



City of West Hollywood



TRANSPORTATION DEMAND MANAGEMENT PROGRAM

Request for Proposals

Transportation Management Organization | Long Range Planning Division

Date Issued: September 7, 2023

Questions Due: September 21, 2023, 5:00 p.m. PT

Submission Deadline: October 6, 2023, 5:00 p.m. PT

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On July 16, 2018, the West Hollywood City Council adopted the City's Transportation Demand Management (TDM) Ordinance, defined in the *West Hollywood Municipal Code (WHMC), Section 10.16*. The City of West Hollywood is now seeking a consultant team to lead the City's efforts in the Ordinance implementation through planning, outreach, and administering of a Transportation Management Organization (TMO program).

We are seeking a qualified consultant who share our vision and will develop the implementation strategy to provide a high level of expertise and reliability to ensure the initial roll-out of the Ordinance is integrated as seamlessly as possible into the City's regular operations.

The consultant team will work with the City to create a critical public outreach strategy, identify and disseminate information regarding program eligibility and requirements, and establish ongoing outreach to implement the Ordinance to new and existing (non-compliant) parties. This program will include engagement and frequent interaction with City staff, the West Hollywood development community, and West Hollywood business community. Previous experience with all three groups will be essential to the success of this Ordinance implementation.

Thank you in advance for your interest and submissions. All questions and any correspondences regarding this Request for Proposal (RFP) shall be communicated via PlanetBids.

Bob Cheung
Senior Transportation Planner

Paige Portwood
Associate Planner

Long Range Planning Division
Community Development Department
City of West Hollywood

EXECUTIVE SUMMARY

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West Hollywood

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

West Hollywood is known for its progressive public policies and sensitivity to LGBTQ, civil rights, and human rights issues. The City also administers extensive support for its seniors, youth, constituents, including housed and unhoused community members, through its robust social services programs. And the provision of stable housing through rent stabilization is a core value. Additionally, the City has a substantial capital improvements plan to ensure roads and sidewalks are safe and clean and to maintain public facilities such as parks, recreation centers, public parking, the library, and City Hall.



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

BACKGROUND

Mobility & Transportation

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

- [The General Plan's Mobility Element](#)
- [Transportation Demand Management \(TDM\) Ordinance \(2018\)](#)
- [Pedestrian + Bike Mobility Plan](#)
- [The Willoughby, Vista, Gardner Greenway Project](#)
- [Climate Action and Adaption Plan](#)
- [Bike Lane Feasibility Study for Fountain Avenue](#)
- [Bike Lane Feasibility Study for Santa Monica Blvd \(E. of Kings Road\)](#)

City Staff

The Mobility and Transportation team is structured within the Long Range Planning Division under the Community Development Department. The team is led by the Long Range Planning Manager, Francisco J. Contreras, Senior Transportation Planner, Bob Cheung and Senior Planner, David Fenn. Support staff includes Associate Planner, Paige Portwood.

For this program, the Senior Transportation Planner will serve as the project manager, provide program oversight, and be the liaison to City Management, the City Council and other stakeholders as needed. The associate planner will be the primary liaison between the consultant and City staff, commissions, boards, stakeholders and community members. They will provide day-to-day assistance, communicate and meet with the consultant frequently, coordinate program logistics, and other operational and administrative tasks as needed.

BACKGROUND

Overview

The City of West Hollywood ratified its Transportation Demand Management (TDM) Ordinance in 2018. Due to the staff time required to manage, monitor, and enforce the TDM Ordinance, the City's enactment of the Ordinance has been on hold. However, West Hollywood is now interested in and has the capacity to establish a formal Transportation Management Organization (TMO) in collaboration with a consultant team.

The Transportation Demand Management Ordinance applies to:

- Commercial or mixed use new structure development, remodels or additions of 5,000 square feet or more,
- Residential new development of ten or more dwelling units,
- All employers with ten or more employees (new and existing).

The Ordinance requires these properties to implement a TDM Marketing Plan and conduct an annual Average Vehicle Ridership (AVR) survey to determine the number of vehicles arriving on site compared to the number of people. Commercial, mixed use, and residential properties that are subject to the Ordinance must also submit a TDM Plan complete with a set number of TDM strategies and must submit an Annual Report to the City.

Next Steps

The City is seeking a consultant to support the implementation of its TDM legislation. More details are included in the Scope of Work section but, City staff envisions the ideal consultant will be able to:



Identify

necessary data and information needed to manage the program.



Develop

communication, information sharing, and outreach strategies.



Monitor & Support

the program for compliance and reporting progress.

PROJECT DESCRIPTION

Task 1 Project Goals and Objectives

The consultant will meet with staff to discuss project goals and objectives, confirm the project schedule and identify existing documents, data, and other policies or initiatives that may be relevant to the program.

Deliverables: Project Kickoff Meeting, Project Timeline, Work Plan

Task 2 Outreach Plan and Conduct Initial Outreach

The consultant will develop an extensive and comprehensive Outreach Plan for existing and new developments, properties or businesses that meet the requirements of the TDM Ordinance. The Outreach Plan will likely be completed in phases and include printed and digital information for distribution. It may also include attending and/or facilitating focus groups, one-on-one conversations and other stakeholder meetings as needed. The Outreach Plan will also likely need to outline specific strategies to target specific eligible properties or businesses (new vs. existing, commercial vs residential vs employers, etc.).

The consultant may determine other appropriate divisions, external organizations or stakeholders who may also need to be involved in the development of the outreach strategies.

Deliverable: Outreach Plan

Task 3 Develop Monitoring Plan

The consultant will set a clear plan for monitoring compliance of the TDM Ordinance. For example, the plan should answer the following questions:

- How can the TMO be made aware when new sites trigger TDM Ordinance compliance?
- When and how must the required sites report to the City?
- What type of communication should the City provide leading up to a site's compliance date?
- How Should the TMO keep track of who is or is not in compliance?
- What type of communication should the City provide for non-responsive sites?
- What are the consequences for non-compliant sites, who administers these consequences, and at what point should they be administered?

SCOPE OF WORK

The City has some tools available to provide for easy aggregation of data submitted by developer sites. The consultant should make use of these tools and other data to create an annual report template to allow for consistent monitoring of progress towards environmental goals.

Deliverable: Monitoring Plan

Task 4 Ongoing Monitoring, Support & Reporting

The ideal consultant would operate and manage the TMO after developing and initiating Tasks 2 and 3. This structure will facilitate a smoother implementation of the Ordinance because the consultant will already have access to necessary data and a thorough understanding of the Ordinance. It will also reduce confusion among stakeholders that may arise upon implementation of the Plan(s) and allows a fluid and quicker transition from development to actualization.

The city is seeking a consultant to offer individualized guidance and public-facing support to implement the TDM Ordinance on an ongoing basis (up to 3 years, with an option to renew).

Ongoing tasks may include:

- Outreach to new sites/sites with turnover,
- Develop and administer monthly trainings for site coordinators,
- Monitor ordinance compliance and related communication,
- Plan for future monitoring needs.

Furthermore, the consultant will not only be involved to ensure compliance but will also support the improvement of the TDM programs and increase Average Vehicle Ridership and decrease Vehicle Miles Traveled.

Other required areas of support from the consultant may include:

- Site coordinating counseling – increase survey response rates, identify TDM programs for sites, and encourage the use of strategies,
- On-site events – site visits to discuss transportation options and TDM strategies with tenants and employees,
- Demonstration events – hosted events for site coordinators to learn about their transportation options,
- Educational material development
- Branding and web presence

PROPOSED RFP SCHEDULE

Timeline

The schedule for the requested scope of work is 24 months (2 years) following the contract start date, with an option to renew.

Important Dates

Dates Following the Project Kickoff are Subject to Change

Date	Deliverables
September 7, 2023	RFP issued by the City
September 21, 2023	Questions due on PlanetBids by 5:00 p.m. PT
September 26, 2023	City posts responses to questions by 5:00 p.m. PT
October 6, 2023	Proposals are due on PlanetBids by 5:00 p.m. PT
October 16, 2023	City completes screening process and evaluation of proposals. City emails applicants to schedule interviews, if needed.
October 31, 2023	City selects Project Team and initiates contract agreement process
January/February 2024	Anticipated Project Start

SUBMITTAL INSTRUCTIONS

PLANETBIDS

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

<Enter Link>

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

DEADLINE

October 6, 2023
By 5:00 p.m.

[PlanetBids Link Click Here](#)

PAGE LIMIT

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

PROPOSAL CONTENTS

All proposals must be submitted prior to the deadline of October 6, 2023 by 5:00 p.m. PT and must include all of the elements listed below in order to be considered for an interview.

COVER LETTER

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

EXECUTIVE SUMMARY

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

COMPANY BACKGROUND

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

- Name of company
- Name of parent company
- Company website address
- Number of years in business
- How many employees are in your company?
- How many employees are available to work on this project?
- Qualifications of Consulting Team

Company's relevant experience in providing comparable services.

STATEMENT OF UNDERSTANDING

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

PROPOSED SERVICES

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

PROPOSED SCHEDULE & BUDGET

Please provide a list of milestones and deliverables associated with a task or phase of the scope of work over the course of the project. Please also provide a budget for the first year and ongoing costs for two (2) years of implementation.

PROPOSED FEE

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

REFERENCES

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

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

OTHER DISCLOSURES

Please also disclose the following information, if applicable:

- Terminated Contracts: Provide the name, location and dates of any contracts that have been terminated prior to the expiration date within the last five years.
- Pending Litigation: Provide a statement of whether the company is involved in any current or pending litigation. If so, provide the name of the lawsuit, the court, the case number and brief description of the company's course of action.

- **Financial Stability:** Provide a statement of income, a balance sheet, and statement of changes in financial position. The financial statements should be as of the period ending on the last day of your most completed fiscal year or the preceding year. All financial information should be marked Confidential.

CONTRACT AND INSURANCE/INDEMNIFICATION

Agree to contract and insurance/ indemnification standards. The requirements are attached as an appendix. Please provide any changes within your proposal. No changes will be allowed after.

COMMUNICTAION MATERIALS (OPTIONAL)

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

PROPOSAL REVIEW PROCESS

The RFP Review Team is comprised of staff from the Planning and Development Services Department and the Department of Public Works. For the purpose of scoring, the RFP Review Team will evaluate the proposals based upon the Evaluation Criteria. The team may seek outside expertise including but not limited to technical advisors.

The firms with proposals deemed responsive may be invited to a meeting to provide additional clarification on the content of their proposal. The City reserves the right to invite all the

PROPOSERS for an oral clarification OR up to three (3) of the top ranked firms, based on the

initial written proposal review. The meeting will not alter the selection criteria but will be used to clarify the content of the proposal.

EVALUATIVE CRITERIA

CONSULTANT INFORMATION	15
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- Company Background
- References

PROJECT TEAM EXPERIENCE	25
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- Qualifications of Team
- Relevant Experience and Projects

PROJECT PLAN & APPROACH	40
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- Project Understanding and Industry Knowledge
- Project Schedule
- Project Services
- Project Deliverables

PROGRAM FEE	20
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POSSIBLE POINTS	100
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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 proposal.

Withdrawal of Proposals

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

Cancellation

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

Acceptance and Rejection of Proposals

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

Universal Access and Non-Discrimination

The City of West Hollywood has a long 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

ATTACHMENT A: SAMPLE AGREEMENT

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

This Agreement is made on this [redacted]th day of [redacted], 2020, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

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

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

- 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
- 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20[redacted] 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 \$[redacted] 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 [redacted], shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

- 5.2. **Manager-in-Charge.** For the CONTRACTOR, [REDACTED], shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

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

7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel

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

8. INSURANCE REQUIREMENTS.

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

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

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

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

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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

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

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agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall 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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

- 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.
- 10.4. **Code of Ethics.** CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit E.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion,

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

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 _____

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

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

Policy 1. CONTRACTORS shall be committed to the CITY.

Rules:

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

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

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

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

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

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

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

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

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

Rules:

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

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

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

Rules:

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

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

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

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

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

Approved by City Council Minute Order on February 3, 2020

ATTACHMENT B: EVIDENCE OF INSURANCE



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

Dear Vendor/Service Provider:

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

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

Required Coverages & Endorsements:

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

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

RETURN INSURANCE DOCUMENTS TO YOUR CITY REPRESENTATIVE

BASIC 5.2016
Risk Management: AW



City of West Hollywood
California 1984