



City of West Hollywood
California 1984

REQUEST FOR QUALIFICATIONS (RFQ)

CONSULTANT SERVICES RELATED TO POTENTIAL LOCAL TAX INITIATIVES

RFQ Issue Date: July 14, 2016

RFQ Due Date: July 26, 2016

Project Manager: John Leonard,
Revenue Manager

Submit Proposals To: City of West Hollywood
Via PlanetBids Online Portal
(see link on page 5)

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1. GENERAL INFORMATION

The City of West Hollywood is located in an urban and vibrant part of Los Angeles County, with Beverly Hills to the west, Hollywood to the east, the Hollywood Hills to the north, and the Fairfax District to the south. The City includes national destinations and landmarks such as the Sunset Strip, the West Hollywood Design District, the Pacific Design Center, and a gay and lesbian nightlife area. The City is 1.9 square miles in size and home to approximately 36,000 residents. However, the City's population increases significantly each day as visitors stay in the City's hotels, workers come to the City's office buildings and businesses, and others come to the City's restaurants, bars, nightclubs, live music venues, retail establishments and galleries. On some weekends the City's population can increase to over 100,000 and during special events it can exceed 250,000.

Annually, over 1.35 million visitors come to the City and spend nearly \$1 billion dollars. Many of these visitors stay in one of the City's eighteen hotels (2,060 rooms), which have some of the highest average daily rates in the Los Angeles region, at near \$300, as well as a very healthy occupancy rate of approximately 85% (during summer months this can approach 95%). The City is home to some of the most popular hotels in the Los Angeles region, including The Standard, Andaz, Mondrian, Sunset Marquis, Sunset Tower, and The London. Over the next two years three new hotels will also open in the City, including, The James (286 rooms), EDITION (190 rooms), and Kimpton – La Peer (105 rooms). The current transient occupancy tax (TOT) rate in the City is 15.5%, which is comprised of 12.5% for the City's General Fund and 3% for Visit West Hollywood (the City's Marketing and Visitor's Bureau). For fiscal year 2015-16 the City expects its final TOT revenues to be just over \$22 million.

Another major source of revenue for the City is sales and use tax. Both visitors and City residents spend money at a variety of establishments in the City which has led to a diversified mix of sales tax producing businesses in the City. The City's main sales tax producers are the Gateway shopping center (Target, Best Buy, and BevMo), restaurants, hotels, street-front retail, automobile dealers, and grocery stores. The City's top ten sales tax producing businesses, in no particular order, include BOA restaurant, Pavilions supermarket, Target, Maxfield (high-end retail), Cecconi's restaurant, Best Buy, Soho House (private club), The Abbey, Christian Louboutin (high-end retail), and Hornburg Jaguar/Land Rover. Hotels and restaurants produce 36% of the city sales tax, with general consumer goods second at 35%, and food and drugs coming in third at 10%. The current sales tax rate in the City is 9%, of which the City receives 1%. For fiscal year 2015-16 the City expects its final sales tax revenues to be approximately \$16 million.

Every other year the City adopts a two year operating budget and five year capital work plan. The City's General Fund Budget for the current fiscal year (2016-17) is balanced with revenues and expenditures both equal to approximately \$88 million. The City's largest source of revenue is TOT at 26% of all General Fund revenues, the second largest is property tax at 18%, and sales tax is third at 17%.

1.1 Requested Scope of Services:

The City desires to hire one or more expert consultants to assist City staff with placing one or more tax initiatives on the March 2017 municipal ballot. This assistance (as detailed below) should include initial strategic planning, technical assistance, public opinion research/polling, assistance drafting ballot arguments/rebuttals, and overall general advisory services from contract execution through Election Day.

City staff is currently in the beginning stages of reviewing and researching the technical and policy considerations regarding placing an initiative on a future City ballot seeking a local tax rate increase. Staff is analyzing several options for the initiative, including, but not limited to, a sales tax rate increase and/or transient occupancy tax rate increase. Funds from a tax initiative would potentially be used for one or more items, which could include local transportation improvements/programs, affordable housing, seismic retrofits, or economic development. Staff is considering a general purpose (majority) tax initiative or a special (two-thirds) tax initiative. Any potential initiative would be placed on the City's March 2017 municipal ballot. The deadline for the City Council to adopt resolutions calling for a measure to be placed on the March 2017 ballot is December 9, 2016.

At this time, City staff is seeking one or more consultants to provide the City with the following services related to potential local tax initiatives.

- 1) Strategic Planning/Advisory Services
- 2) Public Opinion Research
- 3) Ballot Arguments/Rebuttals

Firms should indicate which of the preceding three services they are able to provide to the City (firms do not need to provide all three services). The City may select one or more firms based on their expertise.

2. INSTRUCTIONS

2.1 Access to RFQ:

The RFQ can be found on the City’s online bid portal (PlanetBids) and the City’s website. Please note - you must register with PlanetBids to submit your statement of qualifications.

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

City Site: <http://www.weho.org/city-hall/city-clerk/public-notice/rfp-rfq-bid-notice>

2.2 RFQ Communication and Questions:

The City’s principal contact for this RFQ will be John Leonard, Revenue Manager, (323) 848-6446, jleonard@weho.org.

Communication or solicitation with other City of West Hollywood officials (including City Council Members) or employees regarding any aspect of this RFQ is expressly prohibited and may result in disqualification.

2.3 Schedule of Events:

The timing of the review and selection process is subject to change, depending on the needs of the City, but is anticipated as follows:

| | |
|------------------------------------|-----------------|
| Request for Qualifications Issued: | July 14, 2016 |
| Statements of Qualifications Due: | July 26, 2016 |
| City Review of Submittals: | One Week |
| Consultant(s) Selection: | August 1, 2016 |
| Implementation Start Date: | August 16, 2016 |

2.4 RFQ Amendments:

The City reserves the right to change the RFQ schedule, issue amendments to the RFQ, cancel, or reissue the RFQ at any time.

2.5 Submittal Procedure:

Failure to comply with the requirements of this RFQ may result in disqualification. Each submittal must include all the information listed in the “format and contents” section (Section 2.6). Responses must be submitted on the City’s bid portal by July 26, 2016 (11:59 pm); submittals received after the deadline will be rejected. The responder is solely responsible for the “on-time” submission of their electronic document. The City will only consider responses that have been

transmitted successfully and have been issued an e-bid confirmation number with a time stamp from the Bid Management System indicating submittal.

The City's online bid portal can be accessed through the following URL:

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

2.6 Format and Contents:

The City is requesting concise statements of qualifications in letter form, of no more than five pages in response to this RFQ. Each submittal should include a description of your firm, the firm's experience with similar projects, and the firm's typical approach to similar projects. Specifically, each submittal shall include the following 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, and licenses to do business in the State of California.
- The names, experience, and qualifications of 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 description of your firm's knowledge related to local tax initiatives in California, including sales tax, transient occupancy tax, and marijuana tax.
- A description of your firm's experience performing work similar to the requested scope of service, specifically:
 - Strategic Planning/Advisory Services for local tax initiatives
 - Public Opinion Research for local initiatives
 - Drafting Ballot Arguments/Rebuttals for local tax initiatives
- Descriptions of three similar projects within the last three years, including references (contact person, email, and phone number).
- A listing of clients for which you have performed similar work.
- A description of your firm's general approach to performing the work requested in the scope of services.
- Your firm's proposed timeline for completing the requested scope of work.
- Proposed compensation amount and structure, including total not-to-exceed amount.
- Certification of Statement of Qualifications – Include a fully completed copy of Appendix A (not included in the five page maximum).

2.7 Evaluation and Selection:

- A. Qualifications will be evaluated by the City to determine if each submittal meets the requirements of this RFQ. No single criterion, 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. The selected consultant will be based on the following:
 - a. Demonstrated knowledge and experience with similar projects
 - b. Qualifications, capacity and technical capabilities
 - c. Firm's reputation and its staff qualifications and experience
 - d. Fee proposal
 - e. How well the overall response meets the City's needs
- B. A submittal that fails to address any one or more critical specifications of the RFQ will not be considered.
- C. A Notification of Intent to Award may be sent to any firm selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next most qualified proposer (as determined by the City) or withdraw the RFQ.

2.8 General Requirements:

- A. Inclusion of Documents - The documents submitted in response to this RFQ may be incorporated as part of the final contract with the selected firm.
- B. Right to Reject Any or All Responses - The City reserves the right to reject any or all responses, to waive technicalities or formalities, and to accept any response deemed to be in the best interest of the City. When two or more firms are deemed equal, the City reserves the right to make the award to one of the firms.
- C. Validity Period - Submission of a statement of qualifications, including a fee proposal, will signify the firm's agreement that the fee proposal is valid for 180 days from the RFQ due date.
- D. Costs of Preparation - Each submittal prepared in response to this RFQ shall be done at the sole cost of the proposer with the express understanding that no claims against the City for reimbursement will be accepted.

- E. Public Records and Right to Submitted Documents - All submittals, inquires, responses, or correspondence related to or in reference to this RFQ, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the firm will become the property of the City when received.

The City of West Hollywood is subject to California law regarding the disclosure of public records. Proposers must clearly mark any information in their submittal that they regard as "Proprietary" or "Confidential." Information that is proprietary, within the meaning of California law, will be withheld from any public records requests. All other information is subject to disclosure.

- F. Assignment - The successful firm(s) may not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, any other firm, or corporation without previous consent in writing from the City.
- G. Termination of Contract - The contract will provide that the City reserves the right to terminate the contract at any time upon thirty (30) days prior written notice of the City's intent to terminate the contract. The City may terminate the contract for cause with five (5) days written notification.
- H. Right to Request Additional Information - During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting statements of qualifications may be requested to make oral presentations as part of the evaluation process.
- I. Additional Services - The general service requirements outlined above describe the minimum work to be accomplished. Upon final selection of the firm, the scope of service may be modified during negotiations with the City.
- J. Undue Influence - The firm declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award of this RFQ, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from consultant, or from any officer, employee or agent of consultant, in connection with the award of the agreement or any work to be conducted as a result of the agreement. Violation of this section shall be a material breach of the agreement entitling the City to any and all remedies at law or in equity.
- K. Contracts and Insurance Requirements - The selected firm must provide and maintain in force at all times during the term of the services insurance for Workers' Compensations, General Liability, Professional Liability, and Automobile Liability, in amounts consistent with the services provided as

determined by the City. Such policies should be issued by companies admitted in the State of California.

It is recognized that the formal basis of any agreement between the firm and the City will be a contract rather than a statement of qualifications. The City maintains various policies related to contractual service providers. Among these are anti-discrimination, a living wage, and equal benefits policy. By submitting statements of qualifications, firms are indicating that they are prepared to comply with City ordinances and policies. As part of the contract or during contract negotiations, the City may request that the selected firm sign a statement affirming its compliance with these policies.

Appendix B shows standard City contract provisions and insurance requirements.

Appendix A
Certification of Statement of Qualifications to the City

1. The undersigned hereby submits its statement of qualifications and, by doing so, agrees to furnish services to the City in accordance with the Request for Qualifications (RFQ), dated July 14, 2016, and to be bound by the terms and conditions of the RFQ.
2. The Firm has carefully reviewed its submittal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Firm and that the Firm is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all submittals and to waive any informality or irregularity in any submittal received by the City.
4. The submittal includes all of the commentary, figures and data required by the Request for Qualifications, dated July 14, 2016.
5. This Firm has carefully read and fully understands all of the items contained in the General Requirements. The Firm agrees to all of the General Requirements except for those listed on an attachment.
6. The Statement of Qualifications, including the fee proposal, by this proposer is an irrevocable offer and shall be valid for 180 days from **July 26, 2016**.

Name of Firm: _____

By: _____

(Authorized Signature)

Name of Signer: _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Date: _____

Appendix B
Standard City Contract and Insurance Provisions

TERMINATION.

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.

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.

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 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.

INSURANCE REQUIREMENTS.

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

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."

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.

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.

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.

Insurance 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. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

- 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."
- 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.
- 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.
- 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.

- 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.
- 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.
- 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) 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.

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."

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

RESTRICTIONS: Arab League Boycott of Israel.

The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

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.

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.

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.