

REQUEST FOR PROPOSALS

City of West Hollywood

Farmers' Market Operations and Management

February 26, 2026



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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 Helen Albert Certified Farmers' Market, referred to as the "Market". The service and performance requirements are further described in the Scope of Services.

1.2 Background

The City of West Hollywood is like no other City in the world. In 1984, the idea for the City of West Hollywood was proposed by an unlikely coalition of LGBTQ+ activists, seniors, and renters. These groups came together to advocate for Cityhood. The City of West Hollywood was incorporated as an independent City on November 29, 1984. Prior to this, it had existed as an unincorporated area within Los Angeles County. Notably, the inaugural West Hollywood City Council made history as the first City in the nation to have a majority openly gay governing body. West Hollywood, informally known as "The Creative City," is located in the heart of metropolitan Los Angeles. At 1.9 square miles, the City is a robust economic and cultural center infused with idealism and creativity. West Hollywood shares boundaries with the cities of Beverly Hills and Los Angeles.

A spirit of community activism and civic pride thrives in West Hollywood for many of its approximately 36,000 residents and over 3,500 businesses. The weekend population swells to approximately 78,000 as neighbors from nearby communities take advantage of shopping, dining, and entertainment. For almost four decades, West Hollywood has been one of the most influential small cities in the nation. More than 40 percent of West Hollywood's residents identify as LGBTQ. The City is also home to a thriving community of Russian-speaking immigrants from regions of the former Soviet Union.

West Hollywood has set new standards for other municipalities, not only as a leader in many critical social movements – including HIV and AIDS advocacy; affordable and inclusionary housing; LGBTQ+ rights; civil, human, and women's rights; protection of our environment; and animal rights – but also in fiscal responsibility; City planning, infrastructure; social services programs; wellness and recreation programs; older adult services and aging-in place programs; public and community arts; community engagement; and innovation.

The City's advocacy and services priorities are reflected in the City's core values, which include respect and support for people; responsiveness to the public; idealism, creativity, and innovation; quality of residential life; promotion of economic development; public safety; and responsibility for the environment.

People all over the globe visit West Hollywood for its iconic destinations such as the Sunset Strip for its unparalleled historical connection to music, entertainment, architecture, fashion, and culture making; Santa Monica Boulevard for its historic LGBTQ destinations and entertainment establishments in the Rainbow District; and the Design District for its shopping, galleries, and restaurants; and the City's two annual large-scale events, Halloween Carnaval on October 31 and the WeHo Pride Festival in June.

The City of West Hollywood is a Council-Manager type 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 Farmers' Market Program

The Helen Albert Certified Farmers' Market (Market) has operated continuously on Monday mornings since its establishment in 1985 and has become a neighborhood staple for local caterers, restaurant owners, and community shoppers.

Certified Farmers' Markets (CFMs) are venues, usually set up on a weekly basis, for California farmers to gather together and sell their agricultural products directly to the public. CFMs must be authorized by the County Agricultural Commissioner and abide by current legislation and regulations. In addition, CFMs must follow established market rules. Market rules are the set of written rules each certified farmers' market develops as its blueprint for activities and operations.

The Contractor is responsible for all aspects of the Market's management, including vendor selection, vendor space assignment, setup and breakdown supervision, marketing and promotion, coordination, security, invoice preparation, revenue collection, and other duties as required by Market functions and operations or as assigned by the City. The Market is currently situated in the north parking lot of Plummer Park, 1200 North Vista St. West Hollywood, CA 90046. The parking lot is on the corner of N. Vista and Fountain Ave.

The Market currently includes between twenty-five (25) and thirty (30) individual "certified" vendors. The annual vendor revenue from 2025 was \$1,094,491. Vendors'

commercial vehicles are parked in spaces assigned by the Proposer, some located directly behind their booth and some in the south parking lot of Plummer Park, located at 7377 Santa Monica Blvd. West Hollywood, CA 90046. Vendors' passenger vehicles are also directed to park in the south parking lot of Plummer Park. This lot is a three-hour parking area; however, vendors are provided with an annual parking pass at no cost. The City will provide parking passes for the contractor at the beginning of the year, allowing vendors to park in this lot during market hours without charge. The City will provide electricity at the Market for approved vendors only. The City has a Community Outreach Table/ Information Booth for use by City of West Hollywood. The Market Manager is responsible for the provision and set-up of the City's Community Outreach Table/Information Booth each week (if reserved).

Adjacent one-hour free parking is available and restricted to participants and shoppers of the Market from 7am to 2pm. There are 38 regular parking spots and 3 disabled parking spots available to the general public. The market vendors and staff have access to a gender-neutral restroom located adjacent to the pickleball/tennis courts. Market participants also have access to an additional gender-neutral restroom located next to the vendor restroom. Per the County of Los Angeles Public Health, additional portable restrooms are available within 200 feet of the market.

The current cost sharing revenue percentage paid quarterly by the Contractor to the City of West Hollywood is set at seven percent (7%) of all gross sales. Rates will apply regardless of scheduled closures due to City's Special Events, or unscheduled closures due to inclement weather or natural disaster as detailed below. Contractor and City shall, in good faith, mutually agree on either a reduction of the minimum payment, or termination of the Agreement for any changes or reductions to rates/compensation.

Current fees/percentages charged to each vendor that sells at the Market are as follows and can only be changed with City approval:

- a. Farmers (produce) – 6.5% of gross sales
- b. Prepared Foods – 10% of gross sales

2. PROJECT INFORMATION

The City of West Hollywood intends to obtain the services of a qualified Contractor to oversee all aspects of the Helen Albert Certified Farmers' Market as defined in the Scope of Services, section 2.1. The Contractor shall utilize best industry practices

and/or best management practices, which may require additional services not explicitly listed in this Request for Proposals. Proposers shall identify any additional services required, provide pricing, and explain them in the response to this request. The term for this contract shall be for a period of three (3) years, with an option for an extension/renewal of two (2) one-year terms.

2.1 Scope of Services

Scope of Services include but are not limited to:

- Contractor shall operate the Market on Monday mornings from 9am to 2pm at Plummer Park, north lot. The Market will operate year-round, rain or shine, with the exception of some holidays.
- Manage day-to-day operations of the Market and remain on site during Market hours to ensure safety and compliance with all Certified Farmers' Market regulations. Contractor must provide the City with a cell phone number by which the on-site Manager in attendance can be reached during hours of operation.
- Curate a Certified Farmers' Market that provides quality items desired by the City of West Hollywood community in accordance with all State, County and City of West Hollywood requirements and regulations.
- Provide annual/bi-annual copies to the City of all permitting required to operate the Market from other local, county or state health and/or safety agencies
- Manage vendor relations including, but not limited to: recruit and build vendor base through community outreach and networking; ensure vendor compliance with local, county or state health and/or safety agencies regulations; develop and distribute City approved vendor materials, contracts and guidelines; distribute City approved Farmers' Market information and materials (e.g., applications, brochures, etc.); maintain Farmers' Market design and layout; manage vendor education, merchandising and promotional activities.
- Keep, update, and maintain weekly records of vendors, sales and revenue in an orderly fashion available for inspection by the City.
- Adhere to specific security measures as indicated by the Los Angeles Sheriff's Department, the Fire Department, and City staff. Each entrance and exit (at Fountain Street and North Vista Street) must be barricaded to prevent vehicles from entering the Market during operating hours.

- Obtain, maintain, and operate all necessary equipment, permits, to allow all vendors to accept payment through Electronic Bank Transfer cards and the Market Match program (if approved) in relation to the Supplemental Nutrition Assistance Program ("SNAP"), also known as CalFresh/EBT.
- Track and provide quarterly reports for market attendance, sales, and revenue.
- Prevent unauthorized vendors and/or local merchants from participation in the Market without prior specific approval of the City.
- Instruct any person(s) attempting to film within the Market that a filming permit is required and can be obtained by calling the City's film office at (323) 848-6489.
- Must be innovative and creative in developing promotional ideas, adjunct programs, creating good aesthetics and an enjoyable atmosphere for visitors and vendors. All marketing materials must be approved by the City's Communications Department through the City Liaison.
- The Market shall include approximately 30 vendors, of which 70 percent sell certified produce and 30 percent sell prepared foods. Contractor shall provide the City with a list of vendors, their contact information, and their certifications on a quarterly basis.
- The Manager shall make available a maximum of two (2) rotating vendor spaces to be shared between West Hollywood artisan vendors (or West Hollywood-adjacent) and West Hollywood businesses. Artisan vendors may include, but are not limited to, purveyors of handmade items such as candles, soaps, art, and jewelry. Participation by West Hollywood businesses is intended to support grassroots marketing and shall not reduce space allocated for certified produce or prepared food vendors. All vendors must be reviewed and approved by the City three weeks prior to being set up at the Market.
- Maintain and make available a Community Outreach Table/City Information Booth to be used by the City and City of West Hollywood based non-profit participants selected and approved by the City.
- One private bathroom, located next to the pickleball/tennis courts, is provided by the City and is available for vendors and staff only during Market operating hours. Per the County of Los Angeles Public Health, additional portable restrooms are available within 200 feet of the market. The portable restrooms are serviced on a weekly basis. These are the responsibility of the City. Contractor is responsible to inspect the restrooms and report any maintenance issues immediately to the City.
- Any new, revised, or supplemental fees proposed by the Contractor, including vendor, participant, administrative, or penalty fees, must be submitted in writing to the City for review and approval prior to implementation.

- Any additions or removals of vendors proposed by the Contractor require advance written approval from the City; no changes may be implemented without such approval.
- Contractor shall propose methods and protocols for communication with farmers and vendors regarding market operations, including reporting late arrivals, absences, and operational issues. Communication approaches, tools, and response expectations shall be reviewed and discussed with the City, and all final communication procedures and requirements shall be subject to City review and approval.
- Contractor shall perform a complete reconciliation of all fees, sales, and payments collected from farmers and vendors at the conclusion of each market day. Contractor shall maintain accurate documentation of transactions, provide reconciliation records to the City upon request, and ensure that any payments owed, revenue distributions, or reimbursements due to farmers and vendors are issued in a reasonable timeframe, or as directed by the City.
- Contractor will be responsible for all safety aspects of vendor vehicles at the Market, including entering and exiting, as well as the designated parking area for vendors.
- Contractor will be responsible for assigning vendors a parking spot, either in the north lot located inside their designated vendor space or in the south parking lot of Plummer Park. Contractor will direct all additional vendor passenger and non-commercial vehicles to the south parking lot.
- Ensure the safety by using trip guards or other means with all cables, cords, wires and conduits placed upon or running over ground.
- Provide access to electricity with the approval of the City.
- Create and implement a marketing and promotional plan utilizing the approved Helen Albert Certified Farmers' Market logo to be approved by the City and the City's Communication Department.
- Develop fresh and innovative Farmers' Market programming in a collaborative fashion using input from City resources and based on best industry standards and practices.
- Provide staff that are employed by the Contractor and adequately trained to work in a Farmers' Market environment. Contractor will be responsible for selecting, training, supervising, and paying Market staff. Contractor and its staff will wear appropriate identifiable uniforms (provided by Contractor) at all times while operating the Farmers' Market. Contractor and staff are to park in the south parking lot of Plummer Park and will be provided a parking pass from the City.

- Manage constituent issues and concerns related to the Farmers' Market program in a professional manner.
- Be available to meet with the City at all reasonable times requested to successfully operate a contractual Farmers' Market program.
- Operate and maintain a website that will provide up to date information such as market details, vendor information, and vendor application. Website shall also provide notifications to the public of closed market days.
- Integrate into the Farmers' Market program a quarterly customer feedback mechanism that creates the ability to evaluate the Market and report back findings to the City.
- Develop and implement a sustainability plan for unsold produce.
- Contractor must ensure the entire site must be cleaned of all garbage and trash after the closure of the market. Vendor's market equipment and property must be removed after each event. Contractor is responsible to gather and tie the market trash bags and place at a designated area for the City to dispose of.
- Contractor must adhere to the current traffic control plan, with street closures on N. Vista Steet and Fountain Avenue, entrance on the west side of the lot and exit driveway on the north side of the lot.
- The use of City water without permission from the City is prohibited.
- In the event of inclement weather, the City has the right to close the Market if determined unsafe due to extreme weather conditions i.e. lightning or high wind.
- Contractor is allowed access to the market shed, located in the southwest corner of the North lot and will be available for storage. The shed must be kept organized and clean and may be accessed by the City at any time. The City may be authorized to utilize the roadblock signs for other City events. Contractor will be provided a key to the Market shed.
- Contractor must inspect the Market area and City equipment regularly and report maintenance issues to the City in a reasonable time. The City will provide and bear the cost of maintaining the street closure equipment and signage. Contractor may use the signage provided by the City on the day of operation. Should additional signage be requested, Contractor is responsible to purchase and provide the signage with the approval of the City. In the event that a City provided signage is

damaged, it is the responsibility of the Contractor to inform the City and provide temporary signage until the repaired or new signage is in place.

- Contractor shall close streets and turning lanes not less than one (1) hour prior to Market operation time using appropriate signage and physical mechanisms as prescribed by the City and in accordance with the WATCH Manual.
- All traffic closures and signage shall be in conformance with the Work Area Traffic Control Handbook, (WATCH Manual), as published by BNI Books at 3055 Overland Avenue, Los Angeles, CA 90034. The Contractor shall furnish and install all flagmen, lights, signs, barricades, and other safety devices and equipment required. Additional signage and barricading, required in the opinion of the City Engineer to protect the public, shall be immediately erected by the Contractor, at no additional cost to the City.
- Contractor shall open all street closures, including the removal of equipment, immediately after the closure of the market at 2:00pm. Open all passageways inside the market, including the removal of signage and physical mechanisms, no later than two (2) hours after the close of each Market event.
- Contractor must perform all janitorial duties including collection/disposal of trash during and after each Market event. The scheduled street sweeper is scheduled to clean the north lot at 6AM every Monday as dictated by the City. It is the responsibility of the Contractor to inform the City for any landscape requests in regard to the parking lot, for example, tree debris in the market area. Trash cans are provided by the City. Contractor is responsible for providing additional trash cans as needed and removing the trash generated from each event to the designated area arranged by the City.
- Ownership of the Farmer' Market is to remain with the City.
- The City will incur all costs for City provided banners and signage, such as vendor banners, and marketing signage posted in West Hollywood.
- Contractor is expected to report maintenance issues, safety concerns, and damage to the City and keep the market area free of safety hazards, litter and damages caused by materials or equipment.
- Contractor understands and adheres to the expectations and branding standards set forth by the City as it relates to promotional and marketing materials that include, but are not limited to press releases, advertisements, direct mail pieces, public service announcements and social media posts. The City has the authority to request review of printed materials and advertising before it is finalized and printed/placed/displayed. The City has the authority at any time to require the Contractor to immediately amend or remove any promotional items that may conflict with the

expectations and branding standards set forth by the City by notifying the Contractor in a timely manner.

- Contractor shall collaborate with the City to develop and implement a market audit plan designed to verify compliance with market rules, certifications, fee payments, product eligibility, and operational requirements. The plan shall outline audit procedures, documentation standards, roles and responsibilities, and reporting methods, and shall be subject to City review and final approval prior to implementation.
- 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 before any implementation can occur.
- 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. The transition plan may include a description of the operations being transitioned; description of methods, procedures, and personnel the Contractor will use to perform the transition; schedule of transition activities; delineation of roles and responsibilities of the Contractor, City, and any party designated by the City; and/or any other information necessary to ensure the transition occurs on the schedule and without disruption to operations.
- 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.

2.2 Mandatory Closure Dates

If the following holidays fall on a Monday, the Market will close:

1. New Year's Day – January 1
2. Juneteenth - June 19
3. Fourth of July – July 4
4. Halloween – October 31
5. Veteran’s Day - November 11
6. Christmas Day – December 25

Or any additional dates that the City designates as a full closure.

If any of the following holidays fall on a Monday, the Contractor shall notify the City at least three weeks in advance if they intend to operate on that day.

1. Martin Luther King Jr. Day
2. President's Day
3. Cesar Chavez Day
4. Memorial Day
5. Labor Day

Additionally, the City conducts and is host to several high-profile special events that may necessitate a mandatory closure of the Market. Historically, this situation has only occurred if the special event falls on a Monday.

2.3 Opening and Closing Procedures

The Market is open rain or shine. The Market may only be closed early or entirely with the approval from the City and is typically only considered for matters related to health and safety. The Market is open most Monday holidays with the exception of the holidays stated in Section 2.2. On holidays in which City staff are not present, a City contact will be provided for emergencies.

2.4 Inclement Weather

In the event of inclement weather, the City Liaison has the right to close the Market if determined unsafe due to extreme weather conditions (i.e. lightning or high wind).

2.5 Storage

The Market shed, located in the southwest corner of the North lot will be available for storage. The shed must be kept organized and clean and may be accessed by City staff at any time. City staff will be authorized to utilize the roadblock signs for other City events. The Contractor will be provided a key to the Market shed.

2.6 Maintenance

The Contractor must inspect the Market area and City equipment regularly and report maintenance issues to City Liaison in a reasonable time. The City will provide and bear the cost of maintaining the street closure equipment and signage. The Contractor may use the signage provided by the City on the day of operation. Should additional signage be requested, the Contractor is responsible to purchase and provide the signage with the approval of the City liaison. In the event that City provided signage is damaged, it is the responsibility of the Contractor to inform the City Liaison and provide temporary signage until it is repaired, or new signage is in place.

The Contractor shall close streets and turning lanes not less than one (1) hour prior to Market operation time using appropriate signage and physical mechanisms as prescribed by the City and in accordance with the WATCH Manual.

All traffic closures and signage shall be in conformance with the Work Area Traffic Control Handbook, (WATCH Manual), as published by BNI Books at 3055 Overland Avenue, Los Angeles, CA 90034. The Contractor shall furnish and install all flagmen, lights, signs, barricades, and other safety devices and equipment required. Additional signage and barricading, required in the opinion of the City Engineer to protect the public, shall be immediately erected by the Contractor, at no additional cost to the City.

The Contractor shall open all street closures, including the removal of equipment, immediately after the closure of the market at 2:00pm. Open all passageways inside the market, including the removal of signage and physical mechanisms, no later than two (2) hours after the close of each Market event.

The Contractor must perform all janitorial duties included collection/disposal of trash during and after each Market event. The scheduled street sweeper is scheduled to clean the north lot at 6AM every Monday as dictated by the City. It is the responsibility of the Manager to inform the City Liaison for any landscape requests in regard to the parking lot, for example, tree debris in the market area. Trash cans are provided by the City. Manager is responsible for providing additional trash cans as needed and removing the trash generated from each event to the designated area arranged by the City Liaison.

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 market area free of safety hazards, litter and damages caused by materials or equipment.

3. INSTRUCTIONS

3.1 Purpose

The purpose of this Request for Proposal (RFP) is to provide interested, qualified Proposers with sufficient information to enable them to submit a proposal for Farmers' Market Operations and Management.

3.2 Proposal Submission

- By submitting a proposal, the Proposer affirms that it 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 clear 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 signed in ink by the President, Chief Executive Officer, or individual authorized to bind and 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. Identification of a page as Confidential or Proprietary does not preclude the City's ability to comply with the California Public Records Act and will not deem any part nor the entirety of the proposal as Confidential or Proprietary under the California Public Records Act. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentially to the extent permitted by the California Public Records Act.

3.4 Proposal Due Date

Proposals will be accepted up to the hour of 5:00 p.m. on Friday, April 3, 2026.

3.5 Schedule of Events

This RFP has been developed in order 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	Thursday, February 26, 2026
Mandatory Pre-Proposal Meeting	Monday, March 16, 2026, at 11:00 a.m.
Request for Information (RFI) Due	Friday, March 20, 2026, by 5:00 p.m.
Response(s) Posted	Thursday, March 26, 2026
Request for Proposals Due	Friday, April 3, 2026, by 5:00 p.m.
Interviews	Thursday, April 16, 2026
Award Contract	Council Meeting (June 2026)
Notification of Non-Award	June 2026
Contract Begins	June 2026

3.6 Questions and Inquires 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 substantive 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 City Council members during this RFP process may be disqualified.

3.7 Common Questions and Answers

Q: Is there a pre-proposal meeting?

A: Yes. A mandatory pre-proposal meeting will take place on Monday, March 16, 2026, at 11:00am to view the Farmer’s Market. The meeting will begin at the Information Booth located within the Market at Plummer Park, North Lot, 1200 Vista St., West Hollywood, CA 90046. 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 for fully acquainting 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. Proposers are highly encouraged to visit the park facilities prior to attending the meeting. Late arrivals may not be accepted and is at the discretion of the City. **All proposers must attend the meeting to be considered.**

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

A: Unfortunately, extensions cannot be granted.

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 company (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. All proposals should include, as a minimum, the information as follows:

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:

☐ Proposal Profile/Experience. A brief profile of the company including the capability to provide the required scope of services; the year founded; form of the organization (corporation, partnership, sole proprietorship, etc.); number of employees, minimum three business references, and locations of previous and current municipalities/organizations managed by the proposer (if any).

☐ Description of Services. Provide a description of the unique services, products, and benefits the company will provide as part of its operations and services.

☐ Financial Capacity. Provide a brief narrative describing the Proposer's overall financial condition, including revenue trends, profitability, and ability to sustain operations throughout the contract term.

☐ Transition/Implementation Plan. Proposer shall submit a comprehensive transition and implementation plan that demonstrates a thoughtful, organized, and achievable approach for transitioning/implementing current services and operations into the new system without disruption to service quality. The plan should clearly outline key milestones, anticipated timelines, major transition activities, staffing responsibilities, management readiness, training support, and anticipated involvement of City staff. Although final details may evolve, the proposal must provide a clear framework, methodology, and schedule for achieving a smooth transition and implementation that meets the requirements and expectations of this RFP. The estimated contract date will begin June 16, 2026, with the first Market to be managed July 6, 2026

(Current vendor must address how they will implement services to meet updated standards and requirements not included in the existing agreement).

☐ Marketing Plan. Provide a comprehensive marketing plan that demonstrates the Proposer's ability to increase attendance, expand vendor participation, and enhance overall community awareness.

☐ Staffing & Personnel. Provide a detailed staffing and personnel framework that outlines the Proposer's organizational structure and roles of all staff involved. The framework should identify on-site personnel for market days, their responsibilities, and how oversight and supervision will be managed. Include information on key staff members, their qualifications,

and the communication and decision-making processes before, during, and after market operations.

Exceptions to RFP, Contract, and/or Insurance Provisions. Submission of Exceptions to RFP, Contract, and/or Insurance Provisions as shown in Exhibit B.

Proposal Fee(s)/Percentage(s). Provide a completed Proposal Fee(s)/Percentage(s) Worksheet as shown in Exhibit C.

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

Farmers' Market Operations & Regulations Sample. Provide a complete sample of the Proposer's current Farmers' Market operations and regulations document/manual used at other Farmers' Markets or comparable operations. The submission shall include, at a minimum, policies, vendor eligibility requirements, fee structures, rules and regulations, operational procedures, enforcement protocols, fee structures and any other requirements governing market operations.

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%

- **Vendor Information 35%**

Proposals will be evaluated on their experience, qualifications, references, description of services, marketing plan/strategies, transition/implementation plan, personnel, and financial capacity/history.

- **Proposed Fee(s)/Percentage(s) and Revenue Sharing 30%**

Proposals will be evaluated on the Proposer's submitted Proposal Fee(s)/Percentage(s) Worksheet as shown in Exhibit C.

- **Farmers' Market Operations & Regulations Manual Sample 10%**

Proposals will be evaluated on the Proposer's submitted Farmers' Market Operations & Regulations Manual Sample to assess the Proposer's experience, operational readiness, and ability to successfully manage and enforce a Farmers' Market in alignment with City standards and community expectations.

Round 2 – 25%

- **Proposer Interview– 25%**

Interviews will be conducted with the top-ranked Proposers from round one and will be used to further evaluate each Proposer’s ability to successfully manage and operate the Farmers’ Market. The interview will focus on the Proposer’s background and relevant experience, approach to community relations and customer experience, communication skills and professionalism, marketing and market growth strategies, and overall operational fit.

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. In submitting a proposal, Proposers must include a statement noting any changes or additions to the City’s standard Agreement. Please note the response to this RFP will be included as an exhibit of the contract. (Exhibit A)

4.5 Service Date

Proposer shall specify in its proposal that the proposed beginning date of June 26, 2026, is acceptable and include a detailed implementation plan.

4.6 Right to Submitted Materials

All proposals, inquires, 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.

4.8 Non-Discrimination

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy which requires that our 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 company sign a statement accompanying 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, provisos, 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. Addenda will be mailed to Proposers at the address provided by Proposers. 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 ____ day of _____, 2026, at West Hollywood, California, by and between the City of West Hollywood, a California municipal corporation located at 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the “CITY”), and INSERT CONTRACTOR NAME AND ADDRESS (hereinafter referred to as the “CONTRACTOR”).

RECITALS

- A. The CITY proposes to contract for professional services related to SUMMARIZE SCOPE OF SERVICES, as detailed 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;

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 INSERT TERMINATION DATE, 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, INSERT NAME AND TITLE, 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.

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AGREEMENT FOR PROFESSIONAL SERVICES**

- 5.2. **Manager-in-Charge.** For the CONTRACTOR, INSERT NAME AND TITLE, shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
 - 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
 - 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.
6. **TERMINATION.**
- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
 - 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.
7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a

**CITY OF WEST HOLLYWOOD
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single lawyer from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- City means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

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

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

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this

**CITY OF WEST HOLLYWOOD
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Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

- 8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.
- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each 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.

**CITY OF WEST HOLLYWOOD
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- 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 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

**CITY OF WEST HOLLYWOOD
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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.

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- 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, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.

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

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

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

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

Attention: INSERT NAME

CONTRACTOR:
The Lew Edwards Group
5454 Broadway
Oakland, CA 94618

Attention: INSERT NAME

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

- 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. **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 _____, 2026.

CONTRACTOR: CONTRACTOR NAME

Name, Title

CITY OF WEST HOLLYWOOD:

DIRECTOR NAME & TITLE

Jackie Rocco, City Manager

ATTEST:

Melissa Crowder, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Scope of Services:

(INSERT)

Time of Performance:

(INSERT)

Special Payment Terms:

(INSERT)

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

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

<i>TO:</i>	City of West Hollywood
<i>SUBJECT:</i>	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

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

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____

CITY OF WEST HOLLYWOOD

CODE OF ETHICS FOR CONTRACTORS

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 disclosure 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

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any West Hollywood City Council Member from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision from the business/board or applicant.

The Levine Act also requires a member of the West Hollywood City Council who has received such a contribution to disclose the contribution on the record of the proceeding.

Current West Hollywood City Councilmembers are listed at:

<https://www.weho.org/city-government/city-council>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$250 to any West Hollywood City Councilmember in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

YES If yes, please identify the Councilmember(s):

NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$250 to any West Hollywood City Councilmember in the 12 months following any Council action related to your proposal or application?

YES If yes, please identify the Councilmember(s):

NO

Answering yes to either of the two questions above does not preclude the West Hollywood City Council from awarding a contract or approving an application or any subsequent action. It does however, preclude the identified Councilmember(s) from participating in any actions related to your proposal or application.

Date

Signature of authorized individual

Company/Applicant Name

PROPOSAL FEE(S) / PERCENTAGE(S) WORKSHEET - EXHIBIT C

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

Provide a breakdown of fees/percentages to be implemented for both Farmers and Prepared Food vendors. Additionally, please submit a proposed cost sharing revenue percentage to be paid to the City on a quarterly basis as outlined in section 1.4. (If additional space is needed for additional fees not listed, please be sure to include additional information).

Vendor	Proposed Fee/Percentage to be charged for each <u>Farm vendor</u> only. (Currently 6.5% of gross sales)
Farmers	

Vendor	Proposed Fee/Percentage to be charged for each <u>Prepared Food</u> vendor only. (Currently 10% of gross sales)
Prepared Food(s)	

Service/Program	Proposed cost sharing revenue percentage to be paid <u>quarterly</u> to the City of West Hollywood. (Currently 7% of all gross sales)
Helen Albert Certified Farmers' Market Management	

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.

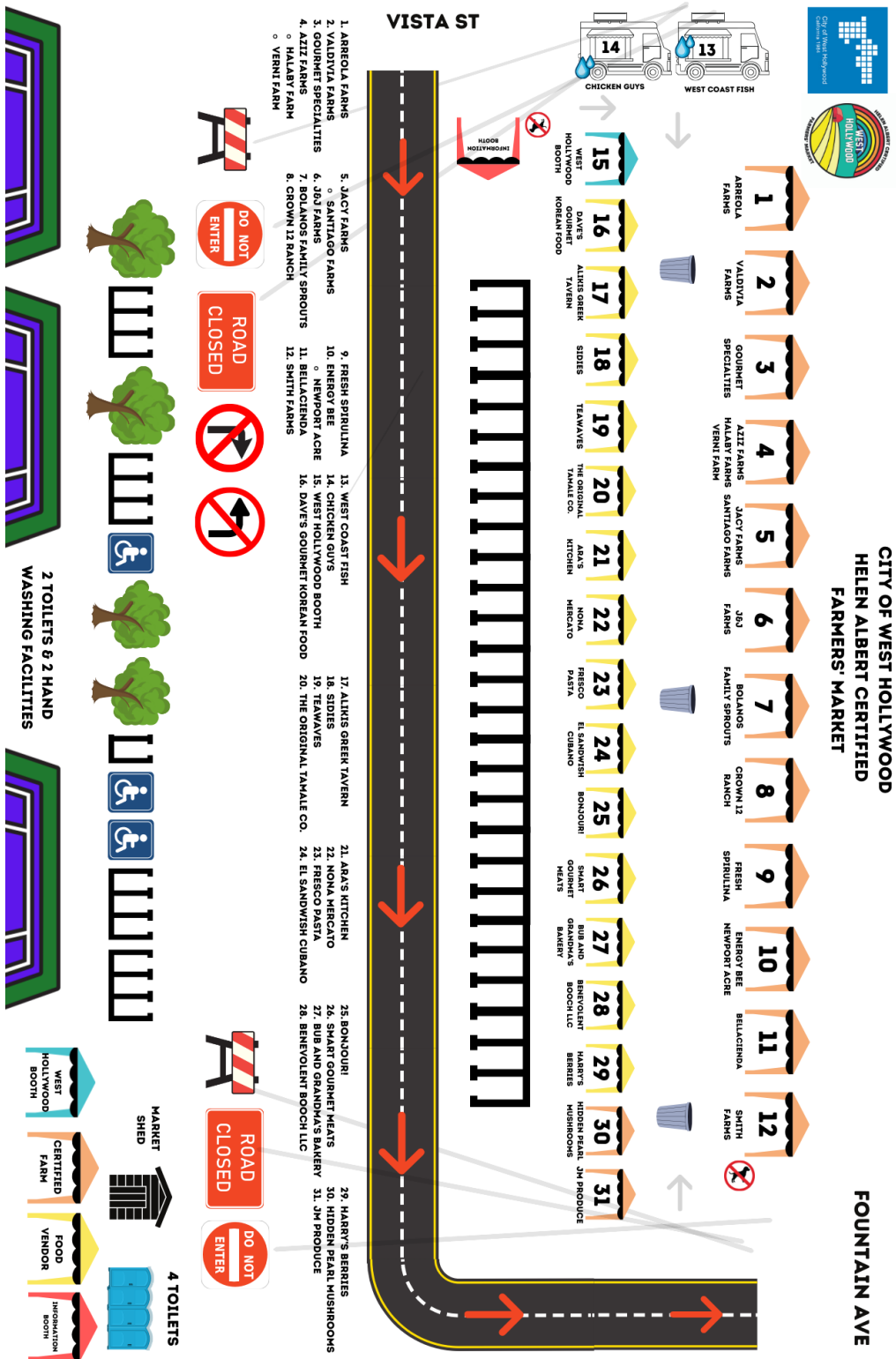
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the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

FARMERS' MARKET MAP LAYOUTS - EXHIBIT E





Community Garden

Community Center