

CITY OF HAWTHORNE

REQUEST FOR PROPOSALS

**SHORT-TERM
RENTAL
MONITORING &
COMPLIANCE**





Hawthorne, California

Planning Department

REQUEST FOR PROPOSALS FOR SHORT TERM RENTAL SERVICES

Issuance Date: June 11, 2025

The City of Hawthorne is requesting proposals from qualified firms to provide short-term rental identification, monitoring, registration, and compliance services for properties located within the City of Hawthorne

All inquiries concerning this RFP should be directed to:

Maria Majcherek
Senior Planner
City of Hawthorne
4455 West 126th Street
Hawthorne, CA 90250
310-349-2970
mmajcherek@cityofhawthorne.org

Questions: Questions about this RFP may be submitted at any time and answers will be posted at <https://www.cityofhawthorne.org/departments/planning/rfp-rfqs>.

A. INTRODUCTION AND BACKGROUND

The City of Hawthorne invites proposals from experienced and qualified firms to provide comprehensive services to assist with regulating Short-Term Rentals (STR) operating within the City. We seek to select a firm to be responsible for administration of our STR registration and licensing program, receive payments, online monitoring, and identification of unlicensed STRs.

In 2020, the Hawthorne City Council adopted Ordinances No. 2198 and 2206 that added Hawthorne Municipal Code ([HMC Chapter 17.74](#)), related to STRs and the number of days per calendar year certain short-term rental types may be conducted. Chapter 17.74 defines the following STR types:

- Home-Sharing—Primary Residence
Operating a STR in a primary residence while the host lives on-site.
- Home-Sharing—Secondary Residence
Operating a STR in a second residence owned by a person whose primary residence is in the City of Hawthorne.
- Vacation rental
A STR conducted in a dwelling unit that is not a primary or secondary residence as defined above.

HMC Chapter 17.74 provides that home-sharing is permitted for an unlimited time throughout all zones of the City, while “secondary residences” are capped at no more than 10 permits per year and one per property owner on a first-come, first-served basis. Lastly, “Vacation rentals” are permitted for 90 days per calendar year and are not permitted in any industrial or commercial zones of the City.

B. SCOPE OF SERVICES

1. Identification – Create and Maintain a Database of Short-Term Rental Listings

Create and maintain a database of STRs within the City utilizing a variety of technologies and resources. City of Hawthorne’s staff must have access to the data. The database should identify existing STRs by address and include enough additional information to ensure compliance with City regulations (licensing status, Transient Occupancy Tax (TOT) remittance status, tenancy, type of STR, estimate of days rented, etc.). In your response to this RFP, please outline the various types of information you are able to collect.

2. Business License Issuance and Collection of Fees

Develop a public-facing online system to register STRs, calculate and receive payments for and issue STR business licenses on behalf of the City, collect TOT, and calculate and collect any applicable penalties and interest. This system will be used in conjunction with the STR database to ensure all STRs within the City are properly approved and licensed. The system should ensure that collected fees are remitted electronically to the City.

3. Compliance

Regular audits of all STR properties should be conducted with quarterly reports provided to the City. These reports should identify all non-compliant properties for enforcement actions. As part of the compliance efforts, initial outreach to encourage registration and licensing should be performed by the consultant before referral to the City for citation or other enforcement action.

C. QUALIFICATIONS AND SELECTION CRITERIA

The City of Hawthorne will select a consultant team for this work based on the following qualifications and criteria:

1. Consultant has five or more years of relevant experience performing services in STR enforcement, regulation, compliance, and tracking. A Statement of Qualifications shall be included summarizing the experience and qualifications of the consultant team.
2. Consultant demonstrates understanding of the project, the challenges, and basic knowledge of the municipal functions to complete the project.
3. Consultant demonstrates the ability to work effectively with City staff, other public agencies, and related parties.

D. SUBMITTAL REQUIREMENTS

Respondents are asked to submit a digital copy of the proposal by email or FTP to planning@cityofhawthorne.org. A consultant will be selected no sooner than July 18, 2025, but proposals will be accepted until a qualified consultant is selected.

To meet the criteria for consideration, the following information should be included in the proposal.

1. Overview and approach
2. Company's profile
3. Resume and qualifications of applicable personnel
4. Experience
5. References: minimum of 3 references from municipalities for projects with a similar scope.
6. Implementation cost proposal
7. Ongoing costs to maintain the system and other services as required.
8. Respondent's Affidavit, signed. (See Appendix A)

E. ADDENDA, CHANGES, AND AMENDMENTS TO THIS SOLICITATION

At any time prior to the selection of a consultant, the City may make changes, amendments, and addenda to this solicitation. Addenda, changes, and amendments, if made, will be posted on the City's website (www.cityofhawthorne.org), which is deemed adequate notice. Any consultant that submitted a proposal prior to final selection will receive notice of any such addenda, changes, or amendments, and will be provided a reasonable time to amend their proposal.

F. EVALUATION AND SELECTION PROCESS

The City will review all submittals and make a recommendation to the City Council based upon the established evaluation criteria. After the proposals are evaluated, the best qualified consultants may be invited to be interviewed. The City reserves the right to award this contract not necessarily to the contractor with the lowest cost proposal, but to the contractor that provides the best overall match to the service specifications, and which best serves the interests of the City. All consultants submitting proposals will be notified when a final selection is made.

1. Evaluation Criteria

All RFP responses will be evaluated based on the following criteria:

Responsiveness to scope of project	25%
Quality and completeness of submittal	25%
Qualifications of firm	25%
Cost and schedule	25%

2. Term of Service Agreement

The Consultant awarded the contract shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (sample attached). The initial term of the agreement is to be for a one-year time period and may be extended, on a yearly basis. This initial agreement will cover the period of developing the program as outlined in the scope of this RFP.

3. Post-Submittal Activities

Staff will review all submittals for completeness, minimum experience, and cost. Incomplete responses will be provided an opportunity to cure any deficiencies.

Negotiations will be initiated with the firm found to be most qualified for this work by the evaluation committee. As part of negotiations, the selected firm will be expected to develop a detailed Scope of Work for all components of the project.

APPENDIX A. RESPONDENT AFFIDAVIT

This affidavit must be signed and included as part of the proposal submission. The signature must be from an official, legally authorized agent of the respondent. By signing this affidavit, the respondent agrees to be bound by the following conditions:

1. Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.
2. This RFP does not obligate the City to award a contract to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion.
3. The City shall not be liable for any expenses incurred by any organization in connection with this RFP.
4. The City reserves the right to accept or reject any or all proposals without prior notice and to waive any minor irregularities or defects in a proposal. The City reserves the right to seek clarification on a proposal with any source.
5. No conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms of this RFP. Oral communications or any written or e-mail materials provided by any person other than the designated contact staff of the City shall not be considered binding.
6. Respondents shall not issue any news release pertaining to this RFP or the City, without prior written approval of an authorized agent of the City.
7. All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the Planning Department.
8. No communications between respondents and a Planning Commissioner or City Councilmember in relation to this RFP shall occur prior to final selection of a consultant being confirmed by City Council.

Signature

Date

Print name and title

APPENDIX B. SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HAWTHORNE AND _____

This PROFESSIONAL SERVICES AGREEMENT (“AGREEMENT”) is made and entered into this ____ day of _____, 2025, by and between the City of Hawthorne, a California municipal corporation and general law city (“CITY”) and _____, a _____ (“CONSULTANT”). This agreement is made with reference to the following:

RECITALS

A. CITY requested a proposal for professional services with respect to short-term rental identification, monitoring, registration, and compliance services for properties located within the City of Hawthorne.

B. CONSULTANT submitted a proposal for the performance of such services, a true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

C. CITY desires for CONSULTANT to provide professional services as described in Exhibit “A”.

D. CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently, and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing Recitals, the agreement of the parties as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

The following definitions shall apply to the following terms, except where the context of this AGREEMENT otherwise requires:

(a) Project: Services to assist with short-term rental identification, monitoring, registering, and compliance services.

(b) Services: CONSULTANT shall provide professional services for the project as described in Exhibit "A" attached herein

(c) Duration: Said AGREEMENT shall be effective from the date of execution of this AGREEMENT until acceptance and final approval of all contracted services.

(d) Completion of Project: CONSULTANT shall complete all tasks as noted in Exhibit "A" for a period as noted in the agreement with a period not to exceed ___ months.

(e) Consultant: _____ [name] _____, _____ [address] _____, _____ [city] _____, [STATE] _____ [zip] _____.

(f) City: 4455 W. 126th St., Hawthorne, CA 90250

2. SCOPE OF SERVICES

(a) CONSULTANT shall forthwith undertake and complete the project in accordance with Exhibit "A" hereto and all in accordance with federal, state and City statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall, at CONSULTANT'S sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. COMPENSATION, METHOD OF PAYMENT, AND ADDITIONAL SERVICES

(a) CITY shall pay CONSULTANT no more than the total project cost (\$ _____) as set forth in the proposal, Exhibit "B."

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, and such invoices shall be paid within thirty (30) days after said invoices are received by CITY. Each invoice shall detail work performed and charges. All charges shall be in accordance with CONSULTANT's proposal with respect to hourly rates and project costs as set forth in Exhibit "B".

(c) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

4. CITY ASSISTANCE AND AVAILABILITY OF CITY RECORDS

(a) The CITY shall provide the following assistance to CONSULTANT as needed so CONSULTANT can perform the services described above:

(i.) Information and assistance as set forth in Exhibit "A".

(ii.) Photographically reproducible copies of forms, documents, codes and other information, if available, which CONSULTANT considers necessary in order to complete the project.

(iii.) Such information as is generally available from CITY files applicable to the project.

(iv.) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. CONSULTANT'S BOOK OF RECORDS

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for five (5) years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying at any time during regular business hours, upon written request by the CITY or CITY's designated representative. Copies of such documents or records shall be provided directly to the requesting party for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon. Such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY or CONSULTANT has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, the CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to all parties to this AGREEMENT, as well as to their successors-in-interest and authorized representatives.

6. TERMINATION OF AGREEMENT

This AGREEMENT may be terminated without cause by CITY upon the giving of a written "Notice of Termination" to CONSULTANT upon thirty (30) days prior written notice or the CONSULTANT may terminate this contract upon thirty (30) days prior written notice. In the event this Agreement is so terminated, CONSULTANT shall be compensated at CONSULTANT's applicable hourly rates as set forth in Exhibit "B", on a pro-rata basis with respect to the percentage of the project completed as of the date of termination. In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3(a), above. CONSULTANT shall provide to CITY any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. NOTICES AND DESIGNATED REPRESENTATIVES

(a) Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this paragraph. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this AGREEMENT:

To CITY

4455 West 126th Street,
Hawthorne, CA 90250
Attn: Planning Director
gmcclain@cityofhawthorne.org

To CONSULTANT

_____[address]_____
_____, ____-_____
_____[email]_____

(b) Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

8. CONTINUITY OF PERSONNEL

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT, CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance. CITY shall not be responsible for time and costs associated with CONSULTANT's turnover or reassignment of staff.

9. STATUS OF CONSULTANT

(a) The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise. Unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) The CONSULTANT or any of CONSULTANT's officers, employees or agents, shall not obtain any rights to retirement, health care or any other benefits that may otherwise accrue to CITY employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

10. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of applicable State and Federal laws and regulations, which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations pursuant to sound professional practices including, but not limited to, possessing and maintaining all necessary licensing. CITY, and its officers and employees, shall not be liable at law or in equity occasioned by negligent failure of the CONSULTANT to comply with this Section.

11. NON-DISCRIMINATION

CONSULTANT shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), sexual orientation, marital status, and denial of family care leave. CONSULTANT shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. CONSULTANT shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.). If applicable, CONSULTANT shall give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining AGREEMENT or other AGREEMENT.

12. INDEMNIFICATION

To the fullest extent provided by law, CONSULTANT shall indemnify, hold harmless, and defend CITY, its officers, employees, elected and appointed officials, and volunteers from and against any and all claims and losses, costs or expenses for any damage resulting in death or injury to any person and/or injury or damage to any property resulting from any negligent act or omission of CONSULTANT or any of its officers, employees, agents, or subcontractors in the performance of this AGREEMENT. Such cost and expense shall include reasonable attorney fees.

13. CONFLICT OF INTEREST

(a) No CITY employee whose position with CITY enables such employee to influence the award of this AGREEMENT or any competing AGREEMENT, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONSULTANT or have any other direct or indirect financial interest in this AGREEMENT. No officer or employee of this CONSULTANT who may financially benefit from the performance of work hereunder shall in any way participate in the CITY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence CITY's approval or ongoing evaluation of such work.

(b) The CONSULTANT shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this AGREEMENT. The CONSULTANT warrants that it is not now aware of any facts that create a conflict of interest. If the CONSULTANT hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the CITY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this section shall be a material breach of this contract.

14. CONFIDENTIAL INFORMATION

All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the CITY, except as may be required by law.

15. INSURANCE

(a) During the course of the term of this AGREEMENT, CONSULTANT shall maintain Commercial General Liability (equivalent in coverage scope to Insurance Services office, Inc. (ISO) form CG 00 01 11 85 or 11 88) an amount not less than \$3,000,000 per occurrence and \$5,000,000 general aggregate. Such insurance shall include products and completed operations liability, independent contractor's liability, broad form contractual liability, and cross liability protection. "City of Hawthorne, its officials, employees, and agents" must be separately endorsed to the policy as additional insured's on an endorsement equivalent to the Insurance Services Office, Inc. (ISO forms CG20 10 11 85 of CG 20 26 1185).

(b) CONSULTANT shall provide a certificate naming CITY as additional insured. CONSULTANT shall procure and maintain, for the duration of the AGREEMENT, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance or the work hereunder, and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors.

16. AUTHORITY TO EXECUTE

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

17. MODIFICATION OF AGREEMENT

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

18. WAIVER

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

19. LAW TO GOVERN; VENUE

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

20. ATTORNEY'S FEES, COSTS, AND EXPENSES

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

21. ENTIRE AGREEMENT

This AGREEMENT, including the attached Exhibits "A" and "B," is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party that are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

22. SEVERABILITY

If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, this Professional Services Agreement has been executed by their duly authorized representatives.

CITY OF HAWTHORNE

[CONSULTANT]

By: _____
Vontray Norris
City Manager

By: _____
[Name]
[Title]

APPROVED AS TO FORM:

ATTEST:

By: _____
Robert M. Kim
City Attorney

By: _____
Dayna Williams-Hunter
City Clerk