



NOTICE INVITING PROPOSALS

FOR

SHORT-TERM RENTAL DATA AND ANALYTICAL SERVICES

The City of West Hollywood wishes to seek the services of a short-term rental monitoring and enforcement data company to provide ongoing support and assistance in ensuring compliance with applicable regulations regarding short-term rentals. The selected company will be working directly with City of West Hollywood Code Enforcement personnel.

ELECTRONIC SUBMISSIONS ONLY; HARD COPIES ARE NOT ACCEPTED

TENTATIVE PROCUREMENT SCHEDULE

REQUEST FOR PROPOSALS RELEASED:	February 21, 2023
DEADLINE FOR SUBSTANTIVE QUESTIONS:	March 7, 2023, 12:00 p.m.
DEADLINE FOR PROPOSALS SUBMITTAL:	March 22, 2023, 12:00 p.m.
REVIEW OF BID PROPOSALS:	March 28-30, 2023
INTERVIEWS WITH SHORT-LISTED VENDORS:	April 3-5, 2023
AWARD OF CONTRACT:	May 1, 2023

PREPARED BY:

**City of West Hollywood
Community Safety Department
Neighborhood & Business Safety Division
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West Hollywood, California 90069**

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1.0 INTRODUCTION AND BACKGROUND

1.1 Introduction

The City of West Hollywood is soliciting proposals from companies to provide data and analytical support for its short-term rental monitoring and enforcement program.

In 1984, a dedicated grass root group of renters, Seniors and Gay and Lesbian activists joined together to make a small 1.9 square mile section of Los Angeles County known as West Hollywood, an independent city. The City of West Hollywood was incorporated on November 29, 1984. Today, almost 39 years later, as a result of their vision and hard work, West Hollywood has become one of the most admired and respected cities in the country. Centrally located, West Hollywood shares boundaries with the cities of Beverly Hills and Los Angeles. West Hollywood is a general law city, with a Council-Manager form of government. Law enforcement services are provided by the Los Angeles County Sheriff's Department and fire protection is provided by the Los Angeles County Fire Department. The City of West Hollywood's Fiscal Year 2023-24 annual operating budget is \$136 million.

West Hollywood is passionate and creative in its approach to city government and has established itself as a leader in many of the critical social movements since incorporation. The City of West Hollywood has led the way in the fight against HIV and AIDS; rent control and affordable housing; LGBTQ+ rights; human rights and civil rights; women's rights; Seniors; protection of our environment; and animal rights.

The City of West Hollywood is proud of its unique and diverse population of an estimated 35,000 residents that includes members of the Lesbian, Gay, Bisexual and Transgender community; Seniors; Russian-speaking immigrants and an emerging Latino population. West Hollywood is an internationally famous destination. It is a treasure trove of some of the most exciting places to visit in Southern California. This is due to the City of West Hollywood's vibrant and creative business community. West Hollywood is also known as the "Creative City" for its diverse collection of businesses in art, design, and architecture. It is the West Coast center of the interior design industry. Santa Monica Boulevard, West Hollywood's "Main Street," is one of the most traveled streets in Southern California and part of the historic "Route 66." One of West Hollywood's greatest assets is the world-famous Sunset Boulevard, also known as the "Sunset Strip." It is unquestionably one of the most famous streets in the world.

For nearly 39 years, the City of West Hollywood's residents, businesses, and civic and political leaders have been unwavering in their commitment to the community's Core Values which have formed the foundation of West Hollywood's service priorities. These Core Values include Respect and Support for People; Responsiveness to the Public; Idealism, Creativity, and

Innovation; Quality of Residential Life; Economic Development; and Public Safety and Responsibility for the Environment.

1.2 Background

The City of West Hollywood (CITY) wishes to enter into an AGREEMENT with a short-term rental monitoring and enforcement data software provider. In addition, the software shall also have the capability of managing an online short-term rental licensing/permitting, including the acceptance of payments. The company will work directly with Code Enforcement personnel designated by the CITY.

The AGREEMENT between the CITY and the CONTRACTOR is intended to make certain the public is served reliably and uniformly. The AGREEMENT also serves as a device for the CITY to track and monitor compliance with the law and puts in place a code of conduct and ethics for employees of the CONTRACTOR who may meet with members of the public. The evaluation process will consider customer service, training and experience of personnel, breadth of services provided, regulatory compliance, costs for services, and experience working with other government and law enforcement agencies.

1.3 City of West Hollywood Short -Term Rental Statistics

Currently, it is estimated that there are approximately 788 short-term rental properties in the CITY. As the CITY is only 1.9 square miles, short-term rentals are a pervasive problem that have generated multiple complaints. In October 2015, the West Hollywood City Council adopted a ban on all short-term rentals. CITY staff have worked diligently to identify those short-term rental advertisements that violate the law and to also hold the responsible party accountable.

As of February 2023, the CITY has received sixty (60) short-term rental business license applications and approved twenty (20). Moreover, according to the data provided between April 2018, and February 2023, by the CITY's existing contractor, Host Compliance, licensed operators reported 7,675 nights occupied, which generated approximately \$1,745,098.73 of income to homeowners and a total of \$217,763.36 in Transient Occupancy Taxes being paid to the CITY and an additional \$6,762.67 in late fees. Since 2015, the CITY's Code Enforcement team has received 1,021 complaints regarding unpermitted short-term rentals, created 680 code enforcement cases, and issued 240 administrative citations. Since 2017, Host Compliance has issued 995 warning notices.

The CITY has found that the time and resources needed to effectively address this growing problem necessitates contractual support. As such, the CITY of West Hollywood is seeking to contract out services and support needed to proactively identify and report illegal short-term rentals and enhance related enforcement and licensing efforts.

2.0 GENERAL INFORMATION

2.1 Description of Work

The intent of the CITY is to hire a CONTRACTOR that has the ability to provide complete short-term rental data and analytical services to include, but not limited to:

1. Quantitative/Qualitative Short-Term Analysis and Policy Options
2. Short-Term Rental Address Identification Services
3. Pro-Active and Continuous Short-Term Monitoring
4. Automated Issuance of Warning and Business License Renewal Notices
5. Storage of Current and Past Online Short-Term Advertisements including Photos
6. Online Processing of Short-Term Rental Business Licenses
7. Customized Reporting of Short-Term Advertisements by Geographical Area, Enforcement Actions, and Licensing

The detailed Scope of Services can be seen in Section 9.0 - Scope of Work.

2.2 Period of Performance – Agreement Term

The AGREEMENT will be for an initial period of one (1) year, with the ability to extend the contract for up to one (1) additional year for up to four (4) consecutive years. All Agreement terms are subject to City Council approval at the time of award.

2.3 Compensation

Compensation: The CITY will provide compensation based on a schedule of deliverables and associated fees. This AGREEMENT is an indefinite quantity AGREEMENT and compensation will be based on actual work completed to the satisfaction of the CITY. The CITY will request proposals based on either a fixed priced proposal for a defined scope of work or proposals based on an hourly rate with estimated costs. No work shall commence without execution of the resulting AGREEMENT and issuance of a duly authorized purchase order from the CITY detailing the not to exceed amount.

3.0 INSTRUCTIONS TO PROPOSERS

3.1 Pre-Contractual Expenses

The CITY shall not be liable for any pre-contractual expenses, which are defined as expenses incurred by a PROPOSER in preparing its proposal in response to this Request For Proposal (RFP), negotiating with the CITY in any matter related to the proposal or resulting AGREEMENT, or any other expenses

incurred by a PROPOSER prior to the date of award of the contract resulting from this RFP.

3.2 Informed Proposer

PROPOSERS shall review the Sample Contract (Appendix "A") for a complete understanding of all terms and conditions included therein. PROPOSERS are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals.

Failure to do so will be at a PROPOSER'S own risk and the PROPOSER cannot secure relief on the plea of error.

3.3 Proposer Representations

By submitting a proposal for individual identified projects, each PROPOSER represents that it:

- 3.3.1 Has reviewed conditions covered by this RFP and the required specifications prior to the date of award of the bid and commencement of the specified services under the resulting AGREEMENT.
- 3.3.2 Will provide everything necessary for and incidental to the satisfactory completion of the work as specified herein and indicated on the contract documents. Submission of a proposal is considered evidence that the PROPOSER has visited and is familiar with the site facilities, site conditions, requirements of the contract documents, pertinent state and local codes, state of labor and material markets, and has made appropriate allowance in their proposal for all contingencies.
- 3.3.3 Has thoroughly examined and become familiar with the required specifications as described in Section 9.0 - Scope of Work.
- 3.3.4 Understands the requirements of the Scope of Work, the nature and location of the work, and all other matters that can affect the work.
- 3.3.5 Will honor its proposal for 90 days and acknowledges that the proposal cannot be withdrawn within that time without prior written consent from the CITY.
- 3.3.6 Will comply with all requirements set forth in this RFP and, if awarded, the ensuing contract.
- 3.3.7 Has reviewed the attached Sample Contract (Appendix "A") and, other than through the request for clarification process described below in paragraph 3.5, will not seek to alter, or revise its terms

and conditions, except as is expressly requested in the Proposer's bid proposal.

3.3.8 Will, if selected to perform the work, comply with all terms and conditions set forth in the Sample Contract (Appendix "A") and documents associated with this RFP, except that such requested exceptions detailed in Proposer's bid proposal may be negotiated and agreed upon by CITY and Proposer prior to execution of the resultant Agreement.

3.4 Addenda

The CITY reserves the right to revise or amend the RFP documents prior to the stated proposal submittal deadline. Any such revisions will be made by written addenda to this RFP. Firms must acknowledge receipt of addenda in their proposal letters. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

3.5 Submission of Substantive Questions

3.5.1 Submitting Requests

All substantive questions regarding the requirements of this RFP must be submitted via the CITY's electronic proposal process. Please include only one question for each number.

The deadline to submit requests for substantive questions is **March 7, 2023, at 12:00 p.m. through the CITY's electronic proposal process.** Procedural questions may be submitted at any time via email or telephone.

3.5.2 City Response.

The CITY will respond to all written questions within two business days to all substantive questions. A written addendum will be issued through the CITY's electronic proposal process in response to any and all substantive questions submitted via the CITY's electronic proposal process.

3.5.3 Exceptions or Requested Modifications to City's Sample Contract Form

PROPOSERS shall familiarize themselves with the Sample Contract Form (Appendix "A"). The CITY intends to use the attached Sample Contract Form as the contract resulting from this RFP. Should the PROPOSER have concerns, questions, or recommended modifications to the Sample Contract Form, then those concerns/recommended modifications must be specified in detail in the Proposal Letter in the

section noting "Exceptions". This includes requested changes to insurance, indemnification, limitation of liability, etc. No exceptions or requested modifications to CITY's Sample Contract Form will be considered except those detailed in PROPOSERS bid proposal.

3.6 Withdrawal of Proposal

The PROPOSER may withdraw its proposal before the opening of proposals and prior to the Open date and time indicated.

3.7 City Rights

The CITY may investigate the qualifications of any PROPOSER under consideration, require confirmation of information furnished by the PROPOSER, and require additional evidence of qualifications to perform the work described in this RFP. This RFP does not commit the CITY to issue a contract to implement this procurement.

Furthermore, the CITY reserves the right to:

- 3.7.1 Accept or reject any and all of the proposals, or any item or part thereof, at its discretion.
- 3.7.2 Make an award for a portion of the Scope of Work.
- 3.7.3 Award contracts to one or more PROPOSER(S).
- 3.7.4 Cancel or withdraw the entire RFP, or any part thereof, at any time without prior notice.
- 3.7.5 Issue a subsequent or concurrent RFP.
- 3.7.6 Waive any minor errors or irregularities in any proposal, to the extent permitted by law.
- 3.7.7 Obtain information from any source that has the potential to improve the understanding and evaluation of the RFP.
- 3.7.8 Postpone RFP openings for its own convenience, except nothing on the CITY's part shall request or require bid proposals to remain firm after the initial 90-day period.
- 3.7.9 Remedy or overlook technical errors in the RFP process.
- 3.7.10 Appoint an Evaluation Committee to review RFPs.
- 3.7.11 Seek the assistance of outside technical experts.

- 3.7.12 Approve or disapprove the use of particular sub consultants.
- 3.7.13 Establish a short list of PROPOSERS eligible for interview after review of written RFPs.
- 3.7.14 Negotiate with any, all or none of the respondents to the RFP.
- 3.7.15 Solicit best and final offers (BAFOs) from all or some of the respondents.
- 3.7.16 Accept other than the lowest monetary offer.
- 3.7.17 Award a contract based upon initial offers.

3.8 Compliance with Laws and Regulations

The selected PROPOSER(S) are required to comply with all relevant local, state, and federal laws, codes, and ordinances. If PROPOSER outsources any work or job to a sub consultant, it will be the PROPOSERS responsibility to ensure that all sub consultants meet the requirements set forth in this RFP and the resultant contract.

3.9 Public Records Act

- 3.9.1 All records, documents, drawings, plans, specifications, and other materials submitted by PROPOSER(S) in its proposal and during the course of any work awarded shall become the exclusive property of the CITY and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). The CITY's use and disclosure of its records are governed by this act.
- 3.9.2 The CITY will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the act. The CITY will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the CITY be responsible or liable to the submitter or any other party for the disclosure of any such labeled information. Firms that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at the CITY's discretion, be deemed non-responsive.
- 3.9.3 The CITY will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the act or the definitions of "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY."

3.9.4 If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate PROPOSER(S) shall indemnify, defend, and hold harmless the CITY in such litigation.

3.10 Prohibited Communications

No PROPOSER, or anyone representing a PROPOSER, is to discuss this RFP with any official or employee of the CITY, other than the designated CITY Representative named in this RFP.

Neither PROPOSERS, nor anyone representing a PROPOSER, are to discuss this RFP with any Consultant engaged by the CITY for assistance in preparing the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the Consultant even if the contract has already been awarded.

3.11 Use of Sub Consultants

3.12.1 The PROPOSER awarded a contract by the CITY must be the prime consultant performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of sub consultants. Acceptance or rejection of a proposer's request to use sub consultants is at the sole discretion of the CITY. The CITY reserves the right to reject any proposal to function as the prime Consultant on the awarded contract. When approved, the sub consultant(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by its sub consultant(s).

3.12.2 With prior approval of the CITY, the prime consultant may enter into sub-contracts and joint participation agreements with others for the performance of portions of resultant agreement. The prime consultant shall at all times be responsible for the acts and errors or omissions of its sub consultants or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and the CITY or any obligation on the part of the CITY to pay, or to be responsible for the payment of, any sums to the sub consultants.

3.12.3 The provisions of the resultant AGREEMENT shall apply to all sub consultants in the same manner as to the prime consultant. In particular, the CITY will not pay, even indirectly, the fees and expenses of a sub consultant that does not conform to the

limitations and documentation requirements of resultant AGREEMENT.

3.12.4 Upon written request from the CITY, the successful PROPOSER shall supply the CITY with sub consultant agreements.

4.0 INSURANCE

4.1 Insurance

The CITY requires Consultants to obtain appropriate insurance coverage within the prescribed minimum limits set forth in the attached Sample Contract (Appendix "A").

The required insurance certificates must comply with all requirements of the standards as shown in the contract and must be provided within ten (10) days of issuance of the Notice of Intent to Award and prior to the commencement of any work under the terms of the contract. Failure to comply with the required Insurance requirements may result in termination of the AGREEMENT as detailed therein.

5.0 PROCUREMENT SCHEDULE

5.1 Request for Substantive Questions

Deadline for Substantive Questions is **Tuesday, March 7, 2023, at 12:00 p.m.** through the CITY's electronic submission process.

5.2 Proposal Deadline Date

Proposals shall be received through the CITY electronic proposal process on or before **Wednesday, March 22, 2023, at 12:00 p.m.**

It is the sole responsibility of the PROPOSER to ensure that its proposal is uploaded prior to the deadline. Neither the CITY nor Planet Bids can be held responsible for the failure of the PROPOSER to submit its proposal electronically in a timely manner. Please note that it is not advisable to be logged into the same proposal on more than one computer, Planet Bids will save the version that was saved last.

5.3 CONTRACT AWARD

The tentative contract award date is at the City Council meeting of **Tuesday, May 1, 2023**. At its sole discretion, the CITY may notify PROPOSERS of award recommendation information by phone, mail, or e-mail. Failure to so notify any PROPOSER shall not impact, alter, or invalidate the CITY's action.

6.0 SUBMITTAL REQUIREMENTS

6.1 Proposal Content and Format

Please utilize the boxes below (☐) as a checklist to ensure a complete response to the RFP.

6.1.1 Proposals must include the following sections, organized as indicated here:

SECTION I - Proposal Letter

- ☐ The proposal letter included herein as **Appendix 'B'** to this RFP must be signed by a person or persons authorized to legally bind the proposer to enter into a contractual agreement.

SECTION II - Qualifications of Firm

- ☐ This section of the proposal is a written narrative which should establish that the Consultant has the ability to satisfactorily perform the required work; the skill, knowledge and understanding of the subject matter; the requisite previous experience on similar assignments; and financial stability and professional standing in the field. This section shall include the location and capacity of firm's business locations in Southern California

This section should include, at a minimum:

- ☐ (a) Firm Profile. A profile of the firm including the capability to provide the required services; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees. Provide a summary of staffing levels for different size projects.
- ☐ (b) Firm Experience. Describe the firm's experience in conducting assignments that are similar in nature and/or related to the work described in the Statement of Work. Describe experience in performing work as described in this RFP with various government agencies.
- ☐ (d) Licensing. Consultant is required to hold the appropriate licenses and/or certificates to accomplish the scope of work all sub-consultants are required to be properly licensed and/or certified in their area of expertise.
- ☐ (e) Litigation and Contract Termination History. Provide a brief description of any (if none, please state none):
 - Conviction or indictment of the firm or any officer of the firm

within the last five years involving alleged fraud, bribery, collusion, conspiracy, or violation of state or federal antitrust law.

- Adjudication or determination by any federal, state, or local agency that the firm or any officer of the firm has violated any provision of law relating to equal opportunity or fair employment.
- Conviction of the firm or any officer of the firm related to any state or federal law relating to the employment of undocumented foreign worker.
- Termination of a contract for convenience or for cause.

(f) Consultant's Information Form. Complete, sign and submit **Appendix "C"** – Consultant's Information Form. Project Reference Forms are included and should detail assignments that are similar in nature and/or related to the work described in the Scope of Work.

- Provide a minimum of three (3) references from public agencies, which demonstrate past and present performance. References shall demonstrate that the firm has been in continuous existence and has provided continuous services for the relevant requirements contained herein for at least one (1) year. Each reference shall include company name, address, contact person, email and telephone, and dates of work performed.

- (g) Identify sub consultants. If any, by company name, address, contact person, telephone number project function. Include the contractor's license number and classification of each. Describe PROPOSERS experience working with each sub consultant.

SECTION III - Qualifications of Personnel

This section should identify the qualifications of the individuals, sub-Contractors, and/or suppliers that will be providing services.

- Include résumés for key personnel, project staff and sub-contractors highlighting their skill, knowledge, and understanding of applicable subject matter, experience on comparable projects, and applicable professional credentials.
- Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.
- Include the person's name and proposed position for this project. Provide proposed team members, roles, and contracted work (e.g., materials testing, soils technician, part time night inspector, etc.).

SECTION IV – Cost Section

- This section should include estimated Costs for Short-Term Rental Analytics, Compliance Verification, and Monitoring as outlined in the chart in **Appendix D**. These costs will be used as a basis for comparison and may not be the sole method of determining compensation for individual projects.
- In addition, please include an hourly rate sheet for key personnel and support staff.

SECTION IV - Approach and Understanding

- Consultant shall provide a written narrative that addresses and demonstrates the PROPOSERS understanding of the CITY's needs and requirements as it relates to Short-Term Rental Data and Analytical Services Provider.

SECTION V – Required Forms

In addition to those mentioned above, the following submittal forms must be included with the proposal.

The forms shall be prepared using the copies provided in these RFP documents, or on legible photocopies. Proposals that are partial, incomplete, or modified in form or substance from what is requested in the forms may be considered non-responsive. Proposers shall initial all interlineations and revisions to entries. Failure to do so may render the proposal incomplete and/or non-responsive.

PROPOSERS' authorized signatory must review, complete, sign and submit the following forms with its proposal:

- Appendix "E" – NON-COLLUSION DECLARATION **MUST BE NOTARIZED**
- Appendix "F" – LABOR COMPLIANCE CERTIFICATION

7.0 EVALUATION OF PROPOSALS

7.1 Basis of Award

- 7.1.1 Any proposals submitted in response to this RFP will be evaluated according to the evaluation criteria stated herein. The evaluation criteria may only be modified by written addendum to the RFP.
- 7.1.2 If awarded, a contract award(s) will be made to the PROPOSER(S) earning the highest total evaluation score based upon the proposal evaluation criteria detailed under the terms of the RFP.

7.2 Minimum Qualifications

- 7.2.1 PROPOSER must be a responsible Firm that has been in continuous existence and has provided continuous services for the relevant requirements contained herein for at least three (3) years. Less than the minimum required experience may eliminate that PROPOSER from further consideration.
- 7.2.2 Extra consideration shall be given to Firms headquartered or with a substantial presence in Southern California.
- 7.2.3 The PROPOSER must be able to demonstrate relevant experience as part of this proposal with municipalities of similar size or larger than West Hollywood.
- 7.2.4 Failure to provide the relevant information to document that the firm meets the minimum experience levels, in the proposal documents may deem the PROPOSER unsuccessful.

7.3 Evaluation Criteria

Contractor's proposal shall be evaluated based upon the following criteria:

7.3.1 Evaluation Criteria - 100 total points possible.

A. Compliance with RFP Scope (35 points max.)

Depth of PROPOSERS understanding of the CITY's requirements; overall quality of proposal and Methodology; ability to provide all of the services outlined in the Scope of Work.

B. Bidder Form (30 points max.)

Qualifications and previous experience of personnel; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; concurrence in the restrictions on changes in key personnel.

C. Experience/Customer Service (20 points max.)

Experience in performing work similar in nature and/or related to the work described in the Scope of Work; experience working with public agencies, strength, and stability of the firm; appropriateness of personnel to their assigned work tasks; logic of project organization; adequacy of labor commitment.

D. Cost of Services (15 points max.)

Reasonableness of costs detailed for the proposed Short-Term Rental Data and Analytical Services.

8.0 DEBRIEFINGS

If requested, oral debriefings may be given to unsuccessful firms. Debriefings will only occur after an award of the subject contract has been authorized by the City.

9.0 SCOPE OF WORK

For the purposes of this RFP the services that may be requested are summarized as follows:

1. Quantitative and Qualitative Analysis of West Hollywood's Short-Term Rental Marketplace and Policy Options
2. Short-Term Rental Address Identification Services
3. Pro-Active and Continuous Monitoring and Enforcement of West Hollywood's Short-Term Rental Marketplace for Compliance with the CITY's Short-Term Rental Regulations

9.1 Phase 1 - Quantitative and Qualitative Analysis of West Hollywood's Short-Term Rental Marketplace and Policy Option

- 9.1.1 PROPOSERS must have the ability to monitor and analyze +99% of West Hollywood's short-term rental operations. In practice, this will require that all PROPOSERS can demonstrate their ability to aggregate and avoid duplication of short-term rental listings from no less than 15 of the top short-term rental websites operating in the City of West Hollywood.
- 9.1.2 PROPOSERS must have the demonstrated ability to analyze and segment short-term rental listings by all relevant dimensions including neighborhood (as defined by SHAPE files), usage type and property type.
- 9.1.3 PROPOSERS must have the ability to periodically scan for new listings and provide updated data on active listings across all of the major short-term rental websites with 5 days' notice.
- 9.1.4 PROPOSERS must have the ability to capture full-length, high-resolution screenshots of all short-term listings operating in the City of West Hollywood.
- 9.1.5 PROPOSERS with proven expertise in the areas of short-term rental research and policy analysis from at least one other municipality in Los Angeles County, Ventura County or Santa Barbara County are desirable.
- 9.1.6 PROPOSERS must be able to provide the CITY with a complete database on all active short-term rental listings in City of West Hollywood's jurisdiction.
- 9.1.7 PROPOSERS must have the ability to export the data to CSV or Excel formats.

9.1.8 PROPOSERS must have the ability to segment and analyze data by a number of parameters including:

- Listing URL
- Location (as defined by a boundary box or polygon i.e., neighborhood)
- Property Type (Apartment, House, Condo etc.)
- Room Type (Entire unit, Private Room, Shared Room, etc.)
- # of Bedrooms and Bathrooms
- Maximum Occupancy (e.g., Sleeps 6)
- Minimum # of nights available for rent
- Host Name/ID
- Listings of Other Rentals Offered by the Host
- # of Reviews
- First Review dates
- Last review date
- Date the property was first active
- Whether or not the property is subject to West Hollywood's Rent Stabilization Ordinance
- Rental Frequency
- Rental Rate (dollar amount and whether it is nightly, weekly, etc.)
- Minimum Days Required for Rental
- Dollar amount of Transient Occupancy Tax owed if this were a legal business

9.2 Phase 2: Short-Term Rental Address Identification Services

921 PROPOSERS must have the demonstrated ability to rapidly and accurately identify the addresses of properties listed for short-term rent on all major short-term rental websites operating the City of West Hollywood. Specifically, PROPOSERS should be able to demonstrate that they have:

1. Successfully completed similar address identification projects in other US cities in no less than 30 days of being awarded such contracts.
2. Completed similar address identification projects in other California cities.
3. A track-record of identifying the exact addresses, unit numbers and parcel numbers of no less than 85% of single-family homes listed for short-term rent, and no less than 50% of short-term rental units in multi-family properties.
4. The ability to segment and analyze data by a number of parameters including:
 - Listing URL
 - Location (as defined by a boundary box or polygon i.e., neighborhood)
 - Listing Address
 - Longitude/Latitude of the listing
 - Property Type (Apartment, House, Condo etc.)
 - Room Type (Entire unit, Private Room, Shared Room, etc.)
 - # of Bedrooms and Bathrooms
 - Minimum # of nights available for rent
 - Host Name/ID
 - Host Address and Contact Information
 - Listings of Other Rentals Offered by the Host

- # of Reviews
- First Review dates
- Last review date
- Date the property was first active
- Whether or not the property is subject to West Hollywood's Rent Stabilization Ordinance
- Rental Frequency
- Rental Rate (dollar amount and whether it is nightly, weekly, etc.)
- Minimum Days Required for Rental

9.3 Phase 3: Proactive and Continuous Monitoring and Enforcement

- 9.3.1 PROPOSERS must have the proven ability to execute continuous outreach mailing campaigns to unpermitted and non-compliant short-term rental property owners.
- 9.3.2 Automated Issuance of Warning and Business License Renewal Notices
- 9.3.3 Storage of Current and Past Online Short-Term Advertisements including Photos
- 9.3.4 Online Processing of Short-Term Rental Business Licenses
- 9.3.5 Customized Reporting of Short-Term Advertisements by Geographical Area, Enforcement Actions, and Licensing
- 9.3.6 Initial and Ongoing Training of CITY Staff

- 9.3.7 PROPOSERS must have the capability and tools to identify Transient Occupancy Tax (TOT) under-reporting based on publicly available information.
- 9.3.8 PROPOSERS must have a proven track-record of providing 24/7 - 365 telephone hotline services for citizens to report alleged violations of municipal codes related to short-term rentals. 24/7 contacts for CITY Code Enforcement staff should be included.
- 9.3.9 PROPOSERS must have the capability to produce various weekly, monthly, quarterly, annual reports regarding short-term rental activities, type and number of complaints received, new listings found, etc., occurring within the CITY. In this regard, the PROPOSERS should have the ability to create custom reports in coordination with CITY Code Enforcement staff in response to current or future code compliance needs.
- 9.3.10 PROPOSERS must have the capability to allow complainants to easily share evidence of alleged short-term rental ordinance violations (i.e., video, photo, and audio evidence) occurring in the CITY.
- 9.3.11 PROPOSERS must have ability to provide up to date listings of short-term rentals operating illegally or without proper permits.
- 9.3.12 PROPOSERS must be able to provide CITY personnel 24/7 access to the CITY's short-term rental related data and services through a secure web interface.
- 9.3.13 PROPOSERS must be able to create and maintain mobile enable web-based registration and tax collection forms.
- 9.3.14 PROPOSERS must be able to continuously monitor short-term rentals for signs of rental activity and/or tax compliance and provide regular reporting of such information to the CITY.

APPENDIX "A"

SAMPLE CONTRACT

REQUEST FOR PROPOSALS

**SHORT-TERM RENTAL
DATA AND ANALYTICAL SERVICES PROVIDER**

CITY OF WEST HOLLYWOOD
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this _____th day of _____, 2023, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services.
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
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, is Vyto Adomaitis, Neighborhood and Business Safety Manager, Community Safety Department, 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 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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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 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."

- 8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) 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 One million dollars (\$1,000,000) 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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

- 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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Nothing in this Agreement shall create any contractual relationship between the 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. **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.
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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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: Vyto Adomaitis, Neighborhood
and Business Safety Manager,
Community Safety Department

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 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 SERVICES**

IN WITNESS WHEREOF, the parties have executed this Agreement the _____ day of _____, 2023.

CONTRACTOR:

Authorized Signature, Title

CITY OF WEST HOLLYWOOD:

Danny Rivas, Director
Department of Community Safety

David Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit A

Scope of Work:

Time of Performance:

-

Special Payment Terms:

Exhibit B

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

TO: City of West Hollywood

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

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

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____

APPENDIX "B"

PROPOSAL LETTER

REQUEST FOR PROPOSALS

**SHORT-TERM RENTAL
DATA AND ANALYTICAL SERVICES PROVIDER**

CITY OF WEST HOLLYWOOD
8300 Santa Monica Blvd.
West Hollywood, CA 90069

SUBJECT: REQUEST FOR PROPOSAL – SHORT-TERM RENTAL DATA AND ANALYTICAL SERVICES PROVIDER

In response to the above referenced Request for Proposals (RFP) and in accordance with the accompanying Instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, _____ will provide to the City all required Certificates of Insurance. The proposal submitted in response to subject RFP shall be in effect for 90 days after the proposal due date.

Further, the undersigned agrees to execute the City prepared Contract and provide all required Certificates of Insurance within ten calendar days after receipt of Notice of Award. The Proposer represents that the following person(s) are authorized to negotiate on its behalf with the City in connection with this RFP and will provide appropriate evidence of authorization upon request:

Printed Name	Title	Phone
--------------	-------	-------

Printed Name	Title	Phone
--------------	-------	-------

Printed Name	Title	Phone
--------------	-------	-------

In addition to the formal certifications provided, the Proposer certifies that it has:

- A. Examined and is fully familiar with all of the provisions of the RFP Documents and any amendment thereto;
- B. Satisfied itself as to the requirements of the Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Proposal;
- D. Examined the experience, skill, and certification (if any) requirements specified in the Statement of Work and that the entities (Contractor, Sub consultant) performing the work fulfill the specified requirements; and,

F. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.

G. Unless otherwise noted within this letter, the proposal has been submitted without exception and all City Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and the City may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of the City to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP or be eliminated for further consideration.

Exceptions (if any/use additional pages if necessary): _____

The undersigned hereby agrees that the City will not be responsible for any errors and/or omissions in the Proposal.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the RFP Documents:

Amendment/Addendum No(s) all addendums shall be acknowledged through the electronic proposal process.

The Proposer further certifies that:

- A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
- B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.
- C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

PROPOSAL LETTER

Proposer's Name: _____

Business Address: _____

Phone(s): _____

E-mail address: _____

Signature of Authorized Official: _____

Type or Print Name: _____

Title: _____

Date: _____

NOTARY

Subscribed and sworn before me
this _____ day of _____, 2023.

(SEAL)

Notary Public in and for
the State of California

My Commission Expires: _____

APPENDIX "C"

SUPPLEMENTAL QUESTIONNAIRE

REQUEST FOR PROPOSALS

**SHORT-TERM RENTAL
DATA AND ANALYTICAL SERVICES PROVIDER**

Name of Company: _____

Address: _____

Legal Status (i.e., Sole Proprietorship, Partnership, Corporation):

Federal Tax I.D. Number:

Consultant Authorized Signature for Agreement:

Print Name: _____

Title: _____

Phone: _____

E-mail: _____

Consultant Point of Contact:

Print Name: _____

Title: _____

Phone: _____

E-mail: _____

How many years has your organization been in the business of providing Short Term Rental Data and Analytical Services?

How many years has your organization been in business under its present name?

Under what other or former names has your organization operated?

If your organization is individually owned, answer the following:

- Date of organization: _____
- Name of owner: _____
- Address of owner: _____

If your organization is a partnership, answer the following:

- Date of organization: _____
- Type of partnership (if applicable): _____
- Name(s) of general partner(s) _____

If your organization is a corporation, answer the following:

- Date of incorporation: _____
- State of incorporation: _____
- President's name: _____
- Vice-President's name(s): _____
- Secretary's name: _____
- Treasurer's name: _____

If the form of your organization is other than those listed above, describe it and name the principals.

PROJECT REFERENCE FORM

Provide experience and past performance information in the format provided below which demonstrates comparable professional experience. The City will contact references to verify information provided and inquire of past performance data. Add additional pages, if necessary.

PROJECT NAME AND LOCATION: _____

DESCRIPTION OF WORK: _____

Reference Name _____

Street Address _____

City, State _____ Zip Code _____

Phone Number _____ Contact Person Name (if different) _____

TOTAL VALUE OF CONTRACT: \$ _____

DATE CONTRACT BEGAN:

DATE CONTRACT ENDED: _____

Reason: _____

PROJECT REFERENCE FORM

Provide experience and past performance information in the format provided below which demonstrates comparable professional experience. The City will contact references to verify information provided and inquire of past performance data. Add additional pages, if necessary.

PROJECT NAME AND LOCATION: _____

DESCRIPTION OF WORK: _____

Reference Name _____

Street Address _____

City, State _____ Zip Code _____

Phone Number _____ Contact Person Name (if different) _____

TOTAL VALUE OF CONTRACT: \$ _____

DATE CONTRACT BEGAN:

DATE CONTRACT ENDED: _____

Reason: _____

Litigation and Contract Termination History

Provide a brief description of any (if none, please state "none"):

- Conviction or indictment of the firm or any officer of the firm within the last five years involving alleged fraud, bribery, collusion, conspiracy, or violation of state or federal antitrust law.
- Adjudication or determination by any federal, state, or local agency that the firm or any officer of the firm has violated any provision of law relating to equal opportunity or fair employment.
- Conviction of the firm or any officer of the firm related to any state or federal law relating to the employment of undocumented foreign worker.
- Termination of a contract for convenience or for cause.

Other

- A. Provide a general overview and/or background of the company. Links to company websites is acceptable.
- B. Submit a sample of monthly reports available to the CITY.
- C. Submit a list of the short-term rental websites that you monitor and extract data from.

Verification and Execution

These Proposal, Proposal Forms and documents shall be executed only by a duly authorized official of the Proposing Consultant:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Executed on this _____ day of _____, 2023.

By:

Name of Proposer (Print)

Proposer Signature

Title

Subscribed and sworn before me

this _____ day of _____, 2023.

(SEAL)

Notary Public in and for
the State of California

My Commission Expires: _____

APPENDIX "D"

COST SECTION

REQUEST FOR PROPOSALS

**SHORT-TERM RENTAL
DATA AND ANALYTICAL SERVICES PROVIDER**

**COST SECTION
REQUEST FOR PROPOSALS
SHORT-TERM RENTAL DATA AND ANALYTICAL SERVICES PROVIDER**

1. Proposers shall provide a document listing the costs for each of the 3 phases of the RFP. The proposal shall state how the costs are calculated (flat fee, per listing, other) and how long the costs are locked in.

PHASE	COST	COMMENTS
1		
2		
3		

2. The Proposer shall also include an hourly rate sheet for key personnel and support staff if unforeseen circumstances should arise that would require work beyond the scope of services.
3. Proposers Preferred Method for Payment of Services.

Explanation if none apply: _____

APPENDIX "E"

NON-COLLUSION DECLARATION

REQUEST FOR PROPOSALS

**SHORT-TERM RENTAL
DATA AND ANALYTICAL SERVICES PROVIDER**

“NON-COLLUSION DECLARATION”

[TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH BID]

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or to refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer. All statements contained in the bid are true. The Proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____, at _____, _____."

(Date) (City) (State)

Signed

Subscribed and sworn before me
this _____ day of _____, 2023.

(SEAL)

Notary Public in and for
the State of California

My Commission Expires: _____

APPENDIX "F"

LABOR COMPLIANCE CERTIFICATION

REQUEST FOR PROPOSALS

**SHORT-TERM RENTAL
DATA AND ANALYTICAL SERVICES PROVIDER**

LABOR COMPLIANCE CERTIFICATION
WORKER'S COMPENSATION

LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

CONTRACTOR:

Name of Contractor:

By: _____

Signature: _____

Name: _____

Title: _____

Date: _____