

REQUEST FOR PROPOSALS

City of West Hollywood
Pickleball and Tennis Concession Operations and Services
January 11, 2024



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1. THE CITY OF WEST HOLLYWOOD

1.1 Introduction

The City of West Hollywood, hereinafter referred to as the "City," is soliciting proposals from qualified consultants to manage the City of West Hollywood's Pickleball and Tennis Concession. The service and performance requirements are described in the Scope of Services.

1.2 Background

With a population of over 34,000 residents and 22,511 residential units in a land area of 1.9 square miles, West Hollywood is a dense, urban community surrounded by the cities of Los Angeles and Beverly Hills. In a recent community study, 90% of the survey respondents rated the quality of life in West Hollywood as excellent or good. 47% of the population falls within the age range of 25-45 years old, and the population of children under 5 years of age is increasing. Park and Recreation programs were rated as one of the top five most important social services identified in the community study. The percentage of households making \$75,000 or more has increased from 22% in 2000 to 36% in 2010. Russian speaking residents account for 4% of the West Hollywood population, and while not a requirement of the evaluation process for the RFP, it may be beneficial to the successful proposer to have staff fluent in the Russian language. Forty-six percent of the population identify as either gay male, lesbian or bi-sexual. The City of West Hollywood is home to a diverse community and prides itself on providing social services that meet as many needs as possible.

Known as, "The Creative City", West Hollywood is home to the famous Sunset Strip and the West Hollywood Design District. It is also the host to many high-profile special events throughout the year including WeHo Pride, the world-renowned Halloween Carnival that attracts hundreds of thousands of attendees, and the Elton John AIDS Foundation, Academy Award viewing party and fundraiser. among others.

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

1.3 Core Values

Respect and Support for People

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

Responsiveness to the Public

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

Idealism, Creativity and Innovation

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

Quality of Residential Life

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

Promote Economic Development

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

Public Safety

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

Responsibility for the Environment

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

1.4 Pickleball and Tennis Program

The Contractor shall pay to the City at a minimum, the greater of 8% of gross proceeds or \$10,000.00 (Ten Thousand Dollars) per quarter to operate the Pickleball and Tennis Concession in West Hollywood. The rates above apply regardless of scheduled closures due to City's Special Events, or unscheduled closures due to inclement weather or natural disaster as detailed below.

SCHEDULED CLOSURES / SPECIAL EVENTS	CLOSURES DUE TO INCLEMENT WEATHER / NATURAL DISASTER
Up to one week (7 consecutive days) for WeHo Pride	Up to 36 days (36 consecutive or nonconsecutive days)
Up to one week (1, 2 or 3 consecutive days) to be determined and with notice.	

Compensation shall under no circumstances be decreased except by written amendment to the agreement for services.

If any scheduled or unscheduled closures cause Contractor's costs to exceed the minimum gross proceeds to the City under the Agreement, Contractor and City shall, in good faith, mutually agree on either a reduction of the minimum payment, or termination of the Agreement.

The Contractor shall submit quarterly revenue reports showing the proceeds from; the sales and service of pickleball and tennis equipment, supplies, accessories and food and beverage; proceeds from private and group lesson instruction, camps, workshops, clinics, and tournaments; and proceeds from the pay-for-use court reservations. Contractor shall submit the quarterly payment to the City as follows: (July 1 – September 30) due October 8; (October 1- December 31) due January 14; (January 1 - March 31) due April 8; (April 1 - June 30) due July 8.

1.4.1 Locations

Pickleball and Tennis courts are currently available at two locations in the City of West Hollywood as described below.

1.4.2 Plummer Park is located at 7377 Santa Monica Blvd., West Hollywood, CA 90046.

Plummer Park has the following courts available:

- Five (5) Pickleball courts (mixed-use)
- Two (2) Tennis courts (mixed use)
- Five (5) Tennis courts (standalone)
- One (1) Paddle court (mixed use)

Free adjacent parking is available seven days per week with the exception of Mondays when parking is restricted to participants and shoppers of the West Hollywood Farmers' Market from 7 a.m. to 2 p.m. There are 85 regular parking spots and 3 disabled parking spots available to the general public. There are two unisex bathrooms located adjacent to the courts.

1.4.3 The Pro Shop*

Plummer Park also has a small pro shop where pickleball and tennis related services and retail sales are offered to the community. The Pro Shop at Plummer Park is a 250 square foot area and is situated adjacent to the courts. The Pro Shop shall be staffed and open seven days a week during all operational hours of the pickleball and tennis courts regardless of pay for play or free play time, Monday — Sunday; 7:00 a.m. — 10:00 p.m.

Revenue & Taxation Code Section 107.6 Possessory Interest Tax. Tenant recognizes and understands that this lease may create a possessory interest subject to property taxes and that, if a possessory interest is created, Tenant shall, in accordance with this Section (1.4.3) hereof, be responsible for payment of property taxes levied against such possessory interest.

*Updates/Construction to the Plummer Park Pro Shop is scheduled to take place in the near future. City staff will provide as much notice as possible when construction will begin and provide potential office and storage alternatives.

1.4.4 West Hollywood Park is located at 647 N. San Vicente Blvd., West Hollywood, CA 90069.

West Hollywood Park has the following courts available on top of the 5-story parking garage adjacent to the Aquatic and Recreation Center:

- Six (6) Pickleball courts (mixed-use)
- Three (3) Tennis courts (mixed use)

There are over 300 parking spaces available which are shared by park users, monthly parking permit holders, and members of the general public who frequent the retail businesses in the area. Parking is free for the first hour with an additional hour of free parking available with validation from the parking office and Aquatic and Recreation Center. There are three unisex bathrooms located adjacent to the courts.

1.4.5 Pay to Reserve – Reservation Rules and Regulations

Court reservations shall be made available online or by calling the Pro Shop. Current rules and reservation information are as follows:

Plummer Park Pickleball Courts Reservation Information Hour of Operation: 7 a.m. – 10 p.m.	
FREE PLAY	PAY TO RESERVE
<p>Free play rules and regulations are as follows:</p> <ul style="list-style-type: none"> • Paddle/Pickleball Court – Available for free play Monday – Friday from 7 a.m. – 10 p.m. • Free Play pickleball courts may be reserved online up to 24 hours in advance. • Free Play pickleball courts may be reserved for 1 hour maximum under a single name. • Players are only allowed to create and use one account under their name for all reservations and must be present for the duration of their reservation. • Creating multiple or false accounts is not allowed and may result in loss of booking and play privileges. • After 1 hour of play, players may continue to play if no other reservations have been made. • Reservations will be rendered void should players fail to arrive more than 10 minutes after the reserved time. • Multiple cancellations and/or no shows may result in loss of booking and play privileges. 	<p>Pay to reserve rules and regulations are as follows:</p> <ul style="list-style-type: none"> • All pickleball court reservations are \$8/hour (or \$4/half hour). • Pickleball courts may be reserved up to 7 days in advance for West Hollywood residents. • Pickleball courts may be reserved up to 5 days in advance for non-residents. • Players are only allowed to create and use one account under their name for all reservations and must be present for the duration of their reservation. • Upon registering, your account will be set up as a non-resident, and you will be able to reserve 5 days in advance. • You must present a government issued photo ID/utility bill from the past 60 days to the staff in the Pro Shop to be registered as a West Hollywood resident. • Creating multiple or false accounts is not allowed and may result in loss of booking and play privileges. • Pickleball courts may be reserved up to 2 hours maximum.

<ul style="list-style-type: none"> • Staff reserves the right to verify all court reservations at any time made by players. 	<ul style="list-style-type: none"> • Concessionaire reserves the right to shift court reservations to allow for maximum use of all courts. • Pickleball court reservations shall be made for the use of pickleball play only. • Paddle/Pickleball Court – Available for reservations Saturdays and Sundays from 8 a.m. – 10 p.m. • Pickleball Courts 6A, 6B, 7A and 7B Available for reservations Monday – Sunday from 8 a.m. – 10 p.m.
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Plummer Park Tennis Courts Reservation Information
Hour of Operation: 7 a.m. – 10 p.m.

FREE PLAY	PAY TO RESERVE
<p>Free play rules and regulations are as follows:</p> <ul style="list-style-type: none"> • Tennis Courts 1 and 2 – Available for free play Monday – Friday from 7 a.m. – 10 p.m. • Free Play tennis courts may be reserved online up to 24 hours in advance. • Free Play tennis courts may be reserved for 1 hour maximum under a single name. • Players are only allowed to create and use one account under their name for all reservations and must be present for the duration of their reservation. • Creating multiple or false accounts is not allowed and may result in loss of booking and play privileges. • After 1 hour of play, players may continue to play if no other reservations have been made. • Reservations will be rendered void should players fail to arrive more than 10 minutes after the reserved time. • Multiple cancellations and/or no shows may result in loss of booking and play privileges. 	<p>Pay to reserve rules and regulations are as follows:</p> <ul style="list-style-type: none"> • All tennis court reservations are \$8/hour (or \$4/half hour). • Tennis courts may be reserved up to 7 days in advance for West Hollywood residents. • Tennis courts may be reserved up to 5 days in advance for non-residents. • Players are allowed to create and use one account under their name for all reservations. • Upon registering, your account will be set up as a non-resident, and you will be able to reserve 5 days in advance. • You must present a government issued photo ID/utility bill from the past 60 days to the staff in the Pro Shop to be registered as a West Hollywood resident. • Creating multiple or false accounts is not allowed and may result in loss of booking and play privileges. • Tennis courts may be reserved up to 2 hours maximum under a single name. • Reservations may be rendered void and non-refundable should players fail to arrive more than 10 minutes after the reserved time. • Concessionaire reserves the right to shift court reservations to allow for maximum use of all courts.

<ul style="list-style-type: none"> • Staff reserves the right to verify all court reservations at any time made by players. 	<ul style="list-style-type: none"> • Tennis court reservations shall be made for the use of tennis play only. • Tennis Courts 1 - 7 – Available Saturdays and Sundays for reservations from 8 a.m. – 10 p.m. • Tennis Courts 6 and 7 – Available for reservations Monday – Sunday from 8 a.m. – 10 p.m. • Tennis Courts 3, 4 and 5 – Are teaching courts and instruction by Concessionaire takes priority during all private and group lessons. Reservations can be made if instruction does not take place.
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West Hollywood Park Pickleball and Tennis Courts Reservation Information Hour of Operation: 7 a.m. – 9 p.m.
PAY TO RESERVE
<p>Pay to reserve rules and regulations are as follows:</p> <ul style="list-style-type: none"> • All pickleball and tennis court reservations are \$8/hour (or \$4/half hour) • Pickleball and tennis courts may be reserved up to 7 days in advance for West Hollywood residents. • Pickleball and tennis courts may be reserved up to 5 days in advance for non-residents. • Players are only allowed to create and use one account under their name for all reservations. • Upon registering, your account will be set up as a non-resident, and you will be able to reserve 5 days in advance. • You must present a government issued photo ID/utility bill from the past 60 days to Concessionaire staff to be registered as a West Hollywood resident. • Creating multiple or false accounts is not allowed and may result in loss of booking and play privileges. • Pickleball and tennis courts may be reserved up to 2 hours maximum under a single name. • Reservations will be rendered void and non-refundable should players fail to check in more than 10 minutes after the reserved time. • Concessionaire reserves the right to shift court reservations to allow for maximum use of all courts. • Pickleball court reservations shall be made for the use of pickleball play only. • Tennis court reservations shall be made for the use of tennis play only. • Pickleball Courts 1A, 1B, 2A, 2B, 3A and 3B – Available for reservations Monday – Sunday from 8 a.m. – 9 p.m. • Tennis Courts 1, 2 and 3 – Available for reservations Monday – Sunday from 8 a.m. – 9 p.m. • Instruction by Concessionaire takes priority during all private and group lessons. Reservations can be made if instruction does not take place.

2. PROJECT INFORMATION

2.1 Pickleball and Tennis Concession Overview

The City of West Hollywood's Recreation Services Division is seeking proposals for the **management and operation of the City's** pickleball and tennis concession with an emphasis on fresh, innovative, and affordable programming in a collaborative fashion using input from City resources and based on best industry standards and practices. The Recreation Services Division is responsible for the management and oversight of this project. Proposals should include plans and procedures for leasing and operating the Plummer Park pro shop, providing private and group instruction, managing tournaments, camps, special events, and all free play courts and pay for use court reservations. The location for these activities is on the City owned pickleball and tennis courts at both Plummer Park and West Hollywood Park. The operation of the Plummer Park pro shop includes the sales and service of pickleball and tennis equipment, supplies, accessories, and food and beverage. Pickleball and Tennis professionals currently operating a pro shop or managing a teaching program are also invited to submit proposals. The effective date for the implementation of this operation is tentatively scheduled to begin on July 1, 2024.

2.2 Scope of Services

The City is soliciting proposals to provide professional concession services for its pickleball and tennis facilities. Scope of services include but are not limited to:

- Provide a design for revenue collection and payment methods for pickleball and tennis services/programs provided and allocations for PROPOSER and CITY.
- Utilize program registration and court reservation software that will allow for the following functions:
 - The ability of multi-use court reservations and blocks. (ex. 1 multi-use tennis court reservation will block the 2 multi-use pickleball courts from being reserved)
 - The ability to develop and create various user categories/profiles in determining appropriate fee charges for programs and reservations (resident, nonresident, seniors, low income, etc.)
- Provide ongoing recommendations for time allocations for free play, pay-for-use, private/group lessons, tournaments, and camps.

- Staff and manage the day-to-day operations of a pro shop, pay-for-use court reservations, free play reservations, and open play use courts, seven days a week from 7:00a.m. to 10:00p.m. at Plummer Park, and 7:00a.m. to 9:00p.m. at West Hollywood Park. This includes, at minimum, one employee to be on site at both park locations during normal operational hours.
- Provide pickleball and tennis instruction that is affordable to the community with adequate levels of supervision.
- Provide instructors that are employed by the Contractor and adequately trained and certified to teach and work in pickleball and tennis environments.
- Provide discounted program/lesson fees for West Hollywood residents that are older adults 55 and over.
- Contractor will be responsible for selecting, training, supervising, and paying the instructors.
- Contractor's staff shall wear staff identifiable uniforms, or ID tags (provided by Operator) at all times while instructing participants or performing related work in the City of West Hollywood.
- Manage player issues and concerns related to the pickleball and tennis programs and reservations in a professional manner in addition to notifying and providing City staff, at a minimum, bi-monthly updates of overall operations.
- Plan, organize, and lead lessons, tournaments, workshops, and clinics.
- Create a schedule of classes/lessons and provide thorough descriptions for publication in the quarterly City brochure and promotional materials. Promotional materials including press releases, advertisements, direct mail pieces, public service announcements and social media posts must include City logo and be approved by the City's Communications Department. The quarterly brochure is currently produced four (4) times per year (subject to change); a Summer edition (May 1st – August 31st), Fall edition (September 1st – November 30th), Winter edition (December 1st – February 28th/29th), and Spring edition (March 1st – May 31st). Submission dates for the information and publication of classes and/or

events by the Contractor for each quarter will be provided on or before the due date requested by the City liaison.

- Provide and maintain portable pickleball nets, pickleballs, tennis balls and carts at Plummer Park and West Hollywood Park courts. Report maintenance issues to City liaison in a reasonable time.
- Be available to meet with City liaison at all reasonable times requested to successfully operate a contractual pickleball and tennis program.
- Operate and maintain a website that will provide specific information such as court reservations, program schedule and registration information, pickleball and tennis court rules and reservation policy, inclement weather policy, and cancellation procedures; as well as notify the public of cancelled classes, and court closures. Website must be current and match the information provided in the quarterly City brochure.
- Integrate into the pickleball and tennis program a quarterly customer feedback mechanism that creates the ability to evaluate the programs and services offered to the community and report back findings to City liaison.
- Upon termination or expiration of the Contract, and in the event facility/program management is transitioned to another party, the Contractor shall work cooperatively with the City and the City-designated third party to transition facility/program management. The Contractor shall plan, prepare for, and conduct the transition of services required under the Contract.
- Upon termination or expiration of the Contract, the Contractor shall remove business venture signage, take down website, and cease any other marketing, advertising, promotional, or other activities requested in writing by the City's liaison.

2.3 Maintenance

The City will bear the cost of maintaining the courts in a playable condition limited to the playing surface, lighting, tennis nets, fencing and windscreens. The schedule for re-surfacing, replacement(s), repairs, routine cleaning, and court preparation shall be dictated by the City. Either party may provide ongoing recommendations to these procedures during the length of

the agreed contract, however, final approval with any recommended changes must be approved by the City liaison before any implementation can occur. Contractor is expected to report maintenance issues, safety concerns, and damage to the City and keep the courts free of safety hazards, litter and damages caused by materials or equipment. Contractor should plan for storage of court cleaning equipment. All leaf blowers must be battery/electrically powered. Water cleaning or washing of surfaces is allowed only by the City, or by approval of City liaison.

2.4 Opening and Closing Procedures

The City and the Contractor shall come to an agreement on the appropriate procedures as it pertains to the securing of the courts and ancillary facilities as defined by the City. Either party may provide ongoing recommendations to these procedures during the length of the agreed contract, however, final approval with any recommended changes must be approved by the City liaison before any implementation can occur.

2.5 Inclement Weather

In the event of inclement weather due to rain or any other extreme weather conditions, the Contractor bears all liability and responsibility to close and secure all courts located at Plummer Park and West Hollywood Park. A determination must be made by the Contractor, and shared with the City liaison, that playing conditions and surfaces are deemed safe and free from any puddles, streaks or potential hazards for the tennis courts to be reopened and operational by the Contractor.

2.6 City Keys/Parking Cards

Keys/Parking Cards shall be supplied to the successful proposer by the City at the start of the contract. Keys supplied to the Contractor include, but are not limited to the following:

- Pro Shop at Plummer Park
- Staff Restroom at Plummer Park
- Pickleball and Tennis court gates at Plummer Park

- Storage Room(s) at Plummer Park and West Hollywood Park

Parking Card(s) supplied to the Contractor include, but are not limited to the following:

- Valet Parking Garage at West Hollywood Park

A key requisition form, as shown in Exhibit E, will be supplied by the City and must be completed by the Contractor upon the start of the contract date. Requests for additional keys require that the mentioned form(s) be completed and is at the sole discretion of the City.

The Contractor shall immediately report any broken or lost keys/parking cards to the City liaison via written communication. Broken or lost keys/parking cards by the Contractor will result in the completion of a new requisition form, in addition to, but not limited to, incurring the cost of replacing keys, locks, and/or parking cards.

2.7 Storage

Storage for the operation of the Pickleball and Tennis concession shall be provided by the City at both park locations (Plummer Park and West Hollywood Park). Storage locations for each park can be found in Exhibit F and Exhibit G. The City reserves the right, at any time, to change, modify, or revoke the listed storage facilities should it deem it necessary. The City bears no responsibility for the loss or damage to any equipment, supplies, or materials stored in the referenced storage areas.

2.8 Older Adult Residents 55 and Over

In an effort to support residents who are older adults 55 years and over, the Contractor shall provide a thirty percent (30%) discounted rate for all programs and lessons offered, including court reservations.

2.9 City Sponsorship(s) and Co-Sponsorship(s)

The City reserves the right to allow for the rental purchase of all or a portion of the pickleball and tennis courts at Plummer Park and/or West Hollywood Park to be used for city related sponsorships and co-sponsorships.

3. INSTRUCTIONS

3.1 Purpose

The purpose of this Request for Proposals (RFP) is to provide interested, qualified Proposers with sufficient information to enable them to submit proposals for the Pickleball and Tennis Concession Operations and Services.

3.2 Proposal Submission

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

3.3 Disclosure of Contents of Proposal

All proposals accepted by the City of West Hollywood shall become the exclusive property of the City. All proposals accepted by the City shall become a matter of public record and shall be regarded as public once the City has negotiated an agreement, with the exception of those elements of each proposal which are identified by the Contractor as business or trade secrets and **plainly marked as "Trade Secret", "Confidential" or "Proprietary"**. Each element

of a proposal which the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain confidentiality to the extent permitted by the Public Records Act.

3.4 Proposal Due Date

Proposals will be accepted up to the hour of 5:00 p.m. on March,14, 2024.

3.5 Schedule of Events

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

Request for Proposal Release Date	January 11, 2024
Pre-Proposal Meeting	Feb. 22, 2024 10:00 a.m.
Request for Information (RFI) Due	Feb. 27, 2024 by 1:00 p.m.
Response(s) Posted	March 7, 2024
RFP Due Date	March 14, 2024 by 5:00 p.m.
Interviews (if necessary, as deemed by the City)	April 4, 2024
Award Contract (2024)	Council Meeting (May/June 2024)
Notification of Non-Award	May/June 2024
Contract Begins	June/July 2024

3.6 Questions and Inquiries Related to RFP

Proposers must satisfy themselves by personally examining the work site; standard specifications, standard plans, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No proposer shall at any time, after submission of a proposal, make any claim or assertion that there was any misunderstanding or lack of

information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in RFP documents shall be called to the attention of the City by submission of a written request for clarification or question. Such submission, if any, must be sent using the “Q & A” tab of the electronic proposal system at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

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

Any Proposers found to be soliciting other members of City staff, or elected and appointed officials during this RFP process may be disqualified.

3.7 Common Questions and Answers

Q: Is there a pre-proposal meeting/walk-through?

A: Yes. An optional pre-proposal meeting/walk-through will take place on February 22, 2024, at 10:00 a.m. to view the pickleball and tennis facilities owned by the City. The meeting will begin inside the Pro-Shop located in Plummer Park, 7377 Santa Monica Blvd., West Hollywood, CA 90046, and then proceed to West Hollywood Park to view the roof top courts at 625 N. San Vicente Blvd., West Hollywood, CA 90069. The purpose of this meeting is to ensure that Proposers have adequate information to respond fully and comprehensively to the City's requirements. Attendees, or their representatives, will be required to sign-in at the meeting. Proposers are responsible to fully acquaint themselves with the conditions of the City of West Hollywood as well as those relating to the facilities and scope of work. The Proposer should have reviewed the RFP thoroughly prior to the meeting and should be familiar with its content, as well as the City's functional and technical requirements. Proposers are highly encouraged to visit the park facilities prior to attending the meeting. Late arrivals will not be accepted.

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

A: Unfortunately, extensions cannot be granted.

Q: Will the City consider a concessionaire for Pickleball only or Tennis only?

A: The City will only consider concessionaire proposals for the management and operations for both Pickleball and Tennis.

3.8 Proposal Format

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

Submission Contents

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

Please utilize the boxes below (□) as a checklist to ensure a complete response to the RFP. Proposals must include the following sections and organized with each section noted on the top right-hand corner of the header as indicated here:

Section I - Proposal Profile

□ (a) *Profile*. A brief profile of the company including the capability to provide the required services; the year founded; form of the organization (corporation, partnership, sole proprietorship); number of employees, and locations of previous and current concessionaires managed by the proposer (if any).

Section II - Qualifications of Proposer

This section of the proposal is a written narrative which should establish that the Proposer has the ability to satisfactorily provide the required services; the skills, knowledge and understanding of the subject matter; and the requisite previous experience on similar assignments. This section should include, at a minimum:

- (a) Experience. Provide a business resume of the company's qualifications as they relate to the scope of services. Indicate prior experience in delivering the type, scope, and magnitude of pickleball and tennis services solicited under this RFP, specifically working with a diverse workplace.
- (b) Description of Services. Provide a description of the unique services, products, marketing strategies, and benefits the company will provide as part of its services.
- (c) Cost of Services. Provide a completed Proposal Cost Worksheet as shown in Exhibit C.
- (d) Milestones. Provide programming and financial milestones for the first 30 days, 90 days, 180 days and year one.
- (e) Certifications. Provide all pickleball and tennis related certifications (expiration dates, if applicable).
- (f) References. three to five (3 - 5) business references with up-to-date contact information.
- (g) Evidence of Insurance. Provide demonstrated proof of insurance and/or insurability.

Section III – Non-Collusion Declaration

- (i) Non-Collusion Declaration. Submission of non-collusion declaration as shown in Exhibit D

3.9 Evaluation Factors

No single criteria will dictate the City's ultimate selection. The relative importance of these factors involves judgement on the part of City staff.

Specific evaluation criteria will include the following:

Round 1 – 75%

- Concessionaire Information 25%: Experience, qualifications, references, certifications, and financial stability/history.

- Proposed plan 25% – Provides a comprehensive plan which addresses at a minimum the services as outlined in Section 2.2 Scope of Services and programming financial milestones for the proposed plan.
- Cost of services and revenue sharing 25%.

Round 2 – 25%

- Proposer Interview – 25%

Interviews will be conducted with the top finishers in round one, if necessary, and shall focus on the technical knowledge, communication skills, interpersonal skills and overall experience which best demonstrates the capability to effectively develop and administrate an operation of this type.

Proposers' proposals will be evaluated against the specifications as presented in the RFP. A Proposer may or may not be eliminated from consideration for failure to completely comply with one or more of the requirements depending on the critical nature of the requirements.

4. CONDITIONS

4.1 Firm Prices

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

4.2 Right to Purchase From Any Source

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

4.3 Right to Reject Any or All Proposals

The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the

City. Where two or more Proposers are deemed equal, the City reserves the right to make the award to one of the two Proposers.

4.4 Contracts

It is recognized that the formal basis of any agreement between Proposer and City is a contract rather than a proposal. Please see sample contract (Exhibit A).

4.5 Service Date

Proposers will specify in their proposals that the proposed beginning date of June 2024 is acceptable.

4.6 Right to Submitted Materials

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

4.7 Insurance Requirements

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

4.8 Non-Discrimination

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy which requires that Contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, or medical condition. Upon acceptance of a proposal, the City may request that the selected firm sign a statement affirming their compliance with this policy.

5. CITY REQUIREMENTS AND CONDITIONS

- a. All costs of proposal preparation shall be borne by the Proposer.
- b. The proposal should always include the Proposer's best terms and conditions, though the City reserves the right to negotiate.

- c. All proposals become the property of the City, which reserves the right to use any or all of the ideas in these proposals, without limitation. Selection or rejection of a proposal does not affect these rights.
- d. The City reserves the right to extend the RFP submission deadline if, in **the City's sole judgement, such action is in its interests. If the deadline is extended, all applicants will have the right to revise their proposals.**
- e. The City reserves the right to reject all, or any, of the proposals it receives.
- f. The City reserves the right to withdraw or modify this RFP, and to refrain from awarding contracts altogether.
- g. The City reserves the right to request additional information, including agency support documents, during the RFP evaluation process.
- h. Prior to award of the contract, the City reserves the right to request additional information about the history of operations of the PROPOSER and its principals. In addition, field review of existing equipment, facilities and operations may be carried out.
- i. Proposals deemed non-responsive will be returned.
- j. Unacceptable conditions, limitations, provisions, or failure to respond to specific instructions or information requested may result in rejection of the proposal.
- k. No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for one hundred eighty (180) days after the final proposal submission date.
- l. Upon request, all proposals will be available for public review (except financial statements, submitted under a separate cover with request for confidentiality, which shall be disclosed only upon order of a court with competent jurisdiction) once negotiations are complete and contract award is ready to be made to the successful Proposer.
- m. Any changes to the RFP requirements will be made by addendum. All addenda shall be signed and attached to the Proposal Form. Failure to attach any addenda may cause the proposal to be considered non-responsive. Such proposals may be rejected.
- n. No prior, current or post award verbal conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

- o. Non-acceptance of any proposal will not imply criticism of the proposal or convey any indication that the proposal or proposed system or equipment was deficient.
- p. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that no proposal was deemed acceptable.

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

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

RECITALS

- A. The CITY proposes to contract for services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
 - 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in “Exhibit A,” which is attached hereto and incorporated herein by reference.
 - 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20___ unless extended in writing in advance by both parties.
 - 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY’s satisfaction, in accordance with the schedule incorporated in “Exhibit A,” unless extended in writing by the CITY.
 - 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$_____ for services provided pursuant to this Agreement as described in “Exhibit A.” Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY’s satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
 - 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY’s Representative.** Unless otherwise designated in writing, _____, shall serve as the CITY’s representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

- 5.2. **Manager-in-Charge.** For the CONTRACTOR, _____ 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 one hundred and twenty (120) 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 sub Contractor 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 sub Contractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

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

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

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

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

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

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

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

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

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

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

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

Attention: _____

CONTRACTOR:

Organization Name

Street Address, City State ZIP

Attention: _____

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

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

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Yvonne Quarker, Department Director

David Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

Scope of Services:

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

Time of Performance:

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

Special Payment Terms:

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

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

Certificate of Exemption from
Workers' Compensation Insurance

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.

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



EVIDENCE OF INSURANCE – EXHIBIT B

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

PROPOSAL COST WORKSHEET – EXHIBIT C

Pickleball and Tennis Concession Operations and Services

This form must be filled out and submitted as part of the Proposal

Provide a breakdown of costs for pickleball and tennis services/programs and a proposed cost sharing revenue percentage to be paid to the City on a quarterly basis as outlined in section 1.4. Pickleball and Tennis Program. (If additional space is needed, please be sure to include additional pages).

Service/Program (Pickleball Only)	Cost(s)	Proposed cost sharing revenue percentage (Minimum 8%)
Private Lessons (Adult)		
Private Lessons (Youth)		
Group Lessons (Adult)		
Group Lessons (Youth)		
Camp(s)		
Tournaments, Clinics, Workshops		
Retail (food and beverage, pickleball equipment/rental, etc.)		
Reservations* (Fees are currently not subject to change)	\$8.00 per hour / \$4.00 per half hour Resident - Older Adults 55 and over \$5.60 per hour Courts may be reserved up to 7 days in advance for West Hollywood Residents. Courts may be reserved up to 5 days in advance for Non-West Hollywood residents	

Please provide any additional programs/services not listed (if applicable):

Service/Program (Tennis Only)	Cost(s)	Proposed cost sharing revenue percentage (Minimum 8%)
Private Lessons (Adult)		
Private Lessons (Youth)		
Group Lessons (Adult)		
Group Lessons (Youth)		
Camp(s)		
Tournaments, Clinics, Workshops		
Retail (food and beverage, tennis equipment/rental, etc.)		
Reservations* (Fees are currently not subject to change)	\$8.00 per hour / \$4.00 per half hour Resident - Older Adults 55 and over \$5.60 per hour Courts may be reserved up to 7 days in advance for West Hollywood Residents. Courts may be reserved up to 5 days in advance for Non-West Hollywood residents	

Please provide any additional programs/services not listed (if applicable):

NON-COLLUSION DECLARATION – EXHIBIT D

This form must be filled out and submitted as part of the Proposal

The undersigned declares:

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

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

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

_____. (Date) at _____ (City), _____ (State)

Signed _____

KEY REQUISITION FORM – EXHIBIT E

CITY OF WEST HOLLYWOOD KEY REQUISITION REQUEST FORM

REQUESTORS NAME: _____ DATE: _____ Clear Form
 COMPANY NAME: _____ PHONE: _____
 DIVISION (CITY EMPLOYEE ONLY): _____

LOCATION / RECEIPT INFORMATION			
LOCATION	PURPOSE	RECIPIENT	QUANTITY
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

THIS SECTION FOR FACILITIES & FIELD SERVICES DIVISION USE ONLY.

KEY CHECK OUT				
KEY MARK	QUANTITY	RECIPIENT	ISSUE DATE	ISSUED BY (FAFS Staff)
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

KEY CHECK IN				
KEY MARK	QUANTITY	RECIPIENT	RETURN DATE	RECEIVED BY (FAFS)
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

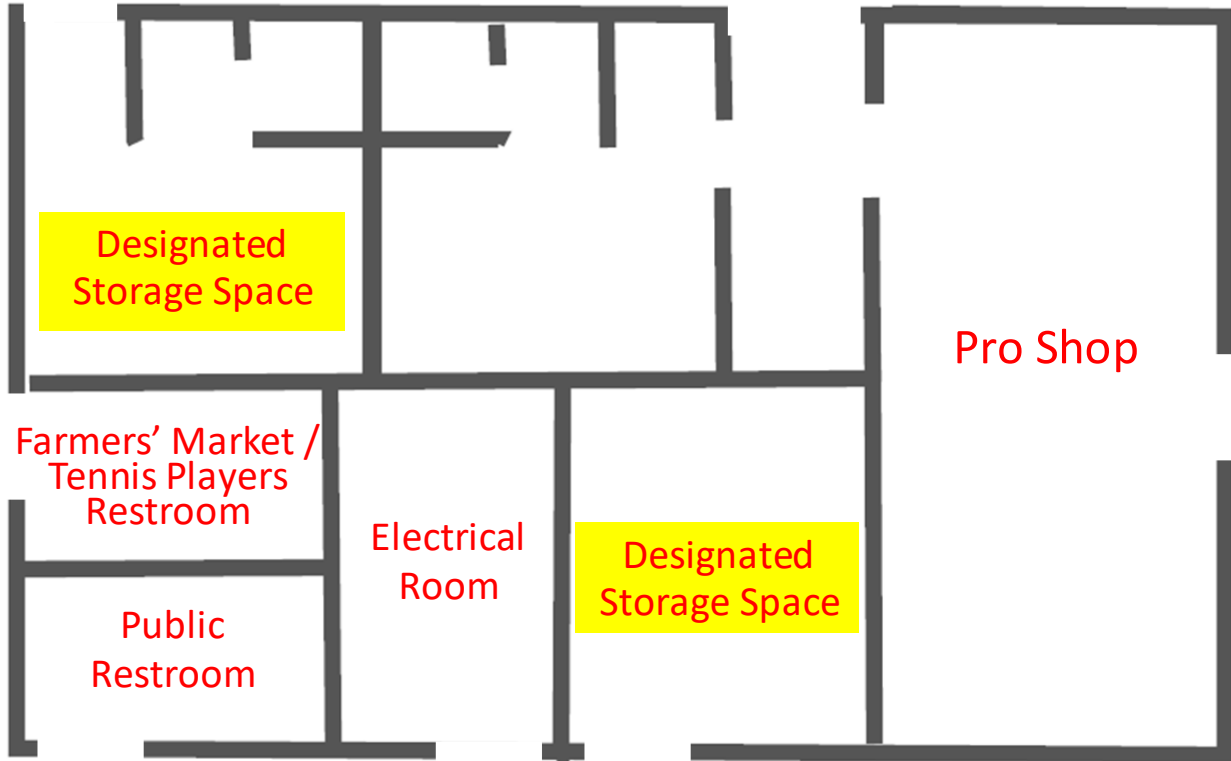
ADDITIONAL NOTES: _____

All keys remain the sole property of the City of West Hollywood and shall be returned to the City upon Request.
 In the event a key is not returned to the City, the person that the key(s) was issued to shall be held responsible for all cost associated with the replacement of the key and for any other cost that may be incurred as a result, including but not limited to the cost of rekeying all locks and facilities associated with the key that was not returned.

Signature: _____ Date: _____

PRINT

STORAGE FACILITY (PLUMMER PARK) – EXHIBIT F



STORAGE FACILITY (WEST HOLLYWOOD PARK) – EXHIBIT G

