

REQUEST FOR PROPOSALS

City of West Hollywood

Farmers' Market Management and Operations

February 24, 2022



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1. THE CITY OF WEST HOLLYWOOD

1.1 Introduction

The City of West Hollywood, hereinafter referred to as the "City," is soliciting proposals from qualified consultants to manage the City of West Hollywood's Helen Albert Certified Farmers' Market, referred to as the "Market". The service and performance requirements are further described in the Scope of Services.

1.2 Background

With a population of over 36,000 residents and 25,034 residential units in a land area of 1.9 square miles, West Hollywood is a dense, urban community surrounded by the cities of Los Angeles and Beverly Hills. In a recent community study, 90% of the survey respondents rated the quality of life in West Hollywood as excellent or good. 47% of the population falls within the age range of 25-45 years old, and the population of children under 5 years of age is increasing. Park and Recreation programs were rated as one of the top five most important social services identified in the community study. The percentage of households making \$75,000 or more has increased from 22% in 2000 to 36% in 2010. Russian speaking residents account for 4% of the West Hollywood population, and while not a requirement of the evaluation process for the RFP, it may be beneficial to the successful proposer to have staff fluent in the Russian language. Forty-six percent of the population identify as either gay male, lesbian or bi-sexual. The City of West Hollywood is home to a diverse community and prides itself on providing social services that meet as many needs as possible.

The City of West Hollywood is a Council-Manager type municipality with five Council members elected at large to four-year terms on a staggered basis. Police service is contracted with the Los Angeles County Sheriff's Department and Fire protection through the Los Angeles County and Consolidated Fire Protection District.

1.3 Core Values

Respect and Support for People

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

Responsiveness to the Public

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

Idealism, Creativity and Innovation

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

Quality of Residential Life

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

Promote Economic Development

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

Public Safety

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

Responsibility for the Environment

We make it our responsibility to protect and improve our natural and built environments, pursuing opportunities to preserve and create open and green space in our urban setting. We initiate partnerships with other cities and agencies to address regional and global environmental challenges.

1.4 Farmers' Market Program

The Helen Albert Certified Farmers' Market (Market) has operated continuously on Monday mornings since its establishment in 1985 and has become a neighborhood staple for local caterers, restaurant owners, and community shoppers.

Certified Farmers' Markets (CFMs) are venues, usually set up on a weekly basis, for California farmers to gather together and sell their agricultural products directly to the public. CFMs must be authorized by the County Agricultural Commissioner and abide by current legislation and regulations. In addition, CFMs must follow established market rules. Market rules are the set of written rules each certified farmers' market develops as its blueprint for activities and operations.

The market manager "Manager" is responsible for all aspects of the Market's management, including vendor selection, vendor space assignment, setup and breakdown supervision, marketing and promotion, coordination, security, invoice preparation, revenue collection, and other duties as required by Market functions and operations or as assigned by the City. The Market is currently situated in the north parking lot of Plummer Park, 1200 North Vista St. West Hollywood, CA 90046. The parking lot is on the corner of N. Vista and Fountain Ave.

The Market currently includes between twenty-five (25) and thirty (30) individual "certified" vendors. The annual vendor revenue from 2021 was \$890,571.00. Vendors' commercial vehicles are parked in spaces assigned by the Market Manager, some located directly behind their booth and some in the south parking lot of Plummer Park, located at 7377 Santa Monica Blvd. West Hollywood, CA 90046. Vendors' passenger vehicles are also directed to park in the south parking lot of Plummer Park. Vendors are not charged for parking. The City will provide electricity at the Market for approved vendors only. The City has a Community Outreach Table/Information Booth for use by City of West Hollywood. The Market Manager is responsible for the provision and set-up of the City's Community Outreach Table/Information Booth each week (if reserved).

Adjacent one-hour free parking is available and restricted to participants and shoppers of the Market from 7am to 2pm. There are 38 regular parking spots and 3 disabled parking spots available to the general public. The Market vendors and staff have access to a gender-neutral restroom located adjacent to the tennis courts. Market participants have access to an additional gender-neutral restroom next to the vendor restroom.



2. SCOPE OF SERVICES

The City of West Hollywood intends to obtain the services of a qualified manager to oversee all aspects of the Market as defined in the Scope of Services, section 2. The Manager shall utilize best industry practices and/or best management practices, which may require additional services not explicitly enumerated in this Request for Proposals. Proposers shall identify any additional services required, provide pricing, and explain them in the response to this request. Scope of Services include but are not limited to:

2.1 Standard Operating Procedures (SOP)

1. The City intends to present a high-quality unique Market experience complementary to the City of West Hollywood.
2. The Proposer shall detail what compensation, reimbursement or other benefits that may be paid to the City for operating the Market.

2.2 Program Requirements

The Manager's responsibilities shall include, but not be limited to the following:

General

1. Manage day-to-day operations of the Market and remain on site during Market hours to ensure safety and compliance with all Certified Farmers' Market regulations. The

Manager must provide the City with a cell phone number by which the Manager in attendance can be reached during hours of operation.

2. Curate a Certified Farmers' Market that provides quality items desired by the City of West Hollywood community in accordance with all State, County and City of West Hollywood requirements and regulations. (See Appendix A: Vendor Rules and Regulations)
3. Provide a copy of all permitting required to operate the Market from other local, county or state health and/or safety agencies.
4. Manage vendor relations including, but not limited to: recruit and build vendor base through community outreach and networking; ensure vendor compliance with local, county or state health and/or safety agencies regulations; develop and distribute City approved vendor materials, contracts and guidelines; distribute City approved Farmers' Market information and materials (e.g., applications, brochures, etc.); maintain Farmers' Market design and layout; manage vendor education, merchandising and promotional activities.
5. Keep, update, and maintain weekly records of vendors, sales and revenue in an orderly fashion available for inspection by the City.
6. Adhere to specific security measures as indicated by the Los Angeles Sheriff's Department, the Fire Department, and City staff. Each entrance and exit (at Fountain Street and North Vista Street) must be barricaded to prevent vehicles from entering the Market during operating hours.
7. Obtain, maintain, and operate all necessary equipment to allow all vendors to accept payment through Electronic Bank Transfer cards in relation to the Supplemental Nutrition Assistance Program ("SNAP"), also known as CalFresh/EBT.
8. The current vendor fees of 6.5% of gross sales should remain as is for the length of the contract.
9. Track Market attendance and provide quarterly reports.
10. Prevent unauthorized vendors and/or local merchants from participation in the Market without prior specific approval of the City Liaison.
11. Instruct any persons attempting to film within the Market that a filming permit is required and can be obtained by calling the City's film office at (323) 848-6489.
12. Must be innovative and creative in developing promotional ideas, adjunct programs,

creating good aesthetics and an enjoyable atmosphere for visitors and vendors. All marketing materials must be approved by the City's Communications Department through the City Liaison.

Market Specific

1. Operate the Market on Monday mornings from 9am to 2pm at Plummer Park, north lot. The Market will operate year-round, rain or shine, with the exception of some holidays (see Section 2.4)
2. The Market shall include approximately 30 vendors, of which 70 percent sell certified produce and 30 percent sell prepared foods. The Manager shall provide the City with a list of vendors, their contact information, and their certifications on a quarterly basis.
3. Manager shall make available a maximum of one (1) space for rotating artisan vendor to operate in the Market. Artisan vendors may include, but are not limited to, purveyors of handmade items such as candles, soaps, art, and jewelry.
4. Maintain and make available a Community Outreach Table/City Information Booth to be used by the City Staff and City of West Hollywood based non-profit participants selected and approved by the City Liaison.
5. One private bathroom, located next to the tennis courts, is provided by the City and is available for vendors and staff only during Market operating hours. The Manager is responsible to inspect the restrooms and report any maintenance issues immediately to the City Liaison.
6. Public restrooms for customers are available within 200 feet of the market and are located inside Plummer Park. These are the responsibility of the City.
7. The Manager will be responsible for all safety aspects of vendor vehicles at the Market, including entering and existing, as well as the designated parking area for vendor.
8. Manager will be responsible to assign vendors a parking spot, either in the north lot located inside their designated vendor space or in the south parking lot of Plummer Park. Direct all additional vendor passenger and non-commercial vehicles to the south lot.
9. Ensure the safety by using trip guards or other means with all cables, cords, wires and conduits placed upon or running over ground.
10. Provide access to electricity with the approval of the City Liaison.
11. Create and implement a marketing and promotional plan utilizing the approved Helen

Albert Certified Farmers' Market logo to be approved by the City Liaison and the City's Communication Department.

12. Develop fresh and innovative Farmers' Market programming in a collaborative fashion using input from City resources and based on best industry standards and practices. For example, provide live entertainment and/or local school tours.
13. Provide staff that are employed by the Manager and adequately trained to work in Farmers' Market environments. Manager will be responsible for selecting, training, supervising, and paying Market staff. Manager and its staff will wear appropriate identifiable uniforms (provided by Manager) at all times while operating the Farmers' Market. Manager and staff are to park in the south parking lot of Plummer Park and will be provided a parking pass from the City.
14. Manage constituent issues and concerns related to the Farmers' Market program in a professional manner.
15. Be available to meet with City Liaison at all reasonable times requested to successfully operate a contractual Farmers' Market program.
16. Operate and maintain a website that will provide current specific information such as market details, vendor information, and vendor application. As well as notify the public of closed market days.
17. Any social media marketing is encouraged and must comply with the City's social media policy (see Appendix B).
18. Integrate into the Farmers' Market program a quarterly customer feedback mechanism that creates the ability to evaluate the Market and report back findings to City Liaison.
19. Develop and implement a sustainability plan for unsold produce.
20. The entire site must be cleaned of all garbage and trash. Vendor's market equipment and property must be removed after each event. Manager is responsible to gather and tie the market trash bags and place at a designated area for the City to dispose of.
21. The Manager must adhere to the current traffic control plan, with street closures on N. Vista Steet and Fountain Avenue, entrance on the west side of the lot and exit driveway on the north side of the lot (see Appendix C for Map).
22. The use of City water without permission from the City Liaison is prohibited.
23. Upon termination or expiration of the Contract, and in the event program management is

transitioned to another party, the Manager shall work cooperatively with the City and the City-designated third party to transition program management. The Manager shall plan, prepare for, and conduct the transition of services required under the Contract. The transition plan may include a description of the operations being transitioned; description of methods, procedures, and personnel the Manager will use to perform the transition; schedule of transition activities; delineation of roles and responsibilities of the Manager, City, and any party designated by the City; and/or any other information necessary to ensure the transition occurs on the schedule and without disruption to operations.

24. Upon termination or expiration of the Contract, the Manager shall remove business venture signage, take down website, and cease any other marketing, advertising, promotional, or other activities requested in writing by the City's Liaison.

2.3 Mandatory Closure Dates

The closure dates/holidays include, but are not limited to the following:

1. Memorial Day
2. Labor Day

If the following holidays fall on a Monday, the Market will close:

1. New Year's Day – January 1
2. Fourth of July – July 4
3. Halloween – October 31
4. Christmas Day – December 25

Or any additional dates that the City designates as a full closure.

Additionally, the City conducts and is host to several high-profile special events that may necessitate a mandatory closure of the Market. Historically, this situation has only occurred if the special event falls on a Monday.

2.4 Opening and Closing Procedures

The Market is open rain or shine. The Market may only be closed early or entirely with the approval from the City and is typically only considered for matters related to health and safety. The Market is open most Monday holidays with the exception of Memorial Day, Labor Day, and any additional Monday holidays as stated in Section 2.4. On holidays in which City staff are not present, a City contact will be provided for emergencies.

Inclement Weather

In the event of inclement weather, the City Liaison has the right to close the Market if determined unsafe due to extreme weather conditions i.e. lightning or high wind.

2.5 Storage

The Market shed, located in the southwest corner of the North lot will be available for storage. The shed must be kept organized and clean and may be accessed by City staff at any time. City staff will be authorized to utilize the roadblock signs for other City events. The Manager will be provided a key to the Market shed.

2.6 Maintenance

The Manager must inspect the Market area and City equipment regularly and report maintenance issues to City Liaison in a reasonable time. The City will provide and bear the cost of maintaining the street closure equipment and signage. The Manager may use the signage provided by the City on the day of operation. Should additional signage be requested, the Manager is responsible to purchase and provide the signage with the approval of the City liaison. In the event that a City provided signage is damaged, it is the responsibility of the Manager to inform the City Liaison and provide temporary signage until the repaired or new signage is in place.

The Manager shall close streets and turning lanes not less than one (1) hour prior to Market operation time using appropriate signage and physical mechanisms as prescribed by the City and in accordance with the WATCH Manual.

All traffic closures and signage shall be in conformance with the Work Area Traffic Control Handbook, (WATCH Manual), as published by BNI Books at 3055 Overland Avenue, Los Angeles, CA 90034. The Contractor shall furnish and install all flagmen, lights, signs, barricades, and other safety devices and equipment required. Additional signage and barricading, required in the opinion of the City Engineer to protect the public, shall be immediately erected by the Contractor, at no additional cost to the City.

The Manager shall open all street closures, including the removal of equipment, immediately after the closure of the market at 2:00pm. Open all passageways inside the market, including the removal of signage and physical mechanisms, no later than two (2) hours after the close of each Market event.

The Manager must perform all janitorial duties included collection/disposal of trash during and after each Market event. The scheduled street sweeper is scheduled to clean the north lot at 6AM every Monday as dictated by the City. It is the responsibility of the Manager to inform the City Liaison for any landscape requests in regard to the parking lot, for example, tree debris in the

market area. Trash cans are provided by the City. Manager is responsible to provide additional trash cans as needed and remove the trash generated from each event to the designated area arranged by the City Liaison.

Either party may provide ongoing recommendations to these procedures during the length of the agreed contract, however, final approval with any recommended changes must be approved by the City liaison before any implementation can occur. Manager is expected to report maintenance issues, safety concerns, and damage to the City and keep the market area free of safety hazards, litter and damages caused by materials or equipment.

3. INSTRUCTIONS

3.1 Purpose

The purpose of this Request for Proposal (RFP) is to provide interested, qualified Proposers with sufficient information to enable them to submit a proposal for Farmers' Market Operations and Management.

3.2 Proposal Submission

- By submitting a proposal, the Proposer affirms that it is familiar with all the terms and conditions of this RFP and is sufficiently informed in all matters affecting the performance of the work and provisions of labor, supplies, material, equipment and facilities called for in this RFP. All proposals submitted should contain a clear explanation of how the Scope of Services will be achieved by the Proposer, and how the Proposer's experience and background lends itself to a successful outcome. Additionally, the Proposer affirms that the Proposal has been checked for errors and omissions and that all information provided is correct and complete.
- All proposals shall be signed in ink by the President, Chief Executive Officer, or individual authorized to bind and act on behalf of the Company, with current Power of Attorney, if applicable. The name and mailing address of the individual making the proposal must be provided.
- Proposers shall submit one (1) electronic PDF copy of their proposal to the PlanetBids submittal portal
- No oral, telephonic or telegraphic proposal or modification of Proposal will be considered.

3.3 Disclosure of Contents of Proposal

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

3.4 Proposal Due Date

Proposals will be accepted up to the hour of 5:00 p.m. on April 20, 2022.

3.5 Schedule of Events

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

Request for Proposal Release Date	February 24, 2022
Mandatory Pre-Proposal Meeting	March 21, 2022
Request for Information (RFI) Due	March 25, 2022 by 5:00 p.m.
Response(s) Posted	April 1, 2022
RFP Due Date	April 20, 2022 by 5:00 p.m.
Interviews (if necessary as deemed by the City)	May 10, 2022
Award Contract	Council Meeting (June 20, 2022)
Notification of Non-Award	June 20, 2022
Contract Begins	June 21, 2022

3.6 Questions and Inquires Related to RFP

Proposers must satisfy themselves by personally examining the work site, Standard Specifications, Standard Plans, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No proposer shall at any time, after submission of a proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in RFP documents shall be called to the attention of the City by submission of a written request for clarification or question. Such submission, if any, must be sent using the “Q&A” tab of the electronic proposal system at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

Any inquiry should state the question only, without additional information, using the “Q&A” tab of the electronic proposal system. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, email or in-person will not receive a response. City’s responses to all submitted questions will be posted electronically at the end of the question period. Any Proposers found to be soliciting other members of City staff, or City Council members during this RFP process may be disqualified.

3.7 Common Questions and Answers

Q: Is there a pre-proposal meeting?

A: Yes. A mandatory pre-proposal meeting will take place on Monday, March 21, 2022 at 11:00am to view the Farmer’s Market. The meeting will begin at the Information Booth located within the Market at Plummer Park, North Lot, 1200 Vista St., West Hollywood, CA 90046.

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

A: Unfortunately, extensions cannot be granted.

Q: Is this RFP available as a Word document?

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

3.8 Proposal Format

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

Submission Contents

The Request for Proposal submission must include a detailed description of the experience of the company (or individual, if applicable). Emphasis should be placed on those areas which evidence the capability to effectively develop and administrate an operation of this type. All proposals should include, as a minimum, the information as follows:

A. Qualifications and Experience

1. Describe your or your company's history and organizational structure. Include the size of the company, location of office(s), years in business, certified markets managed, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff.
2. List the members of your team who will be responsible for managing the Market and providing ongoing support, and their experience. Denote the staff person(s) who will be the on-site Management during Market operations.
3. Describe how the team managing the Market will be supervised.
4. Describe your company's experience managing certified farmers' markets. Describe comparable markets managed by your company in the last five years, including the number, scope of services provided, and the status of each.
5. Describe the methods by which your company will fulfill the services requested in the Scope of Services and subsequent sections.
6. Comment on other areas that may make your company different from your competitors.
7. Identify how your company would curate the Market to maintain an individual identity complementary to the unique character of the City of West Hollywood.
8. An indication of financial resources and solvency such as a credit score report for business tax return.
9. Demonstrated proof of insurance and/or insurability.
10. Ability to track and report market sales and customer numbers; also to develop and implement strategies to enhance Market quality and increase total sales.
11. Ability to develop a business plan to include the development, management and maintenance of an annual operating budget. Business planning should also demonstrate a marketing plan to ensure market attractiveness, appeal and attendance.

12. Submit a sample of the market vendor policies, application, and marketing/advertising materials.

B. Payment

The Contractor, in consideration of the privilege herein granted, to propose and agree to a competitive fee structure. The City is requesting that proposers state a proposed structure and amount for fees to be paid to the City. For example, a proposed fee structure may be structured as a monthly flat rate, percentage of gross sales, or combination of the two. Regardless of proposed fee structure, respondents to this RFP must provide projected revenue from sales, fees and consideration numbers for the first two years of operation. Should the Agreement be extended to a third or fourth year, the consideration or percentage may be negotiated at that point in time by the Contractor and the City.

C. Sample Contract and Payment for Services Proposal

1. A sample contract, based on the City contract boilerplate, with any changes or additions noted. Please note the response to this RFP will be included as an exhibit of the contract. (Exhibit A)
2. A completed PAYMENT FOR SERVICES PROPOSAL worksheet. (Exhibit B)

D. References:

1. Provide three (3) Business, two (2) Personal. California municipal projects are preferred.

E. Implementation Schedule

Include a detailed implementation schedule with the contract estimated start date of June 21, 2022 with the first Market to be conducted July 11, 2022 in accordance with key milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

3.9 Evaluation Factors

Proposals will be evaluated using five (5) categories listed below. The evaluation criteria will be weighted as follows. A score of one (1) through ten (10) will be assessed in each category, and then weighted according to the percentage assigned to each category. The following represent the principal selection criteria, which will be considered during the evaluation process:

Qualifications, Experience, and References. (30%)

Experience contracting with municipalities to operate a Farmers' Market; experience and understanding of practices of governmental agencies; strength, stability, experience, and technical

competence; assessment by client references.

Personnel and Staffing. (20%)

Qualifications and experience of proposed personnel for requested services.

Work Plan. (25%)

Depth of service providers understanding of City's requirements; overall quality and logic of work plan.

Pricing for Participating Vendors (5%)

A rate sheet listing proposed fees charged by the Market Operator to vendors to participate in the Market.

Quality and Responsiveness of the Proposal. (20%)

Completeness of response in accordance with the RFP instructions.

Service Provider: _____

#	CRITERIA	RATING (1-10)	MULTIPLIER	SCORE
1.	Qualifications, Experience, and References		30%	
2.	Personnel and Staffing		20%	
3.	Work Plan		25%	
4.	Pricing for Participating Vendors		5%	
5.	Quality and Responsiveness of the Proposal		20%	
TOTAL WEIGHTED SCORE:				

Un-weighted Scoring Range: Excellent = 10 Unsatisfactory = 0 Rating

Performed By (Print Name): _____

Signature: _____ Date: _____

4. Conditions

4.1 Fees/Payment

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

4.2 Right to Purchase From Any Source

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

4.3 Right to Reject Any or All Proposals

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

4.4 Contract Agreement

It is recognized that the formal basis of any agreement between Proposer and City is a contract rather than a proposal. In submitting a proposal, Proposers must include a statement noting any changes or additions to the City's standard Agreement. Please note the response to this RFP will be included as an exhibit of the contract. (Exhibit A)

4.5 Service Date

Proposer shall specify in its proposal that the proposed beginning date of June 21, 2022 is acceptable and include a detailed implementation plan.

4.6 Insurance Requirements

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

4.7 Non-Discrimination

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy which requires that our contractors not discriminate in hiring on the

basis of gender, race, religion, sexual orientation, or medical condition. Upon acceptance of a proposal, the City may request that the selected company sign a statement accompanying their compliance with this policy.

5. City Requirements and Conditions

- a. All costs of proposal preparation shall be borne by the Proposer.
- b. The proposal should always include the proposer's best terms and conditions, though the City reserves the right to negotiate.
- c. All proposals become the property of the City, which reserves the right to use any or all of the ideas in these proposals, without limitation. Selection or rejection of a proposal does not affect these rights.
- d. The city reserves the right to extend the RFP submission deadline if, in the City's sole judgement, such action is in its interests. If the deadline is extended, all applicants will have the right to revise their proposals.
- e. The City reserves the right to reject all, or any, of the proposals it receives.
- f. The City reserves the right to withdraw or modify this RFP, and to refrain from awarding contracts altogether.
- g. The City reserves the right to request additional information, including agency support documents, during the RFP evaluation process.
- h. Prior to award of the contract, the City reserves the right to request additional information about the history of operations of the PROPOSER and its principals. In addition, field review of existing equipment, facilities and operations may be carried out.
- i. Proposals deemed non-responsive will be returned.
- j. Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested may result in rejection of the proposal.
- k. No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for one hundred eighty (180) days after the final proposal submission date.
- l. Upon request, all proposals will be available for public review (except financial statements, submitted under a separate cover with request for confidentiality, which

shall be disclosed only upon order of a court with competent jurisdiction) once negotiations are complete and contract award is ready to be made to the successful Proposer.

- m. Any changes to the RFP requirements will be made by addendum. Addenda will be mailed to Proposers at the address provided by Proposers. All addenda shall be signed and attached to the Proposal Form. Failure to attach any addenda may cause the proposal to be considered non-responsive. Such proposals may be rejected.
- n. No prior, current or post award verbal conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
- o. Non-acceptance of any proposal will not imply criticism of the proposal or convey any indication that the proposal or proposed system or equipment was deficient.
- p. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that no proposal was deemed acceptable.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
SAMPLE CONTRACT – EXHIBIT A**

This Agreement is made on this ____th day of _____, 2019, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the “CITY”) and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the “CONTRACTOR”).

RECITALS

- A. The CITY proposes to contract for services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
 - 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in “Exhibit A,” which is attached hereto and incorporated herein by reference.
 - 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20__ 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, [REDACTED] shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.
6. **TERMINATION.**
- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.
7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including

without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8. INSURANCE REQUIREMENTS.

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

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

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

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

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each

occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

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

- 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention (“SIR”) and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner’s behalf upon the Owner’s failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

Attention: _____

CONTRACTOR:

Organization Name

Street Address, City State ZIP

Attention: _____

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

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

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

David A. Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

Scope of Services:

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

Time of Performance:

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

Special Payment Terms:

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

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

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

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

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

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____

EXHIBIT B: PAYMENT FOR SERVICES WORKSHEET

Provide an outline for revenue collection and payment methods for Farmers' Market fees and allocations for PROPOSER and CITY.

APPENDIX A: VENDOR RULES AND REGULATIONS



Helen Albert Certified Farmers' Market Rules and Regulations



The West Hollywood Farmers' Market city staff may issue warnings, suspensions, and remove a vendor from the market for failure to comply with these rules or other applicable federal, state, local regulations, and laws. Market participants are responsible for the actions of their employees. All violations will be documented to the market participant's file.

1. Participation

- a) Vendors must inform the Recreation Coordinator, Dana AlHaddad, of any emergency (late, accident, not attending, etc.), please leave a message for Dana at (323)848-6511(office) or (661) 904-7991 (cell). In emergencies or last-minute problems, the Recreation Coordinator must be informed on the following day. Failure to comply after three absences will result in suspension from the following market or termination of market participation.
- b) Seasonal vendors must notify the Recreation Coordinator a minimum of four weeks prior to vacating in order to provide sufficient time to find a replacement.
- c) A vendor is defined as a person with proper proof that they are selling food or agricultural products that they themselves grew, caught, collected, raised, or made. The City of West Hollywood through the Recreation Coordinator will decide whether any individual meets the definition of producer for this market.
- d) The Farmers' Market hours are each Monday from 9:00 am to 2:00 pm. No sales may take place before the market opens nor after it closes.
- e) Vendors are responsible to notify the Recreation Coordinator whenever a new employee is dispatched or added prior to the Monday market. The Recreation Coordinator will distribute and collect a contact sheet and a signed agreement acknowledging the vendor rules and regulations.
- f) One certified vendor may sell for no more than one other vendor per year. The name of the certified producer for whom another certified producer is selling shall appear on the certificate of the certified vendor that is conducting sales at a certified Farmers' Market. Employee may sell without being accompanied by the actual vendor, with permission of the Recreation Coordinator. Employees can be asked at any time to provide proof that they are salaried employees. No commission sales or re-sales are allowed.
- g) All market vendors must turn in a signed copy of the yearly agreement/contract by the due date in order to qualify for a space at the Farmers' Market for the following year.
- h) All participating farmers must obtain permission from the Recreation Coordinator to bring in new products/crops. To maintain equality between vendors adding new products is permitted

but must attain approval from the Recreation Coordinator prior to selling at the market.

- i) Inclement Weather: In the event of inclement weather, the Recreation Coordinator has the right to close the market if determined unsafe due to extreme weather conditions.

2. Health, Safety, and Conduct

- a) Vendors will be individually responsible for conforming to all local, state, and federal laws and regulations.
- b) Vendors may not park their personal or work vehicle in the north lot unless authorized by the Recreation Coordinator. Only refrigerated or continuous loading/unloading vehicles may be used in a designated spot. A market issued parking permit maybe acquired upon request to park at the south parking lot.
- c) The use of alcoholic beverages, illegal drugs, or other behavior-modifying substances is prohibited.
- d) No smoking is allowed within 20 feet of the Farmers' Market. Any vendor observed in breaking this policy will be warned or excused for the day.
- e) Vendors must remain in compliance with the L.A. County Health Department, including, but not limited to:
 - i. A proper sneeze guard must be used whenever samples are being offered to the public.
 - ii. All food must be kept at a minimum of six inches off the ground and be handled in a sanitary manner.
 - iii. All food trucks must possess a fire extinguisher that meets Fire Department standards.
 - iv. No live animals are allowed within the market where food is being held or stored with the exception of service animals as defined by the American with Disabilities Act (ADA).
 - v. Have hot (120°F) and cold running water, overhead protection, and be connected to the sewer system or a holding tank.
 - vi. Each temporary food facility is responsible for having hand washing facilities; self-contained portable sink with 5 gallons of warm water (100°F), liquid soap, single use towels, and a trash container available.
- f) Repeated absences, regardless of their cause or whether notification was provided, may result in suspension from the following market or termination of market participation.
- g) Vendors are expected to conduct themselves in a respectful and courteous manner to all participants, vendors, and staff at the market. No rude, abusive, insulting, disruptive,

inappropriate, or threatening language or behavior is permitted.

3. Dollars and Cents

- a) Prices must reflect quality. Lower quality can only be sold at very low prices. The market management has the right to inspect each producer's table, stand, and vehicle at any time to judge quality and accuracy of records.
- b) WIC or Coupons are not accepted by this market.
- c) Vendors must pay a daily fee of 6.5% of their total gross sales.
- d) Vendors are responsible to pay their daily fees using exact dollars and change. The city of West Hollywood will not accept overage of fees. The city does not provide change.
- e) Vendors must pay an additional State Producer's Program fee of \$2.00 per vendor to their total market space fee.
- f) All vendors must truthfully and properly complete the daily load list provided by management and pay all fees due.
- g) All market participants selling Supplemental Nutritional Assistance Program (SNAP) eligible food items as authorized by the USDA (<https://www.fns.usda.gov/snap/eligible-food-items>) are required to accept City of West Hollywood Farmers' Market tokens issued for CalFresh (food stamps). No change for food assistance vouchers can be given. Farmers are encouraged to provide produce in even dollar amounts. Credits must be reported as income and included in the daily gross sales report (load sheet) by commodity. Vendors must return the tokens for reimbursement to market lead during the market collection.
- h) The City of West Hollywood may be in a partnership with a non-profit organization and authorizes the collection of leftover produce from individual farmers at the end of the market day. No money for the food collected and distributed is ever charged.
- i) The City of West Hollywood, its employees and agencies do not solicit donations from farmers, and market staff is required to pay full price for any items purchased for personal consumption. Farmers may, at their own discretion, donate produce to any individual or entity other than paid farmers' market staff that they choose.

4. Setup and Display

- a) Each vendor's stand must have all proper certificates, permits, licenses, employee/vendor agreement, insurance certificate, and other required paperwork posted to be visible to market staff, Health Department, Agricultural Inspectors, and customers. At no time may a vendor setup without having an updated certificate(s) displayed.
- b) Vendors must maintain their selling space and all equipment in a clean and safe manner; including the cleanup of their own selling space and customer space prior to leaving the market.

All trash must be placed in the dumpsters or hauled away from the market site. Last call for trash pickup will be between 2:15 pm – 2:30 pm.

- c) Vendors can display their product ONLY in their own boxes or in boxes where the label has been obliterated. Egg cartons must have date labels with the farm's names displayed.
- d) All scales and weighing devices must be properly sealed/approved by the pertinent government agency. Scale indicators must be visible to customers at all times. All scales must be in compliance with the agriculture department.
- e) Vendors may not breakdown or leave the market prior to closure including the complete selling out of produce/product. Considerations may be made only if an emergency takes place and is approved by the Recreation Coordinator.
- f) The Recreation Coordinator assigns all space. A vendor may not change locations without approval. No vendor may sell at more than one location in the market on any one day.
- g) Vendors are responsible for their setup by 9:00 am. Arriving past 9:00 am is not acceptable unless the Recreation Coordinator is notified in advance and approved to do so. For safety reasons, vendors arriving after the market opens at 9:00 am will not be allowed in for setup.
- h) All shade and canopies must be securely fastened by 9:00 am. Vendors must bring their own weights for their vendor tent. Vendors will be unable to sell without weights.
- i) All banners, weights, signs, and certificates must be displayed and visible by 9:00 am; no exceptions.
- j) During selling hours, post a conspicuous sign or banner at the point of sale that states the farm name, the county of production and the statement "We Grow What We Sell" or similar phrases for each farm that is selling in the booth.
- k) Displays including shade overhang and signs shall not extend into the walkway. All shade and canopies must be securely fastened by 9:00 am.
- l) Due to the size constraint of the Farmers' Market, vendors may not erect more than one 10X10 tents at any time unless approved by the Recreation Coordinator.
- m) Radios, MP3 players, boom boxes may only be used at a low setting as not to disturb customers or fellow vendors. The music must be appropriate for all ages without explicit language. However, said equipment may not be used during the months where a contracted entertainer is scheduled to perform (July – September). The Recreation Coordinator reserves the right to ask the vendor to turn off the music if it is determined inappropriate or disturbing to the market.

5. Audits

- a) All vendors are subject to a semi-annual audit. A designated city employee shall be scheduled in the vendor's space from 9:00 am – 2:00 pm. Recreation Coordinator will have the right to re-audit any vendor that displays a discrepancy between the load sheet and auditor.

6. Safety Vendor Guidelines

- a) Vendors must not attend the market if they have been experiencing symptoms of COVID-19.
- b) Practice good hand hygiene and wear gloves when handling food/money. Vendors are encouraged to sanitize after each transaction. Designate one staff to handle money transactions while the other(s) prepare(s) customer orders. Ask for exact change from the customer when possible.
- c) It is encouraged to change gloves/sanitize hands before touching food after touching money, phone, or any non-food surface.
- d) Inform staff of unsafe situations requiring immediate attention.
- e) Sanitize frequently touched equipment and vendor booth surfaces.

7. Market Violations

- a) Recreation Coordinator and or staff will have final say in all matters pertaining to the Farmers' Market.
- b) Immediate expulsion from the market may occur for any offense deemed by the Recreation Coordinator to be serious or flagrant violations of these rules or any local, state, or federal laws or regulations. In the case of expulsion from the market, the market management will proceed with the following Due Process:
 - i. In accordance with FAC Section 1392.6 (d) the governing board of Helen Albert West Hollywood Certified Farmers' Market and its designated agents shall implement and enforce all rules and regulations pertaining to the operation of a certified farmers' market in a fair and equitable manner.
 - ii. The Farmers' Market staff shall enforce the market rules and regulations with fair and appropriate action, up to and including expulsion from the market.
 - iii. In accordance with FAC Section 1392.6 (d), these market rules set forth the procedural criteria pertaining to the removal of any producer from the market.
 - iv. The Recreation Coordinator shall give a producer a minimum of fifteen (15) days written notice of its intention to suspend or expel the market participant. The notice shall state the reason(s) for the proposed action and will be mailed to the last known address of

the producer.

- v. The Recreation Coordinator shall provide the market participant with an opportunity to be heard, either orally or in writing, by the person(s) authorized to decide whether the proposed action shall occur. The opportunity to be heard shall occur at least (5) days before the effective date of the suspension or expulsion from the market.



APPENDIX B: VENDOR CODE OF CONDUCT

**City of West Hollywood
Helen Albert Certified Farmers' Market**

Farmers' Market Vendor Code of Conduct

To ensure a safe and positive environment at the Helen Albert Certified Farmers' Market, all vendors and vendor employees shall abide by the following Code of Conduct:

1. All Vendors and their employees must adhere to this Code of Conduct while conducting business at the Helen Albert Certified Farmers' Market.
2. Vendors will treat other vendors, City staff, and members of the community with dignity and respect. Physical abuse, the threat of physical abuse, bullying, sexual harassment, verbal abuse, profanity, or any other form of intimidation are prohibited.
3. Discrimination of individual and cultural differences of any kind will not be tolerated.
4. Vendors will not retaliate against people who report abuse, discrimination, ethical concerns, or violations of this Code of Conduct.

Failure to follow this Code of Conduct will result in disciplinary action, including but not limited to:

(These steps shall be taken in order)

1. A verbal warning will be administered, preferably in person, or by phone.
2. A second verbal warning and a formal written warning in the form of an e-mail will be sent to the vendor.
3. A final written warning will be issued; and the Recreation Supervisor and Recreation Coordinator will determine the suspension date upon communication with the vendor. A determination will be made as to whether the Vendor may return to the market or permanently suspended.

City staff reserves the right to assess the severity of the behavior and begin corrective disciplinary actions to address the infraction. In the case of severe violations, the Sheriff's Department will be contacted.

Vendors and Vendor Employees confirm by the signature to agree to this Code of Conduct that they have received, read, understood, and will comply.

Vendor (Owner) Name: _____

Signature: _____ Date: ____ / ____ / ____

Vendor Employee: _____

Signature: _____ Date: ____ / ____ / ____

Vendor Employee: _____

Signature: _____ Date: ____ / ____ / ____

APPENDIX C: City of West Hollywood Social Media Policy

**CITY OF WEST HOLLYWOOD
POLICY AND PROCEDURE**

Authority: Director, Communications
Department Effective: July 1, 2011
Revised: February 8, 2021

SOCIAL MEDIA POLICY

1. Purpose

This Social Media Policy (“Policy”) establishes guidelines for the establishment and use by the City of West Hollywood (“City”) of social media sites as a means of conveying information to members of the public.

The intended purpose of City social media sites is to disseminate information from the City about the City’s mission, meetings, activities, and current issues to members of the public.

The City has an overriding interest and expectation in protecting the integrity of the information posted on its social media sites and the content that is attributed to the City and its officials.

2. Definitions

“Social media sites” means content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the internet. Examples of social media include, but are not limited to, Facebook, Twitter, Instagram, YouTube, and LinkedIn,.

“City social media sites” means social media sites which the City establishes and maintains, and over which it has control over all postings, except for advertisements or hyperlinks by the social media site’s owners, vendors, or partners. City social media sites shall supplement, and not replace, the City’s standard methods of communication.

“Post” or “posting” means information, articles, pictures, videos or any other form of communication posted on a City social media site.

3. General Policy

- 3.1. The City’s official website at www.weho.org (or any domain owned by the City) will remain the City’s primary means of internet

communication.

- 3.2. No City social media sites shall be established for the City Council, Commissions, Committees, or Boards. The establishment of City social media sites is subject to approval by the Communications Director or their designee. Upon approval, City social media sites shall bear the name and/or official logo of the City.
- 3.3. Content on City social media sites is subject to oversight by the City's Communications Department.
- 3.4. City social media sites shall clearly state that such sites are maintained by the City and that the sites comply with the City's Social Media Policy.
- 3.5. City social media sites shall link back to the City's official website for forms, documents, online services and other information necessary to conduct business with the City whenever possible.
- 3.6. City social media sites shall be managed consistent with the Brown Act. Members of the City Council, Commissions and/or Boards shall not respond to, "like", "share", retweet or otherwise participate in any published postings, or use the site or any form of electronic communication to respond to, blog or engage in serial meetings, or otherwise discuss, deliberate, or express opinions on any issue within the subject matter jurisdiction of the body.
- 3.7. The City reserves the right to terminate any City social media site at any time without notice.
- 3.8. City social media sites shall comply with usage rules and regulations required by the site provider, including privacy policies.
- 3.9. The City's Social Media Policy shall be displayed to users or made available by hyperlink.
- 3.10. All City social media sites shall adhere to applicable federal, state and local laws, regulations and policies.
- 3.11. City social media sites are subject to the California Public Records Act. Any content maintained on a City social media site that is related to City business, including a list of subscribers, posted communication, and communication submitted for posting, may be considered a public record and subject to public disclosure.
- 3.12. Employees representing the City on City social media sites shall conduct themselves at all times as a professional representative of the City and in accordance with all City policies.

- 3.13. All City social media sites shall utilize authorized City contact information for account set-up, monitoring and access. The use of personal email accounts or phone numbers by any City employee is not allowed for the purpose of setting-up, monitoring, or accessing a City social media site unless necessary to use a certain social media site and approved by the Communications Department Director or their designee in writing.
- 3.14. City social media sites may contain content, including but not limited to, advertisements or hyperlinks over which the City has no control. The City does not endorse any hyperlink or advertisement placed on City social media sites by the social media site's owners, vendors, or partners.
- 3.15. No communications made with the City through any City social media sites shall be deemed to constitute public comment or legal notice to the City or any of its agencies, officers, employees, agents, or representatives where notice to the City is required by any Federal, State, or local law, rule, or regulation. Any such comment or notice shall be submitted to the City as ordinarily prescribed, and not through City social media sites.
- 3.16. The City reserves the right to change, modify, or amend all or part of this policy at any time.

4. Content Guidelines

- 4.1. The content of City social media sites should only pertain to City-sponsored or City-endorsed programs, services, and events. Content includes, but is not limited to, information, photographs, videos, and hyperlinks.
- 4.2. Content posted to the City's social media sites must contain hyperlinks directing users back to the City's official website for in-depth information, forms, documents or online services necessary to conduct business with the City of West Hollywood, whenever possible.
- 4.3. The City shall have full permission or rights to any content posted by the City, including photographs and videos.
- 4.4. Postings shall be made during normal business hours. After-hours or weekend postings shall only be made with approval of the City's Communications Director or their designee.
- 4.5. Any employee authorized to post items on any of the City's social media sites shall review, be familiar with, and comply with the social media site's use policies and terms and conditions.
- 4.6. Any employee authorized to post items on any of the City's social media sites shall not express his or her own personal views or concerns through such postings. Instead, postings on any of the City's social media sites by

an authorized City employee shall only reflect the views of the City.

- 4.7. Postings must contain information that is freely available to the public and not be confidential as defined by any City policy or state or federal law.
- 4.8. Postings may NOT contain any personal information, except for the names of employees whose job duties include being available for contact by the public.
- 4.9. Postings to City social media sites shall NOT contain any of the following:
 - 4.9.1. Comments that are not topically related to the particular posting being commented upon;
 - 4.9.2. Comments in support of, or opposition to, political campaigns, candidates or ballot measures;
 - 4.9.3. Profane language or content;
 - 4.9.4. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability or sexual orientation, as well as any other category protected by federal, state, or local laws;
 - 4.9.5. Sexual content or links to sexual content;
 - 4.9.6. Solicitations of commerce;
 - 4.9.7. Conduct or encouragement of illegal activity;
 - 4.9.8. Information that may tend to compromise the safety or security of the public or public systems;
 - 4.9.9. Content that violates a legal ownership interest of any other party;
 - 4.9.10. Defamatory statements; or
 - 4.9.11. Threats of violence or injury to any person, property, or organization.
- 4.10. These guidelines shall be displayed to users or made available by hyperlink on all City social media sites. Any content removed based on these guidelines must be retained, including the time, date and identity of the poster, when available.
- 4.11. Except as expressly provided in this Policy, accessing any social media site shall comply with all applicable City policies pertaining to communications and the use of the internet by employees, including email

content.

5. Content Management

- 5.1. The City is committed to serving the online community in a civil and unbiased manner.
- 5.2. All comments or postings related to the City social media sites will be subject to monitoring by the City's Communications Director or their designee.
- 5.3. Any content by a member of the public sent to, published, or posted on or through City social media sites, including without limitation a post or a response to any City post or comment, is the opinion of the commenter or poster alone, does not imply endorsement of or agreement by the City, and the City disclaims liability for any such content.
- 5.4. The City reserves the right to restrict or remove any content that is deemed by the City to be in violation of this Social Media Policy or any other applicable law. Any City employee, volunteer, or official who finds content on or through City social media sites that is potentially inappropriate or inconsistent with this Policy will notify the Communications Director or their designee, who will consult with the City's legal counsel for direction on further handling of the potentially inappropriate or inconsistent content to ensure compliance with the Policy. The City disclaims any and all responsibility and liability for any materials that the City deems inappropriate for posting that cannot be removed in an expeditious and otherwise timely manner.
- 5.5. For all City social media sites, the City shall post the following disclaimer on the respective City social media site page: "The City of West Hollywood reserves the right to restrict or remove any postings or comments that violate the City's Social Media Policy, which can be found on the City's website."
- 5.6. Any content removed based on this Policy must be retained by the City for a reasonable period of time, and will include the time, date and identity (including username or screenname) of the poster, when available.
- 5.7. The City may block specific users, but only to the extent that such users' comments are determined by the City to repeatedly be defamatory, obscene, or for purposes of posting spam or soliciting commerce. In no event shall a user be blocked for disagreeing with or providing a contrary opinion or point of view.

