



**REQUEST FOR PROPOSALS  
FOR  
CONSULTING SERVICES FOR  
ENTERPRISE RESOURCE PLANNING (ERP)  
PROJECT PLANNING AND RFP DEVELOPMENT**

**ISSUED BY:**

DEPARTMENT OF FINANCE AND TECHNOLOGY SERVICES

CITY OF WEST HOLLYWOOD  
8300 SANTA MONICA BOULEVARD  
WEST HOLLYWOOD, CA 90069

LORENA QUIJANO, DIRECTOR OF FINANCE  
AND TECHNOLOGY SERVICES

**RESPONSES DUE:**

**MONDAY, March 18, 2022**

**AT 5:00 P.M.**



REQUEST FOR PROPOSAL

**CONSULTING SERVICES FOR  
ENTERPRISE RESOURCE PLANNING (ERP)  
PROJECT PLANNING AND RFP DEVELOPMENT  
IN THE CITY OF WEST HOLLYWOOD**

NOTICE IS HEREBY GIVEN that the City of West Hollywood is requesting proposals for Consulting Services for Enterprise Resource Planning (ERP) Project Planning And RFP Development according to specifications set forth in this Request for Proposals (RFP). The request for proposal submissions will be reviewed to evaluate proposers on who can best address the City's needs. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected consultant. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

**The Procurement Schedule is as Follows:**

- February 14, 2022 Request for Proposal released
- February 25, 2022 Deadline for Requests for Clarification – 5:00 p.m.
- March 18, 2022 Deadline for Proposal Submission – 5:00 p.m.

**Instructions**

For a full copy of the RFP, please see the City's website at [www.weho.org/notices](http://www.weho.org/notices) or contact Beth Rosen, City of West Hollywood, Department of Finance and Information Technology Services, 8300 Santa Monica Boulevard, West Hollywood, California 90069 phone 323-848-6539 or send an email to Beth Rosen at [brosen@weho.org](mailto:brosen@weho.org). It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP.

Proposals must address the requirements of the RFP in the exact order set forth in the RFP.

Proposals must be submitted by email to [finadmin@weho.org](mailto:finadmin@weho.org).

For any questions regarding this RFP, please call or email Beth Rosen at 323-848-6539 or [brosen@weho.org](mailto:brosen@weho.org).

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## 1. INTRODUCTION

### 1.1. PURPOSE

The City of West Hollywood (City) is soliciting proposals for Consulting Services for Enterprise Resource Planning (ERP) Project Planning and RFP Development. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter “Consultant(s)”), that meet the requirements set forth in this Request for Proposals (hereinafter “RFP”) and can provide the services requested are encouraged to participate.

### 1.2. CITY BACKGROUND

With a population of over 34,000 residents and 22,511 residential units in a land area of 1.9 square miles, West Hollywood is a dense, urban community surrounded by the cities of Los Angeles and Beverly Hills.

The City operates as a “contract city,” using private firms and other governmental agencies to provide some of the traditional municipal services to the community. The City provides general governmental services, such as planning, public works, rent stabilization, parking, and recreation services. The County of Los Angeles continues to provide library services and fire services, independent of the City. Law enforcement services are provided by contract with the Los Angeles County Sheriff’s Department and are administered by the City’s Public Safety Department.

The City of West Hollywood has proclaimed a local emergency due to coronavirus (COVID-19). Los Angeles County Department of Public Health (Public Health), California Department of Public Health (CDPH), and the Centers for Disease Control and Prevention (CDC) serve as the lead agencies. To safeguard public health, West Hollywood City Hall and many public facilities remain closed to the public. However, some City Staff are working 50% remotely and 50% onsite adhering to State and County guidelines regarding social distancing. When onsite, Staff is available to the public by appointment; when working remotely, Staff is available by phone, email and video chat. As such, City government is fully up-and-running in a virtual environment at full capacity.

### 1.3. MINIMUM EXPERIENCE AND QUALIFICATIONS

- A consulting company must have a minimum of five years’ prior experience in developing RFPs for public sector ERP systems.
- A consulting company must be 100% independent, defined as receiving no fees or commissions from any manufacturer, vendor or organization that could potentially be considered for the city as a qualified provider of hardware or software.

### 1.4. RFP AND AWARD SCHEDULE

Distribution of bid document (RFP)	February 14, 2022
Deadline to submit questions	February 25, 2022
City response to questions	March 4, 2022
Proposal due date	March 18, 2022
Proposal evaluation	March 21 – April 8, 2022
Interviews with Short-List Proposers	April 15, 2022

City Council approval of contract	May 9, 2022
Contract start date	May 9, 2022

## 1.5. RFP INSTRUCTIONS

### 1.5.1. Access to RFP

Upon request, the RFP will be delivered from the City by downloading the PDF from our website <http://www.weho.org/notices>.

### 1.5.2. Local Business, Small Business, Minority and Women Owned Business.

The City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.

### 1.5.3. RFP Amendments

The City reserves the right to change the RFP schedule or issue clarifications and/or 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. Clarifications and amendments will be posted to our website <http://www.weho.org/notices>. It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP.

### 1.5.4. RFP Coordination and Communication

The City's principal contact for this proposal will be **Beth Rosen, Information Technology Management Analyst**, (323) 848-6539, [brosen@weho.org](mailto:brosen@weho.org), 8300 Santa Monica Blvd., West Hollywood, CA 90069. Proposers **may not contact** any City of West Hollywood official, employee, vendor or customer to gather information about this RFP.

**Solicitation with other City of West Hollywood official, employee, vendor or customer regarding this RFP is expressly prohibited without prior consent and may result in disqualification.**

### 1.5.5. Submitting Requests for Clarifications, Changes and Exceptions

All requests for clarifications, changes, exceptions or deviations to the Scope of Services OR terms and conditions of the sample contract set forth in this RFP must be submitted to [finadmin@weho.org](mailto:finadmin@weho.org) by the deadline listed in section 1.4. Please number each question. Please include only one question for each number.

The City will respond to all written questions by posting a listing of the questions received and the City response to each question on our website <http://www.weho.org/notices> by the deadline listed in section 1.4. Prior to final submission of proposals, all prospective, Proposers are required to acknowledge the addendum(s) posted online as part of the electronic proposal process. It is the sole responsibility of each proposer to access the electronic proposal to access all needed information. Should the proposer have difficulty doing so, it is their sole responsibility to notify the City in a timely manner. The City will not accept any requests for consideration of deviations, exceptions, changes or clarifications after the time and date specified above.

## 2. PROJECT INFORMATION

## 2.1. CURRENT SYSTEMS

The City acquired the Tyler Technology Eden System in 2004 and has remained on the latest version of the software and implemented other Tyler products that meet the City's business requirements.

Current Tyler Technology Eden System provides

- Finance Capabilities (i.e., General Ledger, Budget, Capital Project, Fixed Assets, Grant Accounting, Accounts Receivable, Cashiering, Requisitions, Purchasing, Contract & Insurance Management, Project Accounting, Accounts Payable, General Financial Reporting)
- Human Resources Capabilities (i.e., Personnel, Position Budgeting Payroll, Benefits, Open Enrollment)
- Self-Service Capabilities for Employees and Constituents, Businesses, Vendors and Clients
- System Integration Services (i.e., integration to SaaS products that include Electronic Timesheets, Insurance Certificate Tracking, Budget to Actual Reporting, Budget Development, Applicant Tracking, and Contract and Check register data portals.)

This project will replace our current Tyler Technologies - Eden system with an ERP system that integrates our finance, budget, human resources, payroll and procurement functions. Our current ERP system is considered a legacy software solution, and seems to be nearing end of life. We anticipate in the not-too-distant future support for this product will terminate. This RFP is to assist the City to find an ERP system that provide the same functionality of our current system and addresses any current business challenges to help us support best practices our business processes. The ERP system will streamline routine operations by eliminating redundant tasks, streamlining workflow and reducing or better integrating disparate sources of data that will ensure a higher level of accuracy. The ERP system should empower City operations by providing the right type of analytical information to enable informed decisions at all levels citywide.

## 2.2. PROJECT TEAM

The City has established a team to assist in all phases of this project. The team members have been and will continue its involvement through its conclusion including defining system requirements, preparing this RFP, vendor selection, implementation, and training. The twelve-team members reflect a cross section of mid and high-level employees from Finance Administration, General Accounting (Payroll, Accounts Payable, Accounting, Fixed Assets), Revenue Management (Accounts Receivable, Grant Accounting, Cashiering), City Clerk (Contract Management, Risk & Insurance), Human Resources and Information Technology.

## 2.3. PROJECT RESOURCES

The City shall provide the consultant with all relevant documentation in its possession as necessary to facilitate performance of the services as follows:

- In 2004, the City developed an RFP for an Integrated Municipal Finance and Human Resources System which included Functional Requirements, Technical/Infrastructure Requirements and ERP Project Requirements like Data Conversion, Training and Acceptance Testing requirements. This document is available
- In 2022, the City updated its 5-year IT strategic plan to better develop and articulate a vision for the effective use of technology to support the work of the City. The City is focused improving the balance between demand for more and better technology, innovation, security, and available IT resources, capital, and operating funds.

## 2.4. PROJECT OBJECTIVES

The City plans to implement an industry standard, commercial-off-the-shelf modular software solution that is configurable by the City staff and requires few, if any, modifications to the software to meet the City's needs.

The City will choose the best functional fit to meet its needs. The City understands that no one vendor may be able to provide the optimal solution. Consequently, the City is soliciting and will evaluate solutions that provide one or more components of the solution. These solutions will be evaluated based on their ability to meet the City's functional requirements and share data between other components as needed to meet the City's objectives as outlined below.

- Operate within a modern digital government architecture
- Automate and integrate functions currently requiring manual intervention
- Automate manual processes to reduce staff workloads
- Easily configure workflows and multi-layered financial transaction approvals
- Reduce/eliminate redundant data entry
- Provide improved data analysis and reporting through easy for average users to use, customizable reporting tools and modern analytical toolsets
- Provide citizen self-service capabilities for Online Payments for both ERP created Accounts Receivable invoices and invoices created by other workflows and systems
- Have a fully integrated Electronic Document Management System for file scanning, storage, electronic forms processing, and workflow
- Encourage new process development.

The City is looking to establish a long-term relationship with an ERP vendor. As such, the City is looking for a vendor whose primary business is in the Public Sector and has a proven track record of:

- Financial stability
- Successfully implementing its system with similar sized cities to West Hollywood
- Successfully implementing its system in California, with at least three (3) deployments in the last five (5) years
- Sustained history of significant re-investment in its software to keep it modern in terms of functionality and platform.

## 3. PROPOSAL

### 3.1. PROPOSAL CONTENTS

All proposals must include the following materials, in this order, demonstrating the applicant's ability to satisfy each of the proposal evaluation criteria.

#### Section A: Cover Letter

Submit a copy of the cover letter on your letterhead signed by the responsible official in your organization, certifying the accuracy of all information in your proposal, and certifying that your proposal will remain valid for a period of at least one hundred twenty (120) calendar days from the date of proposal due date. It should also include the names of individuals within the company to contact for technical, pricing, and contractual questions.

#### Section B: Consultant Information

**B.1 Firm's Qualifications**— Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

**B.2 Experience and References**— Provide a summary of your firm's experience in providing these or similar services. In an Excel format, provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred. Also, in an Excel format, please explicitly include a list of the last three years of ERP vendor procurement projects and the winning ERP vendors of each. If one vendor/solution is consistently winning, please explain why.

**B.3 Qualification of Consulting Team** — Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant's and sub-contractor's assigned task(s) and experience. Full resumes may be included in an Appendix.

**B.4 Terminated Contracts** — Provide the name, location, and dates of any contracts that have been terminated prior to the expiration date within the last five years.

**B.5 Pending Litigation** — Provide a statement of whether the company is involved in any current or pending litigation, and if so, the name of the lawsuit, the court in which the lawsuit is pending, the case number, and a brief description of the company's course of action.

**B.6 Financial Stability** — Provide a statement of income, a balance sheet, and a statement of changes in financial position, including notes thereto, prepared by an independent Certified Public Accountant. The financial statements should be as of the period ending on the last day or your most completed fiscal year or the preceding year. All financial information should be marked Confidential.

## C. Project Plan

**C.1 Project Understanding** — Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project.

**C.2 Project Plan** — Provide a detailed discussion of your firm's approach to the successful preparation of an RFP for a new ERP system that might include:

- a) developing functional, data and API requirements
- b) preparing an RFP for thorough comparison of all qualified bidders



- c) preparing a vendor analysis and bidders list so that the top 5 ERP local government vendors receive notice of the RFP
- d) leading the software selection process including coordinating software demonstrations
- e) identifying software, hardware, deployment, data, and cost gaps and considerations
- f) identifying new software and functionality not available in the current ERP system that will support best practices and streamline routine operations
- g) participating in contract negotiations with selected vendors to ensure performance-based contract and identify potential functional gaps to mitigate risks and issues

Include thorough discussions of methodologies you believe are essential to accomplishing this project. Describe what is critical to project success. Explain what differentiates your approach from others. Explain methodologies for business process and organizational change. Specifically, indicate what you believe is the appropriate timing for both high-level and detailed business process reengineering and organizational redesign.

**C.3 Project Deliverables** — Provide project documents necessary to support a project of this size, including:

- A. **Project plan**, communication plans, executive status reports, issues list, etc.
- B. **ERP Vendor Analysis**, including an assessment of new technologies and approaches by ERP vendors given the significant industry consolidation over the past couple of decades
- C. **Functional Requirements** detailing the functional, technology, data requirements, business process workflow and integration needed for the new ERP system
- D. **Organizational Readiness**, provide a high-level roadmap for the business process, workflow and organizational changes required for the ERP implementation to be successful including identifying ERP off-the-shelf functionality, once implemented, that will provide improve the efficiency and workflow
- E. Work with City staff to create and publish an **RFP** for ERP software and implementation services
- F. **Evaluation** and recommendation of vendor proposals for the new ERP software and implementation. Assist with development of short-list, reference checks and site visits, as needed
- G. Assist with ERP vendor **contract(s)** negotiated with the best interests of the City and all needs including Licensing, Maintenance & Support, Implementation

**C.4 Project Schedule** — Include a proposed work schedule to accomplish all the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-consultants and sub-contractors and internal city resources. List any necessary equipment, training or installation services required.

#### D. Cost Proposal

Provide a total cost proposal for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. A fixed-fee contract based on completion of deliverables is required. Include a schedule of hourly rates for all proposed staff and an estimate of the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the City. Clearly describe any deviation from what is listed in your Project Plan (Section 3.1) based on the Project Information (Section 2) that would significantly affect costs. Separate the cost of any proposed/optional services from the cost of services requested.

Not-to-Exceed pricing is required in all areas, including travel.

## E. Response Forms

**E.1 Proposer's Certification** — Should be executed by an official(s) legally authorized to bind the Consultant which states that the proposal is valid for one hundred and twenty (120) days and firm's attestation that a conflict of interest as outlined in the attached sample contract (**Attachment X**) does not exist.

**E.2 W9** — Provide firm's current w9 Request for Taxpayer Identification Number

**E.3 Evidence of Insurance** — Provide firm's current evidence of insurance. Indicate firm's ability and agreement to fulfill the indemnification and insurance requirements of this RFP, as outlined in the attached sample contract (**Attachment X**).

**E.4 Contract Exceptions** — Provide a statement that Sample Contract (**Attachment**) has been reviewed and indicate whether any changes to the boiler plate contract language are being requested. Only minor changes, primarily for clarification, will be considered. Example responses include:

- "No Changes to the standard contract are required or requested."
- "Our Legal Department has revised the agreement and has requested the following change to section 8.2.1, line 4-5 as follows...."

The proposed changes will be reviewed and approved by the City Attorney's Office and Risk Management Officer prior to signing the contract documents. Leaving this section blank will indicate that there are **no** requested contract language changes.

## 3.2. PROPOSAL SUBMITTAL INSTRUCTIONS

The proposal must address all requirements and include all supporting materials outlined in the RFP by **March 18, 2022**. Proposals must be submitted by email to [finadmin@weho.org](mailto:finadmin@weho.org).

## 3.3. PROPOSAL EVALUATION

An evaluation committee will determine which proposals are responsive to the City's requirements and needs. The technical portions of responsive proposals will be evaluated and ranked by a selection panel that may consist of personnel from the City and from other agencies. The selection may be based solely on the written proposals submitted.

Section A: Cover Letter	10
Section B: Consultant Information B.1: Firm's Qualifications B.2: Experience and References B.3: Qualification of Consulting Team B.4: Terminated Contracts B.5 Pending Litigation. B.6 Financial	25
C. Project Plan C.1 Project Understanding C.2 Project Plan C.3 Project Deliverables C.2 Project Schedule	30

D. Cost	20
E. Response Forms	15
E.1 Proposer's Certification & Absence of Conflict of Interest E.2 W9 E.3 Evidence of Insurance E.4 Contract Exceptions	
<b>Total Possible Points</b>	100

The firms with proposals deemed responsive will be invited to a meeting to provide additional clarification on the content of their proposal. The City reserves the right to invite all the PROPOSERS for an oral clarification OR up to three (3) of the top ranked firms, based on the initial written proposal review. The meeting will not alter the selection criteria but will be used to clarify content of the proposal.

### 3.4. PROPOSAL CONDITIONS

#### 3.4.1. Inclusion of Proposal

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

#### 3.4.2. 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.

#### 3.4.3. Right to Reject Any or All Proposals

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

#### 3.4.4. Withdrawal of Proposals

Proposals may be withdrawn any time before the Proposal Due Date specified in section 1.4 provided notification is received in writing. Proposals cannot be changed or withdrawn after the Proposal Due Date specified in section 1.4.

#### 3.4.5. Proposal Validity Period

Submission of a proposal will signify the vendor's agreement that the proposal is valid for 120 days from the Proposal Due Date specified in section 1.4.

#### 3.4.6. Firm Prices

It is the City's policy to obtain goods and services of the highest quality for the lowest cost from the most qualified vendor. Prices quoted by Proposers shall be firm prices and not subject to increase during the term of any contractual agreement arising between the City and Consultant as a result of said proposal. Proposers are to stipulate the expiration date of their quoted proposal.

#### 3.4.7. 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.

#### **3.4.8. 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 Proposer 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. Proposers 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.

#### **3.4.9. 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.

### E.1 Response Forms: Proposer's Certification.

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City of West Hollywood ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I represent and warrant that I have/my firm has the qualifications, skills and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations and warranties regarding its skills, qualifications and licenses. I shall perform such Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The City maintains various policies related to contractual service providers. Among these are an anti-discrimination, a living wage, and equal benefits policy. In submitting proposals, Proposers must indicate that they are prepared to comply with City ordinances and policies. Please ensure that this Certification is initialed and included as part of your proposal. Any proposal received without this certification will not be considered.

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

Initial: \_\_\_\_\_

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

Initial: \_\_\_\_\_

3. By submission of this proposal, the Proposer agrees to abide by the provisions of the West Hollywood Equal Benefits Ordinance. The Proposer agrees 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.

Initial: \_\_\_\_\_

4. By submission of this proposal, the Proposer affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement.

Initial: \_\_\_\_\_

I certify that I have no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of these services and I receive no fees or commissions from any manufacturer, vendor or organization that could potentially be considered for the City as a qualified provider of hardware or ERP

software. I shall not knowingly obtain such an interest or incur such an obligation, nor shall I employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I am official authorized to submit this proposal, which shall remain valid for at least one hundred twenty (120) days

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NAME OF FIRM

---

SIGNATURE

---

SIGNOR'S NAME & TITLE

### Contact Information

Management person responsible for direct contact with the City and services required for this Request for Proposal (RFP):

Name	Title:
Telephone#:	FAX:
Email:	

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

Name	Title:
Telephone#:	FAX:
Email:	

## E.2 Response Forms W9

Please provide a signed [W9](#)

Form <b style="font-size: 1.5em;">W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 5px 0 0 20px;">▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.																																																																			
Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                         <input type="checkbox"/> C Corporation                         <input type="checkbox"/> S Corporation                         <input type="checkbox"/> Partnership                         <input type="checkbox"/> Trust/estate                 </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____                 </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____                 </p>																																																																				
		<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>																																																																			
<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>		<p>Requester's name and address (optional)</p> <hr/>																																																																			
<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																																																					
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<p><b>Part II Certification</b></p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																																																																					
<p><b>Sign Here</b></p>	<p>Signature of U.S. person ▶</p>	<p>Date ▶</p>																																																																			
<p><b>General Instructions</b></p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.</p> <p><b>Purpose of Form</b></p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"> <li>Form 1099-INT (interest earned or paid)</li> <li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>Form 1099-S (proceeds from real estate transactions)</li> <li>Form 1099-K (merchant card and third party network transactions)</li> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>Form 1099-C (canceled debt)</li> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i>, later.</p>																																																																					
Cat. No. 10231X		Form <b>W-9</b> (Rev. 10-2018)																																																																			



### E.3 Response Forms Evidence of Insurance

Please provide your current Certificate of Insurance. The City is using EXIGIS Risk Management Services at support@exigis.com or 800-430-1589 to review contract insurance compliance. If selected to proceed, we will upload your certificate to [Exigis](#) and we will work with our Risk Team to have your insurance documents reviewed for compliance with our contract requirements.

I do not have any employees whose employment requires me to carry workers' compensation insurance. Initial: \_\_\_\_\_

**ACORD CERTIFICATE OF PROPERTY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

**PRODUCER:** CONTACT NAME: \_\_\_\_\_ FAX: \_\_\_\_\_  
 PHONE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 POLICIES: \_\_\_\_\_  
 CUSTOMER ID #: \_\_\_\_\_

**INSURED:** INSURER(S) AFFORDING COVERAGE: \_\_\_\_\_ NAIC # \_\_\_\_\_  
 INSURER A: \_\_\_\_\_  
 INSURER B: \_\_\_\_\_  
 INSURER C: \_\_\_\_\_  
 INSURER D: \_\_\_\_\_  
 INSURER E: \_\_\_\_\_  
 INSURER F: \_\_\_\_\_

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

LOCATION OF PROPERTY / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
PROPERTY	CAUSERS OF LOSS	POLICY NUMBER			BUILDING	\$	
						DEDUCTIBLES	\$
	BASIC					REBUILDING	\$
						CONTENTS	\$
	SPECIAL						\$
	EARTHQUAKE						\$
	TORNADO						\$
	FLOOD						\$
							\$
							\$
		\$					
MARINE	TYPE OF POLICY	POLICY NUMBER				\$	
						\$	
SAUSERS OF LOSS	POLICY NUMBER					\$	
						\$	
OTHER	TYPE OF POLICY					\$	
						\$	
BOILER & MACHINERY / EQUIPMENT BREAKDOWN						\$	
						\$	
						\$	

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER:** \_\_\_\_\_

**CANCELLATION:** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

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Done All



### E.4 Response Forms Contract Exceptions

Proposer has reviewed the sample contract (**Attachment X**) and has indicated whether any changes to the boiler plate contract language, including insurance and indemnification, are being requested. Only minor changes, primarily for clarification, will be considered. Forms left blank will be considered a response of “No change to the standard contract or requested.”

Example responses include:

- “No Changes to the standard contract are required or requested.”
- “Our Legal Department has revised the agreement and has requested the following change to section 8.2.1, line 4-5 as follows

Paragraph#	Line#	Requested Change.

# ATTACHMENT A: SAMPLE CONTRACT

**CITY OF WEST HOLLYWOOD**  
**AGREEMENT FOR PROFESSIONAL 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**

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

- 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
- 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20\_\_ unless extended in writing in advance by both parties.
- 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$\_\_\_\_\_ for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
- 5. **CONTRACT ADMINISTRATION.**
  - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, \_\_\_\_\_ shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
  - 5.2. **Manager-in-Charge.** For the CONTRACTOR, \_\_\_\_\_ 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

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR PROFESSIONAL SERVICES**

CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

**6. TERMINATION.**

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

- 7. **INDEMNIFICATION.** Contractor shall indemnify 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 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

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR PROFESSIONAL SERVICES**

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.

**8. INSURANCE REQUIREMENTS.**

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

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

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

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- 8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.1.4. **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.
- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

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- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the 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 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.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall

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provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the



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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.

- 10.4. **Code of Ethics.** CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit E.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

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16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

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

CONTRACTOR:  
Organization Name  
Street Address, City State ZIP

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

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.

**CITY OF WEST HOLLYWOOD  
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21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**CITY OF WEST HOLLYWOOD  
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:

\_\_\_\_\_  
Melissa Crowder, 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".

**CITY OF WEST HOLLYWOOD  
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**Exhibit B**

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

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

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

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

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

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

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

Date \_\_\_\_\_

## CITY OF WEST HOLLYWOOD CODE OF ETHICS FOR CONTRACTORS

The purpose of this Code of Ethics (“Code of Ethics”) is to define the ethical standards for CONTRACTORS providing services to the CITY of West Hollywood. This Code of Ethics consists of policies and implementing rules intended to advance the CITY’s goals of providing professional services to the public. All CONTRACTORS hired by the CITY shall pledge in writing to abide by the CITY’s Code of Ethics.

### Policy 1. CONTRACTORS shall be committed to the CITY.

#### **Rules:**

1.1 CONTRACTOR will serve the CITY with integrity, competence, independence, objectivity, and professionalism.

1.2 CONTRACTOR will mutually establish with the CITY realistic expectations of the benefits and the results of the services.

1.3 CONTRACTOR will only accept assignments for which CONTRACTOR possesses the requisite experience and competence to perform and will only assign staff or engage colleagues with the knowledge and expertise needed to serve the CITY effectively.

1.4 Before accepting any engagement, CONTRACTOR will ensure that CONTRACTOR has worked with the CITY to establish a mutual understanding of the objectives, scope, work plan, and fee arrangements.

1.5 CONTRACTOR will treat appropriately all confidential CITY information that is not public knowledge, take reasonable steps to prevent it from access by unauthorized people, and will not take advantage of proprietary or privileged information, either for use by CONTRACTOR or any third party, without the CITY’s express written permission.

1.6 CONTRACTOR will avoid conflicts of interest or the appearance of such and will immediately disclose to the CITY circumstances or interests that CONTRACTOR believe may influence the judgment or objectivity of CONTRACTOR.

1.7 CONTRACTOR will offer to withdraw from a consulting assignment when CONTRACTOR believes the objectivity or integrity of the CONTRACTOR may be impaired.

**CITY OF WEST HOLLYWOOD  
CODE OF ETHICS FOR CONTRACTORS**

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

**Rules:**

2.1 CONTRACTOR will agree in advance with the CITY on the basis for fees and expenses and will charge fees that are reasonable and commensurate with the services delivered and the responsibility accepted.

2.2 CONTRACTOR will not accept commissions, remuneration, or other benefits from a third party in connection with the recommendations to the CITY and will disclosure in advance any financial interests that form any part of recommendations to the CITY.

Policy 3. CONTRACTORS shall be committed to the public and the profession.

**Rules:**

3.1 CONTRACTOR will report to the CITY Manager any violation of this Code of Ethics, dangerous behavior, or illegal activities witnessed by the CONTRACTOR during the performance of the services for the CITY.

3.2 CONTRACTOR will respect the rights of consulting colleagues and consulting firms and will not use their proprietary information or methodologies without permission.

3.3 CONTRACTOR will represent the profession with integrity and professionalism in relations with clients, colleagues, and the general public.

3.4 CONTRACTOR will not advertise services in a deceptive manner or misrepresent or denigrate individual consulting practitioners, consulting firms, or the consulting profession.

3.5 CONTRACTOR will promote adherence to the Code of Ethics by other member CONTRACTORS working on CONTRACTOR's behalf.

Approved by City Council Minute Order on February 3, 2020