

Request for Proposals

GREEN BUSINESS PROGRAM DEVELOPMENT AND ADMINISTRATION

City of West Hollywood

Date Issued: August 8, 2023

Questions Due: August 18, 2023 5PM (PST)

Proposal Due: September 13, 2023 5PM (PST)

**WEHO
CLIMATE
ACTION**



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Introduction

The City of West Hollywood is a regional leader in climate action and champions its citywide core value of “Responsibility for the Environment.” Over the past two decades, the City has exceeded many ambitious goals to combat climate change by implementing progressive policies and programs, which permeate the local community and influence standards and action beyond city limits.

In December 2021, the City of West Hollywood adopted the West Hollywood Climate Action and Adaptation Plan (CAAP), or WeHo Climate Action. This comprehensive plan is the City’s second iteration of climate action goals which focuses on bold efforts to counteract greenhouse gas emissions, establishes targets for resiliency against extreme heat, supports a thriving urban forest and robust biodiversity, provides a resilient, sustainable building stock, and upholds efforts for a restorative relationship with the Tongva people.

West Hollywood staff is in the beginning stages of WeHo Climate Action implementation. This Request for Proposal (RFP) seeks consulting services to develop one of the sub-actions, the City’s Green Business Program, which is expected to launch in 2024. The selected consultant team would also manage and operate the program for a minimum of one (1) year following the Program launch. The vendor will have experience in environmental and business outreach, sustainable business practices, and program management.

The primary deliverables for this RFP will include developing a Green Business Program framework and certification handbook based upon the California Green Business Network standards, marketing and branding materials, rolling out and administering the program, and an annual report.

Background

The City of West Hollywood is located in urban Los Angeles County, with Beverly Hills to the west, Hollywood to the east, 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. Through robust social services programs, the City also administers extensive support for its seniors, youth, and constituents, including housed and unhoused community members. 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.

Climate Action & Sustainability

The City of West Hollywood has exhibited leadership in sustainability since the early 2000s, with its commitment to climate action and sound environmental policies such as its 2007 Green Building Program and its 2011 General Plan (GP) and 2011 Climate Action Plan (CAP). The 2011 Climate Action Plan included targets to reduce community greenhouse gas emissions, specifically to decrease 25% of the 2008 emission levels by 2025. By 2018, West Hollywood reduced its greenhouse gas emissions by 31%, surpassing the 2035 target outlined in the CAP years ahead of schedule.

In December 2021, the West Hollywood City Council adopted the Climate Action and Adaptation Plan (CAAP), or WeHo Climate Action. WeHo Climate Action establishes a target of reaching carbon neutrality by 2035 and a path to adapt to the impacts of climate change. This ambitious goal initiates a range of interdepartmental City projects and programs designed to reduce the environmental impact of emissions. The CAAP is divided into five focus areas: 1) City Leadership & Governance; 2) Energy; 3) Transportation, Mobility & Public Realm; 4) Zero Waste; 5) Natural Environment. Within these five focus areas are 20 climate measures and 60 sub-actions, enabling the City to achieve drastic emission reductions and become more climate resilient.

At the end of 2022, staff began extensive efforts on establishing the WeHo Climate Action work plan to prioritize and accomplish each sub-action. The public can view progress towards WeHo Climate Action completion via the WeHo Climate Action Dashboard on the City website.

Project Overview

The Green Business Program will respond to WeHo Climate Action Measure CLG-4 to “Accelerate Climate Action, Adaptation, and Resilience Strategies Through Regional Partnerships” and will satisfy sub-action CLG-4A, to establish a WeHo Green Business Program. The CAAP outlines that the primary goals of the Green Business Program will be to “promote energy and water efficiency, waste reduction, green building materials, and sustainable and/or local purchasing with the City’s business community.”

Objectives

The City of West Hollywood seeks a consultant team to work with staff, the local business community, regional agencies, and local utilities to develop and manage a Green Business Program. The City envisions a program that will:

- Establish a clear program framework, process, and management strategy to operate smoothly upon its launch and in subsequent years.
- Adopt various best practices from programs across the region and state to provide a successful, strong, and sustainable foundation.
- Incorporate creative or personalized elements that are unique to West Hollywood and promote program benefits to attract business participation.
- Serve as a mechanism to streamline, educate, and incite action on the City’s business-oriented environmental policies and programs.
- Demonstrate the business community’s commitment to integrating sustainable practices into their operations and celebrate businesses that meet the program criteria to be certified.

California Green Business Network (CAGBN)

The City is interested in collaborating and aligning with the California Green Business Network (CAGBN) standards and program metrics. The ideal consultant(s) will have previous experience with CAGBN.

West Hollywood Business Community

The ideal consultant team for this program will have experience with business community outreach and collaboration. The West Hollywood business community has the following main business organizations:

- West Hollywood Chamber of Commerce
- Design District Business Improvement District
- Sunset Strip Business Improvement District
- West Hollywood Travel + Tourism Board



- Employment Service & Training

While this may encompass a majority of the business community in West Hollywood, these organizations do not identify nor include a full representation of the West Hollywood business community. The Program and the ideal consultant(s) are intended to serve, engage, and work collaboratively and equally with all businesses to.

Economic Development Department

The City’s Long Range Planning Division staff, alongside the consultant, will work closely with the Economic Development Department and the Business Development Division. The Economic Development Department works to support, attract, and retain West Hollywood businesses. The Business Development Division works with new, expanding, and long- standing businesses, business districts, and business organizations to ensure they are informed of City policies, programs, and standards.

Existing Local Environmental Policies for Businesses

1990	Polystyrene Food Packaging Ban
2012	Single Use Plastic Bag Ban
2022	Single Use Foodware Accessories (AB 1276) Upon Request
2022	Organics Recycling (SB 1383)
2023	Non-Compostable Single Use Foodware Accessories Ban for employers with more than 500 employees in the U.S.
Ongoing	Commercial Stormwater Inspections (NPDES)
Ongoing	Annual Document Shredding and E-Waste Collection Event
Ongoing	Construction & Demolition Waste and Recycling Plans
2024	Non-Compostable Single Use Foodware Accessories Ban for all food facilities
2025	Transportation Demand Management/Transportation Management Organization

Scope of Work

The following tasks and deliverables are included in the scope of work:

Task 1: Project Background, Goals & Objectives

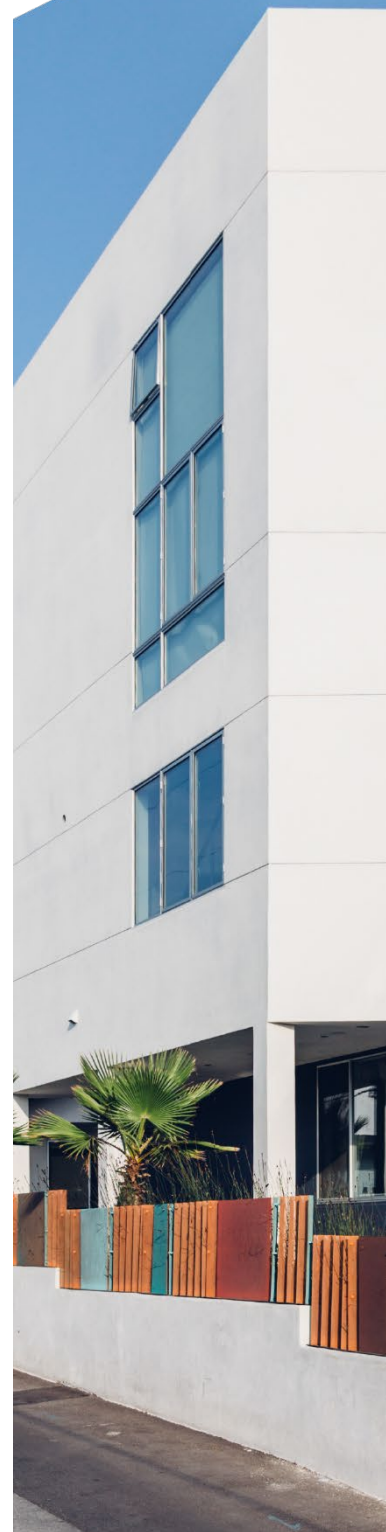
The consultant(s) will meet with staff to discuss project goals and objectives, confirm the project schedule, and review existing documents, data, policies, and initiatives relevant to the Program.

The consultant(s) will explore, research, or have previous knowledge in a number of areas to inform subsequent phases of the work. This may include, but is not limited to:

- Knowledge of best practices from cities similar in size, scale, and physical context as West Hollywood, including marketing and promoting a Green Business Certification program, effective program metrics, any financing mechanisms to support the program, and other resources or tools as appropriate.
- Knowledge of existing City codes, policies, programs, recent City Council commitments and directives to advancing climate action related to businesses.
- Thorough understanding of the California Green Business Network qualification, application process, contact(s), and other information as needed.
- Preliminary outreach, if needed, such as facilitating meetings with:
 - City Staff to provide context to the West Hollywood business community and outreach opportunities. The meeting may include staff from Long-Range Planning, Public Works, Community Safety, Economic Development, the City Manager's Office, and others, as appropriate.
 - The West Hollywood business community to understand the best methods of communicating the Green Business Program, its benefits, and recruit participation. This may involve speaking with local businesses and members and non-members of the Chamber of Commerce.

Task 1 Deliverables:

- Project Kick-off Meeting
- Workplan and Project Schedule
- List of resources, data, contacts, or information needed from City staff or Program partners



Task 2: Program Framework

The consultant(s) will develop a framework for the West Hollywood Green Business Program. This document will identify and outline all elements of the program including but not limited to, various business type qualifications and requirements, the certification process, budget, partner organizations and their roles (contacts), roll-out, recruitment and marketing strategies, operational details and logistics, and branding package (optional). This document will be used for the first year of the Program and will be used to maintain and manage the program into the future.

In alignment with Task 1, staff suggests the consultant(s) utilize, build upon, or mimic existing framework from CAGBN which can be found here:

[“Starting a Green Business Program.”](#)

Task 2 Deliverables:

- A thorough and formalized document referred to as the ‘program framework’ based on CAGBN standards and metrics for internal use.
- At least one (1) review period by staff

Task 3: Administering and Reporting

The consultant(s) will administer the program launch and implementation for the first year, with an option to renew, and will apply the standards outlined in the program framework.

Please indicate the maximum number of audits your firm can accommodate in one year and provide a cost range the firm will charge for additional businesses to participate.

As program administrator, the consultant(s) may be responsible for the following:

- Implement a checklist that adheres to CAGBN requirements for each business sector that will be used to perform a sustainability audit of existing business operations.
- Visit City businesses and compare their sector checklist to their existing operation and based on that comparison, develop an action plan containing specific tasks and measures that the business needs to implement as a condition to receiving their certification.
- Perform on-site verification that the action plan was implemented before awarding certification.
- Enroll each business becoming certified into the CAGBN database.
- Once annually, prepare an e-mail distribution list containing contacts for the businesses becoming certified that year.

Upon the conclusion of the program's inaugural year, the consultant team will draft an annual report which includes, but is not limited to, an overview of the program, accomplishments of the program such as participants and program metrics, and any future recommendations or modifications for subsequent years of the program. The consultant team will present the results of the annual report to City Council.

Task 3 Deliverables:

- Manage and operate all program functions for at least one year following program launch.
- Visit City businesses and perform on-site verifications.
- Prepare an e-mail distribution list containing contacts for the businesses becoming certified that year.
- Prepare an end-of-year annual report.
- At minimum, attend and present at one (1) City Council Meeting

Task 4: Marketing and Communications

The consultant(s) will work with staff to develop a marketing strategy and branding campaign presenting the Green Business Program as a new legitimate network that will garner business participation and community conversation. The strategy should aim to recruit businesses and provide tangible ways that businesses can benefit from participation while mitigating the effects of climate change. All marketing materials with participation criteria should consider simple metrics that can be communicated meaningfully.

In addition to the recruitment of businesses, the consultant team will prepare and develop post-certification marketing materials that will be used to promote and celebrate certified green businesses.

The strategy should outline specific communication tactics and develop content and design templates for multiple forms of media for the Program (brochures, fact sheets, press releases, social media, infographics, presentation layouts, mailers, city website, etc.). All public-facing materials should be formatted and branded in a manner consistent with the City of West Hollywood's Communications Department. The City is also interested in a directed marketing strategy that welcomes diversity, inclusion, and equity (DEI).

Task 4 Deliverables:

- Draft and implement a marketing strategy and branding campaign for pre and post-business certification
 - One-pager, infographic, or brochure referred to as the 'certification handbook' or a 'how to' document for recruitment.

Task 5: Certification Award Ceremony

The consultant team will organize an award ceremony for participating businesses. This ceremony will occur once a year and will recognize businesses for their achievements in meeting the requirements of being ‘green business certified.’ This event will be a critical piece of the Program and should offer an enjoyable and memorable experience for participants, City officials, relevant staff, and other external stakeholders.

Task 5 Deliverables:

- Organize and host a Certification Award Ceremony

Task 6: Community Engagement

The consultant will organize and host additional community engagement opportunities, as needed, to promote WeHo Climate Action.

Task 6 Deliverables:

- Organize and host community engagement event(s)

RFP Process Schedule

RFP Schedule & Deadlines	Date
RFP Issued by the City	August 8, 2023
RFQ Questions Due on PlanetBids	August 18, 2023
City Responses Posted on PlanetBids	August 22, 2023
Proposal Due on PlanetBids	September 13, 2023
Consultant Interviews and Selection	September 15, 2023
Awarding of Contract and Contract Signing	September 2023
Project Kickoff	October 2023

Project Timeline

The project timeline is as follows:

Date	Task
October 2023	Project Kick off
Late-November 2023	Draft Program Framework, Handbook and Marketing Materials
January 2024	Program Development Reviewal Period
February 2024	Program Development Complete
March 2024	Program Implementation Target Start
December 2024	Inaugural Certification Ceremony
March 2025	Publish Annual Report 2024, Update City Council

Consultant Selection Process

The following section outlines the submission requirements and selection process.

Proposal Submission Instructions

Applicants should submit by email one (1) digital copy of the submission on PlanetBids (<https://pbsystem.planetbids.com/portal/22761/>) no later than **September 13, 2023 at 5:00 p.m.** Proposals received after this time and date shall be disqualified and unopened. Postmarks will not be accepted as proof of receipt. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals will be considered.

The Consultant is solely responsible for “on-time” submission of their electronic proposal. This is considered the Consultant’ “Response File” on PlanetBids. The City will only consider proposals that have been transmitted successfully and have been issued an e-bid confirmation number with a time stamp from the PlanetBids Bid Management System, indicating that proposal was submitted successfully. Consultant shall be solely responsible for informing itself with respect to proper utilization of bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Consultant to



successfully submit an electronic proposal shall be at the Consultant's sole risk and no relief will be given for late and/or improperly submitted proposals. Consultants experiencing any technical difficulties with the proposed 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 submission deadline.

Proposal Submission Requirements

Proposals must be clear, succinct, and not exceed twenty (20) pages, excluding optional communications materials.

All submittals will be evaluated on the completeness and quality of the content. Only those applicants providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail. The applicant must provide all information as requested in this RFP. Responses must follow the format outlined below. Additional materials beyond the stated page limit may not be considered. The City may reject as non-responsive at its sole discretion any Qualification Package or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Responses shall be organized in the following manner:

1) Cover Letter: An overall introduction is required, including a statement of the Team's understanding of the needs of the City. The Cover Letter must state the name of the person(s) authorized to represent the Team in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and email addresses. A legal representative of the Team, authorized to bind the company in contractual matters must sign the Cover Letter. The letter may also briefly set forth any particular information the Team wishes to bring to the City's attention.

2) Executive Summary: Teams must include an Executive Summary. This part of the response to the RFQ should be limited to a brief narrative highlighting the company's Qualifications. The summary should contain as little technical jargon as possible and should be oriented toward nontechnical personnel. Please include any benefits your Team has over competitors.

3) Company Background: Teams must provide their response to the following statements and questions in this section.

- Name of company.
- Name of parent company, if applicable.
- Identification as minority- and women-owned business enterprise or non-profit organizations, if applicable.
- 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?
- Company's experience in providing comparable services to other organizations.

4) Statement of Understanding: Teams shall include a statement of understanding of the program scope which shall represent the company's knowledge of the functions, methods, and problems related to providing effective services as described in this RFP.

5) Proposed Services: Propose and describe in detail the services that will be provided as requested in the Scope of Work of this RFP.

6) Proposed Fee: Propose and describe in detail the fee structure corresponding to the related professional services. Include hourly rates for work to be performed by task.

7) References: Teams shall 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)

8) Optional Communication Materials: Teams may include, if desired, communications materials, including newsletters, brochures, posters, and websites for review of products, tools and services available, including references and case studies. This material will not count towards the Proposal page limit.

Evaluation Criteria

Submitted proposals shall be evaluated using the following key criteria:

Criteria	Maximum Points/Percentage
Relevant Project Experience and Understanding: Applicant demonstrates adequate and meaningful experience with projects of similar/comparable type and scope; clarity, creativity, and completeness of approach and proposed work plan; and transparency on ability to adhere to the desired project timeline.	25
Company Experience and References: Applicant has experience in providing comparable services to other organizations and overall expertise in subject matter and a demonstrated ability to deliver high quality, innovative work for relevant projects of similar complexity.	25
Project Structure and Budget: Applicant demonstrates cost effectiveness and value of each task, including a proposed fee schedule.	40
Familiarity: Knowledge of Local Governments, Utilities, and Communities in the Southern California region.	5
Minority- and Women-Owned Business Enterprise (MWBE) or Non-Profit Organization: The City is committed to increasing contracting opportunities for and working with MWBEs and non-profit organizations. Applicant and/or its subcontractors identify as a MWBE or is a 501c3 or 501c4 non-profit organization.	5
Total Points	100

For the purpose of scoring Proposals each of the RFP Review Team members will evaluate each Proposal based upon the criteria listed above. The Team may seek outside expertise, including but not limited to technical advisors. The highest ranking firm(s) may be asked to come in for an interview.

The City will not entertain requests for clarifications or debriefing about the merits of any individual proposal before or after the selection of finalists has been announced.

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 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 bid.

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 and all proposals when such rejection is in the City's best interest if the proposal contains major irregularities. The City may waive minor irregularities of the proposal. The City also reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other proposals. The respondents shall bear the cost of preparing any responses to the RFP and shall not be reimbursed by the City. After reviewing the responses, one team will be selected to participate in the project and will be required to enter into an Agreement for Services with the City (See Attachment A).

Universal Access and Non-Discrimination

The City of West Hollywood has a long history of 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 to 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 accuracy and completeness of all information provided in making its selection. Teams are urged to carefully review all information provided to ensure clarity, accuracy, and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries, or another follow-up required to verify the information provided.

Confidentiality

Prior to award of the Agreement for Services, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the Agreement for Services, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be 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.

Coordination and Communication

The City's principal contact for this proposal will be Paige Portwood, pportwood@weho.org.

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, employee, vendor or customer regarding this RFP is expressly prohibited without prior consent and may result in disqualification.

CITY OF WEST HOLLYWOOD
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment A – Professional Services Contract

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

RECITALS

- A. The CITY proposes to contract for 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, _____ 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. 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.
- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 8.4. Certificates of Insurance. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

- 8.5. Failure to Procure Insurance. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS. The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. CONFLICT OF INTEREST. The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action

to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. 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. 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.
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.

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

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

EXHIBIT A

Scope of Services:

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

Time of Performance:

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

Special Payment Terms: NONE
(only if additional to section C.4. on page 1)

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

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

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 _____

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



WEHO
CLIMATE
ACTION