

City of West Hollywood

Request for Proposals for Maintenance of Automated External Defibrillator (AED) Public Access Defibrillation (PAD) Program



May 26, 2016

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1. INTRODUCTION

1.1. Introduction

The City of West Hollywood (“City”), is a safe place to live, visit, and work, and is home to a vibrant nightlife frequented daily by thousands of visitors. When a medical emergency arises, the Los Angeles County Fire Department arrives on scene. The density of the City and large visitor population (especially during special events) contributes to high traffic volume, which can lead to increased response time for emergency vehicles. A Public Access Defibrillation (PAD) program ensures that Automated External Defibrillators (AEDs) are available for use by lay rescuers, which can save lives when someone cannot wait for emergency personnel to arrive on scene.

In order to achieve the City’s goal of “supporting enhanced strategies, legislation, and funding for increased security needs,” the City seeks to develop an AED PAD program. The City invites proposals from qualified vendors to provide Maintenance of an AED PAD program. The Contractor will install AEDs in City owned and/or operated buildings and manage the PAD program for the AEDs deployed throughout the City. The Contractor will train employees in associated AED and CPR techniques, which includes knowledge of the Internal Emergency Response Plan, to certify them as lay rescuers.

1.2. Background

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 is provided through the Los Angeles County and Consolidated Fire Protection District.

With a population of over 35,000 and approximately 25,000 residential units in a land area of only 1.9 square miles, West Hollywood is a dense, urban community surrounded by the cities of Los Angeles and Beverly Hills. The City is home to the world famous Sunset Strip and hosts the Halloween Carnival in October and the Christopher Street West Gay, Lesbian and Transgender Pride Parade and Festival in June, as well as dozens of visitor attractions that include a wide variety of restaurants and entertainment venues that cater to local residents, visitors, and tourists.

The density of the City and large visitor population (especially during special events) motivates the City to implement a PAD program. When a person experiences sudden cardiac arrest (SCA), the heart’s electrical impulses suddenly misfire. As a result, the heart flutters uncontrollably and cannot pump blood, which results in the body being deprived of oxygen. When a person experiences SCA, only an electric shock from an AED can get the heart beating normally again. The survival rate from SCA in places where AEDs are available is close to 70%, while the survival rate in areas without access to AEDs is 5%. Therefore, having an AED PAD program can protect citizens and visitors to the City by providing access to AEDs when needed.

2. SCOPE OF WORK

2.1. AED PAD Program Management Purpose and Priorities

Purpose: Install Automated External Defibrillators (AED) City owned and/or operated buildings. Provide continuous Public Access Defibrillation (PAD) program management and training to City employees.

Priorities:

- Ensure that public buildings are equipped with functional AEDs;
- Review AED equipment with regular maintenance checks;
- Supply a Medical Director to oversee the PAD program;
- Develop a system to ensure that bystanders alert authorized lay rescuers;
- Supervise certification and re-certification training programs to confirm employees as lay rescuers in cardiopulmonary resuscitation (CPR) and AED techniques.

The Contractor shall provide a comprehensive plan for deployment of AEDs in City owned and/or operated buildings. Quality assurance, improvement, and management must be provided in order for the Public Access Defibrillation (PAD) program to succeed. The Contractor shall provide a Medical Director, as required by California Code of Regulations, to ensure proper medical oversight and provision of medical management services for the PAD program. Regulations for AED PAD programs are outlined in California Code of Regulations Title 22, Division 9, Chapter 1.8.

2.2. Proposal Specifications and General Requirements

The City is considering the locations of the AEDs. The City may begin a pilot program in one public building to see how well the Contractor can install and maintain AEDs and train employees before expanding the program to other public areas.

Generally, the City would expect the Contractor to fulfill the following duties:

- Provide personnel who have expertise and experience in the management of a PAD program;
- Supply a Medical Director in the capacity outlined in the California Code of Regulations;
- Install AEDs in City owned and/or operated buildings;
- Regularly inspect AED equipment and repair AED equipment as needed;
- Train City employees in associated AED and CPR techniques, which includes knowledge of the Internal Emergency Response Plan, so they can serve as lay rescuers.

Companies bidding on this project should provide an estimate for the cost of installing and maintaining AED equipment, the cost of training City employees as lay rescuers,

and an hourly rate with a minimum number of hours per week required and/or a lump sum cost for 40 hours per week of service for the Medical Director.

2.3. Additional Requirements

Vendors will detail in their proposals the following:

- their process for installing and maintaining AEDs;
- their process for training and certifying City employees as lay rescuers;
- how the Medical Director will be managed and by whom.

Vendors will specify that the projected beginning date of service of October 2016 is acceptable and include a detailed implementation plan.

Vendors may be asked to give a short presentation (15-20 minutes) to the selection panelists in July 2016 and should be prepared to field questions.

3. INSTRUCTIONS

3.1. *Purpose*

The purpose of this Request for Proposal (RFP) is to provide interested, qualified vendors with sufficient information to enable them to submit proposals for maintenance of an Automated External Defibrillator (AED) Public Access Defibrillation (PAD) program.

3.2. *Qualifications Submission*

- By submitting a proposal the Vendor affirms that the Company is familiar with all the terms and conditions of this RFP and is sufficiently informed in all matters affecting the performance of the work and provisions of labor, supplies, material, equipment and facilities called for in this RFP. Additionally, the Vendor 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 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.
- Proposals shall be submitted in person or by mail as follows: Two (2) sealed copies [one (1) original and one (1) photocopy] of the completed proposals.
- 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. **Upon opening, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are identified by the Contractor as business or trade secrets and plainly marked as “Trade Secret”, “Confidential” or “Proprietary”.** Each element of a proposal which the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

3.4. *Proposal Due Date*

Proposals will be accepted up to the hour of 4 PM on Tuesday, July 5, 2016.

Proposals must be submitted addressed as follows:

City Clerk
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069

Proposals must be submitted in envelopes plainly marked with:

Proposal: Automated External Defibrillator Public Access Defibrillation Program

3.5. Schedule of Events

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

Request for Proposal Release	May 26, 2016
Final Date for Submitting Proposal	July 5, 2016
Proposal Evaluation by City	July/August 2016
Negotiations begin with finalist(s)	August 2016
Council Considers Staff Recommendation	September 2016
Contract Begins – Tentative Date	October 2016

3.6. Questions and Inquiries Related to RFP

In order to avoid any potential confusion, and to minimize burden on City staff, the City is requiring that all procedural questions relating to this RFP be directed to:

Kristin Cook
Public Safety Director
City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069
Phone: (323) 848-6414
Fax: (323) 848-6498
kcook@weho.org

Specific questions relating to the content of this RFP should be submitted on or before June 27, 2016.

Any vendors 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-bid conference?

A: No. Questions about the RFP should be submitted prior to June 27, 2016, as detailed above.

Q: Is the RFP available as a Word document?

A: The RFP is available electronically only as a PDF document.

3.8. Vendor Proposal Format

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

To assist in the evaluation of the submitted proposal to this RFP, each proposal must conform to the following format:

- A letter of transmittal
 - Briefly state the proposer's understanding of the work to be done and commitment to perform the work.
 - State why you believe you are the best qualified to perform the requested services.
 - State that your firm has reviewed all of the general requirements of the RFP and can fully comply with those requirements.
- An executive summary
- General Vendor Information
 - Name and address of your firm and the individual/corporate officer authorized to execute this agreement.
 - A brief description of your firm's history, ownership, organizational structure, location, length of time in business, company size, and licenses to do business in the State of California.
 - The names, experience, qualifications and applicable licenses held by the individuals primarily responsible for servicing the City and any other person(s) with specialized skills that would be assigned to service the City.
 - A listing of clients for which you have performed similar work.
- Complete answers to Section 2
- All vendors must submit a detailed and realistic implementation plan which identifies all resources that will be provided by vendor as required to fully

implement vendor's proposal. In addition, vendors are to identify any sub-contractors used, and all resources which are to be provided by City

- Detail and discuss any exceptions to this RFP

3.9. Evaluation Factors

No single criteria, including price, will dictate the City's ultimate selection. The relative importance of these factors involves judgment on the part of the City staff and will include both objective and subjective analysis. Specific evaluation criteria will include the following:

- Information contained in the proposal.
- Experience, qualifications and references of the vendor.
- Length of time in business.
- Demonstrated financial stability.
- The adequacy of the vendor's financial resources.
- Proposed business plan.
- Proposed timeline.
- Competitive pricing.
- The quality of the services offered.
- The capacity of the vendor to perform the contract or provide the service promptly, within the time specified, and without delay or interference.

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

4. CONDITIONS

4.1. Firm Prices

Prices quoted by Vendor shall be firm prices and not subject to increase during the term of any contractual agreement arising between the City and Vendor as a result of said proposal. Vendors' quoted prices **must** include any applicable federal or state tax. Vendors 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 vendors are deemed equal, the City reserves the right to make the award to one of the two Vendors. Vendors are responsible for the cost of preparing and submitting proposals.

4.4. *Contracts*

It is recognized that the formal basis of any agreement between Vendor and City is a contract rather than submission of proposals. Please see sample contract (Section 5).

4.5. *Service Date*

Vendors will specify in their proposals that the proposed beginning date of service of October 2016 is acceptable and include a detailed implementation plan.

4.6. *Rights to Submitted Materials*

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

4.7. *Insurance Requirements*

For the duration of the contract Vendor 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 Vendor. Specific insurance provisions will be delineated in the contract between Vendor 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 firm sign a statement affirming their compliance with this policy.

RFP AED PROGRAM – INSURANCE REQUIREMENTS

This document is to further clarify and detail the insurance coverage that will be required by the City of West Hollywood for the entity selected for the **Maintenance of Automated External Defibrillator (AED) Public Access Defibrillation (PAD) Program**. All insurance shall be evidenced on an ACORD Form Certificate of Insurance with appropriate policy endorsements as noted below.

Required Coverages & Endorsements:

- Commercial general liability insurance (including Products, Ongoing & Completed Operations coverage) in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- Automobile Liability with minimum combined single limit of \$300,000 (for owned, non-owned, hired, rented vehicles as necessary).
- Workers' Compensation Insurance as required by applicable law & Employers' Liability Insurance with minimum limits of \$1,000,000.
- The CITY OF WEST HOLLYWOOD, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds as their interests may appear (excluding Workers Compensation and Professional Liability). ***REQUIRES A POLICY ENDORSEMENT**
- Include a **Waiver of Subrogation Endorsement** for the following:
 - ✓ Commercial General Liability & Auto
 - ✓ Workers Compensation Coverage***REQUIRES POLICY ENDORSEMENTS**
- Named insured must state their insurance is primary and non-contributory by policy endorsement. ***REQUIRES A POLICY ENDORSEMENT**
- Professional Liability and/or Medical Malpractice Coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. If the coverage is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall continue for two (2) years after completion of the work.
- Certificate should indicate a 30 day notice of cancellation or reduction in limits applies.

Certificate Holder:

The City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, California 90046

6. SAMPLE OF CITY STANDARD CONTRACT

CITY OF WEST HOLLYWOOD AGREEMENT FOR SERVICES

This Agreement is made on this #th day of Month, 2016, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Corporation, 1500 Main Street, City CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on _____, 20__ unless extended in writing in advance by both parties.
 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$###0 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 thirty (30) 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, (City Staff Person) shall serve as the CITY's representative for the

administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

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

6. **TERMINATION.**

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

7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8. **INSURANCE REQUIREMENTS.**

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

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

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

- 8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR

acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
 - 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 - 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
 - 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach."
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall

be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to

indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069-6216

Attention: _____

CONTRACTOR: XYZ Corporation
1500 Main Street
City, CA 90000

Attention: _____

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both

parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the #th day of Month, 2016.

CONTRACTOR: XYZ Corporation

J. Smith, President

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

Exhibit A

Scope of Services:

Time of Performance:

Special Payment Terms:

Exhibit B

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

TO: City of West Hollywood

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation with No Employees

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

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____