



**Beverly Hills City Council Liaison / Audit and Finance Committee  
will conduct a Special Meeting, at the following time and place, and will address the  
agenda listed below:**

**CITY OF BEVERLY HILLS  
455 N. Rexford Drive  
Beverly Hills, CA 90210**

**TELEPHONIC / VIDEO CONFERENCE MEETING**

**Beverly Hills Liaison Committee Meeting  
<https://beverlyhills-org.zoom.us/my/bhliaison>**

**Meeting ID: 312 522 4461**

**Passcode: 90210**

**You can also dial in by phone:**

**+1 669 900 9128 US**

**+1 888 788 0099 (Toll-Free)**

**One tap mobile**

**tel:+16699009128,,3125224461#,,,,\*90210# US  
tel:+18887880099,,3125224461#,,,,\*90210# Toll-Free**

**Thursday, January 13, 2022  
4:00 PM**

***Pursuant to Government Code Section 54953(e)(3), members of the Beverly Hills City Council Liaison / Audit and Finance Committee and staff may participate in this meeting via a teleconference. In the interest of maintaining appropriate social distancing, members of the public can view this meeting through live webcast at [www.beverlyhills.org/live](http://www.beverlyhills.org/live) and on BH Channel 10 or Channel 35 on Spectrum Cable, and can participate in the teleconference/video conference by using the link above. Written comments may be emailed to [mayorandcitycouncil@beverlyhills.org](mailto:mayorandcitycouncil@beverlyhills.org).***

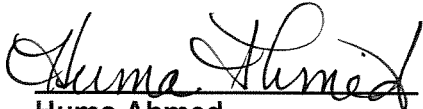
**AGENDA**

- 1) Public Comment
  - a. Members of the public will be given the opportunity to directly address the Committee on any item listed on the agenda.
- 2) Resolution of the Beverly Hills City Council Liaison / Audit and Finance Committee continuing to authorize public meetings to be held via teleconferencing pursuant to Government Code Section 54953(e) and making findings and determination regarding the same.

Recent legislation was adopted allowing the Audit and Finance Committee to continue virtual meetings during the COVID-19 declared emergency subject to certain conditions and the proposed resolution implements the necessary requirements.



- 3) Review Draft Request for Proposal for Internal Audit Services

- 4) Future Agenda Items Discussion
- 5) Adjournment

  
Huma Ahmed  
City Clerk

Posted: January 6, 2022

***A DETAILED LIAISON AGENDA PACKET IS AVAILABLE FOR REVIEW AT  
[WWW.BEVERLYHILLS.ORG](http://WWW.BEVERLYHILLS.ORG)***

Pursuant to the Americans with Disabilities Act, the City of Beverly Hills will make reasonable efforts to accommodate persons with disabilities. If you require special assistance, please call (310) 285-1014 (voice) or (310) 285-6881 (TTY). Providing at least forty-eight (48) hours advance notice will help to ensure availability of services.



## STAFF REPORT

**Meeting Date:** January 13, 2022

**To:** City Council Liaison / Audit and Finance Committee

**From:** Gabriella Yap, Committee Secretary

**Subject:** A RESOLUTION OF THE CITY COUNCIL LIAISON / AUDIT AND FINANCE COMMITTEE OF THE CITY OF BEVERLY HILLS CONTINUING TO AUTHORIZE PUBLIC MEETINGS TO BE HELD VIA TELECONFERENCING PURSUANT TO GOVERNMENT CODE SECTION 54953(e) AND MAKING FINDINGS AND DETERMINATIONS REGARDING THE SAME

**Attachments:** 1. Proposed resolution

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### **RECOMMENDATION**

Staff and the City Attorney's office recommend that the City Council Liaison / Audit and Finance Committee adopt a resolution making the following findings so that meetings of the City Council Liaison / Audit and Finance Committee will be subject to the special Brown Act requirements for teleconference meetings: (1) the City Council Liaison / Audit and Finance Committee has reconsidered the circumstances of the COVID-19 state of emergency; (2) the state of emergency continues to directly impact the ability of the members to meet safely in person; and (3) state or local officials continue to impose or recommend measures to promote social distancing. Though the City Council Liaison / Audit and Finance Committee adopted such a resolution in the past, these findings must be continuously made to continue to hold meetings under these special teleconferencing requirements.

### **FISCAL IMPACT**

The proposed resolution allowing the City Council Liaison / Audit and Finance Committee greater flexibility to conduct teleconference meetings is unlikely to cause a greater fiscal impact to the City as the City Council Liaison / Audit and Finance Committee has been conducting such teleconference meetings for over a year.

## **INTRODUCTION**

AB 361 allows the City Council Liaison / Audit and Finance Committee to continue virtual meetings during the COVID-19 declared emergency subject to certain conditions. These special requirements give the City greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

## **BACKGROUND**

On September 16, 2021, the Governor signed AB 361, amending the Brown Act to establish special requirements for teleconference meetings if a legislative body of a local public agency holds a meeting during a proclaimed state of emergency and either state or local officials have imposed or recommended measures to promote social distancing, or the body determines, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

AB 361 authorizes local agencies to continue meeting remotely without following the Brown Act's standard teleconferencing provisions if the meeting is held during a state of emergency proclaimed by the Governor and either of the following applies: (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the agency has already determined or is determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

## **DISCUSSION**

To continue to hold meetings under these special teleconferencing requirements, the City Council Liaison / Audit and Finance Committee needs to make two findings pursuant to Government Code Section 54953(e)(3). First, there must be a declared state of emergency and the City Council Liaison / Audit and Finance Committee must find that it has reconsidered the circumstances of such emergency. Second, the City Council Liaison / Audit and Finance Committee must find that such emergency continues to directly impact the ability of the City Council Liaison / Audit and Finance Committee's members to meet in person. Alternatively, for the second finding, the City Council Liaison / Audit and Finance Committee must find that state or local officials continue to impose or recommend social distancing measures. These findings must be continuously made to continue to hold meetings under these special teleconferencing requirements.

The declared emergency is still in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. The Centers for Disease Control and Prevention continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than 6 feet apart from others for longer periods of time. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness or death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing and the City Council

Meeting Date: January 13, 2022

continues to recommend steps to reduce crowding indoors and to support physical distancing at City meetings to protect the health and safety of meeting attendees.

Please note that AB 361 applies to all legislative bodies. Therefore, Commissions and standing committees will need to also comply with the requirements of AB 361.

Gabriella Yap  
Secretary of the  
City Council Liaison / Audit and Finance  
Committee  

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Approved By

RESOLUTION NO. CCL-AFC-02

RESOLUTION OF THE CITY COUNCIL LIAISON / AUDIT AND FINANCE COMMITTEE OF THE CITY OF BEVERLY HILLS CONTINUING TO AUTHORIZE PUBLIC MEETINGS TO BE HELD VIA TELECONFERENCING PURSUANT TO GOVERNMENT CODE SECTION 54953(e) AND MAKING FINDINGS AND DETERMINATIONS REGARDING THE SAME

WHEREAS, the City Council Liaison / Audit and Finance Committee is committed to public access and participation in its meetings while balancing the need to conduct public meetings in a manner that reduces the likelihood of exposure to COVID-19 and to support physical distancing during the COVID-19 pandemic; and

WHEREAS, all meetings of the City Council Liaison / Audit and Finance Committee are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code Sections 54950 – 54963), so that any member of the public may attend, participate, and watch the City Council Liaison / Audit and Finance Committee conduct its business; and

WHEREAS, pursuant to Assembly Bill 361, signed by Governor Newsom and effective on September 16, 2021, legislative bodies of local agencies may hold public meetings via teleconferencing pursuant to Government Code Section 54953(e), without complying with the requirements of Government Code Section 54953(b)(3), if the legislative body complies with certain enumerated requirements in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the

emergency, meeting in person would present imminent risks to the health or safety of attendees.

3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic (the “Emergency”); and

WHEREAS, the Centers for Disease Control and Prevention continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than 6 feet apart from others for longer periods of time; and

WHEREAS, the Los Angeles County “Responding together at Work and in the Community Order (8.23.21)” provides that all individuals and businesses are strongly encouraged to follow the Los Angeles County Public Health Department Best Practices. The Los Angeles County Public Health Department “Best Practices to Prevent COVID-19 Guidance for Businesses and Employers”, updated on September 13, 2021, recommend that employers take steps to reduce crowding indoors and to support physical distancing between employees and customers; and

WHEREAS, the unique characteristics of public governmental buildings is another reason for continuing teleconferenced meetings, including the increased mixing associated with bringing people together from across several communities, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public

meetings and the challenge of achieving compliance with safety requirements and recommendations in such settings; and

WHEREAS, the Beverly Hills City Council has adopted a resolution that continues to recommend steps to reduce crowding indoors and to support physical distancing at City meetings to protect the health and safety of meeting attendees; and

WHEREAS, due to the ongoing COVID-19 pandemic and the need to promote social distancing to reduce the likelihood of exposure to COVID-19, the City Council Liaison / Audit and Finance Committee intends to continue holding public meetings via teleconferencing pursuant to Government Code Section 54953(e).

NOW, THEREFORE, the City Council Liaison / Audit and Finance Committee of the City of Beverly Hills resolves as follows:

Section 1. The Recitals provided above are true and correct and are hereby incorporated by reference.

Section 2. The City Council Liaison / Audit and Finance Committee hereby determines that, as a result of the Emergency, meeting in person presents imminent risks to the health or safety of attendees.

Section 3. The City Council Liaison / Audit and Finance Committee shall continue to conduct its meetings pursuant to Government Code Section 54953(e).

Section 4. Staff is hereby authorized and directed to continue to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act.



Section 5. The City Council Liaison / Audit and Finance Committee has reconsidered the circumstances of the state of emergency and finds that: (i) the state of emergency continues to directly impact the ability of the members to meet safely in person, and (ii) state or local officials continue to impose or recommend measures to promote social distancing.

Section 6. The Secretary of the City Council Liaison / Audit and Finance Committee shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be entered in the Book of Resolution of the City Council Liaison / Audit and Finance Committee of this City.

Adopted: January 13, 2022

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ROBERT WUNDERLICH  
Presiding Councilmember of the City  
Council Liaison / Audit and Finance  
Committee of the City of Beverly  
Hills, California



**CITY OF BEVERLY HILLS**  
**POLICY AND MANAGEMENT**

**MEMORANDUM**

**TO:** Beverly Hills City Council Liaison / Audit and Finance Committee

**FROM:** Cynthia Owens, Policy and Management Analyst

**DATE:** January 13, 2022

**SUBJECT:** Review Draft Request for Proposal for Internal Audit Services

**ATTACHMENT:** 1. Draft Request for Proposal for Internal Audit Services

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**INTRODUCTION**

This item requests the Beverly Hills City Council Liaison / Audit and Finance Committee (“Committee”) review the draft request for proposal (“RFP”) for Internal Audit Services (Attachment 1) and provide feedback on the RFP.

**DISCUSSION**

The City Council both historically and presently, places a high value on implementing best management practices in order for the City to provide a high value of service to its residents in a cost-efficient manner.

In August 2017, the City Council conducted the first reading of Ordinance 17-O-2736 to establish the Office of the City Auditor with the second reading occurring on September 5, 2017. The City hired its first City Auditor in October 2018.

With the departure of the City Auditor in March 2021, the City Council decided to evaluate the delivery of services provided by the Office of the City Auditor and look for the most advantageous structure for providing effective and meaningful audits in the future.

On June 24, 2021, the City Council agreed to outsource the Office of the City Auditor to an external firm who will report to the Finance and Audit Committee prior to reporting to City Council. As such, staff has drafted a RFP for internal audit services and is seeking input from the Committee prior to releasing the RFP.

Prior to this meeting, staff contacted each Liaison separately for comments on the RFP. Staff received the following comments for consideration by the Committee:

- Include in the document a requirement for the responding firm to include information where they performed an audit for a client and the audit failed to identify something where the client then had a finding against them by some other review board. This is shown on page 11 on the RFP.
- In the conflict of interest section (page 13 of the RFP) add in the responding firms have a responsibility to disclose any potential conflict of interest for any item that may come before the City Council in the future, such as development agreements.

**FISCAL IMPACT**

The fiscal impact of this item will be dependent on the proposal ultimately selected by the City Council.

# **Attachment 1**



**City of Beverly Hills**

**Request for Proposal  
RFP-22-010-01**

**Notice Inviting Submission of  
Proposals for**

**Internal Auditor Services**

**Due Date: \_\_\_\_\_, 2022**

# Table of Contents

- I. OVERVIEW AND BACKGROUND.....3
- II. OBJECTIVES AND SCOPE OF WORK.....3
  - Required Internal Auditor Tasks.....4
    - Task 1 Preparation of Annual Audit Work Plan.....4
    - Task 2 Citywide Risk Assessment.....4
    - Task 3 Execute Annual Audit Plan.....5
    - Task 4 Preparation of Quarterly Reports and Annual Status Report.....5
    - Task 5 Evaluation and Benchmarking.....5
    - Task 6 Monitor and Respond to Items Submitted through the City’s Trust and Innovation Portal.....5
- III. INTERNAL AUDITOR SERVICES – DESIGNATION OF CITY AUDITOR, MINIMUM EXPERIENCE REQUIREMENTS AND AUDITING STANDARDS.....6
  - Designation of City Auditor.....6
  - Minimum Qualification and Experience Requirements.....6
  - Auditing Standards.....7
  - The Ideal Firm.....7
- IV. STAFFING PLAN FOR INTERNAL AUDITOR SERVICES.....7
- V. MAINTENANCE OF INDEPENDENT CONTRACTOR STATUS.....7
- VI. ASSUMPTIONS AND REFERENCE INFORMATION.....7
- VII. SCHEDULE.....7
- VIII. QUESTIONS.....8
- IX. ORGANIZATION OF PROPOSAL.....8
  - Proposal Content.....8
  - Proposal Format.....11
- X. SUBMITTAL INFORMATION.....12
- XI. EVALUATION CRITERIA AND SELECTION PROCESS.....13
- XII. Cost Proposal and Best Value Determination.....16
- XIII. CONTRACT AND INSURANCE.....16
- XIV. GENERAL INFORMATION AND INSTRUCTIONS.....17
- XV. DISQUALIFICATION.....19
- XVI. SUSPENSION AND DEBARMENT STATUS.....19
- CHECKLIST.....21
- APPENDIX A: EXPERIENCE FORM AND QUALIFICATIONS QUESTIONNAIRE.....22
- APPENDIX B: COST PROPOSAL FORMAT – RFP.....25
- APPENDIX C: SAMPLE AGREEMENT.....28

**City of Beverly Hills  
Beverly Hills, CA**

**REQUEST FOR PROPOSALS  
For  
Internal Auditor Services**

**RFP-22-010-01**

**Due Date: \_\_\_\_\_, 2022**

**I. OVERVIEW AND BACKGROUND**

In accordance with the City of Beverly Hills Municipal Code ("BHMC") Title 2, Chapter 3, Article 13, the City Council shall appoint the City Auditor who shall serve at the pleasure of the City Council. The City Auditor shall have such staff and budget as the City Council may prescribe. The City Auditor shall serve under the direct supervision and control of, and shall report to, the City Council.

The mission of the Office of the City Auditor is to advance accountable, efficient, and effective government through independent and objective audits that ensure the community receives the highest quality services and ensure public funds are expended in a transparent, and appropriate manner.

The audits conducted by the Office of the City Auditor are intended to ensure City management is using its financial, physical, and informational resources effectively, efficiently, economically, ethically, and equitably, and in compliance with laws, regulations, contract and grant requirements, and city policies and procedures. This work is separate from the financial audits performed by licensed certified public accountants selected through a Request for Proposal (RFP) process to ensure the City's accounting conforms with generally accepted accounting principles (GAAP) prepare the City's annual comprehensive financial report.

The City Council voted at its June 24, 2021 Study Session meeting to transition the City's performance auditing function to an independent outside firm that would be under the direct supervisor and control of the City Council. This would be similar to how the City contracts for legal services for the City Attorney's Office.

Beverly Hills is located in the middle of Los Angeles County, surrounded by the cities of Los Angeles, West Hollywood, Santa Monica, and Culver City. Within its 5.7 square mile area, Beverly Hills has approximately 35,000 residents, with a business and commercial base that ranks alongside cities with populations of several hundred thousand.

Internationally recognized for its alluring retail stores, hotels, and exclusive attractions, Beverly Hills attracts visitors from around the world. As a full-service City, police, fire, water treatment, refuse collection, and building inspections, among other municipal services, are provided directly by the City.

**II. OBJECTIVES AND SCOPE OF WORK**

The duties of the City Auditor are outlined in BHMC § 2-3-1303. Specifically, the City Auditor shall have authority to conduct financial and performance audits of all departments, offices, boards, commissions, activities, and programs of the City in order to determine both independently and objectively whether:

1. Programs and activities have been appropriately authorized and are being conducted and funds expended in compliance with applicable laws;
2. The department and/or staff are acquiring, managing, protecting and using resources, including public funds, personnel, property, equipment, and space economically, efficiently, equitably, and effectively and in a manner consistent with the objectives intended by this City's municipal code, state law or applicable federal law or regulation;
3. The City's programs, activities, functions, or policies are effective, including the identification of any causes of inefficiencies or uneconomical practices;
4. The desired result or benefits are being achieved;
5. Financial and other reports are being provided that disclose fairly, accurately, and fully all information required by law, to ascertain the nature and scope of programs and activities, and to establish a proper basis for evaluating the programs and activities including the collection of, accounting for, and depositing of, revenues and other resources;
6. Management has established adequate operating and administrative procedures and practices, systems or accounting internal control systems and internal management controls; and
7. There exist indications of fraud, abuse or illegal acts which require further investigation.

### **Required Internal Auditor Tasks**

The following tasks represent the core services to be provided by the selected firm in accordance with the RFP and contractual requirements. Pricing must be provided in the manner specified in this RFP and in further accordance with APPENDIX B: Cost Proposal.

#### Task 1 Preparation of Annual Audit Work Plan

Prepare an annual audit work plan for review by the City Manager and appropriate City Council committee(s), with a final presentation to the City Council for their review and approval. The audit plan must identify preliminary objectives of each audit to be performed, the schedule for each audit, and the estimated resources and costs for each audit. The City Auditor will consult with the City Attorney as necessary when developing audit plans. The annual audit plan will be largely based on the risk assessment required in Task 2.

Prior annual audit work plans of the Office of the City Auditor may be found on the City's website at: <http://www.beverlyhills.org/cityauditor/annualauditworkplans/web.jsp>

It should be noted the City's Finance Department is responsible for overseeing the selection process for the annual external financial auditor as well as coordinating all activities associated with the citywide annual financial audit. Therefore, this responsibility is not included in the Office of the City Auditor's annual work plan.

#### Task 2 Citywide Risk Assessment

On June 24, 2019, the City Auditor presented the results of the citywide risk assessment as well as a draft annual audit work plan for Fiscal Year 2019/20 to the City Council Liaison / Audit and Finance Committee. The risk assessment is Attachment 2 to the June 24, 2019 report, which is located here:

<http://www.beverlyhills.org/cbhfiles/storage/files/17856263731901599922/FinalAgendaPacket06-24-19.pdf>

As it is important to revise the citywide risk assessment, the selected firm will be expected to complete a citywide risk assessment in year 1 and at a minimum every other year thereafter. The



citywide risk assessment will follow the same review and approval requirements described in Task 1. The risk assessment process will be the primary determinant of audit activity.

Note: responding firms may include annual risk assessments as part of their proposal, based on professional judgment and best auditing practices.

#### Task 3 Execute Annual Audit Plan

Conduct a minimum, assumed number of internal audits in accordance with the approved annual audit plan based on an initial risk assessment. Each internal audit requires the preparation of a written report for review by the City Manager, City Attorney and appropriate City Council committee(s), and review/approval by the City Council as required.

For pricing purposes, responding firms may incorporate their own assumptions for components of an annual audit plan such as “X” performance audits at a cost of \$XX,XXX, “Y” operational audits at a cost of \$YY,YYY, and “Z” follow-up/unscheduled audits at a cost of \$ZZ,ZZZ.

#### Task 4 Preparation of Quarterly Reports and Annual Status Report

Prepare and issue quarterly reports describing the status and progress toward audit completion. These reports will be presented to the City Council Liaison / Audit and Finance Committee for comment and approval. They will then be provided as informational reports to the City Council.

The annual report shall be issued in the first quarter of each fiscal year and shall include the status of recommendations for completed audits. These reports will be presented to the City Council Liaison / Audit and Finance Committee for comment and approval. They will then be provided as informational reports to the City Council.

#### Task 5 Evaluation and Benchmarking

The selected City Auditor may undergo a peer evaluation following the guidelines of the Association of Local Government Auditors every two years (i.e., at the end of the initial two-year contract terms, then every other year thereafter throughout the contract term), or as required by the City Council, so that performance of the internal audit function can be objectively assessed.

The City Council will perform periodic Closed Session performance evaluations with the designated City Auditor. It is anticipated the new City Auditor appointed through this process will have a six-month evaluation and then annually thereafter throughout the initial contract term and any extensions granted by the City Council.

The selected City Auditor shall prepare an annual work plan with a cost per audit analysis following the first completed contract year, to be submitted at the beginning of the second contract year and every other year thereafter throughout the contract term, that includes benchmark agencies determined by the City Council, and obtain independent third-party certification of data accuracy.

Note: Responding firms must include cost per audit information for its past projects identified in *Appendix A Experience Form and Qualifications Questionnaire*.

#### Task 6 Monitor and Respond to Items Submitted through the City’s Trust and Innovation Portal

The Office of the City Auditor’s Trust & Innovation Portal (“TIP”) is an online tool designed to enhance trust by holding City officials and employees accountable as stewards of public monies and resources. TIP encourages residents and employees to:

- Share innovative ideas about improving City services; and
- Report suspected cases of improper activity in City operations.

The selected City Auditor will be tasked with reestablishing TIP and addressing submitted concerns as it enhances trust by safeguarding public monies and resources.

### **III. INTERNAL AUDITOR SERVICES – DESIGNATION OF CITY AUDITOR, MINIMUM EXPERIENCE REQUIREMENTS AND AUDITING STANDARDS**

Per BHMC § 2-3-1303, the City Auditor shall be a certified public accountant (“CPA”), a certified internal auditor (“CIA”), certified government auditing professional (“CGAP”) or have such other or additional qualifications as the City Council may establish.

#### **Designation of City Auditor**

Proposing firms must designate an employee to fulfil the role of City Auditor, whose designation requires City Council approval and appointment, and whose appointment is subject to at-will modification by the Council. This person shall have the certifications mentioned above.

The successful proposing firm must be willing to contractually accept this requirement and stipulate to the reserved rights of the City and City Council to appoint a new City Auditor in the event the City Auditor vacates the appointment for whatever reason. These reserved rights, and corollary firm requirements, include but may not be limited to:

- Stipulation that the contracted firm designate a temporary replacement not to exceed three months if the City Auditor vacates the appointment without enough time for Council to appoint a replacement.
- Stipulation that a new appointment be conducted in the manner specified by the City Council, subject to applicable laws.
- Continued appointment based on and subject to acceptable performance.
- Contractual allowance of the contracted firm to propose alternative City Auditor(s) for Council consideration during the term of the agreement.

#### **Minimum Qualification and Experience Requirements**

Proposing firms, and the proposed City Auditor, must have at least five years of experience performing internal audit services to local, state, federal or quasi-public entities, with a focus on performance auditing.

Firms (and the proposed City Auditor) that do not have the required five years of public sector experience may include relevant private sector experience so long as the City’s Municipal Code requirements for auditing standards are demonstrably met.

Any respondent that does not meet the minimum qualification criteria may be disqualified. Proposals should provide a description of the firm’s qualifications, proposed solutions, and capabilities to satisfy the requirements of this RFP. The City reserves the right to verify the information provided, including requesting additional documentation regarding how the company meets the minimum eligibility criteria.

Finally, responding firms must already possess or be able to obtain a City of Beverly Hills Business License and be licensed to do business in the State of California by the Secretary of State. Respondent can see additional details on insurance requirements in *Section XIII Contracts and Insurance* of this document.

### **Auditing Standards**

In order to be considered for evaluation, the firm must submit the name(s) of City Auditor candidates who are either a Certified Public Accountant (CPA) or Certified Internal Auditor (CIA) in good standing. This person must maintain such certification during any resultant contract term.

Staff members proposed for internal auditor services in conjunction with this RFP or assigned to internal auditor services under any resultant contract must be able to conduct or assist in conducting internal audits in accordance with Government Auditing Standards, as established by the Comptroller General of the United States, Governmental Accountability Office (“GAO”). Proposers whose staff members hold professional certifications such as CPA, CIA, CGAP or Certified Information Systems Auditor (CISA) will be favorably considered. All other proposed staff members who are not performing audit services are not required to meet this standard.

### **The Ideal Firm**

Ideal respondents to this Request for Proposal will be small firms who are able to dedicate themselves to the City of Beverly Hills such that they become a trusted member of the City’s team and are able to become familiar with what makes Beverly Hills a unique city to live and work in.

### **IV. STAFFING PLAN FOR INTERNAL AUDITOR SERVICES**

Responding firms must provide relevant information on key project team members in accordance with *Section IX Organization of Proposal Item 8 Staff* of this RFP.

### **V. MAINTENANCE OF INDEPENDENT CONTRACTOR STATUS**

Responding firms must include in their submittals recommendation(s) as to how the firm will ensure staff assigned to internal auditor services will maintain independent contractor status.

### **VI. ASSUMPTIONS AND REFERENCE INFORMATION**

The following information and assumptions should be considered in developing responses to the RFP:

- The [Office of the City Auditor](#) web page provides the most up-to-date information on annual audit plans which includes a risk assessment, office activity reports, performance audit reports, audit recommendation follow-up reports and quarterly TIP reports.
- Title 2, Chapter 3, Article 13 of the City of Beverly Hills’ [Municipal Code](#) contains the City’s legal requirements for the Office of the City Auditor.
- The City’s [FY 2021/2022 Adopted Operating Budget](#) incorporates the Office of the City Auditor’s budget which was approved by the City Council.
- Prospective proposers should base their RFP responses on an assumed number and mix of internal audits that can be completed in a fiscal year based on an initial risk assessment.
- Information on the Council’s decision to outsource the internal audit function may be accessed here [City Council Staff Report, June 24, 2021](#).

### **VII. SCHEDULE**

The anticipated schedule for submission of this Request for Proposals (“RFP”) is as follows:

Solicitation issued: \_\_\_\_\_, 2022

Deadlines for receipt of questions	_____	, 2022
City response to questions	_____	, 2022
Proposal due date	_____	, 2022
Anticipated award date	_____	, 2022
Anticipated start date	_____	, 2022

### VIII. QUESTIONS

Questions regarding this RFP are to be submitted by email only to Cynthia Owens at [cowens@beverlyhills.org](mailto:cowens@beverlyhills.org) and copied to Gabriella Yap at [gyap@beverlyhills.org](mailto:gyap@beverlyhills.org), **no later than 5:30 PM PT on \_\_\_\_\_, 2022.** The subject title of such emails should read “RFP-22-010-01 Potential Respondent - (Insert Name of Responding Firm).” Any inquiry should state the question only, without additional information. Questions emailed by potential firms and any additional information that the City provides in response to such questions will be posted on PlanetBids by **5:30 PM PT on \_\_\_\_\_, 2022.**

**Oral responses by any City employee or agent of the City are not binding and shall not in any way be considered as a commitment of the City.**

### IX. ORGANIZATION OF PROPOSAL

These instructions outline the governing format and content of the proposal and the approach to be used for the development and presentation of a response to the RFP. The intent of the RFP is to encourage responses that clearly communicate the responding firm’s understanding of the City’s requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

Proposals should be concise with enough information to allow for an appropriate evaluation of the firm’s qualifications and convey the firm’s understanding of the requested services to be provided to the City.

#### **Proposal Content**

Each proposal shall contain the following major sections in order:

1. **Letter.** The transmittal letter should include the name, title, address, phone number, and original signature(s) of the individual(s) with authority to negotiate on behalf of and to contractually bind the firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany the proposal. The letter shall clearly identify the firm’s legal name and address; the legal form of the firm (e.g. partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all the information required under this section for each member, and attach a copy of the joint venture agreement. If the firm is a wholly-owned subsidiary of a “parent company,” please identify the “parent company”.
2. **Table of Contents.** List major sections in the proposal and the associated page numbers.
3. **Introduction.** Demonstrate the firm’s experience in completing performance audits. This section should also include a list of individuals and their contact information for the response to this RFP and their preferred method of communication (e.g., phone or email).

4. **Proposal Summary.** The firm should discuss the highlights, key features, and distinguishing points of its response to this RFP. This should be limited to three pages.
5. **Profile of the Proposing Firm.** This section should include the names of the principals, number of employees, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that evaluators of the response can reasonably conduct an objective assessment of the capacity, resources, and financial stability of the firm.

Additionally, to the extent feasible without violating any written agreement of confidentiality, this section shall provide a listing of any lawsuit or litigation initiated within the last five years that contains allegations against any members of the firm who will be performing substantive work under this engagement relating to the performance or quality of work, or discrimination, harassment or retaliation, and the result of that action (as reflected in the public court documents) resulting from (a) any public project undertaken by the firm or its employees or (b) any type of project where such claims or settlements were paid by the firm or its insurers.

Responding firms who have not been involved in such lawsuits, litigation or claims/settlements shall include a clarifying statement to that effect in this section.

Proposers must provide the above litigation information. Failure to provide the required listing or clarifying statement may result in proposal disqualification.

6. **Qualifications and References.** In order to be considered for evaluation, proposing firms must demonstrate at least the minimum experience, certification and auditing standard requirements that are described in *Section III INTERNAL AUDITOR SERVICES – DESIGNATION OF CITY AUDITOR, MINIMUM EXPERIENCE REQUIREMENTS AND AUDITING STANDARDS* of this RFP and include copies of the certifications mentioned in this Section of the RFP.

Additionally, the proposal shall include *APPENDIX A EXPERIENCE FORM AND QUALIFICATIONS*.

The proposal must describe the nature and outcome of projects previously conducted by the firm which are related to the work described within the RFP. Descriptions should include client contact names, addresses, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. Responding firms are also required to complete *APPENDIX A: EXPERIENCE FORM AND QUALIFICATIONS QUESTIONNAIRE* to provide specific information requested by the City.

References (at least three including contact names, addresses, email addresses, and phone numbers) from cities that have used your services for similar projects within the past two (2) years, who are willing to discuss the work of your firm and/or performance. Alternatively, the responding firm may provide references for private entities where performance audits were conducted on either (1) an ongoing basis to improve processes or (2) were part of a one-time performance audit or something similar in scale to what might be done for a local government agency.

Descriptions of pertinent project experience with other municipalities and private sector entities, including a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, and the period over which the work was completed



shall be included with each reference. The responding firm shall also include a brief statement of the firm's adherence to the schedule and budget for the project, and cost per audit information for each project listed.

References shall include client names and contact names, phone numbers, email addresses, and mailing addresses.

Responding firms are encouraged, but not required, to include recent peer review letters as part of this section.

If a sub-contractor is proposed, two to three similar qualifications and references should be provided for the sub-contractor. Up to three samples of the firm's work on closely related projects can also be included with the proposal, if available.

7. **Work Plan or Proposal.** This section should present a well-conceived service plan and should include a full description of major tasks and subtasks. This section of the proposal shall establish the firm's understanding of the City's objectives and service requirements as well as the firm's ability to satisfy those objectives and requirements. The firm should succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services.
8. **Staff.** Describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A resume of the potential persons from the responding firm who the City could interview and select from as the City Auditor must be included as well as copies of their certifications that are outlined in *Section III INTERNAL AUDITOR SERVICES – DESIGNATION OF CITY AUDITOR, MINIMUM EXPERIENCE REQUIREMENTS AND AUDITING STANDARDS* of this RFP.

The resume(s) must be submitted as separate page(s) within this section of the RFP response.

This section should also contain an organizational chart showing the City Auditor and all project staff, if applicable.

A matrix must be presented indicating the effort, either in percentage of the total project or budgeted hours, which will be contributed by each professional, during each phase or task making up the project.

9. **Project Management.** Describe the plans for accomplishing the required work and the responding firm's approach to representing the City, including: the management approach to the work, responsibilities for coordination of work with the City, and lines of communication needed to maintain required contact. Provide a detailed outline of the company's current client list and ability to provide timely services.
10. **Proposal Exceptions.** Any requested changes or exceptions the responding firm has to the City's RFP condition, requirements, or sample contract shall be included in the final proposal. If there are no exceptions noted, it is assumed the responding firm will accept all conditions and requirements listed in *APPENDIX C SAMPLE AGREEMENT*. Items not noted in this section will NOT be open to later negotiation.

11. **Cost Proposal.** The proposal shall include *APPENDIX B COST PROPOSAL*. The responding firm may also include a sample budget which provides more detail than APPENDIX B COST PROPOSAL.

The Cost Proposal shall include a description of the total costs and/or billing rates for services, staff time, equipment, materials, travel, administrative/clerical, overhead and other out-of-pocket expenses, if applicable to this contract. If the responding firm uses hourly billing rates (instead of a flat retainer fee), please provide a detailed fee summary with a total annual not to exceed cost. All figures entered on the cost sheets must be clearly legible and justified.

Provision of this information assists the evaluation team in determining the firm's understanding the project and provides staff with tools to negotiate an agreement that represents the best overall value to the City.

The City does not pay for services prior to them being performed; therefore, responding firms shall not propose agreement terms which call for upfront payments or deposits.

12. **Evidence of Financial Stability.** Responding firms are required to establish to the City's satisfaction that they are financially stable and can complete the obligations of a contract resulting from this solicitation. To meet this requirement, responding firms shall submit one of the following items that must be prepared by an independent third party:
- a. The most recent audited financial statement,
  - b. Reviewed financial statements for the last two years,
  - c. A letter from a credible financial institution that provides assurances of the responding firm's financial viability and/or the responding firm's risk of default, or
  - d. A letter from a Certified Public Accountant which provides assurances of the responding firm's financial viability and/or the responding firm's risk of default.

The City recognizes the confidential nature of certain financial disclosures and will treat the information as such in accordance with applicable law.

13. **Evidence of Coverage.** Responding firms must provide evidence of insurance coverage as outlined in Section XIII CONTRACT AND INSURANCE of this RFP in order to have their response considered for an initial evaluation.

13.14. Outcome of Audits. Responding firms must include information where they performed an audit for a client and the audit failed to identify something where the client then had a finding against them by some other review board or other negative outcome. If this has never occurred, then the responding firm must attest to this in their response.

14.15. Additional Information. No other documentation will be required; however, the respondent may include up to five (5) additional pages which may include elements such as further descriptions of work experience and sample work projects from other jurisdictions.

### **Proposal Format**

Responding firm's submission shall be in order of the sections listed here. The proposal should succinctly provide all the information outlined in this section.

**Respondents must provide complete proposals, including all documents requested by the City in this RFP. Submissions with incomplete questionnaires and pricing information are subject to rejection by the City.**

## X. **SUBMITTAL INFORMATION**

Proposals must be prepared in English, and include *APPENDIX A EXPERIENCE FORM AND QUALIFICATIONS QUESTIONNAIRE* in a readable font as a PDF file. *APPENDIX B COST PROPOSAL* should be submitted in an excel file. Any submission shall constitute an irrevocable offer for one hundred eighty (180) days following the deadline for its submission.

### A. **Copies**

The responding firms shall submit a final response online through PlanetBids.

### B. **Deadline**

Proposers shall submit one (1) digital copy **no later than** \_\_\_\_\_ **p.m. PT on** \_\_\_\_\_, **2022.**

To be considered, the submitted proposal shall be submitted electronically through the PlanetBids platform at <https://www.beverlyhills.org/BHPlanetBids>. The electronic bid system will close exactly at the date and time set forth in this RFP. Responding firms are responsible for submitting and having their proposals accepted before the closing time set forth in the RFP.

**NOTE:** Pushing the submit button on the electronic bid system may not be instantaneous; it may take time for the responding firm's documents to upload and transmit before the proposal is accepted. **It is the responding firm's sole responsibility to ensure their documents are uploaded, transmitted, and arrive in time electronically.** The City of Beverly Hills will have no responsibility for proposals that do not arrive in a timely manner, no matter what the reason.

Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful firm, all proposals, including those not selected, shall be public records. Any respondent may withdraw their response either in person or by written request, at any time prior to the scheduled closing time for receipt of submittal.

### C. **Contact**

Responding firms shall not contact the City's Mayor, Councilmembers, or staff during this RFP process regarding the RFP other than those listed in *SECTION VIII QUESTIONS*.

Only Contractors currently under contract with the City may have contact with the Mayor, Councilmembers, and staff; however the current Contractor **MUST NOT** discuss this RFP with the City's Mayor, Councilmembers, City Manager, or staff during this RFP process or **they will be disqualified.**

### D. **Rejection of Proposals**

Proposals received after \_\_\_\_\_, **2022 X:XX p.m. PT** shall be considered late. Late submittals will be rejected and will not be considered for review.

The City reserves the right in its sole discretion to reject any or all submissions in whole or in part for any reason without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to



meet a material requirement in the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements in the RFP.

Immaterial deviations may cause a proposal to be rejected. The City may or may not waive an immaterial deviation or defect in a proposal. The City's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a respondent from full compliance with the remaining RFP.

Proposals that contain false or misleading statements may be rejected if in the City's opinion the information was intended to mislead the City regarding a requirement of the RFP. Proposals may be rejected in any case where it is determined that the proposals are not truly competitive, or where the costs presented are not reasonable.

**E. Proof of Authority**

The proposal must also include the following information: name, title, address and telephone number of the individual who has authority to bind the responding firm and who may be contacted during the proposal evaluation period. The proposal shall also be signed by an official authorized to bind the responding firm to an agreement and shall contain a statement to the effect that the proposal is a contractual offer for at least a one hundred eighty (180) day period.

**F. Conflict of Interest**

The responding firm shall have no interest in other projects or independent contracts that conflict in any manner with the interests of the City. The responding firm shall notify the City of any existing contracts or proposed new contracts which may conflict with the City's interests. **Responding firms' proposals that are submitted in response to this RFP must disclose to the City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under an agreement for providing internal audit services to be awarded pursuant to this RFP. If the responding firm has no conflict of interest, a statement to that effect shall be included in the proposal.**

[Additionally, the responding firms have a responsibility to disclose any potential conflict of interest for any item that may come before the City Council in the future, such as firms involved in development agreements.](#)

**XI. EVALUATION CRITERIA AND SELECTION PROCESS**

An Evaluation Committee will be established by the City. The proposal will be evaluated by the Evaluation Committee on the basis of the response to all requirements of this RFP. The City reserves the right to establish criteria and weight factors. Selection of qualified proposers will be based on the following criteria as set forth herein. Criteria are listed in random sequence and are not considered in any rank or order of importance.

Evaluation Criteria	Potential Points
Quality and completeness of proposal	10

<b>Evaluation Criteria</b>	<b>Potential Points</b>
Quality, performance, and effectiveness of the solution, goods, and/or services to be provided by the responding firm. This includes showing projects with other cities or similar private entities with a similar scope and complexity requested in the RFP.	25
Responding firm's experience, including the experience of staff to be assigned to the project	20
Cost to the City	10
Responding firm's financial condition and stability	10
Responding firm's ability to perform the work within the time specified	10
Responding firm's prior record of performance with local, county, or state agencies	15
<b>Total Potential Points</b>	<b>100</b>

#### **A. Evaluation**

If a responding firm submits a complete proposal by the City's deadline, an evaluation of the proposal will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation of proposals will not be limited to price alone as technical merit, expertise, track record and references, completeness of proposal documents, and demonstrated successes will be strongly considered in the selection process. The following criteria will be used in reviewing and comparing the proposals:

1. Completeness of proposal documents. The ability, capacity, flexibility, and skill of the respondent to provide quality performance under the contract, as evidenced by the quality of any demonstration, client references, and any prior contracts with the City.
2. Understanding of the background and requirements of the Scope of Work.
3. The relative allocation of resources, in terms of quality and quantity, to key tasks including the time and skills of personnel assigned to the tasks and the responding firm's approach to managing resources and project output. Education and experience of proposed personnel will also be evaluated as well as expertise, competence, experience, performance, solvency and responsiveness.
4. Responsiveness of the proposal to specifications described in the RFP, including whether the respondent has agreed to the contracting requirements set forth in this RFP.
5. Cost and compensation required.
6. The ability of the responding firm to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations.

#### **B. Pre-contractual Expense**

Pre-contractual expenses incurred by responding firms and the selected firm include the following:

1. Preparing proposals in response to this RFP.
2. Submitting proposals to the City.
3. Travel or accommodation to the City to participate in the interview process.
4. Negotiations with the City on any matter related to proposals.

5. Other expenses incurred by firms prior to the date of award of any agreement.

In any event, the City shall not be liable for any pre-contractual expenses incurred by any responding firm. Responding firms shall not include any such expenses as part of the price proposed in response to this RFP. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

### C. Selection

City staff will evaluate the proposals and will consider the scope of work and various evaluation criteria, as described above. The City reserves the right to interview as many or as few responding firms as it deems appropriate.

Responding firms may be contacted during this process and asked for further information. Previous clients may also be called by the City as part of a background of the firm and the proposed City Auditor.

The top rated proposers will be invited to interview with the City, with the results of those interviews being the final factor for awarding the agreement. This may include meeting with City staff, appropriate City Council committee(s), and/or each City Councilmember. It is anticipated that the final City Auditor candidate or candidates will be interviewed by the City Council in closed session. The City reserves the right to determine the place, date and time for all interviews.

Responding firms who are selected to proceed to an interview shall make every effort to attend. If representatives of the City experience difficulty on the part of any responding firm in scheduling a time for the oral interview, it may result in disqualification from further consideration. There may be multiple interviews that a responding firm will need to participate in. As such, this process could take several weeks or months to complete. These interviews may take place in person or via video conferencing at the sole discretion of the City. The final award of the agreement will occur at a City Council meeting.

The City Council has the sole right and responsibility to appoint a firm of their choosing for internal audit services and appoint the City Auditor from the list of the firm's candidates. The City Council has the sole authority to appoint a City Auditor who serves at the pleasure of the City Council (BHMC § 2-3-13).

The City Council is not bound to award this agreement to the highest scoring firm or the lowest bidding firm given the professional services that will be performed by the firm awarded the agreement.

The City reserves the right to select a firm based solely on written proposals and not to convene oral interviews. It is anticipated that the City Council will consider awarding an agreement at the \_\_\_\_\_, **2022 City Council Meeting**. The Agreement would then become effective as soon as it can be executed thereafter.

The City may award as many or as few agreements it deems appropriate.

Firms not selected to compete in the interviews shall be notified in a timely manner that they were not chosen to move forward in the process.

#### **D. Negotiations**

Negotiations will cover the scope of work, the contract schedule duration, contract terms and conditions, technical specifications, and price. If the negotiating team is unable to reach an acceptable agreement with the selected firm, City staff will recommend to the City Manager and City Council that the negotiations be terminated and an alternative approach be attempted, including the possibility of entering into negotiations with the second ranking firm.

No contract or agreement, express or implied, shall exist or be binding on the City before the execution of a written contract by both parties. If agreement on the terms of such an agreement cannot be reached after a period deemed reasonable by the City in its sole discretion or if, after the City and the selected firm agree to terms and execute an agreement, that agreement is terminated for any reason, the City may enter into negotiations and sign an agreement with any other responding firm who submitted a timely, responsive and responsible proposal to this RFP, or issue a new RFP and begin the proposal process anew.

At the time of negotiations, the selected firm and all personnel assigned to this contract shall submit verification, if required by applicable state or federal laws, that it is a registered lobbyist and meets the applicable industry standards.

The City will evaluate the proposals with the intent of selecting the most qualified firm. Any agreement offered by the City will be awarded in the best interest of the City and in the City's sole discretion.

#### **XII. Cost Proposal and Best Value Determination**

The City Council intends to award a contract to a qualified firm whose proposal and staffing plan for internal auditor services represents the best overall value to the City based on the evaluation criteria and process detailed in the RFP. The cost proposal must be submitted in the format required in *APPENDIX B COST PROPOSAL* (responding firms are encouraged to submit cost proposals on an Excel spreadsheet as long as it conforms to the table format used in the APPENDIX B).

Responding firms are also encouraged to propose pricing for additional or innovative services not envisioned under this RFP that could result in cost savings or efficiencies, so long as such services are compliant with applicable laws and regulations.

Responding firms must submit proposed cost detail for the first two contract years, and provide cost adjustment parameters for contract years three through five as specified in APPENDIX B.

#### **XIII. CONTRACT AND INSURANCE**

The City will prepare an Agreement for implementation between the successful firm and the City (See APPENDIX C for a sample). ***The selected firm's standard form contract will not be considered as an acceptable substitute.*** The selected firm shall maintain, at a minimum, the insurance requirements specified in the sample Agreement. The insurance information listed below encompass the City's minimum requirements.

***Bidding requirements include providing evidence of coverage including policy endorsements. If a respondent does not currently have the requirements outlined in the***

**RFP, they must state that, and they must also state their ability to provide what is outlined in the RFP, if they are awarded the agreement.**

The City shall have access to the selected firm's total policy limits beyond the minimum requirements as listed below:

- Insurance shall be issued by an insurer admitted in the State of California and with a rating of at least an A+;VII in the latest edition of Best's Insurance Guide.
- A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.
- A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Scope of Work required by this Agreement.
- A policy or policies of Professional Liability (Errors & Omissions) Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence.
- Workers' compensation insurance as required by the State of California.
- Each sub-contractor engaged by the Contractor must maintain insurance coverage which meets all the requirements listed in the Agreement (Exhibit C to this RFP).
- All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.
- All policies of insurance shall include provisions for waiver of subrogation. The Contractor's insurance shall be primary to any coverage available to City.
- The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured.
- City may either immediately terminate the Agreement if the insurance lapses during the Agreement or the City may take out the necessary insurance and pay, at the Contractor's expense, the premium.
- All insurance certificates shall be on file with the City Clerk.
- Any deductibles or self-insured retentions shall be declared to the City and must be approved by the City.
- The insurance amounts required by the Agreement do not limit the City's right to recover against the Contractor or its insurance carriers.

**XIV. GENERAL INFORMATION AND INSTRUCTIONS**

All communications concerning this RFP should be directed to Cynthia Owens at [cowens@beverlyhills.org](mailto:cowens@beverlyhills.org) and copied to Gabriella Yap at [gyap@beverlyhills.org](mailto:gyap@beverlyhills.org).

No questions or comments regarding this RFP are to be directed to the Mayor of the City of Beverly Hills, the Mayor's Office, Beverly Hills City Council, the City Manager, the Director of Finance, any public official, or any City of Beverly Hills trustee other than those listed above.

Any information obtained by the selected firm is confidential, and the selected respondent shall not release or use the information in conjunction with any other endeavor.



The issuance of this RFP and receipt of proposals does not commit the City to award a contract, which is at the sole discretion of the City Council. The City reserves the right to negotiate with any firm which responds to this RFP. The City is not liable for any costs incurred by the Respondent in the preparation and submission of a proposal.

City reserves the right to cancel or revise any section of the RFP prior to the due date, and further reserves the right to extend the due date. Any cancellations or revisions to the RFP will be published on PlanetBids. The information will also be emailed to any firm who the City emailed a copy of the RFP to, as well as to any firm who has reached out to the City in regards to this bid as directed above. If any firm determines that an addendum unnecessarily restricts its ability to bid, it must notify the City no later than three (3) days following the receipt of the addendum.

The City expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any firm of the suitability of the materials and/or services to be rendered. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City reserves the right to modify the RFP schedule described above.

The City will be the sole and exclusive judge of quality, compliance with RFP specifications or any other matter pertaining to this RFP. The City reserves the exclusive right to award this RFP in any manner it deems to be in the best interest of the City.

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the City shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

Responding firms are responsible for complying with all federal, state, and local rules and regulations. Responding firms agree that the City may, in its sole discretion, at any time prior to the execution of a final contract, accept, reject or cancel all or any part of a proposal, issue another proposal with terms and conditions similar or different to those set forth above, extend any deadline and/or supplement, amend or otherwise modify the proposal.

By submission of a proposal, respondents acknowledge and agree that the City of Beverly Hills, as a public trust, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded.

Responding firms are advised to become familiar with all conditions, instructions and specifications governing this RFP. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this RFP document shall not be cause to alter the contract or for respondent to request additional compensation.

The successful firm shall not assign the contract or subcontract, in whole or in part, without the prior written consent of the City. Such consent shall neither relieve the respondent from its obligation nor change the terms of the contract.

Each responding firm shall submit in full this completed original RFP document and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work it proposes to furnish. **A responding firm's failure to fully and adequately respond to this RFP may render the bid non-responsive and is grounds for rejection by the City.**

Upon the award of the contract to the successful firm, the City will require evidence of insurance coverage be furnished prior to issuing a purchase order. **The amounts and types of coverage are specified in Section XIII Contract and Insurance of this RFP document. All insurance forms must be in a format acceptable to the City.**

Every supplier of materials and services and all firms doing business with the City shall be an "Equal Opportunity Employer" as required by Section 2000e of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.

Prices quoted herein must be guaranteed for a period of not less than one hundred eighty (180) days after closing date of this RFP.

RFPs calling for other than a "lump sum" total may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.

Responding firms shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its Contractors self-accrue their use tax, **when applicable**, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax, which is self-accrued by the City, will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

All materials submitted in response to an RFP will become the property of the City of Beverly Hills and will be returned only at the City's option and at the expense of the responding firms submitting the proposal or bid. One copy of a submitted proposal will be retained for official files and become a public record. However, any confidential material submitted by responding firms that was clearly marked as such will be returned upon request.

#### **XV. DISQUALIFICATION**

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among responding firms in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between responding firm and the City;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of responding firm's inability to successfully complete the responsibilities and obligation of the proposal; and
- Responding firm's default under any previous agreement with the City, which results in termination of the Agreement.

#### **XVI. SUSPENSION AND DEBARMENT STATUS**

As work performed by this office may be eligible for federal grants or expenses reimbursable through the Federal Emergency Management Agency (“FEMA”), the City will verify whether a contractor and its subcontractors, if any, are suspended or debarred from doing business with the federal government by searching the Excluded Parties List System ([www.sam.gov](http://www.sam.gov)). This verification process applies to contracts funded by federal grants and which are for \$25,000 or more (including as well any subcontract that is for \$25,000 or more). Unless an exception applies, no such federal funds may go to a person or entity that is suspended or debarred, thus any such person or entity found to be suspended or debarred in the check of the [www.sam.gov](http://www.sam.gov) list system will be disqualified under the Request for Proposals.

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## CHECKLIST

The Checklist below has been prepared by City. **The Checklist may be incomplete; therefore, it is the responsibility of the Respondent to ensure that each item requested within the RFP response is included.**

- ❖ Cover Letter which expresses how the responding firm meets the minimum qualifications which shall include:
  - Firm's name
  - Address
  - Telephone number of primary person to contact
  - Email address of primary person to contact
  - Firm's business status as a partnership, corporation, joint venture, etc.
    - Upon request by City, the responding firm shall provide the necessary documents for those authorized to sign agreements or other documents on behalf of the corporation or LLC.
- ❖ Proof of Authority
- ❖ Sufficient information to address all of the items listed in *SECTION IX ORGANIZATION OF PROPOSAL*.
- ❖ A portfolio of work that demonstrates the ability of the applicant to provide internal auditor services with a focus on performance audits as described in *Section II Objectives and Scope*. The portfolio must encompass examples of work that has occurred in the last five years, and must include the names of the cities and/or clients, the date(s) the services were rendered, and design examples.
- ❖ Current license as a CPA, CIA, CGAP or CISA and maintain such certification throughout any resultant contract term of the City Auditor proposed by the responding firm.
- ❖ *APPENDIX A – EXPERIENCE FORM AND QUESTIONNAIRE*
- ❖ *APPENDIX B – COST PROPOSAL FORMAT - RFP*

**APPENDIX A: EXPERIENCE FORM AND QUALIFICATIONS QUESTIONNAIRE**

The responding firm shall provide the following information. Failure to fully complete the required information may render the proposal non-responsive and possibly eliminate the proposal from further consideration.

Responding firms should note that a portfolio of work that demonstrates the ability of the applicant to provide the services described in *Section II Objectives and Scope* of the RFP shall be submitted in addition to this Appendix A. The submitted portfolio must include work that is relevant to Tasks 1-6 of the RFP.

- 1. Respondent has been engaged in the website design and hosting services business under the present business name of

\_\_\_\_\_ for \_\_\_\_\_ years.  
 (Name of Business) (Number)

- 2. Business license # \_\_\_\_\_ Issued by \_\_\_\_\_  
 (Name of City for Business License)

- 3. Information for the main contact who would be able to answer questions regarding the proposal and its contents.

Name and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

- 4. How many full time staff does your firm currently employ? \_\_\_\_\_
- 5. For how many municipal government or public sector organizations is your firm currently providing the services described in this RFP? \_\_\_\_\_
- 6. In the last five (5) years, how many municipal government or public sector organizations has your firm provided the services described in this RFP to? \_\_\_\_\_

- 7. For all clients referenced in Question #5, please provide on company business letterhead:
  - a. Municipal Government or Public Sector Agency name, location, and personal contact at that agency with telephone number
  - b. Brief description of the scope of work
  - c. Number of years your firm has continuously serviced the account

- 8. Your firm understands that all listed clients and references may be contacted by the City for the purpose of evaluating proposals (Circle One) Yes / No.

- 9. Please provide a brief, concise description of how the firm and proposed City Auditor meet at least the minimum requirements established in this RFP:

\_\_\_\_\_  
 \_\_\_\_\_

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Please provide relevant project experience as requested below:

**Client 1**

Client Name: \_\_\_\_\_

Client Contact information: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

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Total Project Cost: \$ \_\_\_\_\_

Percentage of Work Firm was Responsible for: \_\_\_\_\_ %

Period Work was Completed: \_\_\_\_\_

Did Your Firm Meet the Project Schedule: (Circle One) Yes / No

Provide the Relevant Cost per Audit:

Audit Cost 1	Audit Cost 2	Audit Cost 3	Audit Cost 4	Audit Cost 5
\$	\$	\$	\$	\$

**Client 2**

Client Name: \_\_\_\_\_

Client Contact information: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

Total Project Cost: \$\_\_\_\_\_

Percentage of Work Firm was Responsible for: \_\_\_\_\_ %

Period Work was Completed: \_\_\_\_\_

Did Your Firm Meet the Project Schedule: (Circle One) Yes / No

Provide the Relevant Cost per Audit:

Audit Cost 1	Audit Cost 2	Audit Cost 3	Audit Cost 4	Audit Cost 5
\$	\$	\$	\$	\$

**Client 3**

Client Name: \_\_\_\_\_

Client Contact information: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

Total Project Cost: \$\_\_\_\_\_

Percentage of Work Firm was Responsible for: \_\_\_\_\_ %

Period Work was Completed: \_\_\_\_\_

Did Your Firm Meet the Project Schedule: (Circle One) Yes / No

Provide the Relevant Cost per Audit:

Audit Cost 1	Audit Cost 2	Audit Cost 3	Audit Cost 4	Audit Cost 5
\$	\$	\$	\$	\$

\_\_\_\_\_ Print Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

**APPENDIX B: COST PROPOSAL FORMAT – RFP**

The City requires a submittal in this format for the *first two contract years* – content should match cost for scope of services required. **Duplicate this form** to prepare cost proposals for both contract years, and **label each form** to identify the first and second contract years. **Proposers are encouraged to submit their pricing on an Excel spreadsheet.**

Scope	Labor Categories (e.g., City Auditor, Consultant, Sr. Consultant, etc.)	Est. Hours	Hourly Rate	Extended Rate
<b>Task 1. Preparation of Annual Audit Plan</b>			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 1			\$	\$
<b>Task 2. Conduct Citywide Risk Assessment</b>			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 2			\$	\$
<b>Task 3. Execute Annual Audit Plan</b>			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 3			\$	\$
<b>Task 4. Preparation of Quarterly Reports and Annual Status Report</b>			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 4			\$	\$

Scope	Labor Categories (e.g., City Auditor, Consultant, Sr. Consultant, etc.)	Est. Hours	Hourly Rate	Extended Rate
<b>Task 5 Evaluation and Benchmarking</b>			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 5			\$	\$
<b>Task 6 Monitor and Respond to Items Submitted through the City's Trust and Innovation Portal</b>			\$	\$
			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 6			\$	\$
<b>TOTAL NOT TO EXCEED (TASKS 1 – 6)</b>			\$	\$
<b>Other Expenses for all Tasks (e.g. Equipment, Materials)</b>			\$	\$
<b>TOTAL NOT TO EXCEED OF AGREEMENT*</b>				
*For the purpose of the RFP evaluation process, the total not to exceed for the agreement should be for conducting and completing ten performance audits per year.				
<b>Innovations or Other Factors for Cost Savings or Efficiencies (describe or list proposed costs can be additive or deductive)</b>			\$	\$
TOTAL INNOVATIONS or OTHER FACTORS			\$	\$
<b>GRAND TOTAL TASKS 1 – 6 AND INNOVATIONS/OTHER FACTORS</b>			\$	\$

Please identify pricing assumptions and costs for fiscal years three through five:

Fiscal Year Three: \$ \_\_\_\_\_ Fiscal Year Four: \$ \_\_\_\_\_ Fiscal Year Five: \$ \_\_\_\_\_

DRAFT

**APPENDIX C: SAMPLE AGREEMENT**

**AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
CONTRACTOR'S NAME FOR BRIEFLY DESCRIBE PURPOSE  
OF CONTRACT**

NAME OF CONTRACTOR: Insert name of contractor

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Insert name, title

CONTRACTOR'S ADDRESS: Insert street address  
Insert city, state, zip code  
Attention: Insert name, title

CONTRACTOR'S E.I.N/TAX I.D. NO.: Insert contractor's Tax I.D. No. *[If sole practitioner, Indicate sole practitioner or delete. Do not insert social security #]*

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Dept. Head's Name, Title

COMMENCEMENT DATE: Insert date of commencement

TERMINATION DATE: Insert date of termination

CONSIDERATION: Total Not to Exceed: [Insert amount]

SAMPLE



**AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
 CONTRACTOR'S NAME FOR BRIEFLY DESCRIBE PURPOSE  
 OF CONTRACT**

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and and **Insert Contractor's Legal Name** (hereinafter called "CONTRACTOR").

**RECITALS**

A. International, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"); and

B. On March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

C. On March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

D. On March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

E. On March 15, 2020, the City Manager, in his role as the Director of Emergency Services, proclaimed the existence of a local emergency pursuant to Section 2-4-107 of the Beverly Hills Municipal Code to ensure the availability of mutual aid and an effective City response to COVID-19; and

F. On March 16, 2020, the City Council adopted a Resolution ratifying the Director of Emergency Services' proclamation of the existence of a local emergency; and

G. The City Council has since ratified the proclamation of the City Manager declaring the existence of a local emergency and has continued to adopt various urgency ordinances in connection with the local emergency such as residential and commercial rent moratoria, mask wearing, limiting gatherings, closures and operational changes of certain local businesses, social distancing and other measures designed to control the spread of the coronavirus; and

H. The Centers for Disease Control and Prevention, the California Department of Public Health, and the Los Angeles County Department of Public Health have all issued orders including but not limited to stay at home orders, social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

I. Commencing June 15, 2021, several executive orders related to the pandemic were briefly rescinded by the Governor, including the stay at home orders, many masking and physical distancing requirements, as well as the capacity regulations for businesses. For certain mega events, as well as at hospitals, schools and on public transportation, masks continued to be required. Since June 15, 2021, community transmission in Los Angeles County continued to climb. As a result, mitigation measures such as mask requirements in indoor settings were reinstated regardless of an individual's vaccination status. The state of emergency declared by the Governor has remained in effect. The City will continue to adhere to the pandemic related emergency regulations for its facilities unless and until they are rescinded by the City Council; and

J. [INSERT LANGUAGE SPECIFYING WHY GOODS/SERVICES ARE REQUIRED AS IT RELATES TO COVID-19 EMERGENCY SITUATION. *Example Only: In light of these extraordinary emergency circumstances, which have encouraged and/or necessitated individuals, including senior citizens who are at high-risk for severe illness resulting from COVID-19 according to the Centers for Disease Control and Prevention, to stay at home, the City desires to provide prepared cold box lunches and to go bags consisting of staple food items for senior citizens in need. It is impossible under the circumstances to send out a written request for proposals, so City staff reached out to multiple service providers to obtain pricing for the services.]*

CITY desires to enter into the Agreement for the services described herein.

These recitals may need to be updated from time to time as the Covid emergency continues]

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such

services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the rates set forth in Exhibit B.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. 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 CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) A policy or policies of Professional Liability (Errors & Omissions) Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence.

(4) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) The general liability and vehicle liability policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.

(g) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

(i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONTRACTOR and its insurance carriers.

#### Section 12. Indemnification.

(a) CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorney's fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

(b) All duties of CONTRACTOR shall survive termination or expiration of the Agreement.

#### Section 13. Termination.

(1) Termination for Convenience: CITY may terminate this Agreement, in whole or in part, at any time by written notice to CONTRACTOR when it is in CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, up to the time of termination. CONTRACTOR shall promptly submit its termination claim to CITY to be paid to CONTRACTOR. If CONTRACTOR has any property in its possession belonging to CITY, CONTRACTOR will account for the same, and dispose of it in the manner CITY directs.

(2) Termination for Cause: If CONTRACTOR does not deliver supplies in accordance with the Agreement's delivery schedule, or, if the Agreement is for services, the CONTRACTOR fails to perform in the manner called for in the Agreement, or if CONTRACTOR fails to comply with any other provisions of this Agreement, CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the Agreement is in default. CONTRACTOR will only be paid the price for supplies delivered and accepted, or services performed in accordance with the manner of performance, as set forth in the Agreement.

If it is later determined by CITY that CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of CONTRACTOR, CITY, after setting up a new delivery or performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

(3) Opportunity to Cure: CITY in its sole discretion may, in the case of a termination for breach or default, allow CONTRACTOR three (3) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If CONTRACTOR fails to remedy to CITY's satisfaction the breach or default of any of the terms, covenants, or conditions of the Agreement within three (3) days after receipt by CONTRACTOR of written notice from CITY setting forth the nature of said breach or default, CITY shall have the right to terminate the Agreement without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude CITY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

(4) Waiver of Remedies: In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records Retention and Examination. CONTRACTOR shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, with respect to all matters covered under this Agreement for five (5) years after receipt of final payment by CITY under the Agreement. CONTRACTOR shall make all such records and documents available for inspection, copying, or other reproductions, and auditing by



authorized representatives of CITY, including the City Manager or designee, free of charge. CONTRACTOR shall make available all requested data and records at reasonable locations within the County of Los Angeles at any time during normal business hours, and as often as CITY deems necessary. If records are not made available within the County of Los Angeles, CONTRACTOR shall pay CITY's travel, hotel and meal costs to the location where the records are maintained. CONTRACTOR must include this provision in all subcontracts made in connection with this Agreement. This provision shall survive the termination of the Agreement.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or compel the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representative agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. .

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 24. Federal Government Provisions:

(a) **EQUAL EMPLOYMENT OPPORTUNITY.**

[Applicable to "federally assisted construction contract" and "construction work" as defined in 41 C.F.R. § 60-1.3]

During the performance of this Agreement, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONTRACTOR will not discriminate or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

(4) CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this paragraph of this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions

will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to an agency, instrumentality or subdivision of such government which does not participate in work done under the Agreement.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and all rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for federal government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Agreement (grant, loan, insurance guarantee); refrain from extending any further assistance to CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

**(b) DAVIS BACON ACT.**

**[Applicable to prime construction contracts in excess of \$2,000 awarded by CITY. Applies only to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program]**

1. All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. CONTRACTOR shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.



2. CONTRACTOR shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, CONTRACTOR shall be required to pay wages not less than once a week.

**(c) COPELAND ANTI-KICKBACK ACT.**

**[Applicable to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program]**

1. CONTRACTOR. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

2. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.

3. Breach. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for termination of a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**(d) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT .**

**[Applicable to FEMA contracts awarded by CITY in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanic or laborers]**

1. Overtime requirements. No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3. Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the

same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (d)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (d)(1) through (4) of this section.

(e) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**

[Applicable to “funding agreements” as defined under 37 C.F.R. § 401.2(a) and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government, which does not include the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program.]

When applicable, CITY shall comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by FEMA.

(f) **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

[Applicable awarded by CITY in **excess of \$150,000 under a federal grant**]

**Clean Air Act**

1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. CONTRACTOR agrees to report each violation to CITY and understands and agrees that CITY will, in turn, report each violation as required to the Federal Emergency Management Agency (“FEMA”), and the appropriate Environmental Protection Agency Regional Office.

3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act**

1. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. CONTRACTOR agrees to report each violation to CITY and understands and agrees that CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**(g) DEBARMENT AND SUSPENSION.**

CONTRACTOR and all subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to 2 CFR 180, 2 CFR 200.213, and Executive Orders 12549 and 12689. If CONTRACTOR or any subcontractor becomes debarred or suspended throughout the duration of the Work, CONTRACTOR shall immediately notify CITY.

**(h) BYRD ANTI-LOBBYING AMENDMENT.**

Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, 2 U.S.C. §§ 1601 et seq., contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to CITY. This requirement shall pass through to any and all subcontractors engaged to perform services under this Agreement.

**(i) PROCUREMENT OF RECOVERED MATERIALS.**  
**[Applicable to FEMA grant and cooperative agreement programs]**

1. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency ("EPA") designated items unless the product cannot be acquired —

- Competitively within a timeframe providing for compliance with the Agreement performance schedule;
- Meeting Agreement performance requirements; or
- At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**(j) ACCESS TO RECORDS.**

The following access to records requirements apply to this Agreement:

1. CONTRACTOR agrees to provide CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

2. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

4. In compliance with the Disaster Recovery Act of 2018, CITY and CONTRACTOR acknowledge and agree that the language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**(k) NON-USE OF DHS SEAL, LOGO, AND FLAGS.**

CONTRACTOR shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**(l) COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDER.**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**(m) NO OBLIGATION BY THE FEDERAL GOVERNMENT.**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to CITY, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

**(n) PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS.**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this Agreement.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
Name  
Title

CONTRACTOR:

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Name  
Title

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
SHARON L'HEUREUX DRESSEL  
Risk Manager

EXHIBIT A  
SCOPE OF WORK

CONTRACTOR shall perform the following services: *[Describe the services in detail. Include schedule for deliverables and/or services. If there is a need for a Project schedule, insert a Project schedule or insert "The City Manager or his designee may establish a project schedule in writing.]*

INFECTIOUS DISEASE

A. The Federal Government and State of California, the County of Los Angeles, and CITY have declared an emergency due to a global pandemic caused by an infectious coronavirus which causes a disease referred to as COVID-19. In an effort to support and maintain a safe and healthy workplace for CITY employees and the community, CITY is requiring all contractors and CONTRACTOR to immediately monitor and track the signs and symptoms of COVID-19, the common cold and influenza for all of its employees and subcontractors (collectively "CONTRACTOR employees") assigned to CITY projects that come onsite to any CITY facility to perform services under the Agreement.

B. CONTRACTOR shall notify CITY immediately in writing if CONTRACTOR or CONTRACTOR employees have come in contact with anyone with an infectious disease or has contracted an infectious disease. Such CONTRACTOR employees shall immediately cease performing services under the Agreement.

C. CONTRACTOR shall monitor CONTRACTOR employees' signs and symptoms with written logs. CONTRACTOR shall do and maintain a daily recording of the following:

1. Require CONTRACTOR employees to take their temperature each time they enter and exit CITY facilities (both before and after work is performed at CITY facilities).

2. If CONTRACTOR employees have a fever (100°F or higher), are coughing, have trouble breathing or other symptoms of COVID-19, the common cold, or influenza:

- (a) Do not have CONTRACTOR employees report to work.
- (b) Contact your CITY Responsible Principal.
- (c) Direct CONTRACTOR employees to:

- i. Not go out in public.
- ii. Avoid contact with others.
- iii. Not travel while sick.
- iv. Cover mouth and nose with a tissue or sleeve (not hands), while coughing or sneezing.



- v. Wash hands often with soap and water for at least 20 seconds to avoid spreading illnesses such as the common cold, influenza or COVID-19 to others.
- vi. If soap and water are not readily available, use an alcohol-based hand sanitizer, which contains 60%-95% alcohol or solutions available for use at the facility.
- vii. Wear face coverings at all times unless alone in a vehicle, personal office or cubical,

3. CONTRACTOR shall disinfect all areas that CONTRACTOR's employees come in contact with while performing services under the Agreement before and after usage.

4. CONTRACTOR employees shall not return to any CITY facility until they meet the guidance\* of the Los Angeles County Department of Public Health.

\* CONTRACTOR acknowledges it has reviewed, understands and will follow the Los Angeles County Department of Public Health guidance for managers.

D. CONTRACTOR shall also maintain daily monitoring and record keeping in connection with CITY projects where CONTRACTOR employees come on site for the following information:

1. Prove adherence to Social Distancing\*\* and Industry Safety Standards for employees and the public. Please review Los Angeles County Department of Public Health guidelines for social distancing.
2. CONTRACTOR employees are not working while sick.
3. CONTRACTOR shall notify their CITY Project Manager or CITY Responsible Principal prior to reporting on site daily.
4. CONTRACTOR shall contact their CITY Project Manager or CITY Responsible Principal to reschedule non-essential services.

E. CONTRACTOR shall provide employees with handwashing and sanitizing equipment. These requirements apply to all vendors and their employees regardless of whether they are fully vaccinated or not. CITY encourages and supports the choice to be vaccinated but is not requiring that employees, contractors, consultants, and vendors get vaccinated or provide proof of vaccination.

CONTRACTOR shall be required to know and adhere to Los Angeles County Public Health Order <http://publichealth.lacounty.gov/media/Coronavirus/reopening-la.htm#orders>.

For the latest CITY updates and COVID-19 related FAQs please visit <http://www.beverlyhills.org/novelcoronavirus>

CITY reserves the right to review CONTRACTOR's daily logs to ensure compliance with this Agreement. CITY has the right to send CONTRACTOR employees home who do not comply with these requirements. CONTRACTOR shall maintain the recordings and logs in accordance with the Agreement.

For questions, please contact CITY's Responsible Principal or Risk Management at 310-285-1073.

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

(a) Rates/Compensation

(b) CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in this Exhibit.

SAMPLE



**EXHIBIT C  
CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED \_\_\_\_\_

COMPANIES AFFORDING COVERAGE

ADDRESS \_\_\_\_\_

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_