a first draft of the schedule, and the Consultant will provide review and comments for a preparation of the final schedule by staff. The project schedule will be confirmed and/or modified by the City's project manager on or before the 30<sup>th</sup> day of each month during the course of the project. In the event project schedule delays are anticipated, consultant shall advise the City's project manager on the strategies to correct and mitigate.

Deliverable (s): Initial Project Schedule Draft Comments

### **Task 1.3: Project Coordination**

Consultant's project manager will meet with city staff for progress meetings every two weeks over the course of the project to review status to ensure objectives and milestones are being achieved. At the city's discretion, these meetings may be conducted as a conference call or in person at the City's offices.

## Task 2. Housing Element Amendment

### **Task 2.1: Review of Current Housing Element, progress meeting goals, and achievements**

Staff will review and evaluate the current Housing Element to determine the revisions that must be made to comply with current State law and HCD requirements and ensure certification of the completed Housing Element amendment. Staff will identify all obsolete information, tables, exhibits and illustrations. Staff will prepare an analysis of the City's progress towards meeting the identified goals, policies, and programs since the adoption of the current Housing Element in the previous cycle (2014-2021). Consultant will review staff's findings for this task. Consultant will review City's past history of utilizing local funds, regional funding and resources, and strategic governmental and non-profit partnerships to achieve housing for target populations.

### **Task 2.2: Housing Assessment & Needs Analysis**

Staff will complete a housing assessment and needs analysis pursuant to State housing law. Consultant will obtain and analyze demographic, economic, infrastructure and housing data needed to complete this task. Consultant will provide assistance with obtaining all relevant data and conducting the needs analysis in coordination with staff. Tasks 2.1 and 2.3 are dependent on this task, and will need to be conducted to determine the depth of these other tasks.

### **Task 2.3: Adequate Sites Analysis**

Staff will provide a draft of adequate sites to Consultant. Consultant will assist staff in preparing an "adequate sites analysis" showing the relationship between the City's Regional Housing Need Assessment (RHNA) allocation, and the City's dwelling unit capacity, availability of potential housing sites based on zoning, infrastructure, and General Plan policies, requirements, and limitations. If needed, the Consultant will also work with staff to identify potential zoning strategies to address need for additional housing unit capacity.

### **Task 2.4: Analysis of Housing Opportunities and Constraints**

The Consultant will identify programmatic, physical, and financial housing resources available in the City. In addition, Consultant will identify governmental and nongovernmental constraints to housing production.

This work will include review of existing city regulations, codes, and standards related to housing. Where constraints exist, the Consultant will propose strategies to address them.

**Task 2.5:**

Staff will revise the Housing Element with advice from the consultant and in compliance with State law meeting all requirements for certification by HCD before October 2021. Staff will revise maps and figures in the Housing Element. The Housing Element Update may result in inconsistency with other elements of the General Plan, and programs shall be included in the element update addressing any consistencies throughout the General Plan document. The Consultant will provide a review of two drafts, including review of content, compliance with all applicable laws, and ability to get certified.

**Task 2.6: Quantified Objectives**

Consultant shall assess all programs proposed and determine and summarize number of housing units produced if all programs proposed are fully executed/implemented within the planning period.

Task 3: Community Engagement and Public Hearings

**Task 3.1: Community Outreach Program Development**

The Consultant will propose an appropriate community outreach program that meets State HCD standards and meaningfully engages a broad array of community interests in the Housing Element update process. Consultant is expected to prepare branded outreach materials for distribution and communication/advertising purposes. Outreach must be consistent with West Hollywood's Communications and Branding Guideline Policies. The community outreach program may include a focus group consisting of internal and external stakeholders that may meet once per month for the entire project schedule. The City expects that the public outreach and engagement will include at least five (5) public meetings/workshops throughout the update process in addition to the commission and council meetings outlined below. Consultant shall submit the outreach program to the City as part of this RFP response package.

**Task 3.2: Public Hearings**

Consultant should plan to review all staff prepared staff reports, exhibits, and presentations for the Planning Commission and City Council. Consultant should also plan to attend, in total, a minimum of four (4) and maximum of eight(8) public hearings held by the Planning Commission and/or City Council.

Deliverable(s): "Community Outreach Program," and up to 8 public hearings with PC & CC

Task 4: Facilitate Review and Approval of Housing Element

**Task 4.1 Ongoing Staff Review Draft of Housing Element Amendments**

As work progresses, Staff will draft of each Housing Element section for review by the Consultant. Consultant is expected to coordinate with City staff to conduct review in reasonable time and allow for discussion of revisions for each section.

Deliverable(s): Comments on Staff Drafts in Microsoft Word Format

**Task 4.2 First Draft of Housing Element Amendments**

Consultant will work with City staff to review comments/suggestions on previous versions. Staff will incorporate revisions and prepare final drafts of the Housing Element Amendments using Microsoft Word, in the established City format, for public review and comment and will submit draft to HCD as required for review. The consultant will conduct the proper public outreach and notify interested parties and agencies.

Deliverable(s): Public Outreach and Notification of First Draft of Housing Element Amendments

**Task 4.3 Final Draft of Housing Element Amendments**

Following public review and comment period, Consultant will prepare Final Draft Housing Element Amendments in response to comments from State HCD, responsible agencies, City staff, the Planning Commission, City Council, and the public.

Deliverable(s): One (1) electronic copy in both PDF and Microsoft Word Format

#### **Task 4.4 State Certification and City Adoption**

Consultant will facilitate state review and certification of the Housing Element. Upon adoption of the Final Draft Housing Element Amendments by the City Council, the Consultant will prepare a final version of the documents for inclusion in the General Plan document.

#### **Task 4.5 Public Noticing**

Consultant will prepare and carry out the appropriate public noticing and required consultations and notifications for General Plan Amendments per local and State regulations. Consultant shall coordinate with City staff to allow for adequate review and oversight of noticing materials and activities. In addition, the consultant is expected to carry out appropriate tribal noticing and consultation in accordance with statutory timelines.

### Task 5: Environmental Analysis

#### **Task 5.1 Environmental Determination**

Consultant will conduct an initial environmental review of the project and complete an initial study checklist on the Housing Element Amendments in compliance with local requirements, California Environmental Quality Act (CEQA) requirements (Public Resources Code 21000 et. seq) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et. seq).

**Please note:** Since the level of environmental review has not yet been determined, the portion of the proposal responsive to Task 5 shall include two scopes of work: one for each of the potential levels of environmental review (Mitigated Negative Declaration or an Environmental Impact Report).

#### **Task 5.2 Draft of Environmental Analysis**

Consultant will prepare a draft environmental document in compliance with CEQA and submit for a minimum 30-day internal staff review period. After City staff provides comments on the draft document, Consultant shall update draft to incorporate comments and other technical analysis as needed.

Deliverable(s): Three (3) hard copies, one (1) electronic copy in both PDF and Microsoft Word Format

#### **Task 5.3 Environmental Noticing, Outreach and Filing**

Consultant will conduct all required outreach, noticing and filing of notices and documents for the environmental review of the Housing Element update. If necessary, Consultant shall produce the Notice of Preparation (NOP) and Notice of Scoping meeting, subject to City staff review. This includes preparing notices and mailings for SB 18 and AB 52 compliance, and completing response to comments. Consultant shall also be responsible for preparing materials for, presenting at, and attending public scoping meeting, if necessary.

Deliverable(s): One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word Format

#### **Task 5.4 Final Draft of Environmental Analysis**

Consultant will coordinate with City staff to review and consider comments/suggestions received on previous version. After City staff provides comments on the draft document, consultant shall update draft to incorporate comments and other technical analysis as needed (allowing for at least two rounds of review). Consultant will review public comments, incorporate revisions and prepare final draft of environmental document for public review and comment.



Deliverable(s): Twenty (20) hard copies, one (1) electronic copy in both PDF and Microsoft Word Format

**Task 5.5 Adoption**

As needed, Consultant shall prepare final findings of fact and statement of overriding considerations and provide to City for review prior to distribution. Prepare and submit requiring filings with State agencies and County Recorder's Offices.

Deliverable(s): One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word Format

**2. RFP INFORMATION, PROPOSAL INSTRUCTIONS AND CONDITIONS**

**1.5. RFP Information**

1.5.1. RFP Coordination and Communication

Questions about this RFP must be directed in writing via email to Alicen Bartle at [abartle@weho.org](mailto:abartle@weho.org) on or before the deadline to submit written questions as identified in Section 1.5.2 Schedule of Events. The intent behind this requirement is to ensure that the same information is available to prospective Respondents, and no inconsistent, incomplete or misinformation is communicated to any prospective Respondent. Questions should clearly identify the relevant section of the RFP related to the question being asked. Questions received after the deadline will not be answered. The City is not responsible for delayed or lost e-mail, regardless of the cause.

Written summaries of all questions and answers will be posted to the City's as identified in Section 1.5.2 Schedule of Events. Anonymity of the source of specific written questions will be maintained in the written responses

Contact with anyone else in the City related to this RFP after the City releases the RFP and throughout the evaluation period is expressly forbidden and may result in the disqualification of the prospective Respondent's proposal.

1.5.2. Tentative Schedule of Events

<b>Action</b>	<b>Date</b>
RFP Issued	May 8, 2020
Deadline for Written Questions and Comments	May 18, 2020
City Issues Responses to Written Questions and Comments	May 25, 2020
Proposals due by 5:00 p.m. PST	June 5, 2020
Committee Reviews Proposals	June, 2020
Virtual Interview of Finalists	June 2020
City Determines Finalists/Contract Development	July 2020
City Council Approval of Contract(s)	July 2020

1.5.3. RFP Amendments and Cancellation

The City reserves the right to change the RFP schedule or issue amendments to the RFP at any time. In the event the City amends the RFP, the City will extend the Proposal Due Date commensurately. The City also reserves the right to cancel or reissue the RFP.

#### 1.5.4. Proposal Evaluation Factors

The City's review process will emphasize the following criteria:

- Demonstrated understanding and ability to complete the project;
- Background and experience of the project team, including individual team members and sub-consultants assigned to various tasks;
- Project management approach, including ability to incorporate one FTE of City staff;
- Response to all components of the RFP;
- Proven track record for completing similar projects on time and within the budget; and
- Cost

Submittals will be evaluated by a review panel consisting of City staff. The City will provide the answers to any questions submitted by an interested party, pursuant to the schedule below, to all parties that have indicated interest in the RFP. After the closing date, the City shall hold remote interviews and select a firm; after which a negotiated contract will be presented to the City Council for approval. Work will commence as soon as the contract is approved.

### 1.6. Proposal Information

#### 1.6.1. Proposal Due Date

Proposal close date is 5:00 p.m. Pacific Standard Time on May 5, 2020. The City will not be responsible for late mail deliveries, and no proposals will be accepted if received after the time stipulated in the RFP. Modifications or corrections received after May 5, 2020 will be rejected. Corrections or modifications to proposals submitted after the deadline will not be considered, unless specifically requested by the City for purposes of clarifying the proposal.

#### 1.6.2. Proposal Submission

Firms wishing to be considered responsive to this RFP, must submit one (1) electronic PDF copy of their proposal sent electronically no later than June 5, 2020 at 5:00pm via the PlanetBids submittal portal.

#### 1.6.3. Specifications for Submittal

Respondents shall provide their understanding of the project, identify proposed team members, and explain the responsibilities of each team member, including who will be the project manager (if the project manager will be different for different tasks/phases of the project, please specify). Proposals should include sufficient detail to allow a thorough evaluation and comparative analysis of all members on the team.

For every member of the proposed team that is to work on the project, including any subconsultants or other experts that the team proposes to engage for the project, provide a statement of qualifications including, at a minimum, the following information organized into sections:

**A. Format**

- Please submit one cover letter and the submittal packet formatted to standard letter-sized paper as an electronic PDF copy (submitted electronically via PlanetBids)

**B. Work Proposal**

- Provide a detailed proposal for completing each milestone of the work as described, including the following:
  - Synopsis of the project based on the description and your team's experience working on General Plan element updates, with the City of West Hollywood or other cities in the Greater Los Angeles region or SCAG (Southern California Association of Governments) region.
  - Detailed step-by-step break down of tasks with responsible person, anticipated time to complete, cost estimates, and deliverables.
- Estimated/proposed timeline for the entire project.
  - Provide a flow chart depicting overall project schedule, milestones, community meetings, commission hearings, and city council hearings.
    - Identify focus of each meeting, personnel who will be in attendance, and expected cost.
- List and description of all final products

**C. Project Team**

- Indicate whether the project team is a group of individuals or a firm(s).
- Identify the key staff person responsible for general project management for each phase of the project.
- Identify the key staff person responsible for management of the CEQA compliance functions.
- All project team member names, resumes and professional titles including all professional credentials and degrees, names and addresses of institutions that granted the credentials and degrees and dates they were granted.
- Describe the specific responsibility each team member will have to the project.
- If respondent is a firm, describe how the firm is organized and how resources will be utilized for this project.
- Describe current workload for each team member.

**D. Experience on Similar Work**

- Detail previous experience updating, amending General Plan elements (especially Housing Elements) or similar activities.
- Detail previous experience preparing CEQA documentation, including but not limited to documentation for Housing Element updates
- Indicate how the team's experience relates to the Project Description.

**E. Public Outreach**

- Detail previous experience working with the public, commissioners, and decisionmakers.
- Describe examples of public outreach efforts used in past projects.
- Provide an overview of the public outreach strategy to be utilized for this project, including outreach platforms and activities.
- Provide, if available, examples of previous outreach campaigns for similar projects.

F. Work Product Examples

- Include as an appendix, relevant examples of completed work products for each member of the consultant team and all sub-consultants or other experts that the team intends to engage on this project. Work samples will be returned if requested.
  - Specifically, provide work samples related to the use of infographics and communication/outreach tools.

G. References

- List five public sector clients including three of the most recent and relevant and with whom similar, comparable services have been performed. Provide name, mailing address, and telephone number of the principal contact. If there are multiple firms included in the proposal, include five references for each firm.
- Provide a brief description of the service provided and the dates of the work provided.

H. Fee Schedule

- Please submit a schedule showing estimated costs for each milestone of the project, and hourly billing rates for all members of the team. This schedule shall include a 10% contingency billing amount of the overall cost for each milestone to accommodate any unanticipated activities or time necessary to achieve the milestone.

I. Exceptions, RFP, Contract & Insurance

- Identify any exceptions the vendor takes to the City's RFP, or declare that there are no exceptions taken to the RFP.
- The City maintains various policies related to contractual service providers. Among these is an anti-discrimination, a living wage, and equal benefits policy. In submitting proposals, indicate whether or not the responder is prepared to comply with City ordinances and policies.
- Affirm that the respondent has reviewed the City's Professional Services Agreement and list any proposed changes to the boiler plate contract language. Proposed changes will not have any influence on the evaluation of the proposal, but will speed up the process contracting process.
- **Changes to Contract**
  - No changes to standard contract are required or requested
- For the duration of the contract, Consultant shall procure and maintain insurance as described in the City's Professional Services Contract. The cost of such insurance shall be borne by the Respondent. Indicate whether the responder is prepared to meet these requirements
- Certificate of insurance showing evidence that the responder's insurance coverage meets or exceeds the City's Insurance provisions in its Professional Services Contract

**Please note:** any substitution of key personnel during the project shall require the prior approval of the City and submittal of the above information for the proposed new team members for City review.

## 1.7. Proposal Conditions

### 1.7.1. Inclusion of Proposal

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

### 1.7.2. Right to Purchase From Any Source

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

### 1.7.3. 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 proposals are deemed equal, the City reserves the right to make the award to one of the two Respondents.

### 1.7.4. Withdrawal of Proposals

Proposals may be withdrawn any time before the Proposal Due Date provided notification is received in writing. Proposals cannot be changed or withdrawn after the Proposal Due Date.

### 1.7.5. Proposal Validity Period

Submission of a proposal will signify the proposer's agreement that the proposal is valid for 180 days from the Proposal Due Date. Proposals should stipulate the expiration date of their quoted proposal.

### 1.7.6. Firm Prices

It is the City's policy is to obtain goods and services of the highest quality for the lowest cost from the most qualified vendor. Prices quoted shall be firm prices and not subject to increase during the term of any contractual agreement arising between the City and Vendor as a result of said proposal, unless explicitly stated. Quoted prices must include any applicable federal or state tax.

### 1.7.7. Expenses of Proposal Preparation

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

### 1.7.8. Public Records and Rights to Submitted Materials

All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the 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. Respondents 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.

#### 1.7.9.No Collusion

By submitting a proposal, the prospective Respondent certifies that its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process. The proposal will be used to determine the prospective Respondent's capability of rendering the services to be provided.

CITY OF WEST HOLLYWOOD

AGREEMENT FOR PROFESSIONAL SERVICES

**ATTACHMENT A – PROFESSIONAL SERVICES CONTRACT**

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**

- A. The CITY proposes to contract for professional 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:
  - A) **SERVICES.** The CONTRACTOR shall perform those services set forth in “Exhibit A,” which is attached hereto and incorporated herein by reference.
  - B) **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.
  - C) **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.
  - D) **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.
  - E) **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.

## AGREEMENT FOR PROFESSIONAL SERVICES

- 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.
- 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.

F) **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.

- G) **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all



**AGREEMENT FOR PROFESSIONAL SERVICES**

other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. 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 but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- City means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

**H) 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:
  - a) **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.

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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."

- b) **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.
  - c) **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.
  - d) **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.
- 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.
- a) "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."

**AGREEMENT FOR PROFESSIONAL SERVICES**

- b) 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.
  - c) 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.
  - d) 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.
  - e) 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.
  - f) 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.
  - g) 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.
  - h) 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 CONTRACTOR (as the named insured) should CONTRACTOR 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. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so

**AGREEMENT FOR PROFESSIONAL SERVICES**

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 CONTRACTOR 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.
- I) **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.
- J) **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

AGREEMENT FOR PROFESSIONAL SERVICES

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.
- K) **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.
- L) **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.
- M) **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.
- N) **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

AGREEMENT FOR PROFESSIONAL SERVICES

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.

- O) **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
- P) **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.
- Q) **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.
- R) **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.
- S) **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: \_\_\_\_\_

AGREEMENT FOR PROFESSIONAL SERVICES

CONTRACTOR:

Organization Name

Street Address, City State ZIP

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

- T) **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
- U) **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.
- V) **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.
- W) **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.
- X) **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.

AGREEMENT FOR PROFESSIONAL SERVICES

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



**CITY OF WEST HOLLYWOOD**

**AGREEMENT FOR SERVICES**

**Exhibit A**

**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".

Certificate of Exemption from  
Workers' Compensation Insurance

*TO:* City of West Hollywood

*SUBJECT:* Sole Proprietor/Partnership/Closely Held Corporation  
with No Employees

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

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

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

Contractor Signature \_\_\_\_\_

Printed Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_