

REQUEST FOR PROPOSALS
FOR
ELECTRONIC WASTE COLLECTION AND
SECURE DOCUMENT SHREDDING EVENT SERVICES
IN THE
CITY OF WEST HOLLYWOOD



RFP ISSUE DATE: JUNE 19, 2015

PROPOSAL DUE DATE: MONDAY, JULY 6, 2015
2:00 PM

SUBMIT PROPOSAL ELECTRONICALLY TO:

<http://www.weho.org/city-hall/city-departments/public-works/public-works-bids>

or

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

**NOTICE INVITING PROPOSALS
FOR
ELECTRONIC WASTE COLLECTION AND
SECURE DOCUMENT SHREDDING EVENT SERVICES
IN THE CITY OF WEST HOLLYWOOD**

PUBLIC NOTICE IS HEREBY GIVEN that the City of West Hollywood as AGENCY, invites proposals for providing Electronic Waste Collection and Secure Document Shredding Event Services to be received only by submitting electronically at the following website address links:

<http://www.weho.org/city-hall/city-departments/public-works/public-works-proposals>

or

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

The City of West Hollywood seeks proposals from interested and qualified contractors to enter into a two (2) year agreement to provide services for electronic waste collection and secure document shredding community events two (2) times per year. The City of West Hollywood desires to engage a qualified contractor that has the experience, manpower, and financial resources needed to provide “turn-key” events with all services (including staffing) provided and operated by contractor. The scope of work and proposal submission process is described in more detail in the Request for Proposal Document.

Copies of the Request for Proposal (RFP) document are available at no cost from the City of West Hollywood website at the following website address links:

<http://www.weho.org/city-hall/city-departments/public-works/public-works-proposals>

or

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

The RFP Schedule is as Follows:

- | | |
|--------------------------------------------------------|--------------------------------|
| ○ Written questions deadline | July 1, 2015, 12:00 p.m. |
| ○ Deadline for Proposal Submission | July 6, 2015, 2:00 p.m. |
| ○ Interview of Finalists (depending on # of responses) | Week of July 13, 2015 |
| ○ Contract Award by City Council | July 20, 2015 |

Owner's Rights: The City of West Hollywood reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposals should it deem this necessary for the public good, and also the proposal of any Vendor who has been delinquent or unfaithful in any former contract with the City of West Hollywood and to take all proposals under advisement for a period of ninety (90) days. No proposer may withdraw its proposal for a period of ninety (90) days after the deadline for submission

of proposals. The award of contract, if made, will be in accordance with the evaluation criteria provided in the Request for Proposal Document.

The City's principal contact for this project is Matthew Magener, Environmental Programs Coordinator, (323) 848-6894, mmagener@weho.org. Communication or solicitation with other City of West Hollywood Officials or Employees regarding any aspect of this RFP is expressly prohibited and may result in disqualification.

BY ORDER OF the City of West Hollywood.

REQUEST FOR PROPOSALS
FOR
ELECTRONIC WASTE COLLECTION AND
SECURE DOCUMENT SHREDDING EVENT SERVICES

INTRODUCTION

The City of West Hollywood seeks proposals from interested and qualified contractors to enter into a two (2) year agreement to provide services for electronic waste collection and secure document shredding community events two (2) times per year. The City of West Hollywood desires to engage a qualified contractor that has the experience, manpower, and financial resources needed to provide “turn-key” events with all services (including staffing) provided and operated by contractor.

BACKGROUND

The City of West Hollywood hosts Free Document Shredding and E-Waste Collection Events for residents and commercial businesses 1-2 times per year and participants are allowed to standby to view their documents being destroyed.

For your reference, City of West Hollywood Free Document shredding and E-waste events in recent years have collected the following amounts of materials:

*Figures are based on 2-year average of materials collected for a single collection event.

Total Covered CRT (lbs.)	Total Non-Covered CRT (lbs.)	Total Weight Electronics (lbs.)	Total Weight Paper (lbs.)
2,200	7,370	9,570	16,000

SCOPE

The City of West Hollywood seeks proposals from interested and qualified contractors to enter into a two (2) year agreement to provide services for electronic waste collection and secure document shredding community events two (2) times per year. The events will be open to all residents and businesses and will take place from 9:00 am to 12:00 pm in a space provided at no cost by the City. The contractor will employ adequate staffing to set up and dismantle its collection operation prior to and after the event comes to a close. The contractor is expected to perform all collection, transportation, and processing services consistent with all local, State, and Federal laws and regulations. Services will include all event staffing, unloading of materials from patrons’ vehicles, proper collection, storage, handling, packaging, documentation, transportation, transfer, disposal, and recycling of electronic waste and waste generated from secure document shredding services. The City is seeking a contractor to provide “turn-key” events with all services (including staffing) provided and operated by the contractor.

The first event will be on Saturday, August 15th, 2015 from 9:00AM – 12:00PM at a parking lot located at 355 N. San Vicente Blvd. (Cedars Hospital's Employee Parking Lot). The contractor shall be onsite at 7:30AM and ready to commence services when gates open at 9:00AM.

PROPOSAL REQUIREMENTS AND FORMAT

All proposals shall provide written responses to the following list, including documentation to demonstrate sufficient experience and qualifying information:

1. Provide a description of the firm and location of principal offices, number of professional personnel and other pertinent information including a list of all staff members who will work the event
2. State the overall approach of the proposal, including the objectives, scope of work to be performed and methodologies or techniques to be used.
3. Describe the work activities (tasks) to be performed.
4. Provide a description of the information and support required of City staff.
5. Provide information on related project experience and client references. A minimum of five (5) references shall be provided.
6. Provide the name and resume of the principal or project manager in the firm who will serve as Project Manager and have direct and continued responsibility for the event(s)
7. List of Subcontracted work. If any portion(s) of the project will be subcontracted, provide a list of those consultants with following information for each:
 - Company's name
 - Address
 - Phone number
 - Tasks assigned
 - The reason why you are choosing to use this company to do those tasks and your history of working with this company
8. For the contractor and each of the proposed subcontractors, include copies of all notices of violations, administrative orders, or other enforcement actions taken by any regulatory agencies during the past three years.
9. For the contractor and each of the proposed subcontractors, provide copies of any letters of recommendation or other awards of recognition received during the past three years.

10. The contractor shall demonstrate they have all necessary licenses, approvals, and qualifications for transport of electronic waste as follows: Contractor shall collect and transport all electronic waste via an electronic waste transporter who is licensed with the State of California Department of Toxic Substances Control and who has all necessary federal, state and local permits and approvals. Copies of these permits/licenses must be submitted to the City. All drivers, vehicles and equipment used to transport hazardous waste shall be certified for use in the handling and transportation of electronic waste. Contractor shall transport all electronic waste in accordance with all federal, state and local laws and regulations to recycling, treatment or disposal facilities approved by the City and licensed by the resident state and the United States Environmental Protection Agency. The California Department of Toxic Substances Control must approve facilities located within the State of California.
11. The contractor shall demonstrate they have all necessary licenses, approvals, qualifications, equipment and other resources necessary to recycle and/or dispose of all materials collected at the events. This includes all recyclable components of covered and non-covered electronic waste as provided by state and federal law/regulations. Contractor shall dispose of all components of electronic waste that are not recyclable as provided by state and federal law/regulations. Contractor must provide certificates of recycling and disposal to the City within three (3) months of collection. The Contractor shall comply with the California Electronic Waste Recycling Act of 2003 and subsequent amendments, California regulations relating to electronic waste, CalRecycle Covered Electronic Devices redemption/reimbursement requirements and, at all times, all other local, state, and federal laws and regulations in its provision of services to the City under this Agreement. The contractor will provide certification that all hard drives have been securely destroyed.
12. Provide a detailed list of what can be collected at the event. Please include all items that you accept through e-waste events (ie. batteries, CFLs, etc.)
13. Provide verification that document destruction services will be done on-site at the event, using equipment that allows participants to standby and view their documents as they are being destroyed. The contractor shall provide certification that all documents have been securely destroyed.
14. Please describe any public benefits or community services the contractor provides through operation of their company (i.e. employment of disadvantaged persons, free services, rebates, etc.).
15. Describe the contractor's ability to advertise/promote the West Hollywood collection events on their company website, newsletters, and/or social media.
16. Changes to the Contract Requirements. The contractor shall review the contract requirements included at the end of this RFP. Any proposed changes to the

boiler plate contract language shall be listed in this section. If you do not have changes include a statement saying as such. Proposed changes will not have any influence on the evaluation of the proposal, but will speed up the process of the selected consultant to sign the contract documents. The proposed changes will be reviewed and approved by the City Attorney's Office prior to signing the contract documents.

17. Other pertinent information. Please use the last page to include any additional information you would like to include in your proposal. Provide the information in a concise manner that will fit on one (1) side of an 8.5" x 11" piece of paper. The content can be anything of your choosing however it must fit on one side of one page.
18. Project Fee. The fee proposal shall have a schedule of hourly rates that will be charged for each member of the project team including subcontractors. The proposal shall have a total proposed cost for completing the scope of work based on the estimated number of hours and the hourly rate of each member; and the direct costs you plan to bill to the project. If you would like to explain any of your costs, for any reason, include the explanation with the fee proposal. Please include a total cost per each collection event.

GENERAL CONDITIONS

- A. Delivery of Proposal. Proposals shall only be submitted electronically to the City of West Hollywood via the following website address links:

<http://www.weho.org/city-hall/city-departments/public-works/public-works-proposals>

or

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

The Electronic Proposal System will close exactly at 2:00 pm. on July 6, 2015. Proposals received after this time will be considered to be non-responsive. Late proposals will not be accepted. All applicable forms required to be completed per the Proposal Documents shall be submitted electronically prior to the Bid date and time. Hard copies will not be accepted as a viable proposal. It is the Proposer's sole responsibility to ensure that its proposal is received as specified. Proposals may be submitted earlier than the date(s) and time(s) indicated.

If the proposal is made by a sole owner, it shall be signed with his/her name and his/her address shall be given. If it is made by a partnership, it shall be signed with the partnership name by a member of the firm authorized to bind the partnership who shall also sign his/her own name, and the name and address of each member shall be given. If it is made by a corporation, it shall be made by an officer or other individual who has the full and proper authorization to do so and

their address shall be given. If the proposal is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have full and proper authorization to do so and their address shall be given.

- B. Inspection of the Site. Each prospective Proposer is responsible for fully acquainting himself/herself with all conditions, instructions, and specifications of this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the services requested by the City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award(s) have been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Respondent(s) to request additional compensation.
- C. Withdrawal of Proposals. Prior to the Proposal submittal deadline, a proposal may be withdrawn by the Proposer only by using the Agency's electronic system. No proposer may withdraw its proposal for a period of ninety (90) days after the deadline for submission of proposals.
- D. Irregular Proposals. Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.
- E. Taxes. No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.
- F. Disqualification of Proposers. More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Proposer is interested. If there is reason for believing that collusion exists among the Proposers, all proposals will be rejected and none of the participants in such collusion will be considered in future proposals.
- G. Requests for Clarification/Questions. Proposers must satisfy themselves by personal examination of the work site, Specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No proposer shall at any time, after submission of a proposal, make any claim or assertion that there was any misunderstanding or

lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in RFP documents shall be called to the attention of the City by submission of a written request for clarification or question. Such submission, if any, must be sent using the "Q&A" tab of the electronic proposal system at

<http://www.weho.org/city-hall/city-departments/public-works/public-works-proposals>

or

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

The deadline for submittal of Requests for Clarification/Questions is Wednesday, July 1, 2015 at 12:00pm. Requests for clarification/questions received after this deadline will not be answered.

Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, e-mail or in-person will not receive a response. City's responses to requests and submissions of questions will take the form of an RFP Addenda, which will be emailed to all persons and companies whom were sent this RFP, and posted electronically on the City's website within 4 calendar days of the end of the question period.

- H. Right to Reject Any or All Proposals. The City of West Hollywood 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 firms are deemed equal, the City reserves the right to make the award to one of the two firms.
- I. Public Records and Right to Submitted Proposals. 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 Firms will become the property of the City when received.

The City of West Hollywood is subject to California law regarding disclosure of public records. Firms must clearly identify any information they regard as proprietary in the proposal. Any such information should be marked "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.

- J. Contracts and Insurance Requirements. It is recognized that the formal basis of any agreement between the Firm and the City will be a contract rather than a proposal. The City maintains various policies related to contractual service

providers. Among these are anti-discrimination, a living wage, and equal benefits policy. In submitting proposals, Firms must indicate 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. In addition, insurance will be required as part of the contract.

- K. The Respondent(s) selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make an assessment of the Respondent(s)' services in accordance with the requirements herein.
- L. The City of West Hollywood shall not be liable for any pre-contractual expenses incurred by any proper or the selected Respondent. Respondents shall not include any such expenses as part of the price proposal in response to this RFP.
- M. Communication or solicitation with other City of West Hollywood Officials or Employees regarding any aspect of this RFP is expressly prohibited and may result in disqualification. Anyone submitting a proposal or is on a proposal team shall not contact any City employee or City Council members regarding any aspect of this RFP unless in the manner described above. From the time the City has released this RFP and throughout the evaluation period; any email, telephone, text message, social media, face to face contact and/or communication, where there has been discussion of this RFP, may be the basis for a submittal being disqualified from consideration.
- N. The RFP Schedule is as Follows:

Written questions deadline

Proposals Due

Interview of Finalists (depending on # of responses)

Contract Award by City Council

July 1, 2015, 12:00 p.m.

July 6, 2015, 2:00 p.m.

Week of July 13, 2015

July 20, 2015

SELECTION PROCESS

Submitted RFPs shall be evaluated using the following key criteria:

1. 40% - Contractor's experience, background, qualifications to provide the scope of services. Examples of completing similar work.
2. 30% - Project manager/team's experience, background, qualifications to complete the scope of work. Examples of completing similar work.
3. 20% - Reference projects. Projects that demonstrate the ability to complete the job, the quality of work, the experience of the project manager/team.
4. 10% - Other pertinent information provided.

Depending on the number of proposals received, the highest ranking proposals may be asked to come in for an interview. After a consultant is selected, the Engineering Division will initiate a final contract negotiation. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with another submitted proposal.

CONTRACT REQUIREMENTS OF SELECTED CONSULTANT

The selected contractor shall be able to meet the following requirements in order to enter into a contract with the City of West Hollywood: (Language taken directly from the contract that will be signed by the selected consultant)

AGREEMENT FOR SERVICES (version April 2014)

This Agreement is made on this #th day of Month, 2010, 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

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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: _____

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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.

**CITY OF WEST HOLLYWOOD
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IN WITNESS WHEREOF, the parties have executed this Agreement the #th day of Month, 2015.

CONTRACTOR: XYZ Corporation

J. Smith, President

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES

Exhibit A

Scope of Services:

Time of Performance:

Special Payment Terms:

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

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 _____