

LOS ANGELES FIRE DEPARTMENT



KRISTIN M. CROWLEY
FIRE CHIEF

September 18, 2023

BOARD OF FIRE COMMISSIONERS
FILE NO. 23-093

TO: Board of Fire Commissioners

FROM:  Kristin M. Crowley, Fire Chief

SUBJECT: AGREEMENT WITH COMMERCIAL PARTS AND SERVICE, LLC DBA INDUSTRIAL ELECTRIC SERVICE FOR APPLIANCE MAINTENANCE AND REPAIR SERVICES PURSUANT TO THE REQUEST FOR PROPOSALS NO. 2023-038-002

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

SUMMARY

The Los Angeles Fire Department (LAFD or Department) has a need for appliance repair and maintenance services for the kitchen equipment located at Fire Station 4, 450 E. Temple St., Los Angeles, CA 90012. Fire Station 4 and the LAFD's Metropolitan Fire Communications (MFC) are adjacent buildings, and share the Department's largest kitchen facility that is fully equipped with commercial-grade appliances.

Appliance maintenance and repair services are needed to maximize the efficient utilization of the kitchen equipment at Fire Station 4. Quarterly inspections and service will enhance performance, prevent breakdowns, reduce energy consumption, extend equipment life, and ensure safe and satisfactory operation. This supports the health and safety of the LAFD members assigned to Fire Station 4 and MFC.

Without an agreement for maintenance and repair services, the kitchen appliances are not inspected as a preventive maintenance and are only serviced if an issue arises. Currently, if an appliance breaks down, it can take a week or longer to get repaired—leaving the members without a functioning appliance to prepare daily meals.

On February 16, 2023, the LAFD issued a Request for Proposals (RFP) No. 2023-038-002 for appliance maintenance and repair services. Commercial Parts and Service, LLC dba Industrial Electric Service (Industrial Electric) was the only proposer who responded to the RFP.

An Evaluation Committee, comprised of LAFD personnel from the Training and Support Bureau's Fire Facilities Section, reviewed and scored Industrial Electric's proposal.

based on the criteria below.

Evaluation Criteria	Maximum Points
Cost Structure/Price	30
Organization & Experience	25
Availability & Qualifications of Personnel	25
Past Performance Under Similar Contracts	20
Total Possible Points	100

The Evaluation Committee determined that Industrial Electric is highly qualified to provide the required services, and received a score of 90 points.

Industrial Electric has been providing kitchen appliance repair services to the LAFD's fire stations for over six years. Aside from serving the LAFD, Industrial Electric serves restaurants, hotels, hospitals and school districts in Southern California. The cost (\$1,066/quarterly) is reasonable, especially since the quarterly preventive maintenance service will inspect all the kitchen's commercial equipment in each visit. With the agreement, there is also a slight discount on labor and travel hourly prices (-8.5% and -5.8%, respectively) for reactive repair services compared to the current pricing without an agreement.

It is recommended that the agreement be awarded to Industrial Electric as they were evaluated to be well-qualified to provide the appliance maintenance and repair services. The proposed term is for three (3) years, with two (2) one-year optional extensions, subject to the availability of funds. The compensation is for an amount not to exceed \$20,000 per contract year, for a total maximum amount not to exceed \$100,000.

The Agreement has been reviewed and approved by the City Attorney as to legal form. Pursuant to the Los Angeles City Charter Section 373, approval by the City Council is required.

RECOMMENDATIONS

That the Board:

1. Approve and authorize the Fire Chief to execute an Agreement with Commercial Parts and Service, LLC dba Industrial Electric Service for appliance maintenance and repair services for a three-year term, with two (2) one-year optional extensions, with the compensation not to exceed \$20,000 in any contract year, for a total maximum compensation not to exceed \$100,000.

2. Authorize the Fire Chief to exercise the options to execute amendments to extend the term of the Agreement for up to two (2) one-year terms, not to exceed the annual maximum amount of \$20,000 for each contract year, contingent on the availability of funds and the contractor having provided satisfactory services under the Agreement, and subject to review and approval by the City Attorney.
3. Transmit the Agreement to the Mayor for review and approval, in accordance with Executive Directive No. 3.

FISCAL IMPACT

Funding for this Agreement will be available from savings in the FY 2023-24 Contractual Services Account 3040. Subsequent funding is subject to availability of funds in the Department's future budget years.

Board Report prepared by Martin Mullen, Battalion Chief, and Christina Torres, Management Analyst, Fire Facilities Section, Training and Support Bureau.

Attachment

AGREEMENT NO. _____

AGREEMENT BETWEEN

THE CITY OF LOS ANGELES

AND

**COMMERCIAL PARTS AND SERVICE, LLC DBA
INDUSTRIAL ELECTRIC SERVICE**

FOR

APPLIANCE MAINTENANCE AND REPAIR SERVICES

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AGREEMENT NO. _____

**AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
COMMERCIAL PARTS AND SERVICE, LLC DBA INDUSTRIAL ELECTRIC SERVICE
FOR
APPLIANCE MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT (herein referred to as “Agreement”) is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as the “CITY”), acting by and through the Los Angeles Fire Department (hereinafter referred to as the “LAFD”), and Commercial Parts and Service, LLC dba Industrial Electric Service, a California Limited Liability Company, (hereinafter referred to as the “CONTRACTOR”), with reference to the following:

WHEREAS, the LAFD has a need for kitchen appliance installation, maintenance and repair services, including the purchase of ancillary parts, for Fire Station 4, located at 450 East Temple Street, Los Angeles, California, 90012; and

WHEREAS, the CITY performed its Charter Section 1022 evaluation and determined that City employees do not have the expertise to perform the work; and

WHEREAS, on February 16, 2023, the LAFD issued a Request for Proposals (RFP) seeking qualified contractors to provide appliance repair and maintenance services for its kitchen equipment located at Fire Station 4; and

WHEREAS, the CONTRACTOR was the only proposer to respond to the RFP; and

WHEREAS, the LAFD has determined that the CONTRACTOR possesses the knowledge, skills and capabilities that the LAFD seeks from a specially trained and certified contractor to provide kitchen appliance installation, maintenance and repair services; and

WHEREAS, the CITY desires to enter into an Agreement with the CONTRACTOR for appliance maintenance and repair services.

NOW, THEREFORE, in consideration of the above premises, representations, covenants and agreements herein contained, the parties hereto agree as follows:

1.0 PARTIES TO THE AGREEMENT

- 1.1.** CITY - The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Fire Department, having its principal office at 200 North Main Street, Room 1800, Los Angeles, California 90012.

1.2. CONTRACTOR - Commercial Parts and Service, LLC dba Industrial Electric Service, having its principal office at 5662 Engineer Drive, Huntington Beach, California 92649-1124.

2.0 REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

The representatives of the respective parties who are authorized to administer this Agreement and whom formal notices, demands, and communications will be given are as follows:

2.1 The CITY's representative is, unless otherwise stated in the Agreement:

Kristin M. Crowley, Fire Chief
Los Angeles Fire Department
200 North Main Street, Room 1800
Los Angeles, California 90012

With a copy to:

Martin Mullen, Battalion Chief
Fire Facilities Section
Los Angeles Fire Department
201 N. Figueroa Street, Room 1250
Los Angeles, California 90012

And

Carlos Calvillo, Assistant Chief
Metropolitan Fire Communications
Los Angeles Fire Department
500 E. Temple Street, Room 242
Los Angeles, California 90012

The CONTRACTOR's representative is, unless otherwise stated in the Agreement:

Aaron Ruiz, General Manager
Commercial Parts and Services, LLC dba Industrial Electric Service
5662 Engineer Drive
Huntington Beach, California 92649-1124

2.2 Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

2.3 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be provided as described in this Agreement within five (5) working days of said change.

2.4 This agreement may be terminated by either party upon thirty (30) days written notice, and pursuant to Section PSC-9 of the Standard Provisions for City Contracts (Rev. 9/22)[v.1], attached hereto and incorporated by reference herein as Exhibit C.

3.0 SCOPE OF SERVICES

The work to be performed by CONTRACTOR is on-call kitchen appliance installation, maintenance and repair services, including the sale and installation of ancillary parts, at Fire Station 4, located at 450 East Temple Street, Los Angeles, California 90012. In addition, CONTRACTOR shall perform planned preventive maintenance, as described in Section 3.2 below. Service shall be provided during NORMAL WORKING HOURS, 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding all holidays. Service provided outside of the aforementioned hours that are not on holidays shall be considered OVERTIME HOURS. Service provided on holidays, regardless of the day or time, shall be considered HOLIDAY HOURS. CONTRACTOR shall not be obligated to provide service outside of NORMAL WORKING HOURS as defined in this Section.

Holidays for the purposes of this Agreement are the following days:

- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day

3.1 APPLIANCES AND EQUIPMENT

The appliances and equipment to be maintained and repaired by the CONTRACTOR under this Agreement are outlined in the Appliance and Equipment List, attached hereto and incorporated by reference herein as Exhibit A. The items in Exhibit A are for illustrative purposes only, and are intended to provide an overview of the type of appliances and equipment that are subject to this Agreement. Additional or replacement appliances or equipment that are purchased and/or installed shall be covered under this Agreement.

3.2 PLANNED PREVENTIVE MAINTENANCE PROGRAM (PPMP)

The Planned Preventive Maintenance Program (PPMP), attached hereto

and incorporated by reference herein as Exhibit B, is a program under which the CONTRACTOR shall provide regularly scheduled inspections and maintenance by trained personnel at a mutually agreeable date and time. The PPMP is designed to enhance performance, prevent breakdowns, reduce energy consumption, extend equipment life, and ensure the safe and satisfactory operation of appliances and equipment.

PPMP inspections include, but are not limited to, inspection of the following items:

- Electrical Operation
- Calibration of Controlled Equipment
- Check for wear and proper operation of mechanical parts (doors, valves, etc.)
- Boiler clean out, without chemicals
- Clean refrigeration condensers, filters and drain lines (when applicable)
- Safety Device Check
- Adjustments for proper combustion

The PPMP shall be performed quarterly. All commercial-grade appliances and equipment located within the kitchen of Fire Station 4, except the Hobart Mixer and the Hatco Warmer, are subject to the scope of the PMPP. Additional equipment may be added at any time, subject to a rate adjustment that is mutually agreeable to both parties. The frequency of the PPMP may be adjusted at the sole discretion of the LAFD.

4.0 TERM OF THE AGREEMENT

- 4.1** The term of this Agreement shall commence upon the date of attestation by the Los Angeles City Clerk, and will terminate three (3) years from that date, unless otherwise terminated by the CITY as provided for in this Agreement.
- 4.2** The Board of Fire Commissioners has authorized the Fire Chief to extend the Agreement for a total of two (2) additional years, exercisable in one (1) year increments, utilizing the amendment process described in Section PSC-5 of Exhibit C – Standard Provisions for City Contracts (Rev. 9/22)[v. 1], attached hereto and incorporated by reference herein. Any amendments to extend the term of this Agreement are contingent on availability of funds and the CONTRACTOR having provided satisfactory services under this Agreement.
- 4.3** To the extent that the CONTRACTOR may have begun performance of the services before the date of attestation, at the CITY's request and due

to immediate needs, the CITY hereby ratifies and accepts those services performed in accordance with the terms and conditions of this Agreement, and authorizes payment as provided by the terms of this Agreement. Notwithstanding this Section, the term of this Agreement shall remain as stated above.

5.0 COMPENSATION AND INVOICES

5.1. Compensation

5.1.1. Service Calls

The CITY shall pay CONTRACTOR for satisfactory services provided under this Agreement during NORMAL WORKING HOURS, OVERTIME HOURS and HOLIDAY HOURS.

During NORMAL WORKING HOURS, as defined in Section 3.0 above, the CITY shall compensate the CONTRACTOR the sum of One Hundred Sixty Dollars (\$160.00) per trip charge for each service call. In addition, the CITY shall pay One Hundred Fifty Dollars (\$150.00) for the first half-hour (1/2) of service. For every hour thereafter, the CITY shall pay One Hundred Fifty Dollars (\$150.00) per hour, billed in one-quarter (1/4) hour increments.

During OVERTIME HOURS, as defined in Section 3.0 above, the CITY shall compensate the CONTRACTOR for service calls as follows: The CITY shall pay a "portal-to-portal" trip charge at a rate of One Dollar (\$1.00) per mile. The trip charge shall begin at the CONTRACTOR's on-call employee's place of residence and terminate at the service location. The CITY shall compensate the CONTRACTOR at a rate of Two Hundred Twenty-Five Dollars (\$225.00) per hour to perform the service call. All billable hours less than one (1) full hour shall be billed in one-quarter hour (1/4) increments. After the service call is complete, the CITY shall compensate the CONTRACTOR at a rate of One Dollar (\$1.00) per mile to travel from the service location back to the CONTRACTOR's on-call employee's residence.

During HOLIDAY HOURS, as defined in Section 3.0 above, the CITY shall compensate the CONTRACTOR at the rate of Three Hundred Dollars (\$300.00) per hour on site for each service call. All billable hours less than one (1) full hour shall be billed in one-quarter hour (1/4) increments. The CITY shall also compensate the CONTRACTOR for the "portal-to-portal" trip charge in the same manner as OVERTIME HOURS, at the rate of One Dollar (\$1.00) per mile.

5.1.2. Planned Preventive Maintenance Program

The CITY shall compensate the CONTRACTOR the sum of One Thousand Sixty-Six Dollars (\$1,066.00) each time the quarterly PPMP is performed and Five Hundred Twenty-Five Dollars (\$525.00) for an annual descale and sanitization of the ice machine. These rates do not include parts, freight charges, or state/federal taxes where applicable. Should the number or type of appliances change, the price of the PPMP may be adjusted upon the mutual agreement of both parties in writing. Repairs found during the preventive maintenance that cannot be resolved during the same visit will be quoted separately.

5.1.3. Parts and Materials

All parts and materials used shall be appliance manufacturer authorized and shall be billed at no more than the manufacturer's suggested list price. All parts shall carry warranties in compliance with the appliance manufacturer of the part supplier/maker. Parts shall be authorized by the LAFD prior to installation. Water filters may be replaced upon request and inspection. Filters can be purchased through the CONTRACTOR or supplied by the LAFD. Chemicals and miscellaneous parts used or needed for the PPMP will be invoiced separately.

5.1.4. Compensation Maximum

CONTRACTOR shall be limited to a maximum total compensation not to exceed Twenty Thousand Dollars (\$20,000) per contract year for all services performed for the term of the Agreement. The execution of this Agreement between the CITY and the CONTRACTOR is not a guarantee of work.

5.2. Invoices

CONTRACTOR shall keep accurate records of time when services are provided. The LAFD shall approve invoices for payment only after all services described are delivered to the satisfaction of the CITY, and upon presentation of a proper invoice from CONTRACTOR.

CONTRACTOR shall submit invoices to:

Carlos Calvillo, Assistant Chief
Metropolitan Fire Communications
Los Angeles Fire Department
500 E Temple Street, Room 242
Los Angeles, CA 90012

CONTRACTOR shall submit one (1) invoice per service call or PPMP performance. All invoices shall contain the following:

- 5.2.1. Name and address of the company or firm;
- 5.2.2. Name and address of the LAFD facility;
- 5.2.3. Date of the invoice and period covered;
- 5.2.4. Reference to the contract number
- 5.2.5. Description of the completed task and amount due for the task;
- 5.2.6. Payment terms, total due, and due date;
- 5.2.7. Certification by a duly authorized officer of the CONTRACTOR;
- 5.2.8. Discounts and terms (if applicable); and
- 5.2.9. Remittance Address (if different from company address).

6.0 NON-EXCLUSIVE AGREEMENT

The CITY and the CONTRACTOR understand and agree that this is a non-exclusive Agreement to provide services to the CITY and the LAFD and that the CITY or the LAFD reserve the right to enter into agreements with other contractors to provide similar services during the term of this Agreement.

7.0 STANDARD PROVISIONS FOR CITY CONTRACTS

By entering into this Agreement with the CITY, the CONTRACTOR, shall comply with the Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached hereto and incorporated by reference herein as Exhibit C.

8.0 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code (LAAC) Section 10.50, *et seq.*, "Disclosure of Border Wall Contracting Ordinance." CITY may terminate this Agreement at any time if CITY determines that CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts as defined in LAAC Section 10.50.1.

9.0 ENTIRE AGREEMENT

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

10.0 ORDER OF PRECEDENCE

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the CITY and the CONTRACTOR. In the event of any inconsistency between the body of this Agreement and the Exhibits, the order of precedence shall be as follows:

- 1) This Agreement between the City of Los Angeles and Commercial Parts and Service, LLC dba Industrial Electric Service
- 2) Exhibit C – Standard Provisions for City Contracts (Rev. 9/22)[v.1]
- 3) Exhibit A – Appliances and Equipment List
- 4) Exhibit B – Planned Preventive Maintenance Program

11.0 COUNTERPARTS/NUMBER OF PAGES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the City) and sent by e-mail shall be deemed original signatures. This Agreement includes nine (9) pages and three (3) Exhibits.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

**COMMERCIAL PARTS AND SERVICE,
LLC DBA INDUSTRIAL ELECTRIC
SERVICE**

By: _____
Kristin M. Crowley
Fire Chief
Los Angeles Fire Department

By*: _____
Steve Snower
Chief Executive Officer

DATE: _____

DATE: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Samuel W. Petty
Deputy City Attorney

DATE: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

DATE: _____

City Agreement Number: _____

EXHIBIT A

APPLIANCES AND EQUIPMENT LIST

EXHIBIT A

Appliance and Equipment List (Fire Station 4)

	Appliance Type	Make	Model
1.	Grill	Wolf	ACB36
2.	Stove	Imperial	IR-6-G36
3.	Oven	Blodgett	Zephaire 200 G-ES double-deck
4.	Fryer	Imperial	IFA-40
5.	Ice Maker	Hoshizaki	KM 515 MAH
6.	Warmer (not part of PPMP)	Hatco	MOD-40
7.	Sanitizer	Jackson	Conserver XL-E
8.	Food Waste Scrapping and Collection System	Salvajor	P914
9.	Refrigerator	True	TR2RPT-2S-2S
10.	Refrigerator	True	TR1R-1S
11.	Refrigerator	True	STR2R-2S-HC
12.	Refrigerator	True	TR1R-1S
13.	Refrigerator	True	STR 1R-1S
14.	Refrigerator	True	TR1R-1S
15.	Refrigerator	True	T-49-HC
16.	Freezer	True	TR2F-2S
17.	Chiller	True	TUC67

EXHIBIT B

PLANNED PREVENTIVE MAINTENANCE PROGRAM

Exhibit B - Planned Preventive Maintenance Program

Parties:

- Los Angeles Fire Department (LAFD)
- Commercial Parts & Service, LLC dba Industrial Electric Service (IES)

Purpose: The Planned Preventive Maintenance Program (PPMP) is designed to maximize the efficient utilization of commercial food and refrigeration equipment. Regular inspections by factory trained personnel will enhance performance, prevent breakdowns, reduce energy consumption, extend equipment life, and ensure the safe and satisfactory operation of appliances and equipment.

Scope: All equipment, with the exception of the Hobart mixer and the Hatco warmer, are to be serviced as agreed. Additional equipment may be added at any time, subject to a mutually agreeable rate adjustment at the time the equipment is added.

Program Description: Routine inspections include, but are not limited to, the following:

- Electrical Operation
- Calibration of Controlled Equipment
- Check for wear and proper operation of mechanical parts (doors, valves, etc.)
- Boiler clean out, without chemicals
- Clean refrigeration condensers, filters and drain lines (when applicable)
- Safety Device Check
- Adjustments for proper combustion

Exclusions: Labor to install boilers, compressors, frytanks, conversion or moving of equipment and work on equipment not listed in this Agreement.

Service Times: PPMP service will be scheduled between the hours of Monday through Friday, 7:00 a.m. to 5:00 p.m., excluding Holidays. The LAFD will be placed on a priority call basis.

Authority and Responsibility: IES will provide the services described and repair or replace defective parts, as necessary. All parts installed shall be by the Original Equipment Manufacturer and carry warranties in compliance with the appliance manufacturer of the part supplier/maker. Parts shall be authorized by the LAFD prior to installation. IES will charge for all part(s) used.

Invoicing: The LAFD will be invoiced prior to the performance of PPMP.

Labor Rate: \$1,066.00 per **Quarterly** visit, plus \$525.00 per **Annual** descale and sanitization of the ice machine. The frequency of the PPMP may be adjusted at the sole discretion of the LAFD. This rate does not include parts, freight charges, local state, or federal taxes where applicable. The initial PPMP start-up fee is waived for new equipment under warranty.

EXHIBIT C

**STANDARD PROVISIONS FOR CITY CONTRACTS
(Rev. 9/22)[v.1]**

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 - 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 - 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Commercial Parts and Service LLC dba Industrial Electric Service

Date: 05/16/2023

Agreement/Reference: Appliance Maintenance and Repair Services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

	WC	<u>Statutory</u>
	EL	<u>\$1,000,000</u>

Waiver of Subrogation in favor of City
 Longshore & Harbor Workers
 Fire Legal Liability _____
 Jones Act

General Liability City of Los Angeles must be named as an additional insured party \$1,000,000

Products/Completed Operations
 Sexual Misconduct _____
 Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

Professional Liability (Errors and Omissions) _____

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____

Pollution Liability _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

Crime Insurance _____

Other:

1)If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>
