

CITY OF WEST HOLLYWOOD REQUEST FOR PROPOSALS

Consulting Services

Dockless Micro-Mobility Permitting Requirements From Pilot to Permanent Program

LONG RANGE PLANNING DIVISION
PARKING SERVICES DIVISION

Date Issued: November 11, 2022
Proposal Due: December 15, 2022
5pm PT via [PlanetBids](#)



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Executive Summary

In July 2021, the City of West Hollywood launched an 18-month pilot program to allow private companies to operate shared dockless micro-mobility devices such as electric scooters and electric bikes in the City. The pilot program had the following goals:

1. To reduce the reliance on passenger car vehicles and regional vehicular traffic through a bike-share program that included alternative modes of transportation.
2. Implement an alternative transportation program that aligns with the Climate Action and Adaptation Plan to mitigate carbon emissions from vehicular traffic.
3. Enhance mobility for the West Hollywood community and the region as a whole.

On September 19, 2022, the West Hollywood City Council approved the development of a permanent program based on pilot findings.

This Request for Proposals ("RFP") seeks consulting services to develop the foundation of a permanent dockless micro-mobility program and permitting requirements to be implemented no later than July 1, 2023. The vendor will have experience with transportation consulting (active or micro-mobility preferred), knowledge of various program budgeting structures, program management and evaluation strategies, and outreach and research skills. The final deliverable for this RFP will include developing a framework for permanent program operations and permitting, a permit requirements handbook, an operator permit application, and a comprehensive summary report to present to the City Council in Spring 2023.

We appreciate your interest in this program and look forward to reviewing your proposals.

Francisco J. Contreras, AICP
Long Range Planning Manager
City of West Hollywood

Background

West Hollywood

The City of West Hollywood is located in urban Los Angeles County, with Beverly Hills to the west, Hollywood to the east, the Hollywood Hills to the north, and the Fairfax District to the south. It is 1.9 square miles in size and home to approximately 35,000 residents with around 22,511 residential units. Often termed "The Creative City," West Hollywood includes national destinations and landmarks such as the Sunset Strip, the West Hollywood Design District, the Pacific Design Center, and an LGBTQ cultural district.

West Hollywood is known for its progressive public policies and sensitivity to LGBTQ, civil rights, and human rights issues. The City also administers extensive support for its seniors, youth, and constituents, including housed and unhoused community members, through its robust social services programs. And the provision of



stable housing through rent stabilization is a core value. Additionally, the City has a substantial capital improvements plan to ensure roads and sidewalks are safe and clean and to maintain public facilities such as parks, recreation centers, public parking, the library, and City Hall.

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. The County of Los Angeles provides library 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.

Mobility Initiatives

The City of West Hollywood is a dense community making the traditional approach of adding vehicle capacity (i.e., widening roadways) infeasible. To meet the mobility demands of an ever-increasing population and achieve the City's Climate Action Goals, West Hollywood is determined to improve and support alternative modes of transportation. At the same time, the City strives to protect the mobility of disadvantaged groups, including seniors, the disabled, women, and children.

Plans, policies, and active projects that guide or are implementing these goals include:

- The General Plan's [Mobility Element](#)
- [Transportation Demand Ordinance \(2017\)](#)
- [Pedestrian + Bike Mobility Plan](#)
- [The Willoughby, Vista, Gardner Greenway Project](#)
- [Climate Action and Adaption Plan](#)
- Bike Lane Feasibility Studies for Fountain Avenue and Santa Monica Blvd (E. of Kings Road)



Project Description

Overview

The City of West Hollywood's Dockless Micro-mobility Pilot Program emerged to provide an affordable bikeshare program for the community. The City Council approved officially launching the pilot program, which included e-bikes and e-scooters, on July 1, 2021, with an initial expiration date of December 31, 2022. The pilot program launch was significant for the City as on-demand rentable e-scooters were strictly banned for approximately three years prior.



Since 2021, the pilot program has showcased exceptional usage, with an average of over 20,000 trips per month and more than 300,000 total rides as of September 2022. Staff's findings show that the program has met several goals: reducing reliance on passenger vehicles by providing alternative modes of transportation, reducing vehicular traffic, reducing carbon emissions through a program that aligns with the City's Climate Action Goals, and enhancing mobility and regional connectivity. The program is currently managed by two divisions, Parking Services, and Long Range Planning. The City also contracts with two companies to assist with field services (ABM) and data management (Populus). Both companies have been contracted with the City since the beginning of the pilot program in 2021.

Next Steps

On September 19, 2022, staff updated the West Hollywood City Council regarding the program. The City Council directed staff to extend the pilot program with modifications through June 30, 2023, to prepare for a permanent program to be implemented no later than July 1, 2023.

The City is seeking assistance from a consultant to establish a robust and thoughtfully crafted permanent program that includes a framework for permanent program operations and permitting, a permit requirements handbook, an operator permit application, and a comprehensive summary report to present to the City Council in Spring 2023. The future program must incorporate and consider the needs of the entire community, not just micro-

mobility riders. This includes but is not limited to pedestrians, people living with disabilities, senior adults, and generally those who opt not to participate in riding a device. Safety requirements are at the forefront of priorities, and community engagement and education will be essential for the program's success.

There are also many components to managing the program, such as marketing and branding, outreach, budget, parking stations, enforcement and compliance, field services and relocating or rebalancing devices, data management, contracts, operator relations, and upholding general policy requirements. The ideal proposal would convey the ability to assist staff in structuring these branches of the program efficiently and efficiently.

SCOPE OF WORK

The deliverables for this project will include the following:

Task 01: Client Meetings

The project team shall hold a virtual kickoff meeting and 10-12 virtual bi-weekly check-in meetings with staff for the project's duration. Each bi-weekly meeting shall be no longer than 1 hour.

Task 02: Discovery

The team shall research micro-mobility programs across the country to inform staff and develop the West Hollywood program. Findings shall be shared periodically with staff throughout the project. This includes but is not limited to accessing and reviewing contracts or program evaluation reports, holding informational interviews, permitting requirement research, and incorporating strategies or critical findings from relevant academic articles and reports (refer to Table 1 for topics of interest to explore).

Table 1: Topics of Interest

Current events and technology

Familiarity with industry companies, terms used for the program, existing and upcoming technology, and impacts of micro-mobility on the more extensive transportation network

Data sharing requirements

Suggestions for data requirements to incorporate into contracts

Public Safety information

Insights into making the program safe for pedestrians and motorists with senior adults and people living with disabilities as two critical populations; growing the program's inclusivity of all groups, including seniors, disabled, and low-income populations

Transportation Infrastructure

General key concepts for infrastructure improvements, on and off-street

Climate Action Plan

Correlation(s) between micro-mobility and meeting climate action goals

Business Community and Tourism

Targeted outreach with an assessment of the system's impact(s) on the local/regional business community and the local economy

Task 03: Outreach

The team shall assist staff in hosting or attending a minimum of two community outreach efforts and coordinating a survey to seek feedback on program expectations and potential policy regulations. Community outreach efforts may include a virtual workshop or tabling at a community event. Coordinating the community survey will involve collaborating with the City's data software management company, Populus, and will consist of developing appropriate questions, distribution methods, participation tracking with operators, etc.

Task: 04: Recommendations, Permitting Requirements & Comprehensive Summary (Final) Report

The team shall provide staff with a variety of program recommendations, such as:

- A. Assessment of the pilot program (July 2021 through June 2023)
- B. Recommendation for Permanent Program Implementation
 - Permanent program management and organizational structure,
 - Estimated budget (expenditures and revenues including a proposed fine and fee structure),

- Long-term outreach strategy,
 - Program framework (e.g., number of operators and devices, parking plan),
 - Other necessary contract requirements and terms of agreement to be incorporated.
- C. Permitting Requirements Handbook
 - D. Operator Permitting Application/Draft Services Agreement with Vendors
 - E. Comprehensive Summary (Final) Report

The final report will be presented to City Council in the Spring of 2023 for review. Once approved, the components will be implemented as the framework for the permanent program (no later than July 2023). Staff prefers that the consultant attend the City Council meeting to answer any questions but will not be required to present.

Task 05: Call for Applications and RFPs

The team shall assist staff with the scope and creation of the Call for Applications and RFPs for contracted staff needed for a permanent program (operators, the field services team, and the data software management company). The team shall also assist with the evaluation and recommendation of vendor proposals.

RFP SCHEDULE

November 10, 2022	RFP issued by the City
November 28, 2022	Final Day to Submit Questions via PlanetBids
December 15, 2022	Proposals Due on PlanetBids
December 2022	City Completes Screening Process, Evaluations, Interviews, and Selects Project Team
January 2023	Awarding of Contract and Contract Signing
January 2023	Project Kickoff
Spring/Summer 2023	Project Completion

Proposal Instructions

PLANETBIDS

This RFP will be fully administered through the PlanetBids Bid Management System (PlanetBids). The team shall submit one (1) digital copy of their Proposal on PlanetBids. This is considered the Team's "Response File" in the PlanetBids system. Proposals received after this time and date shall not be accepted. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals shall be considered. The team is solely responsible for submitting an electronic proposal Response File via PlanetBids through the following link:

<https://pbsystem.planetbids.com/portal/22761/bo/bo-detail/99752>

The City will only consider proposals that have been transmitted successfully and have been issued an e-bid confirmation number with a timestamp from the PlanetBids system indicating that the Proposal was submitted successfully. The team shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, ensuring the capability of their computer system to upload the required documents, and the stability of their internet service. Failure of the team to successfully submit an electronic proposal shall be at the team's sole risk and no relief will be given for late and/or improperly submitted proposals. Teams experiencing any technical difficulties with the proposal submission process may contact PlanetBids at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the deadline.

PROPOSAL PAGE LIMIT

Proposals must be clear, succinct, and not exceed 20 pages, excluding optional communications materials. All submittals will be evaluated on the completeness and quality of the content. Only those teams providing complete information as required will be considered for evaluation.

Proposals due by:

**DECEMBER 15, 2022
5PM PT via
PLANETBIDS**

[LINK TO BID](#)

PROPOSAL CONTENTS

Cover Letter

The Cover Letter should be a component of the introduction to your proposal formatted on the team's letterhead. It must be signed by a legal representative of the team responsible official in your organization certifying the accuracy of all the information in your proposal. It should also state the name of the person(s) authorized to represent the team in any negotiations, person(s) authorized to sign any contract that may result, mailing or street addresses, phone and email addresses. It should include a brief statement of the team's understanding of the needs of the City and may also briefly set forth any particular information the team wishes to bring to the City's attention.

Executive Summary

The Executive Summary should be limited to a brief narrative highlighting the company's proposal. The summary should contain as little technical jargon possible and should be oriented toward nontechnical personnel. Please include any benefits your team has over competitors.

Company Background

The proposal must include the following statements or answers to the following:

- Name of company
- Name of parent company
- Company website address
- Number of years in business
- How many employees are in your company?
- How many employees are available to work on this project?
- Qualifications of Consulting Team
- Company's relevant experience in providing comparable services

Statement of Understanding

Please include a statement of understanding that elaborates on the program scope and represents the company's knowledge of the functions, methods, and obstacles related to the City of West Hollywood and this project specifically.

Proposed Services

Propose and describe in detail the services that will be provided as requested in the Scope of Work.

Proposed Schedule

Please provide a list of milestones and deliverables associated with a task or phase of the scope of work over the course of the project.

Proposed Fee

Propose and describe in detail the fee structure per task corresponding to the related professional services (Exhibit A).

References

Include up to three references of the most relevant projects completed by the company of equivalent size or larger and similar complexity to this project. Please include the following information for each reference:

- Contact Name and Title
- Address, Phone Number and Email Address
- Location/Jurisdiction
- Project Name
- Project Description
- Project Dates
- Project Contract Value (initial and current or ending value)

Other Disclosures

Please also disclose the following information, if applicable:

- 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
- Pending Litigation: Provide a statement of whether the company is involved in any current or pending litigation. If so, provide the name of the lawsuit, the court, the case number and brief description of the company's course of action
- Financial Stability: Provide a statement of income, a balance sheet, and statement of changes in financial position. The financial statements should be as of the period ending on the last day of your most completed fiscal year or the preceding year. All financial information should be marked Confidential.

Optional: Communication Materials

Proposals may include, if desired, communication or marketing materials such as newsletters, brochures, posters and websites to review products, tools or services available as a part of the proposal package. These materials will not count towards the proposal page limit.

Evaluation Criteria

<i>Consultant Information</i>	15
Company Background	
References	
Relevant Experience and Projects	
<i>Project Team Experience</i>	25
Qualifications of Team	
<i>Project Plan & Approach</i>	40
Project Understanding and Industry Knowledge	
Project Schedule	
Proposed Services	
Project Deliverables	
<i>Program Fee</i>	20
<i>Possible Points</i>	100

RFP REVIEW

The RFP Review Team comprises staff from the Planning and Development Services Department and the Department of Public Works. For scoring, the RFP Review Team will evaluate the proposals based on the above criteria. The team may seek outside expertise, including but not limited to technical advisors.

The firms with responsive proposals may 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 the proposal's content.

Additional Information

Inclusion of Proposal

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

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.

Proposal Validity Period

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

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.

Withdrawal of Proposals

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

Cancellation

The City of West Hollywood reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals do not obligate the City to award a contract.

Acceptance and Rejection of Proposals

The City may reject any or all responses. The City reserves the right to reject any proposals when such rejection is in the City's best interest if the proposal contains significant irregularities. The City may waive minor irregularities in the proposal. The City also reserves the right to cancel this RFP at any time or to solicit and re-advertise for other proposals. The cost of

preparing any responses to the RFP shall be borne by the respondents and shall not be reimbursed by the City. After reviewing the responses, one team will be selected to participate in the project and be required to enter into an Agreement for Services with the City (See Attachment A). The City reserves the right to negotiate changes to the terms contained in the proposal with the selected proposer, including changes to the cost.

Universal Access and Non-Discrimination

The City of West Hollywood has a long commitment to providing accessible programs and services to all citizens. In connection with the performance of this project, the selected team agrees not to refuse to hire, discharge, promote demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, color, religion, national origin, gender, gender variance, age, military status, sexual orientation, marital status, or physical or mental disability; and the team further agrees to insert the foregoing provision in all subcontracts for the project.

Verification of Information

Teams are hereby notified that the City will rely on the accuracy and completeness of all information provided in making its selection. Teams are urged to carefully review all information provided to ensure such information's clarity, accuracy, and completeness. As the City deems necessary and appropriate in its sole discretion, it reserves the right to make any inquiries or follow-up required to verify the information provided.

Confidentiality

Before the Agreement for Services award, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the Agreement for Services award, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded

Public Records and Rights to Submitted Materials

The originals of all studies, reports, exhibits, documents, data, and/or other work/material(s) prepared and/or used to comply with any section/condition of this RFP, plus any copies of the same required by the Agreement for Services to be furnished to the City shall be deemed to be public records to the extent permitted by the California Public Records Act which shall be open to inspection by the public and as such shall become and remain the property of the City.

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 officials, employees, vendors, or customers regarding this RFP is expressly prohibited without prior consent and may result in disqualification.

ATTACHMENT A

SAMPLE AGREEMENT

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

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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

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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

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

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 C.
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.

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

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
AGREEMENT FOR PROFESSIONAL SERVICES**

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
AGREEMENT FOR SERVICES**

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

Exhibit C

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

Exhibit C

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 disclose 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

ATTACHMENT B

EVIDENCE OF INSURANCE



REQUEST FOR EVIDENCE OF INSURANCE – PLEASE PROVIDE THIS TO YOUR INSURANCE AGENT FOR PROPER PROCESSING

Dear Vendor/Service Provider:

As part of your contract with the City of West Hollywood you are required to provide evidence of insurance coverage as outlined below. Kindly return your completed **ACORD Form Certificate of Insurance and the proper policy endorsements** to your City representative.

Certificate Holder: The City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, California 90069

Required Coverages & Endorsements:

- Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- Automobile Liability with minimum combined single limit of \$300,000 (for owned, non-owned, hired, rented vehicles as necessary).
- Workers' Compensation Insurance as required by applicable law & Employers' Liability Insurance with minimum limits of \$1,000,000. Coverage waived if vendor is sole proprietor.
- The CITY OF WEST HOLLYWOOD, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds as their interests may appear (excluding Workers Compensation and Professional Liability).
***REQUIRES A POLICY ENDORSEMENT**
- Include a **Waiver of Subrogation Endorsement** for the following:
 - ✓ Commercial General Liability
 - ✓ Workers Compensation Coverage (waived if sole proprietor)***REQUIRES POLICY ENDORSEMENT(S)**
- Named insured must state their insurance is primary and non-contributory by policy endorsement.
***REQUIRES A POLICY ENDORSEMENT**
- Certificate should indicate a 30 day notice of cancellation or reduction in limits applies.

Please note: not providing the proper insurance documentation may delay the processing of your contract. Refer to your specific contract for additional terms and requirements as necessary.

RETURN INSURANCE DOCUMENTS TO YOUR CITY REPRESENTATIVE