



City of West Hollywood  
Innovation & Strategic Initiatives Division

**REQUEST FOR QUALIFICATIONS**

**INNOVATION (TECHNOLOGY AND DESIGN) SERVICES  
(WEHOX INNOVATIONS AND TECHNOLOGY PROGRAM)**

**ISSUED BY:**

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

**CITY REPRESENTATIVE:**

**Francisco Contreras  
Innovations and Strategic Initiatives Manager  
City of West Hollywood**

**RESPONSES DUE:**

**FRIDAY JANUARY 29, 2016 AT 4:00 P.M.**

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## 1.0 SCOPE OF SERVICES AND BACKGROUND

### 1.1 Scope of Services

The City of West Hollywood, hereinafter referred to as “City,” is soliciting qualifications from innovation (technology and design) professionals to provide services on an on call basis.

The City will establish a pool of innovation (technology and design) professionals that can be contracted on an “as needed” basis for a variety of technical and design services. Projects may include, and are not limited to: developing simple websites, maps, data visualizations, infographics, interactive maps, video projects, mobile applications, and branded content.

From a pool of qualified technical and design professionals, the City will have the ability to select one or more professionals for City Departments and Divisions to utilize for various projects. The pool of technology and design professionals shall have sufficient expertise in innovation-related technology and design to represent the work the City does through compelling visual work.

Technology and design professionals who submit qualifications should have a broad range of skills with particular expertise in one or more of the following:

#### *Mobile Software Engineers*

- Deep technical knowledge of mobile application development (both Android and iOS) and understanding of OS-specific APIs with a demonstrated experience working end to end.

#### *Web Developer*

- Experience integrating HTML-based content with other 3rd party environments (i.e. Content Management Systems). Experience with source control (SVN / GIT) and bug tracking systems as well as some of the following technologies: .NET, JAVA, NationBuilder, Wordpress.

#### *UX/UI Designers*

- Interactive experience, an intimate knowledge of industry tools, and solid understanding of designing intuitive site functionality, interaction, site architecture, user interfaces, and navigation.

#### *Data Scientist*

- Experience in data analysis including both detailed data

manipulation and interpretation of broader implications, including experience with data visualization. This experience should specifically include finding or creating, cleaning, using and making meaning of data sets such as can be found on the West Hollywood Open Data portal. Well versed in at least one of the following: a programming language such as R or Python, GIS, and/or applied statistics.

*GIS Professional*

- Knowledge of GIS/GPS operations, geography, cartography, mid-level computer programming and database administration, data management, surveying and spatial analysis methods. Specialized technical training in the use of advanced cartography software and knowledge of programming languages.

*Video Production Professional*

- Experience filming and assembling recorded raw material into a finished product that's suitable for posting to City of West Hollywood's website, YouTube and social media channels including but not limited to, camera footage, dialogue, sound effects, graphics and special effects.

Other technology and design professionals encouraged to apply.

## 1.2 **Background**

**WeHoX:** The City of West Hollywood remains committed to the highest level of innovation in government. The City strives to establish the most efficient and forward-thinking system of transparency, public participation, accessibility, and communication by utilizing emerging technologies, expanding upon existing tech-oriented infrastructure, and working together with our City's innovation community and business leaders. Embracing new technologies and training employees on the principles of innovation will strengthen local democracy, promote efficiency and effectiveness in government, and promote the local economy.

In the fall of 2014, the City of West Hollywood launched WeHoX, the City's first comprehensive civic innovations program, to explore the merging of technology and innovation with civic purposes for government transformation. The WeHoX consultant team's recommendations, the comments and ideas from WeHoX salons, and the work of City staff and consultants culminated in this first City of West Hollywood Innovations Annual Report. The report proposes a broad range of programs and projects, and sets goals for the City's innovation initiatives in 2015 and beyond.

The core goals of WeHoX are to:

- a) Enhance the City's capacity to utilize new and emerging technologies and innovations for the benefit of its residents, visitors and local businesses;
- b) Celebrate the City's regional leadership in civic innovation;
- c) Promote local democracy and increase civic engagement;
- d) Promote efficiency and effectiveness in government; and
- e) Promote the local economy through leadership in civic innovation and technology.

## **2.0 INSTRUCTIONS**

### **2.1 Purpose**

The purpose of this Request for Qualifications (RFQ) is to create a pool of on-call interested technical and design professionals with sufficient information to enable them to submit qualifications for technology and design services.

### **2.2 Qualifications Submission**

By submitting qualifications the Vendor affirms, whether as an independent contractor or as an individual within a company, that the Vendor is familiar with all the terms and conditions of this RFQ 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 RFQ. Additionally, the Vendor affirms that the qualifications have been checked for errors and omissions and that all information provided is correct and complete.

All qualifications shall be signed in ink by the lead independent contractor or primary officer (President, Chief Executive Officer, Principal, etc.) or an 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 qualifications must be provided.

Qualifications shall be submitted in person or by mail in a sealed envelope.

No oral, telephonic or telegraphic qualifications or modification of qualifications will be considered.

### **2.3 Disclosure of Contents of Qualifications**

All qualifications accepted by the City of West Hollywood shall become the exclusive property of the City. **Upon opening, all qualifications 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 qualifications which are identified by the Contractor as business or trade secrets and plainly marked as “Trade Secret”, “Confidential” or “Proprietary”.** Each element of qualifications 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.

#### **2.4 Qualification Due Date**

Qualifications will be accepted up to the hour of 4 PM on January 29, 2016.

Qualifications must be submitted addressed as follows:

City Clerk  
Qualifications: Innovation Services  
City of West Hollywood  
8300 Santa Monica Boulevard  
West Hollywood, CA 90069

#### **2.5 Schedule of Events**

This RFQ has been developed in order to provide adequate information for potential professionals to prepare qualifications 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 Qualifications Release:	01/05/2016
Final Date for Submitting Questions:	01/19/2016
Final Date for Submitting Qualifications:	01/29/2016
Qualifications Evaluation by City:	02/01-02/19/2016
Negotiations begin with Finalists:	02/22-03/04/2016
Contracts Begin:	03/07/2016

#### **2.6 Questions and Inquires Related to RFQ**

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 RFQ be directed to:

Kate Mayerson, Innovation Analyst  
kmayerson@weho.org

Specific questions relating to the content of this RFQ should be submitted on or before January 19, 2016.

**Any vendors found to be soliciting other members of City staff, or City Council members during this RFQ process may be disqualified.**

## **2.7 Common Questions and Answers**

Q: *Is there a pre-bid conference?*

A: No. Questions about the RFQ should be submitted prior to January 19, 2016, as detailed above.

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

A: Unfortunately, extensions cannot be granted.

Q: *Is the RFQ available as a Word document?*

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

## **2.8 Vendor Qualifications Submission**

**Please note:** All inquiries, responses, or correspondence related to or in reference to this request for qualifications, 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 qualifications to this RFQ, qualifications must include all of the following items as identified below:

- 1) A cover letter with a brief professional summary.
- 2) A brief history of background and experience, including whether Vendor operates as an independent contractor or operates as a company (including size, length of time in business, and other related information).
- 3) A brief history of the Vendor's background and experience, including: company size, length of time in business, and other related information.
- 4) Vendors are to identify any sub-contractors used, and all resources which are to be provided by City.
- 5) Standard hourly fees and/or any related fees.
- 6) Work portfolio or examples to illustrate professional capacities (this may be hard copy or may also be a link to an electronic web-based portfolio).

- 7) Detail and discuss any exceptions to this RFQ.
- 8) A sample contract, based on the City contract boilerplate, with any changes or additions noted. Please note that the response to this RFQ will be included as an exhibit of the contract.
- 9) A list of no fewer than three (3) professional references with contact information.

## **2.9 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 qualifications.
- Experience and references of the vendor.
- Length of time in business.
- Competitive pricing.
- The quality of the services offered.
- A good match of Vendor's technical and artistic style/capacity relative to the specific needs of the City, concerning technology and design.
- The capacity of the vendor to perform the contract or provide the service promptly, within the time specified, and without delay or interference.

Vendors' qualifications will be evaluated against the specifications as presented in the RFQ. 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.

## **3.0 CONDITIONS**

### **3.1 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 RFQ. Vendor's quoted prices **must** include any applicable federal or state tax.

### **3.2 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 qualifications.

### **3.3 Right to Reject Any or All Qualifications**

The City reserves the right to reject any or all qualifications, to waive technicalities or formalities, and to accept any qualifications 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.

### **3.4 Contracts**

It is recognized that the formal basis of any agreement between vendor and City is a contract rather than submission of qualifications. Please see sample contract (Attachment A).

### **3.5 Service Date**

Vendors will specify in their qualifications that the proposed beginning date of service of March 7, 2016 is acceptable.

### **3.6 Rights to Submitted Materials**

All qualifications, inquiries, responses, or correspondence related to or in reference to this request for qualifications, 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.

### **3.7 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.

### **3.8 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 qualifications, the City may request that the selected firm sign a statement affirming their compliance with this policy.

**ATTACHMENT "A"**

**SAMPLE 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 professional 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 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.

## 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

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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.
- 8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's

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operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each 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.



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- 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

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to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
14. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
15. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except

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the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

16. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
17. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

Attention: \_\_\_\_\_

CONTRACTOR: XYZ Corporation  
1500 Main Street  
City, CA 90000

Attention: \_\_\_\_\_

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
19. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements,

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AGREEMENT FOR SERVICES**

promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

20. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
21. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
22. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES**

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 \_\_\_\_\_