

TRANSMITTAL

0150-12165-0000

TO
The Council

DATE
08/29/2022

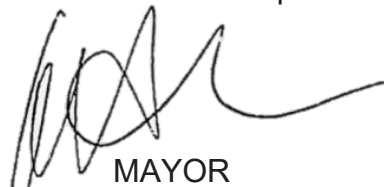
COUNCIL FILE NO.
--

FROM
The Mayor

COUNCIL DISTRICT
All

Proposed Personal Services Agreement between the Department of Animal Services and SPAY4LA, Inc. for the operation of a Mobile Spay and Neuter Clinic

Approved and transmitted for further processing. See the
City Administrative Officer report attached.


MAYOR
(Andre Herndon for)

MWS:JR:04230013

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 8/19/22	C.D. No. Citywide	CAO File No.: 0150-12165-0000
Contracting Department/Bureau: Animal Services		Contact: Sharon Lee (213) 482-9554	
Reference: Transmittal from the Board of Animal Services Commissioners dated July 11, 2022. Referred by the Mayor for report on July 13, 2022.			
Purpose of Contract: For the operation of a Mobile Spay and Neuter Clinic and related veterinary services.			
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Three years with two one-year extensions.	
Contract/Amendment Amount: \$1,250,000			
Proposed amount \$1,250,000+ Prior award(s) \$0 = Total \$1,250,000			
Source of funds: Animal Sterilization Fund			
Name of Contractor: SPAY4LA, Inc.			
Address: 3000 S. Robertson Blvd., Suite 105 Los Angeles, CA 90034			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 55 %			
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50			X
13. Prohibited Contributors (Bidders) CEC Form 55			X
14. California Iran Contracting Act of 2010			X

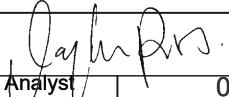
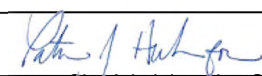
RECOMMENDATION

That the Council authorize the Department of Animal Services to execute a Personal Services Agreement with SPAY4LA, Inc. for the operation of a Mobile Spay and Neuter Clinic and related veterinary services for a term of three years with two one-year extensions and a maximum compensation of \$1,250,000, subject to available funding and the contractor providing satisfactory services under the agreement.

SUMMARY

In accordance with Executive Directive No. 3, the Department of Animal Services (Department) transmitted a proposed Personal Services Agreement (Agreement) with SPAY4LA, Inc. for the operation of a Mobile Spay and Neuter Clinic and related veterinary services. The term of the proposed Agreement is three years with two one-year extensions beginning on the date of execution.

On February 19, 2020, the Department issued a Request for Qualifications (RFQ) to establish a pre-qualified list of on-call service providers, and five proposals were received. Of the five proposals, the organizations with the top three scores were offered contracts. Subsequently, SPAY4LA was the only organization to accept a contractual offer.

JR	 Analyst	0150-12165-0000	 City Administrative Officer
----	--	-----------------	---

Under the terms of the proposed Agreement, the Contractor shall obtain, operate, and maintain Mobile Spay/Neuter Clinics from which the Contractor will provide free sterilization and related veterinary services to city residents; will provide all staffing, equipment, and supplies; and will obtain all permits, licenses, and registrations required to operate the Mobile Spay/Neuter Clinics. The fees for each sterilization surgery will be \$125 for dogs and \$70 for cats, which will be invoiced to the Department within 45 days after completion of sterilization.

Under the Agreement, the maximum compensation amount per 12-month period shall not exceed \$250,000. In addition, payment for services under this Agreement is subject to Contractor's compliance with terms and performance and is subject to the availability of funds in the Animal Sterilization Fund.

In accordance with Charter 1022, the Personnel Department determined that City employees do have the expertise to perform the work; however, the work can involve time constraints that require immediate staffing, and work assignments can exceed staff availability. This Office determined that the services can be performed more feasibly by a contractor due to insufficient staffing to support the scope of work.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed Agreement is required because the term may exceed three years and the total compensation exceeds \$300,000. To the best of our knowledge, the Contractor has complied with all standard provisions for City contracts. The Agreement has been reviewed and approved by the City Attorney as to form.

FISCAL IMPACT STATEMENT

There is no General Fund impact. Per the terms of the Agreement, total funding in the amount of \$1,250,000 will be required for the services provided through the duration of the contract. Funding is to be provided from the Animal Sterilization Fund, which is funded through licensing fees, annual budgetary allocations, and donations. Payment for services under the agreement are subject to the availability of funds in the Animal Sterilization Fund.

FINANCIAL POLICIES STATEMENT

The recommendation stated in this report is in compliance with the City's Financial Policies in that ongoing revenues will support ongoing expenditures.

MWS:JR:04230013

Attachment

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LARRY GROSS
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

JILL COHEN

ALISA FINSTEN

JOSE SANDOVAL

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
ANIMAL SERVICES**

221 N. Figueroa Street
6TH Floor, Suite #600
Los Angeles, CA 90012

(888) 452-7381
FAX (213) 482-9511

ANNETTE G. RAMIREZ
INTERIM GENERAL MANAGER

CURTIS R. WATTS
ASSISTANT GENERAL MANAGER
Administration

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

July 11, 2022

The Honorable Eric Garcetti
Mayor, City of Los Angeles
200 N. Spring Street, Room 303
Los Angeles, CA 90012

The Honorable City Council
c/o City Clerk
Room 395, City Hall
200 N. Spring Street
Los Angeles, CA 90012

Ms. Heleen Ramirez, Office of the Mayor

**RE: EXECUTIVE DIRECTIVE NO. 3 REVIEW OF THE PROPOSED PERSONAL
SERVICES AGREEMENT WITH SPAY4LA, INC.**

In accordance with the Mayor's Executive Directive No. 3, attached for your review is the proposed Personal Services Agreement (Agreement) with SPAY4LA, Inc. The proposed Agreement is for the operation of a mobile spay/neuter clinic to make spay/neuter services accessible to low-income areas of Los Angeles.

The proposed Agreement has been reviewed by the City Attorney as to form.

The following information is provided to assist with your review of the proposed Agreement. Should you have questions or need additional information regarding this request, please contact Sharon Lee, Senior Management Analyst II, at (213) 482-9554.

General Information		
Item	Information Requested	Information Provided
1	Title	Personal Services Agreement with SPAY4LA, Inc.
2	Provider	SPAY4LA, Inc.
3	Provider Address	3000 S. Robertson Blvd., Suite 105 Los Angeles, CA 90034

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

SUBJECT: EXECUTIVE DIRECTIVE NO. 3 REVIEW OF THE PROPOSED PERSONAL SERVICES AGREEMENT WITH SPAY4LA

4	Purpose	For the Operation of a Mobile Spay/Neuter Clinic and Related Veterinary Services
5	Term	Three Years, plus two one-year extension options
6	Amount of Compensation	\$250,000 for each 12-months of the contract
7	New Contract or Amendment?	New
8	Source of Funds	Animal Sterilization Fund
9	Council Approval	Yes
10	Appropriated Funds Available?	Yes
11	Names of Proposers and scores	Amanda Foundation (87); Family Veterinary (58.67); Lucy Pet Foundation (72); SPAY4LA (77.33); Western University (63.33)
12	RFQ Advertisement Date	February 19, 2020
13	Funding compliance with City Financial Policies?	Yes
14	Additional information showing necessity to contract with contractor.	N/A
15	Approved by Board of Commissioners	September 22, 2020
Compliance with City Contracting Requirements		
1	Charter Section 1022	Yes
2	Risk Management Insurance Requirements	Yes
3	Standard Provisions	Yes
4	Business Inclusion Program	Waived on August 22, 2019
5	EBO/FSHO Compliance	Yes
6	DO Compliance	Yes
7	CRO Compliance	Yes
8	City Attorney Review	Approved by Steve Houchin, Deputy City Attorney
9	Percent of Workforce Residing in the City	55%
10	MLO Bidder's Certification Form	N/A

Respectfully submitted,

Curtis R. Watta for

Annette G. Ramirez
Interim General Manager

c: Jacqueline Reyes, Office of the City Administrative Officer

Attachments: Board of Animal Services Commissioners Board Report
Personal Services Agreement - City of Los Angeles and SPAY4LA, Inc.

AGR:SCL:CG

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LARRY GROSS
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

ALISA FINSTEN

JOSE SANDOVAL

ROGER WOLFSON

City of Los Angeles
CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
ANIMAL SERVICES**
221 N. Figueroa Street
6th Floor, Suite #600
Los Angeles, CA 90012

(888) 452-7381
FAX (213) 482-9511

BRENDA F. BARNETTE
GENERAL MANAGER

TAMMY WATSON
ASSISTANT GENERAL MANAGER
Administration

MELISSA WEBBER
ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: January 28, 2020

PREPARED BY: Catherine Chico

REPORT DATE: January 21, 2020

TITLE: Senior Management Analyst II

SUBJECT: REQUEST FOR QUALIFICATION TO ESTABLISH AN ON-CALL SPAY/NEUTER SERVICES LIST FOR LOS ANGELES ANIMAL SERVICES' SPAY/NEUTER CLINICS, SPAY/NEUTER MOBILE CLINICS, AND SPAY/NEUTER SUPPORT SERVICES

BOARD ACTION RECOMMENDED:

1. **AUTHORIZE** the General Manager to release a Request for Qualification (RFQ), substantially in the form attached, to establish an on-call spay/neuter services list for Los Angeles Animal Services' (Department) spay/neuter clinics, spay/neuter mobile clinics, and spay/neuter support services, subject to approval of the City Attorney as to form and legality;
2. **DIRECT** the General Manager to report back to the Board with the list of qualified service providers.

BACKGROUND:

Los Angeles Municipal Code Section 53.15.2 (b) requires all dogs and cats within the City of Los Angeles (City) be spayed or neutered with the exception of animals meeting the exemption criteria outlined in the section. Since 1972, the City has assisted its residents in fulfilling their spay/neuter responsibility by constructing onsite spay/neuter clinics, establishing a mobile spay/neuter program, implementing a Letter of Agreement program, and funding Free and Low Cost spay/neuter surgeries.

In past years, the Department has issued separate Request for Proposals (RFP) for the operation of six (6) onsite spay/neuter clinics and mobile spay/neuter vans. The most recent RFPs resulted in the issuance of five (5) onsite spay/neuter clinics and three (3) mobile spay/neuter vans. A contract for the operation of an onsite clinic at the North Central Animal Services Center was not issued at that time due to the Proposition F related construction activity at that facility.

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

SUBJECT: REQUEST RFQ TO ESTABLISH AN ON-CALL SPAY/NEUTER SERVICES LIST FOR LA ANIMAL SERVICES' SPAY/NEUTER CLINICS, MOBILE CLINICS, AND SUPPORT SERVICES

Using the services of private contractors for the operation of both onsite spay/neuter clinics and mobile vans has resulted in following benefits to the residents of the City and the Department:

Onsite spay/neuter clinics –

- Spay/neuter surgeries take place at onsite clinics which reduces the Department's transportation and staffing costs;
- Allows adopters to pick up their pets from the same shelter from which the animal is adopted;
- Promotes responsible pet ownership by making it easier to sterilize animals; and
- Avoids the strain of sending soon-to-be-adopted animals to a remote location and requiring new owners to drive to that location to pick up their new family pets.

Mobile spay/neuter van benefits –

- Provides convenient, accessible spay/neuter services to low income areas of the City;
- Brings services directly to low income, senior and disabled residents; and
- Supplements areas of the City that tend to have fewer stationary spay/neuter clinics and veterinary hospitals.

Although the Department employs veterinarians and veterinary technicians who have the expertise to perform spay/neuter surgeries, time constraints and workloads attributed to the treatment and care of all animals entering our Animal Services Centers prevent staff from performing these surgeries.

All spay/neuter contract services are paid from the Department's Animal Sterilization Fund which is funded through licensing fees, annual budgetary allocations and donations.

SUMMARY:

The Department currently has the following contracts:

Contract	Contract #	Location	Expiration of Current Contract	Remaining Extensions
ASPCA	C-123811	South LA	12/31/2020*	None
Western University	C-129781	East Valley	06/30/2020	Two (2)
SNPLA-Harbor	C-125639	Harbor	12/31/2020	None
N/A	N/A	North Central	N/A	N/A
Value Vet	C-125775	West LA	12/31/2020	None
Heaven on Earth	C-131503	West Valley	07/01/2021	Two (2)
Amanda Foundation	C-126901	Mobile	12/16/2020	None
Lucy Pet Foundation	C-126900	Mobile	12/20/2020	None

*Pending Council approval for approximately 8-month extension of contract.

The Department seeks to establish an on-call spay/neuter list of providers through the issuance of an RFQ. The list would be comprised of three (3) separate components consisting of RFQ respondents interested in providing services related to either on-site spay/neuter clinic operations, mobile spay/neuter clinic operations, and/or spay/neuter support services (i.e., high volume spay/neuter services, etc.). The on-call list will be valid for five years and will be re-opened at the 2 ½ year point to allow for additional respondents to be added to the list.

SUBJECT: REQUEST RFQ TO ESTABLISH AN ON-CALL SPAY/NEUTER SERVICES LIST FOR LA ANIMAL SERVICES' SPAY/NEUTER CLINICS, MOBILE CLINICS, AND SUPPORT SERVICES

When a contract expires that has had all its options to extend their contract exhausted, rather than repeat the RFP process for each contract as it expires, the Department will use the on-call spay/neuter list to issue a Task Order Solicitation (TOS) for the specific spay/neuter services needed at that time from one of the three lists.

Steps for establishing and utilizing the on-call spay/neuter list are as follows:

1. Department will issue the RFQ in compliance with the City's established procedures;
2. Respondents submit their proposals and required documentation for placement on the list. It is the respondent's responsibility to identify the specific spay/neuter list that they wish to be placed upon.
3. Department evaluates submissions and formulates three (3) separate lists as follows:
 - a. On-site Spay/Neuter Clinics;
 - b. Mobile Spay/Neuter Clinic; and
 - c. Spay/Neuter Support Services.Lists with multiple respondents will be established in random order.
4. Department issues a TOS at the time service is needed and maintains the ability to issue a TOS based upon one of the following methodologies as detailed in the RFQ:
 - a. Issue a TOS to the first respondent on the list;
 - b. Issue a TOS to the first three (3) respondents;
 - c. Issue a TOS to the entire list;
 - d. Issue a TOS to selected respondents; or
 - e. Assign a sole source TOS to a specific respondent. A sole source proposal may only be solicited after approval is granted by both the General Manager and Board of Animal Services Commission.
5. Department receives and reviews TOS response(s).
6. Department selects proposer(s) and initiates the City's contracting process (i.e., City Attorney review of contract, Commission approval, Council approval, etc.).

The intent of this request is to ensure sufficient spay/neuter resources are available to meet the Department's needs, reduce the amount of time it takes to obtain critical spay/neuter contractual services, reduce the amount of time it takes to replace underperforming or non-performing contractors, make it easier for prospective contractors to be placed on up to three (3) separate on-call lists at the same time, and streamline our internal contracting process.

FISCAL IMPACT:

There is no impact to the General Fund as all funding is provided by the Animal Sterilization Fund which is funded through licensing and adoption fees, annual budgetary allocations, and donations.

Report to the Board of Animal Services Commissioners

SUBJECT: REQUEST RFQ TO ESTABLISH AN ON-CALL SPAY/NEUTER SERVICES LIST FOR
LA ANIMAL SERVICES' SPAY/NEUTER CLINICS, MOBILE CLINICS, AND SUPPORT
SERVICES

Approved:

Brenda F. Barnette

Brenda F. Barnette, General Manager

Attachments:

- Draft On-Call Spay-Neuter Services List RFQ

BOARD ACTION:



Passed

Disapproved

Passed with noted modifications

Continued

Tabled

New Date



City of Los Angeles Department of Animal Services

**REQUEST FOR QUALIFICATIONS
(RFQ)**

**On-Call Spay/Neuter Services List
For
LA Animal Services Spay/Neuter Clinics, Spay/Neuter Mobile Clinics, And
Spay/Neuter Support Services**



RFQ Release Date: **DATE**
RFQ Closing Date: **DATE**

RFQ Contract Administrator Contact: ani.contracts@lacity.org

TABLE OF CONTENTS

I.	INTRODUCTION.....	4
II.	ABOUT THE DEPARTMENT OF ANIMAL SERVICES	5
III.	SCOPE OF WORK AND CONTRACT EXPECTATIONS.....	6
IV.	FINANCIAL RESPONSIBILITY	9
V.	RIGHTS OF NEGOTIATION, REVISION, WITHDRAWAL, AND REJECTION	9
VI.	ACCEPTANCE OF TERMS AND CONDITIONS	9
VII.	ASSIGNMENT OF WORK (CONTRACT AWARD AND TERM)	9
VIII.	SOQ REQUIREMENTS.....	11
VIV.	SUBMITTING AN SOQ	12
X.	CONTENTS OF SUBMITTED SOQs	13
XI.	COMPENSATION TO THE CITY	18
XII.	ADMINISTRATIVE REQUIREMENTS	18
XIII.	MANDATORY PRE-SUBMITTAL MEETING	19
XIV.	REVIEW, EVALUATION, AND AWARD	19

ATTACHMENTS AND EXHIBITS

Attachments and Exhibits are listed on the City of Los Angeles Business Assistance Virtual Network (BAVN) at: <http://www.labavn.org/>.

Attachment 1:	Clinic Floor Plans
Attachment 2-A:	Sample Personal Services On-Site Spay/Neuter Clinic Agreement
Attachment 2-B:	Sample Personal Services Mobile Clinic Agreement
Attachment 3:	License to Use Premises of Animal Spay/ Neuter Clinic
Attachment 4:	Standard Provisions for City Contracts
Attachment 5:	Submission Terms
Attachment 6:	General Terms and Conditions
Attachment 7:	Vendor Performance Management
Attachment 8:	Local Business Preference Program
Attachment 9:	Living Wage Ordinance (LWO) and Worker Retention Ordinance (WRO)
Attachment 10:	Submitting Proof of Insurance
Attachment 11:	Spay/Neuter Clinic Fixed Price Schedule
Attachment 12:	Vet Portal Summary Instructions
Exhibit A:	SOQ Checklist (Table of Contents)
Exhibit B:	Spay/Neuter Services On-Call List/Services Availability
Exhibit C:	City Ethics Commission (CEC) Form 50
Exhibit D:	City Ethics Commission (CEC) Form 55
Exhibit E:	Non-Collusion Affidavit

Exhibit F-1:	Contractor Responsibility Ordinance Questionnaire (CROQ)
Exhibit F-2:	Contractor Responsibility Ordinance (CRO) Pledge of Compliance
Exhibit G:	Respondent Workforce Information
Exhibit H:	Child Support Obligations Certificate of Compliance
Exhibit I:	Business Services Implementation Plan Collaborator Agreements

**REQUEST FOR QUALIFICATIONS (RFQ)
PRE-QUALIFIED ON-CALL SPAY/NEUTER SERVICES LIST
FOR
LA ANIMAL SERVICES SPAY/NEUTER CLINICS, SPAY/NEUTER MOBILE CLINIC
AND SPAY/NEUTER SUPPORT SERVICES**

I. INTRODUCTION

The City of Los Angeles ("City"), Angeles Animal Services ("Department" or "LAAS") is requesting Statements of Qualifications (SOQs) from experienced and qualified veterinary medical clinic operators. The intent is to establish a pre-qualified on-call list of available contractors interested in providing various spay/neuter services for LAAS. Due to the upcoming expiration of existing spay/neuter contracting services, there will be various contracting opportunities to operate on-site animal services center spay/neuter clinics, provide mobile spay/neuter clinic services and provide spay/neuter support services. Contracts will be proposed to and awarded from the established pre-qualified on-call contractor list. Interested Respondents for the pre-qualified on-call contractor list must submit their SOQs in accordance with the requirements set forth in this document.

Only written responses will be considered. Any material submitted will become part of the response, and may be incorporated into a subsequent contract(s) between the City and the selected operator. An original SOQ, including the signed Cover Letter and Exhibits, two (2) complete copies (total of three [3] sets), plus (1) complete PDF copy on compact disc or USB flash drive must be received by **TIME** on **DATE** addressed to:

**LA Animal Services
Attention: Contract Administrator
221 North Figueroa Street, Suite 600
Los Angeles, California 90012**

The PDF copy must be submitted on a medium formatted to be accessed by a PC, Microsoft Windows Operating System. LAAS does not have the resources to retrieve electronic data from media formatted for a Macintosh-based operating system. If electronic files are submitted on media formatted for a Macintosh-based operating system, the submission will be deemed non-responsive.

Questions must be submitted to the Contract Administrator general e-mailbox at ani.contracts@lacity.org. Questions and answers posed to ani.contracts@lacity.org and at the Pre-Submittal Meeting will be posted on the RFQ #XXX site. Any questions regarding mandated City Policies and Programs should be addressed to the City agency responsible for administering them.

The Mandatory Pre-Submittal Meeting schedule is as follows:

**DATE
TIME**

LOCATION

All Respondents submitting an SOQ for this RFQ are required to attend this meeting. Failure to attend this meeting will result in the SOQ being deemed non-responsive.

Definitions

Please see Attachment 6: General Terms and Conditions for definitions related to this RFQ.

II. ABOUT THE DEPARTMENT OF ANIMAL SERVICES

Mission and Goals:

Our Mission

The Department's mission is to promote and protect the health, safety, and welfare of animals and people in the City of Los Angeles.

Our Vision

We envision the day when every pet born is ensured a good home and care all its natural life, and no person is ever endangered by an animal.

Our Values

We value each employee, volunteer and partner contributing to the professional delivery of excellent customer service and the humane treatment of animals, in an atmosphere of open, honest communication, predicated on our respect for and trust in each other. Our values depict the highest standards of:

Respect - We pledge to treat each person thoughtfully, politely and kindly regardless of rank or relationship.

Trust – We strive to conduct ourselves in an honest, ethical, professional and respectful manner in everything we think, do and say, inspiring confidence in our abilities and our honesty.

Open and Honest Communication – We commit to complete transparency in all forms of communication and to carefully listen to the communications of one another.

Customer Service – We pledge to provide our best services to every customer, whether an internal or an external customer, every time.

Humane Treatment – At all times and in all places, we vow to care compassionately, advocate actively and work tirelessly to insure the best possible environment for all animals.

Our Service Theme

Creating a humane LA. We empower our communities to make humane choices.

Services at the Animal Shelters

The Department offers a wide range of programs and services, including pet adoption, licensing, low-cost spay/neuter services, microchipping, foster programs, volunteer programs, permits, prevention of animal cruelty, and community outreach programs. Most of our services and programs are offered through our Animal shelters located

throughout Los Angeles. At the shelters, staff receive stray or surrendered animals, and after an initial check-up, hold the animals for the legally required period of time before placing them up for adoption. The shelters' veterinary staff are in charge of its animals and treats those needing special care. Animal Control Officers respond to public calls and pick up stray and injured animals, wildlife, or animals that may be in danger due to inhumane treatment. Volunteers and staff work together to help pet owners find their missing animal companions or to find new animal companions.

New and Expanded Animal Shelters

With the passage of the City's Proposition F, the Fire and Animal Facilities Bond, Los Angeles voters signaled their support for new, expanded, and modern facilities for animal care and human interaction. Six new or expanded facilities provide community-oriented animal care, a safe environment for animals in the Department's care, and establish community relationships to enhance responsible pet ownership and to increase the number of pets reclaimed by owners or adopted to new homes.

Each new or expanded center features comfortable and safely designed public areas and state-of-the-art veterinary care, examination, and observation spaces. All include a major expansion of dog kennel space and large kitchens for preparing animal meals. They feature "get-acquainted" rooms for cats and outdoor yards for the adopter to get to know dogs and other animals. New spay/neuter clinics are included in five of the facilities, with another one being added to the North Central location. The new outdoor kennels keep animals comfortable with radiant heating built into the concrete kennels for winter and misting systems for hot days, while human visitors enjoy the garden settings of the kennel areas. Large community rooms are used for everything from staff training to community events.

Additional information is available online at: www.laanimalservices.com.

III. SCOPE OF WORK AND CONTRACT EXPECTATIONS

Overview

The LAAS is requesting SOQ submittals from Respondents to provide veterinary medical spay/neuter clinic management services, mobile spay/neuter clinic services, and spay/neuter support services on a pre-qualified on-call basis. The Contractors will primarily provide high-volume spay and neuter services for shelter dogs, cats, and rabbits. The Contractors may also be required to implant microchips in all dogs, cats, and rabbits without microchips at the time of adoption from the shelter. Services will also be rendered to the public who may bring their pets for sterilization and related veterinary medical assistance. The resulting personal services contracts will enumerate the complete list of veterinary services to be provided. Samples of the on-site and mobile spay/neuter contracts are provided as Attachment 2A and 2B, respectively. It is anticipated that a 5-year list comprised of on-call spay/neuter services, on-site spay/neuter operators, and mobile clinic spay/neuter operators will be established. LAAS will re-open the list at the 2 ½ year point to allow for additional Respondents to be added to the list.

The issuing date for the RFQ is **DATE**. A pre-submittal meeting is scheduled for **DATE** at **TIME** at **LOCATION**. The closing date for this RFQ is **TIME** on **DATE**. Responses may be submitted at any time prior to the closing date.

The following LAAS Animal Shelters have on-site spay/neuter clinics:

- East Valley Animal Shelter
- Harbor Animal Shelter
- North Central Animal Shelter (Coming Soon)
- South Los Angeles Animal Shelter
- West Los Angeles Animal Shelter
- West Valley Animal Shelter

Clinic Contractors will provide the appropriate licenses, equipment, materials, supplies, medicines and controlled substances, and staff to operate as a self-contained, fully-equipped spay/neuter on-site clinic and/or mobile clinic(s). Respondents intending to provide mobile spay/neuter services will provide a Department-approved mobile van clinic. The floor plan for each of the on-site clinics are attached to this RFQ as **Attachment 1**.

Insurance

The selected clinic operators will be required to obtain insurance coverage in the following types and amounts as specified by the City Administrative officer's Risk Manager prior to award of a task order under this contract:

• General Liability	TBD prior to contract execution
• Professional Liability:	TBD prior to contract execution
• Workers' Compensation (WC)	TBD prior to contract execution
• Employer's Liability (EL)	TBD prior to contract execution

Insurance requirements, including actual levels of insurance coverage for each required type of insurance may be adjusted for each project task order. Additional coverage may be required on specific project task orders. At the time a task order is issued and prior to the commencement of work, proof of insurance must be provided per Attachment 10 instructions for approval by the City Administrative Officer's Risk Manager.

Minimum Qualifications and Experience Required

Contractors must have a valid California-licensed veterinarian with at least one year of recent experience in high-volume spay/neuter clinics on staff, or have a contract, partnership or similar relationship with a California-licensed veterinarian with at least one year of recent experience in high-volume spay/neuter clinics. Respondents intending to provide mobile spay/neuter services will provide a Department-approved mobile van clinic. Additional information about qualifications and experience is available in **Section VIII & X** of this RFQ.

Billing Processes

Contractors must adhere to LAAS reporting requirements as stipulated in resulting contracts, including but not limited to, invoicing requirements related to the LAAS Vet Portal System located at <https://lacityvet.com/>. Contractors will be provided instructions for submitting invoicing and reimbursement documentation related to Spay/Neuter Vouchers (Discount Coupons, Free Certificates, and Authority for Expenditures) via hardcopy submission and use of the Vet Portal System. Sample instructions have been provided as Attachment 12 to this RFQ. LAAS reserves the right to make necessary amendments and/or adjustments to reporting requirements

Operating Contract Costs

Payments to the contractor will be determined at the time of contract negotiations, but shall not exceed \$500,000 per year. The ability of the Contractor to meet prior contract terms will be considered when determining the funding amount of each contract during future contract the negotiations.

The Department expects the Contractor to make every effort to expend the entire contracted total in performing spay/neuter surgeries. This total shall include both animals provided by the Shelter and animals provided by the public. **No guarantee is given or implied as to the total amount to be paid to the contractor during the term of the agreement. Conversely, additional funding may be available to fund additional surgeries.** The Department recognizes that its subsidy may only fund a portion of the total cost to operate the clinic; it is the Contractor's responsibility to identify other sources of revenues or funding in order to recover the cost of operating the clinic. For example, Contractors who offer additional services to the public may generate additional revenues. Contractors may also seek funding from private sources (donations, grants, etc.).

Each mobile contract amount will be determined based upon the responder's capacity, the number of operators selected, the payment requested for each surgery, Contractor's ability to meet prior contract terms, and other factors in the RFQ response.

LAAS Events

Mobile clinic Contractors will be asked to take part in the Department's various adoption events by locating the mobile clinic at the event to provide its free spay/neuter services. These events include pet adoption weekends, mobile pet adoptions, pet fairs, and super adoption events.

On-site clinic contractors' workloads may increase in the days before or after the Department's various adoption events; Contractors will be expected to make reasonable efforts to accommodate increased workloads and sterilize all shelter animals received. The following is a sampling of some of the pet-adoption events held by the LAAS:

Spay/neuter surgeries performed at LAAS events may be applied to a mobile contractor's total spay/neuter surgery goals.

- Pet Adoption Weekends: Various adoption events can occur monthly at one or more shelter locations organized by the Department with discounts/promotions geared to attract and increase people visiting LA Animal Shelters.
- Mobile Pet Adoptions
Each month, the Department organizes Mobile Pet Adoptions, typically one-day events held on a Saturday or Sunday at a variety of locations in Los Angeles. Typically, about 30 to 40 animals are adopted at these events and hundreds of people are provided with information and messages about animal issues, including spay/neuter information.
- Pet Fairs
The Department holds pet fairs throughout the year, typically in lower-income neighborhoods where free rabies vaccinations are given.
- Super Adoption Events
Super Adoption events are held a few times a year. They are high profile events that are facilitated through partnerships between the Department and rescue organizations. These all-day and multi-day events attract thousands of current and potential pet owners.

IV. FINANCIAL RESPONSIBILITY

The City shall not be responsible in any manner for the costs associated with Respondents' SOQ submissions. The SOQ and all its contents shall become the property of the City upon receipt by the City. The City shall have the right to copy, reproduce, publicize, or dispose of each SOQ in any way the City elects.

V. RIGHTS OF NEGOTIATION, REVISION, WITHDRAWAL, AND REJECTION

The City will negotiate a contract with each Respondent selected for the Pre-Qualified On-Call List. The City reserves the right to revise the RFQ, withdraw the RFQ, reject any response for non-compliance with the RFQ provisions, or not to award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the City. If the RFQ is revised, written revisions will be posted to the Los Angeles Business Assistance Virtual Network (LABAVN) RFQ #XXXX page.

VI. ACCEPTANCE OF TERMS AND CONDITIONS

Submission of a SOQ shall constitute acknowledgement of acceptance of all terms and conditions hereinafter set forth in this RFQ unless otherwise expressly stated herein. All SOQs must be submitted in writing and must include all required documents including forms, appendices, and other specifications.

VII. ASSIGNMENT OF WORK (CONTRACT AWARD AND TERM)

If a Respondent is placed on the on-call list, their availability will be categorized, in random order, into the specific available spay/neuter services as indicated on their SOQ Exhibit B submission. Respondents are to identify the types of spay/neuter services they are able to provide on Exhibit B, such as, on-site clinic operations, mobile clinic operations, and any additional spay/neuter services they specify as available to provide.

In the event of a need for services, a Task Order Solicitation (TOS) will be prepared and issued by the City in one of the following methods:

If the city chooses to issue a TOS to the first Respondent on the established spay/neuter services list, it will open negotiations on the terms for the project regarding the scope of work, deliverables, and schedule. The reimbursable fees for adoption, discounted and free spay/neuter services are non-negotiable and fixed by the Board of Animal Services and Los Angeles City Council. These fixed fees can be found in Attachment 11 for your reference in establishing other fees as indicated above. If an agreement cannot be reached with the first Respondent, the City reserves the right to negotiate with the next Respondent on the list and so on until an agreement is reached. The successful Contractor will then be rotated to the bottom of the list for the purpose of subsequent work assignments.

If a TOS is issued to the first three Respondents on the established spay/neuter services list, responses will be reviewed and rated in accordance with the criteria issued in the TOS. Negotiations will follow in the manner described above for the top Respondent. The city reserves the right to negotiate with the next ranked Respondent and so on until an agreement is reached. The successful consultant will then be rotated to the bottom of the list for the purposes of subsequent work assignments.

If a TOS is issued to the entire list, responses will be reviewed and rated in accordance with the criteria issued in the TOS. The City may exercise its option to shortlist or interview TOS Respondents. Negotiations will follow in the manner described above for the SOQ that represents the best overall value to the City for the requested services. The City reserves the right to negotiate with the next ranked Respondent and so on until an agreement is reached. The successful contractor will then be rotated to the bottom of the list for the purposes of subsequent work assignments.

In certain circumstances, it may be necessary to assign a sole source task order to a Respondent on the pre-qualified on-call list. A sole source proposal may be solicited from the pre-qualified on-call clinic operators only after requesting approval by the LAAS General Manager and the Board of Animal Services Commissioners.

Once an agreement is reached, the City will issue a Notice to Proceed (NTP). No work is authorized until the City issues the Notice to Proceed to the selected Contractor. No guarantee of work is given or implied to any of the clinic operators on the on-call list.

In the case of a declared emergency, the City reserves the right to issue a TOS to the top Respondent regardless of cost.

Once the Department issues a NTP, the resulting contract will be for a term of three-years (with three possible, one-year extensions). The Contract will be subject to review by the City Attorney and the Mayor's Office, and is subject to approval by the Board of Animal Services Commissioners and the City Council prior to Contract execution and start of services. Additional information about the evaluation and award process can be found in Section XX of this RFQ.

VIII. SOQ REQUIREMENTS

Cover Letter

The Cover Letter should include the name, address, and Business Tax Registration Certificate (BTRC) number of the Respondent. It should also include the name and contact information of the person authorized to represent the Respondent and the name of the proposed project coordinator for the duration of the contract.

Statement of Qualifications (SOQ)

The SOQ must include a statement that is genuine, and not a sham or collusive, or made in the interest or on behalf of any person not herein named, and that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a sham SOQ, or any other person, Respondent or corporation to refrain from responding, and that the Respondent has not in any manner sought by collusion to secure for itself an advantage over any other Respondent. If selected, the consultant is prepared to provide all of the services described in the Scope of Work for each project (including identification of each specific on-site clinic[s]) for which an SOQ is submitted.

The SOQ must also include references from previous clients for past work of a similar nature. Provide the names of the clients, the client's contact persons and their telephone numbers, and a description of the project and the work performed. The city reserves the right to contact the clients listed at any time. The SOQ must also include information on the errors and omission (E&O) change order costs for all completed projects for the City within the last five years, or similar projects for other clients.

An organization chart and list of key personnel as categorized below must also be provided accompanied by a listing of the work he/she will perform; academic credentials; professional and/or requisite licensing, and/or certification documents as are required to perform the duties as detailed in the Scope of Work section. It is possible that the staffing requirements will vary from project to project over the duration of the contract. Describe your approach, capability, and flexibility to adjust to varying staffing requirements as the City's needs and policies vary from one project to the next.

The list of key personnel is to be categorized as:

- Executives/Managers
- Licensed Professionals
- Technical Staff
- Other Professional/Accounting Staff

- Administrative/Support Staff

VIV. SUBMITTING AN SOQ

A. Deadline for Submission

To be considered, SOQs, (with required documents attached), must be received by **2:00 p.m. (Pacific Standard Time) on DATE.**

B. Where to Submit your SOQ

Send or deliver submittals in a sealed envelope or box labeled "On-Call Spay/Neuter RFQ." Faxes will not be accepted. Indicate your name and address on the outside of the submittal package and deliver to:

**LA Animal Services
Attention: Contract Administrator
221 North Figueroa Street, Suite 600
Los Angeles, California 90012**

If the Respondent wished to limit the use of confidential financial information (**per the Note in Section VI. B. of this RFQ**), the Respondent may provide two separate electronic copies identifying one as "Original" that contains all financial information, and the other as "Copy-Confidential" that excludes the confidential information. After submission, the Respondent may be required to provide original printed copies of some of the documents electronically submitted as part of the SOQ.

C. Number of Copies (see also Section 1, Page 1)

Please provide:

- one (1) original
- two (2) photocopies with all respective documents plainly identified
- one (1) electronic copy submitted on a CD or flash drive in PDF format

The PDF copy must be submitted on a medium formatted to be accessed by a PC, Microsoft Windows Operating System. LAAS does not have the resources to retrieve electronic data from media formatted for a Macintosh-based operating system. If electronic files are submitted on media formatted for a Macintosh-based operating system, the submission will be deemed incomplete.

D. Miscellaneous RFQ Submittal Terms

All SOQs must adhere to the following:

1. Acknowledgment of Terms and Conditions: An SOQ submitted in response to this RFQ shall constitute acknowledgment and acceptance of all terms and conditions set forth herein. Failure of the successful Respondent to accept these obligations may result in cancellation of the Contract award.

2. The RFQ and the selected SOQ, or any part thereof, may be incorporated into and made a part of the Contract. The City reserves the right to further negotiate the terms and conditions of the Contract with the selected Contractor.
3. All SOQs submitted in response to this RFQ become the property of the City.
4. Prohibition of Communication: During the RFQ process, after the submittal of SOQs, and continuing until a Contract has been awarded, all City personnel involved in the RFQ will be specifically directed against holding any meetings, conferences, or technical discussions with any submitter except as provided in the RFQ. Questions regarding this RFQ should be directed only to the RFQ/ Contract Administrator general email box indicated in Section 1 (Introduction). Failure to comply with this requirement may terminate further consideration of that SOQ.
5. Questions: For questions regarding this RFQ, contact the Contract Administrator at ani.contracts@lacity.org.

X. CONTENTS OF SUBMITTED SOQs

ALL information requested must be included in your submitted SOQ and must include:

- A Cover Letter
- SOQ Check List (Exhibit A)
- Respondent Spay/Neuter Services Availability (Exhibit B)
- Evidence of Financial Capability
- Qualifications and Experience Description
- Proposed Services
- A Business Plan, which includes:
 - ✓ An Operational Plan
 - ✓ A functional element supporting Mayor Garcetti's pLAN for sustainability. <http://plan.lamayor.org/>
 - ✓ A Financial Plan
- Proposed Compensation to the City (if not relevant to the type of service you are proposing – indicate N/A)
- Additional information, if any

A. Cover Letter

The SOQ cover letter must:

- Be from and signed by an authorized representative of the entity indicating intent in providing the requested services;
- Provide the entity's authorized representative's name, title, mailing address, telephone number, email address;
- Include any DBA and other business names associated with the submitting entity;

- Include corporate and/or regional office mailing addresses if different from the authorized representative mailing address;
- Include the company's Business Tax Registration Certificate number.

B. SOQ Checklist (SOQ Table of Contents) – Exhibit A

The SOQ Checklist (Exhibit A) must be used by the Respondent to ensure that all required documents are included in the response and included in the SOQ as the Table of Contents. Respondent must indicate the corresponding page number within the SOQ that corresponds to each item, including all Exhibits, on the SOQ Checklist. The SOQ Checklist/Table of Contents will be used by the Department to verify that all documents listed on the Table of Contents are received when the SOQs are submitted. The evaluators will use the Table of Contents as an organizational reference document and to verify that all documents listed are present. The SOQ Checklist is created by the Department and lists all of the documents that must be completed and returned for the RFQ to be deemed responsive.

C. Evidence of Financial Capability

The number one (1) priority of the on-site clinics is to sterilize Department's animals at the same shelter location where the animals are adopted so the adopter(s) may conveniently pick up the animal(s) after surgery. The mobile clinics will service various locations with the City of Los Angeles and primarily focus on providing low-income residents with resources to spay/neuter services. Projected revenues may not be the best determining factor of a Respondent's demonstrated financial capability. The Respondent is directed to look at other sources of funds to demonstrate sufficient financial capital and capacity to cash flow the operation during the initial startup period and through the entire term of the Contract. The Respondent is directed to provide documentation of internal and external funding sources such as copies of bank statements, partnerships, contributors and donors, letters of credit, letters of intent to fund, etc. The Respondent should also factor in the cost of equipping the clinic, providing adequate administrative and medical staffing, and providing required bonds.

(**Note:** You do not need to submit multiple copies of documentation to demonstrate financial capability. You must include this in your original submittal, but may omit in the copies of your SOQ. Material that is considered confidential should be kept together and clearly marked confidential.)

D. Qualifications and Experience Description

Contractor must have a veterinarian licensed by the California Veterinary Medical Board, and all other necessary staff, such as registered veterinary technicians, etc, will be required to maintain current licenses from the Board of Consumer Affairs, the Drug Enforcement Administration (DEA), and any other regulatory agencies requiring licensure. Immediate written notification to LAAS is required when any staffing changes or losses to personnel with licensing requirements as listed above occur during the RFQ process, prior to the award of a contract, and for the duration of an executed contract. Notification must include updated copies of licenses and certificates for LAAS's files. Include in your SOQ:

- A detailed description of the veterinarian's qualifications and credentials, as well as the qualifications and credentials of key staff;
- Copies of licenses currently held;
- Resumes of key staff; and
- A minimum of three (3) professional references whose relationship has occurred within the past five (5) years and a minimum of one (1) bank reference whose banking services have been provided for or used by the Respondent within the last three (3) years. Include the following for each reference:

PROFESSIONAL REFERENCES	BANK REFERENCES
Company Name	Company Name
Name of Contact	Name of Contact
Title of Contact	Title of Contact
Telephone Number	Telephone Number
Dates and Nature of Relationship	Dates of Banking Services Used

The City may, at its option, contact other known Respondent's business partners for references.

- If applying for the mobile spay/neuter clinic services, provide a description of the Mobile Clinic to be utilized. Include items such as, but not limited to, the following:
 - ✓ Year and make of vehicle
 - ✓ Maintenance history. What are your plans for vehicle maintenance?
 - ✓ Amenities: number of cages (specify indoor/outdoor), capacity, details regarding post-surgical and recovery areas and care, etc.
 - ✓ Fixtures and equipment

Respondents must have at least one year of recent experience; or have on staff a California-licensed veterinarian with at least one year of recent spay and neuter experience. Describe your experience in operating spay/neuter veterinary clinic(s) and/or mobile spay/neuter clinic(s):

- How many clinics have you operated? Mobile clinics or stationary? How many years in each?
- Describe the medical services provided (surgeries, procedures, etc.)
- Describe the volume of services in each given year (number of surgeries, types of animals, etc.)
- Describe experience in performing prepubescent sterilizations on dogs and cats and number of surgeries in each given year.
- Describe how services will be advertised. Provide evidence of past campaigns and data demonstrating a direct correlation of increased customer participation as a result of outreach efforts.
- Describe the resources and strategies implemented in the past to increase public awareness and interest in obtaining free spay/neuter services.

General/Miscellaneous Spay/Neuter Services

The checklist in Exhibit B provides an opportunity for Respondents to identify the types of spay/neuter services they are willing to provide LAAS. If Respondent had indicated an interest in providing spay/neuter services beyond the on-site animal shelter and mobile clinics. Use this section of the SOQ to explain, in more detail, the function and services your company is prepared to offer. Information must include, at minimum, the above bulleted items already outlined in this section as applicable to the additional services beyond on-site animal shelter and mobile clinics.

E. Proposed Services

In addition to required shelter spay/neuter services, indicate all optional services you will provide, if any. Include:

- Fee Schedule
 - ✓ List of services
 - ✓ Price for each service
- Spay/Neuter Service Level Expectations:
 - ✓ Target volume of work
 - ✓ How you expect to meet that target

There is no set contract amount for each contact as it will be contingent on Contractor's proposed number of surgeries and demonstrated ability to perform estimated surgeries.

The reimbursable fees for adoption, discounted and free spay/neuter services are non-negotiable and fixed by the Board of Animal Services and Los Angeles City Council. These fixed fees can be found in Attachment 11 for your reference in establishing other fees as indicated above.

F. Proposed Business Plan

Include a proposed Operational Plan. This must reflect an understanding of the overall goals of the Department and should demonstrate an interest in assisting with the Departments' goals to promote and protect the health, safety and welfare of animals and people in Los Angeles, including achievement of a permanent "No-Kill" policy.

The plan should contain:

- Number of staff, categories of each staff member (veterinary, vet technician, clerical, etc.), and days/hours per week of each staff member.
- Number of days per week and hours per day Respondent is available to operate shelter and/or mobile spay/neuter clinic(s)
- Description of equipment to be used (indicate whether new, used, etc.).
- A plan to track surgeries and other services; describe any software to be used for such tracking.
- A plan to sell dog licenses (\$2 reimbursements to Contractor for each sale).
- Facility maintenance plans and procedures.

- Methods of accounting.
- Advertising and Community outreach plans.
- Customer service:
 - ✓ Proposed hours and days of operation
 - ✓ Added-value services
- Indicate how your operations are environmentally friendly.

Describe the sustainability aspect of your program, if any. The Department strives to operate in an environmentally responsible manner by also reducing use of water, fuel, and electricity, by utilizing energy-efficient and consumption-reducing electronics, and by purchasing sustainable and/or recyclable products made in part or in whole from post-consumer waste. The Department also encourages our private business partners to engage in these environmentally responsible practices by designing an Operation Plan that contains a functional element that supports Mayor Garcetti's pLAN for sustainability (<http://plan.lamayor.org/>).

- Are your operations environmentally sustainable? How?
- Which equipment items of the proposed operation plan are produced in an environmentally sustainable way or are from recycled/recyclable materials? Which electronic equipment items of the proposed operation plan are certified as environmentally energy efficient (EG; Energy Star, epeat, etc.)?
- Are there any changes planned that will increase your efforts of sustainable and environmental operations? If so, include a description and timelines for implementation.

Include a Financial Plan:

- What is your annual operating budget?
 - ✓ Indicate start-up costs
 - ✓ Indicate total expenses
- Other than the Department subsidy, what are your sources of revenue?
 - ✓ List any anticipated sale revenue items.
 - ✓ List any anticipated grants, donations, or private revenue sources (include timelines).
 - ✓ Describe any plans, including timelines, for securing additional funding.
- Provide a projected financial statement, preferably in the form of a spreadsheet, for the operation of the proposed business for three years, showing projected operating expenses and projected revenues. You may indicate categories of services in your projected revenues, as well as categories of projected expenses (e.g. - salaries, supplies, fees, insurance, etc.). You do not need to disclose proprietary or confidential information, but you should demonstrate realistic expectations of revenues and all expenses and demonstrate that you are able to plan a financially viable operation.

H. Additional Information (if any)

Provide any additional information which you feel will further demonstrate your ability to meet or exceed the requirements listed in this RFQ. Any additional information may address:

- Respondent's qualifications and experience
- Proposed methods of providing services
- Community-specific services
- Additional services which are available in addition to those listed in the Agreement (additional methods of accomplishing the Department's goals)
- Bilingual capabilities
- Proper licenses including veterinarian and DEA licenses and permits necessary to operate a spay/neuter clinic
- Explanations of any disciplinary actions, suspensions of license, claims, etc., if any
- Any other information which further demonstrates the Respondent's ability to achieve the Department's goals

If no additional information is to be provided, then state "*No additional information to provide*" in response to this subsection.

XI. COMPENSATION TO THE CITY

City shall pay Contractor for each spay/neuter surgeries for dogs, cats, and rabbits (males and females) from the shelter and those brought in by the public in connection with any of the Department's various sterilization programs, according to the Board-approved fee schedule indicated in the attached Agreement 11. Of this payment, on-site clinic Contractors shall reimburse Department a percentage discount each month following receipt of the payment. Indicate your proposed discount percentage: ____% and what category (adoption, free, and/or discount) the discount will be based upon, if any. Mobile spay/neuter clinics do not reimburse LAAS a discount percentage.

Indicate what percentage of your annual revenue will be comprised of shelter animal spay/neuter surgeries for this contract.

XII. ADMINISTRATIVE REQUIREMENTS

All Respondents seeking to enter into contracts with the City of Los Angeles are required to comply with the City's contracting requirements. These include, but are not limited to:

- The RFQ "Submission Terms," see Attachment 5 at www.labavn.com in the "Additional Documents" Section for this RFQ
- The RFQ "General Terms and Conditions," see Attachment 6 at www.labavn.com in the "Additional Documents" Section for this RFQ
- A functional element supporting Mayor Garcetti's pLAN for sustainability (<http://plan.lamayor.org/>)

Further information on City contract procedures, required documents, and completion and submission requirements will be found online at the City of Los Angeles Business Assistance Virtual Network (BAVN) at: <http://www.labavn.org/>. The Department reserves

the right during the evaluation to request additional information and/or clarification regarding documents submitted in the SOQ.

XIII. MANDATORY PRE-SUBMITTAL MEETING

A Mandatory Pre-Submittal Meeting will be held:

Mandatory Pre-Submittal Meeting
221 North Figueroa Street, Conference Room XX
DATE
TIME

The Mandatory Pre-Submittal Meeting will clarify the contents of the RFQ and serve to discuss the needs of LAAS. City staff will be available to further explain program requirements and other mandated City policies and programs. Attendance at the Mandatory Pre-Submittal is mandatory, those intending to submit an SOQ must have a representative attend on their behalf.

To maximize the effectiveness of the meeting, LAAS requires that Respondents submit technical questions by email to ani.contracts@lacity.org no later than **DATE**. This will enable LAAS staff to prepare responses in advance. Additional questions will be accepted at the Mandatory Pre-Submittal Meeting; however, responses will be deferred and posted to the RFQ page at a later date.

XIV. REVIEW, EVALUATION, AND AWARD

A. Minimum Requirements

1. Review Of SOQs

Staff will review all SOQs to determine if they meet the minimum requirements contained in this RFQ. All Respondents must have, or employ at least one licensed veterinarian with, a minimum of one year of recent relative experience. All SOQs must be complete at the time of submission and include all components. The Department reserves the right to request additional information to clarify a submitted SOQ.

2. Financial Capability

Respondent must demonstrate that it has sufficient financial capability to cash flow the operation during the initial period and through the entire term of the Contract.

Respondents who fail to meet the minimum requirements stated herein, or who fail to demonstrate sufficient financial capability, may be disqualified from further evaluation and may be deemed non-responsive. Respondents who pass the minimum requirements will be further evaluated as follows:

B. Evaluation

A selection panel may be convened to evaluate SOQs, may interview Respondents whose SOQs have met the minimum requirements, and may be asked by the Department to recommend an award of a Contract. Said selection panel may be comprised of Department staff and/or appropriate experts.

SOQs will be rated according to the following criteria:

- Qualifications and Experience
- Proposed Services
- Proposed Business Plan
- Additional Information

Each category will be rated based on a point scale as shown. SOQs will be ranked based on their respective aggregate scores with a perfect score being 100.

<u>Criteria: Qualifications and Experience</u> (30 pts maximum) What has the Respondent accomplished?	Below Average	Average	Above Average	Superior
Relevant experience of Respondent as a group/company/management and veterinary staff	0	1-2	3-4	5
Licenses are current and sufficient for all staff performing surgeries	0	1-2	3-4	5
Proven ability to provide similar spay and neuter services, demonstrated through previous experience, license history, and other facts; experience may be in providing services to the City of Los Angeles, other government agencies, and/or in the private sector	0	1-2	3-4	5
Demonstrates sufficient ability to provide high volume of services	0	1-2	3-4	5
Demonstrates sufficient ability to perform prepubescent sterilizations	0	1-2	3-4	5
References attest to Respondent's ability to perform services	0	1-2	3-4	5

<u>Criteria: Proposed Services</u> (10 pts maximum) What optional services will be performed?	Below Average	Average	Above Average	Superior
Proposed fees for services to the public are competitive	0	1-2	3-4	5
Target volume and approach are aligned	0	1-2	3-4	5

Criteria: Proposed Business Plan (35 pts maximum) How does the Respondent accomplish this?	Below Average	Average	Above Average	Superior
Number of staff is sufficient for planned operating hours	0	1-2	3-4	5
Thorough operating plan (plans for accounting, inventory, staffing, maintenance, etc)	0	1-2	3-4	5
Customer service: hours of operation, locations, added-value services, etc.	0	1-2	3-4	5
Advertising and Community Outreach Plans are thorough and cover all community income levels.	0	1-2	3-4	5
Environmental Plan – Sustainable and Environmentally Friendly	0	1-2	3-4	5
Sources of other revenues are adequate and explicit	0	1-2	3-4	5
3-Year projected financial statement is balanced and adequate	0	1-2	3-4	5

Criterion: Mobile Clinic Description: (15 pts maximum) What will you use to provide the services?	Below Average	Average	Above Average	Superior
Plans for vehicle maintenance are comprehensive	0	1-2	3-4	5
Amenities, fixtures, and equipment are sufficient	0	1-2	3-4	5
Condition of proposed vehicle	0	1-2	3-4	5

All SOQs will be evaluated solely on the basis of the criteria listed above and the ranking of any review panel will serve solely to assist Department staff on evaluating the merits and viability of each SOQ. Staff will independently formulate a recommendation to the General Manager, who will be free to accept or reject the review staff's recommendation and present his/her recommendation to the Board in a Board Report. The Board will consider the General Manager's recommendation during a public Board meeting and may accept or reject the General Manager's recommendation in making their decision as to the selection, stating publicly the reasons for their action. The proposed Contract is subject to review by the Office of the Mayor and the City Attorney, and the approval or rejection by the City Council pursuant to Charter Section 373.

C. Consultant Selection Procedure

SOQs will be initially reviewed by a panel selected by Los Angeles Animal Services. The following criteria will be used in evaluating the Respondents' SOQ to establish which consultants are most qualified for the successful performance of the type of work included in this RFQ. Respondents submitting the highest-rated SOQs may be called for an oral interview to further assess their qualifications. If the consultant has complied with other city requirements, a contract may be negotiated with each successful Respondent and their company placed on the pre-qualified on-call list. For

specific project task orders, proposals will be solicited from the consultants on the list pursuant to the terms of **Section VII**.

Consultants will not be allowed to make any changes to their SOQs between the time of submittal and the time a decision is made by the City on which Respondents are "short listed" for interviews.

D. Contractual Arrangements

The Respondent selected to perform the services outlined in this RFQ will enter into a Contract, approved as to form by the City Attorney, directly with the City of Los Angeles.

E. Verification of Information

The Department reserves the right to verify the information received in the SOQ. If a Respondent knowingly and willfully submits false information or data, the Department reserves the right to reject that SOQ. If it is determined that a Contract was awarded as a result of false statements or other data submitted in response to this RFQ, the Department reserves the right to terminate the Contract.

XV. RFQ SCHEDULE

This schedule indicates estimated dates for the RFQ process. The City reserves the right to adjust this schedule and request for documentation when appropriate.

DATE	DURATION	EVENT
Date the Board adopts Board Report		Release of RFQ to potential respondents
2 weeks after RFQ is released		Pre-submittal meeting
1 week after pre-submittal meeting		Issue addendum in response to pre-submittal meeting, if applicable
8 weeks after RFQ is released		Statements of Qualifications due by 2:00 p.m.
	~6 weeks	Begin SOQ evaluations

This schedule indicates the general TOS process:

DATE	DURATION	EVENT
2 weeks after evaluations are completed		Service lists are established based on Exhibit B submissions
TBD		Department issues a TOS based on service needs
TBD		TOS responses due by 2:00 p.m.
TBD		Begin TOS submissions
TBD		Department issues a NTP

XVI. PROPOSAL PROTEST PROCEDURES

These procedures provide a method for resolving, prior to award, protests regarding the award of personal service contracts by and through the Board of Animal Services Commissioners (Board). These procedures are for the benefit of the city and are not intended to establish an administrative requirement that must be exhausted by the protesting consultant prior to pursuing any legal remedy that may be available. For this reason, no consultant shall have any right to due process, should the City fail to follow these procedures, for any reason within its discretion. However, failure by a consultant to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

- a) A protest relative to a particular Request for Qualification must be submitted in detail in writing and be postmarked within 14 calendar days after the receipt of rejection letter from the City. The day of the rejection letter receipt shall be considered as day one.
- b) All protests must be addressed to:

Los Angeles Animal Services
Attention: Contract Administrator
RFQ Appeal – Spay-Neuter Services RFQ# XXXX
221 North Figueroa Street, Suite 600
Los Angeles, California 90012

- c) Prime consultants are requested to advise their potential sub consultants of this protest period policy. Furthermore, protests against a prime consultant by a sub consultant with a direct financial interest that could be adversely affected by the determination of the protest may be considered by the Board beyond the protest period.
- d) The Board will only consider protests against any consultant who appears to have a substantial and reasonable prospect of receiving a contract if the protest is sustained.
- e) The Board may consider protests from consultants concerning contract compliance matters beyond the protest period. These protests will receive due consideration if the consultant submits the protest in a timely period and such protest affects a consultant who appears to have a substantial and reasonable prospect of being selected if the protest is accepted.
- f) Protests meeting the above criteria will be analyzed and reported upon in a written report to the Board. Protesting parties will be notified of the time and date that the written report will be discussed in a public session of the Board. Protesting parties

will be given the opportunity to present their arguments at the public session of the Board.



City of Los Angeles Department of Animal Services

PERSONAL SERVICES AGREEMENT

WITH SPAY4LA, INC.

For the Operation of a Mobile Spay/Neuter Clinic and Related Veterinary Services

City Contract Number: _____

TABLE OF CONTENTS

I	Representatives of the Parties and Service of Notice	3
II	Term	5
III	Allocation – Maximum Amount of Payment	5
IV	Standard Provisions for City Contracts	5
V	Scope of Services	5
VI	Miscellaneous Provisions	15
VII	Incorporation of Exhibits	16
VIII	Order of Precedence	16
IX	Entire Agreement	16
	Signature Page	17

**PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND SPAY4LA, INC.**

FOR THE OPERATION OF A MOBILE SPAY/NEUTER CLINIC

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into as of (DATE) and between the City of Los Angeles, a municipal corporation ("City"), acting by and through its Department of Animal Services ("Department") and SPAY4LA, Inc., a California nonprofit public benefit corporation ("Contractor"). The City and Contractor may hereafter be referred to as a "Party" and collectively as "Parties."

WHEREAS, the City has found that subsidizing a mobile spay/neuter clinic is a feasible and necessary method of making spay/neuter services accessible to low-income areas of Los Angeles, where the number of intact animals tends to be higher and where there tend to be fewer stationary spay/neuter clinics; and

WHEREAS, the Department has funded this service for years under previous contracts; and

WHEREAS, the Contractor was placed on a pre-qualified list of on-call service providers pursuant to Request for Qualifications ("RFQ") #38862 issued by the Department on February 19, 2020, to solicit such services, Contractor submitted a successful Statement of Qualifications and bid in response to a Task Order Solicitation (TOS) issued by the Department to said list on April 30, 2021, and was authorized to be awarded this Agreement by the Animal Services Board of Commissioners ("Board") at its meeting on September 22, 2020 and approved by the Los Angeles City Council on ____ (C.F. ____); and

WHEREAS, the Contractor will provide free spay/neuter surgeries and other veterinary services for cats and dogs owned by low-income residents in the City of Los Angeles; and

NOW THEREFORE, in consideration of the promises, covenants and representations set forth herein, the Parties agree as follows:

Section I. Representatives of the Parties and Service of Notice

1. The representatives of the Parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

The representative of the City shall be the General Manager of the Department, or that person's authorized representative, as follows:

Annette G. Ramirez, Interim General Manager
Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012
Email: Annette.Ramirez@lacity.org
Email: ani.contracts@lacity.org

The representative of Contractor shall be:

Johnathan Chavez, Secretary
Pam Wilkinson, Clinic Manager
SPAY4LA, Inc.
3000 S. Robertson Blvd., Suite 105
Los Angeles, California 90034
Email: j.chavez@spay4la.org

2. Formal notices, demands, and communications required hereunder by any Party shall be made in writing and communicated by U.S. mail or email.
3. If the name, address, or contact information of the person designated to receive the notices, demands, and communications changes, written notice shall be given to the other Parties within five business days of said change.

4. Definitions

For the purposes of this Agreement, the following words and phrases are defined and shall be construed as hereinafter set forth:

“Day of Operation”

Any day the mobile spay/neuter clinic is open for business as advertised under this Agreement, including spay and neuter days.

“Low-Income Resident”

A City of Los Angeles resident with a household income that does not exceed the applicable United States Department of Housing and Urban Development (HUD) Yearly “Low Income” Limits.

“Neuter” or “Neutering”

The surgical castration of animal testicles.

“Owned Animal”

A cat or dog owned by a member of the public who resides in the City of Los Angeles but excludes any free-roaming cat.

“Spay” or “Spaying”

The surgical removal of animal ovaries and/or uterus, also known as an ovariectomy.

“Sterilization,” “Sterilize” and “Surgery”

The Spaying or Neutering of an animal. All sterilizations shall include: (a) a physical examination of the animal, (b) all vaccines and anesthesia required during hospitalization or before surgery, (c) all after-care including suture removal, licking problems, infections, and other normal procedures.

Section II. Term

Unless terminated earlier as provided herein, the term of this Agreement shall be for three years from _____ to _____, with an option to renew for two additional one-year terms at the sole discretion of the Department. The City intends to exercise the renewal option on the condition that the Contractor's performance reasonably meets the expectations stipulated in this Agreement.

Section III. Allocation – Maximum Amount of Payment

The Department shall allocate a maximum of \$250,000 per each 12-month period of this Agreement. This provision shall not mean that the City is obligated or required to provide the total maximum amount of \$250,000 or any set amount in any Agreement year, or for the full term of this Agreement. Payment for any services under this Agreement is subject to Contractor's compliance with terms and conditions of this Agreement, and also subject to the availability of funds in the Animal Sterilization Fund of the City of Los Angeles and the Contractor's demonstrated capacity to provide mobile spay/neuter services under this Agreement.

Section IV. Standard Provisions for City Contracts

Contractor shall comply with all provisions of the City of Los Angeles' Standard Provisions for City Contracts, (Revised 10/21, v.4), ("Standard Provisions"), which is attached as Exhibit 1 and incorporated and made part of this Agreement.

Section V. Scope of Services

The Contractor shall obtain, operate, and maintain Mobile Spay/Neuter Clinic(s) from which the Contractor will provide free sterilization and related veterinary services for animals owned by Low-Income Residents; will provide all staffing, equipment, and supplies; and will obtain all permits, licenses, and registrations required to operate the Mobile Spay/Neuter Clinic(s). In particular, the sterilization and related veterinary services to be provided are as follows:

A. Sterilization and Related Veterinary Services

1. Surgical Sterilizations

The Contractor shall:

- a.** Perform sterilization surgeries on cats and dogs that are eight weeks and older and weigh two pounds or more.
- b.** Pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
- c.** Other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:
 - The Contractor will conform to all surgical standards as dictated by the California Veterinary Medicine Practice Act (CVMPA).

- Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
- Animals that are pregnant, in estrus, cryptorchidic, or have any other medical condition outside the scope of a healthy animal sterilization, may be surgically sterilized at the discretion of the Contractor's veterinarian.
- Animals of advanced age may require pre-surgical geriatric blood screening. Owners of older animals that may require pre-surgical, geriatric blood screening may be referred to a private veterinarian prior to sterilization at Contractor's discretion.
- If during surgery, the animal is discovered to be already sterilized, the same fee that would have been charged for a standard sterilization shall be charged.
- Provide spay/neuter services at Department sponsored or supported special events.

2. Licensing

The Contractor will make reasonable efforts to assist the Department in its endeavor to license all dogs within its jurisdiction.

The Contractor shall inform dog owners that a license is required by law and encourage and assist owners to obtain a license from the Department. The Contractor shall inform dog owners that their personal and animal information will be provided to the Department.

3. Emergency Medical Treatment

Contractor shall monitor all animals under its care and control for post-surgical complications and shall provide appropriate post-surgery medical treatment to animals in the event of an emergency related to the surgery, at no additional cost to the City or the animal owner, so long as such complications are discovered while the animal is under the Contractor's care and control and are determined to be normally anticipated complications of surgical sterilization. Contractor shall not be liable for complications due to prior illness or conditions that are not directly related to surgical procedures and may charge the owner for such aftercare if these conditions could not have been reasonably determined before surgery. Contractor shall retain responsibility and care for the animal until the complication is abated.

Charges for medical emergency treatment for animals in the care and control of the Contractor but not caused as a result of the sterilization by the Contractor, either by the Contractor or at referred veterinary hospitals that are pre-approved by the Department, may be charged to the pet owner, provided the pet owner has approved the treatment in advance via telephone notification or as described in the Contractor's consent form authorizing spay/neuter surgery.

The Contractor shall provide appropriate medical treatment to animals in the event of medical emergencies for animals in the care and control of the Contractor. The

Contractor will stabilize the animal in the event the animal needs to be transported to another private veterinary hospital, which will be at no additional cost to the City or the animal owner if the emergency is determined to be related to or caused by the sterilization surgery.

Contractor shall provide emergency and afterhours emergency telephone number(s) to pet owners.

4. Care of Animals

Contractor's care of animals in its custody shall be in conformance with all federal, state, and local humane laws and statutes. A California-licensed veterinary technician, or equivalent, shall remain on duty following any procedure performed at the Mobile Spay/Neuter Clinic until each animal's recovery status meets the conditions set forth by the CVMPA to send the animal home with his or her owner, depending on where the animal came from.

5. Release of Animals

All animals shall be released to their owners with post-operative instructions, including emergency telephone numbers. Should complications occur, the Contractor shall retain responsibility and care for the animal until the complication is abated.

B. Operational Requirements

1. Maintaining a Written Protocol of Procedures

Contractor shall maintain at all times an approved written protocol detailing all procedures, including, but not limited to animal handling, vaccination, anesthesia surgery guidelines, and drug inventory. This protocol must be available for review and approval by the Department at the inception of this Agreement and at all times during the term of the Agreement. The Contractor shall post this protocol in a public area viewable to members of the public at the Mobile Spay/Neuter Clinic at all times.

2. Days and Hours of Operation

Contractor shall operate the Mobile Spay/Neuter Clinic an average of two to three days per week, to be scheduled at the Contractor's discretion, and subject to approval or disapproval of Department. Contractor's hours of operation shall be such that members of the public bringing their animals to the Mobile Spay/Neuter Clinic are reasonably accommodated for their time. Contractor shall advertise the days of operation at least one month prior, and publish its scheduled days of operation online and by other appropriate media.

3. Service Locations of Mobile Spay/Neuter Clinic Operations and Adoption Events

The locations of Mobile Clinic operations shall be at the Contractor's discretion, subject to Department approval or disapproval, and shall be primarily in low-income areas within the City of Los Angeles. At least 30 days in advance, the Contractor shall provide the Department with the upcoming month's schedule of dates, locations, and hours of clinic operations. The schedule shall be reported in writing to ani.contracts@lacity.org. Upon

request of the Contractor, the Department may provide to the Contractor, when feasible, data about where services are needed most, which will be helpful to the Contractor to determine service locations. Although the Department shall make its best effort to provide such information within a reasonable time, the Department shall be under no obligation to provide such information. Contractor shall be otherwise responsible for determining and scheduling the dates, locations and times of Mobile Spay/Neuter Clinic operations. The Contractor may be requested by the Department to take part in the Department's adoption events by locating a Mobile Spay/Neuter Clinic at the event to provide its free sterilization services.

4. Vehicle

Contractor shall obtain, operate, and maintain, at its sole cost, vehicle(s) appropriately modified to be the Mobile Spay/Neuter Clinic(s). Contractor shall maintain said vehicle(s) in top working condition at all times, and shall make all reasonable efforts to ensure that at no time are services impacted by failure of a vehicle to be in top working condition. Contractor shall bear all costs of maintenance, including but not limited to, purchasing or leasing, engine maintenance, routine repairs, fuel, parking, and insurance. Contractor shall ensure that all approvals, licenses, or permits required to operate the Mobile Spay/Neuter Clinic(s) are obtained from the proper agencies and valid. Any violation of this provision may cause termination of the Agreement.

5. Equipment and Supplies

Contractor shall obtain, at its own expense, all equipment and supplies to be used in the operation of the Mobile Spay/Neuter Clinic, including all medical supplies, medicines, cleaning agents, microchips, tools, anesthesia machines, autoclaves, and any other necessary tools, instruments, supplies, and equipment. Contractor shall maintain in good working order, at its own expense, all equipment used in the operation of the Mobile Spay/Neuter Clinic, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services.

6. Cost of Supplies, Services, and Personnel

The cost of setting up, staffing, maintaining and performing services under this Agreement shall be the Contractor's sole responsibility.

7. Licenses and Permits

Contractor shall obtain at its own expense, the following licenses and permits:

- A current Veterinary Premise License for the Mobile Spay/Neuter Clinic, naming the Contractor's veterinarian as the Managing Licensee, as required by the California Veterinary Medical Board.
- Current W-9 Form.
- Current Business Tax Registration Certification from the Office of Finance.

- A current Veterinarian License for the Contractor's veterinarian(s), as required by the California Veterinary Medical Board.
- A Controlled Substance Registration Certificate, as required by the U.S. Department of Justice, Drug Enforcement Administration (DEA).
- All other necessary permits to operate the Mobile Spay/Neuter Clinic(s), including current licenses from the Board of Consumer Affairs, and any other regulatory agencies requiring licensure.

All licenses requiring display will be displayed in a designated area as prescribed by law. Copies shall be provided to the Department. Contractor shall maintain all licenses and permits current throughout the term of this Agreement, and shall not begin services under this Agreement until such licenses and permits are obtained. The Contractor will operate the Mobile Spay/Neuter Clinic according to all federal, state, and local laws.

8. Waste Disposal

- Hazardous Waste:** As used in this Agreement, the term "hazardous waste" shall mean any hazardous or toxic substances, biohazards, medical wastes, sharps, hypodermic needles, discarded animal tissues or animal carcasses, or other materials or wastes, used or discarded by the Contractor in connection with its operations, which can damage the environment or be harmful to health. Contractor will be solely responsible for the proper, legal disposal of hazardous waste generated by the Mobile Spay/Neuter Clinic, at its own cost.
- Non-Hazardous Waste:** If the Mobile Spay/Neuter Clinic vehicle is parked overnight at a Department Animal Services Center, non-hazardous waste, such as office waste, paper, etc., may be disposed of using the Animal Services Center disposal bins.

9. Signage

The Contractor shall place on the Mobile Spay/Neuter Clinic, in a prominent location, signage indicating that the Mobile Spay/Neuter Clinic is providing services paid by the City of Los Angeles. Signage indicating that the Mobile Spay/Neuter Clinic is providing services paid by the City may only be utilized and/or displayed when the Contractor is actively performing services as outlined in this Agreement on behalf of the City. Signage may not be utilized and/or displayed when services for the City and/or Department are not being performed.

10. Temporary Overnight Parking at Department Animal Services Centers

Subject to available space, Contractor may be allowed to park the Mobile Spay/Neuter Clinic vehicle overnight at an Animal Services Center's available parking area (public parking or employee parking, etc.). Contractor expressly assumes any and all risk of injury, loss, or damage to person or property, including to the Mobile Spay/Neuter Clinic vehicle, which may result from parking at an Animal Services Center, any condition of the Animal Services Center including ingress and egress through the City property, and releases and discharges the City from any claims therefor. The Department District Supervisor or person in charge shall make a good faith effort to accommodate the

Mobile Spay/Neuter Vehicle Clinic. However, Department staff may prohibit said parking if there is a lack of space or in the case of an upcoming special event, or other specific event that will preclude parking availability. In all cases, no guarantee of parking is expressed or implied.

11. Verification of Pet Owner Income and Residency

To verify that the services provided under this Agreement are provided to Low-Income Residents of the City of Los Angeles, including low-income seniors and low-income disabled residents, Contractor shall establish a protocol to verify pet owner income and residency. Specifically, Contractor shall request each pet owner to provide one of the following documents:

- California Resident Income Tax Return Form 540
- W-2 Income Form
- DWP Lifeline Bill
- Social Security Benefits Statement
- Award letter of the amount of SSI benefits, General Relief, or Cal Works/AFDC
- Southern California Gas Company CARE Program

The pet owner can provide a similar document which shows that the pet owner is a City of Los Angeles resident with a household income that does not exceed the applicable United States Department of Housing and Urban Development (HUD) Yearly “Low Income” Limits. Limits are established annually by HUD for the Income Category Limit of “Low Income.” Combined HOME Income Limits will be modified annually to conform to published HUD figures.

A pet owner who lacks proof of qualification as a Low-Income Resident by the means as outlined above may, in the alternative, fill out, sign, and submit an affidavit provided by the Contractor, in the form approved by the Department, swearing qualifying low-income status and residency within the City of Los Angeles.

C. Fees, Billing, and Record Keeping

1. Fees for Spay/Neuter Surgeries

- a. Fees for each sterilization surgery performed under this Agreement and paid by the Department to the Contractor shall be as follows:

Dog Sterilization	\$125
Cat Sterilization	\$70

- b. Contractor shall not charge or accept any payment, coupons or vouchers from a Low-Income Resident pet owner.
- c. Contractor shall submit invoices and corresponding animal medical records as required documentation for the above services to the Department.
- d. All payments are subject to Department review and approval of Contractor’s documentation and work under City of Los Angeles payment procedures and processes.

- e. Under no circumstance will more than one payment per month be processed under this Agreement.

2. Medical Records

Contractor is required to create a medical record for every animal undergoing sterilization surgery and each medical record shall be given a distinct, individual number. The medical record shall include the following information:

- Owner's name, address, phone number
- Animal's information
 - Breed
 - Sex
 - Age
 - Color
 - Weight
- All vaccines given
- Microchip information (if applicable)

3. Vet Portal

Contractor will be provided a customized online Vet Portal to input owner and animal information from each individually numbered medical record. The Vet Portal will be the contractor's online tracking system for the medical record submission, payment details and reconciliation of their account.

The individual number given to each medical record shall be used as the Vet Portal Animal ID number and will be referenced on the detailed invoice summary for reviewing/auditing payment.

Contractor will be responsible for monitoring all medical records submitted in the Vet Portal to ensure the original has been received by the Department for payment.

Access to the Vet Portal website, user ID and password will be granted upon approval of the agreement.

4. Billings

No later than 45 days after completion of sterilization, Contractor shall bill the Department for services performed under this Agreement by sending an invoice with the corresponding numbered medical records to:

Department of Animal Services
Attention: Accounting Division
221 North Figueroa Street, Suite 600
Los Angeles, CA 90012

Invoices must include the following:

- Date of invoice
- Name, address, and phone number of Contractor
- Invoice number
- Quantity, unit price, and description of each service – categorized by service date
- Reference to this Agreement's Contract Number
- Total amount payable
- Signature of veterinarian
- A statement to certify that sterilizations were performed as indicated and that corresponding proof of sterilization and pet owner's residency/income shall be maintained on file by Contractor (as required below).

Billings received after the 10th of each month will be processed the following month. Billings must be submitted within 45 days of sterilization or they will not be paid by the Department.

Payment will only be issued on those medical record(s) included with that month's billing. If there is a missing medical record, the invoice will be adjusted accordingly and the contractor will be allowed to submit the medical records with the following month's billing.

4. Proof of Sterilizations

Contractor shall retain on file at its facility, and at its own cost, documents which shall serve as proof of sterilization performed on each animal. Said proof of sterilization may be in the form of medical records created by the Contractor, application forms, or other documents normally kept on file by the Contractor which bear the client's and veterinarian's signatures verifying that spay/neuter services have been completed to the pet owner's satisfaction.

5. Proof of Pet Owner Residency and Income Eligibility

To verify that funding for this Agreement is used to subsidize sterilization surgeries for animals owned by Low-income Residents of Los Angeles, as intended, Contractor shall retain, on file at its facility, photocopies of all verification documents required under Section IV(B)(11) of this Agreement.

6. Records Retention and Auditing

Contractor shall retain on file, and at its own cost, all documents generated and maintained under this Agreement, including documents that shall serve as proof of

sterilization and pet owner residency and income, for a minimum of three years. Contractor shall make these documents available for audit upon reasonable request by City personnel anytime during normal business hours. All invoices sent to the Department for payment must be verifiable against these back-up documents retained by Contractor.

If said back-up documents do not match billing or are not available for audit, Contractor shall refund to the Department any amounts previously paid to Contractor and not verified by said proofs of sterilization, with the following exceptions:

- a. Incomplete or mismatched back-up documents: The Department will pay for sterilizations where names or addresses in back-up documents do not match or are not complete, provided the Contractor obtains a reasonable explanation for the discrepancy or missing documents, agrees with the explanation(s) provided, and records the reason(s) in the back-up documents. Examples of "a reasonable explanation" include: recent relocation of household, change in household composition or status, animal license and utility bill listed in names of different members of the same household, owner receives only non-reported income, etc. **In all cases, the owner must provide documents that prove residency within the City of Los Angeles.** Use of this exception shall not exceed 10-percent of all surgeries billed by the Contractor for payment during the audit period. The Contractor shall reject all explanations that are not reasonable.
- b. Absence of back-up documents: The Department will pay for sterilizations where names or addresses cannot be documented, provided the Contractor obtains a reasonable explanation for the lack of matching documents, agrees with the explanation(s) provided, and records the reason(s) in the back-up documents. An example of "a reasonable explanation" for an absence of documents is if a client is homeless or indigent. Use of this exception shall not exceed five-percent of all surgeries billed by the Contractor for payment during the audit period. The Contractor shall reject all explanations that are not reasonable.

D. Spay/Neuter Program Participation

Contractor may only participate in the Department's Spay and Neuter Programs of spaying and neutering dogs and cats eight weeks of age or older through the Department's Letter of Agreement (LOA) Program when there are special spay/neuter events or the Department needs assistance with the Pre-Release Spay/Neuter Program. Participation in the LOA Program is optional and Contractor must adhere to all requirements as stipulated in the LOA. This includes submitting separate billings for this Agreement and the LOA.

The surgeries performed under the LOA will not be applied towards the number of surgeries performed under this contract.

E. Code of Ethics

Contractor shall abide by the following Code of Ethics in providing services under this Agreement.

1. General: The Contractor shall perform services in an ethical and lawful manner. The Contractor shall not utilize medical or surgical techniques that are not approved by the

American Veterinary Medical Association (AVMA) nor perform any services that the City or an animal owner has not authorized.

2. **Communication Guidelines:** Communication with the public shall be conducted in a positive, courteous manner.
3. **Harassment or Abuse:** The Contractor's personnel shall not engage in any conduct which would harass, oppress, or abuse any animal owner, Department staff member, or volunteer in connection with the services provided.
4. **False or Misleading Representations:** The Contractor's personnel shall not use any false, deceptive, or misleading representation with regards to the services provided.
5. **Treatment of the Public:** Contractor's personnel shall at all times treat the public with the utmost courtesy.

F. Quality Control

1. Contractor Employee Acceptability

The Contractor shall, upon reasonable request of the Department, immediately remove and replace any of its employees, independent contractors, or students who violate the terms and conditions of this Agreement.

2. Quality Control Plan

Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of this Agreement are met. Elements to track may include but are not limited to: (a) number of sterilizations performed; (b) sterilizations sorted by animal, by type of sterilization, and by size of animal; (c) number and type of other services performed; (d) number of emergencies; (e) emergencies sorted by animal, by type of emergency; and, number of animals sent to private veterinarians for emergencies; and (f) mortalities sorted by animal, type, sex, and size; (g) identification of licensed veterinarian for all procedures.

A copy of Contractor's Quality Control Plan shall be provided to the Department Contract Administrator for review and approval on this Agreement start date and as changes occur. A monthly report with the above information shall be submitted to ani.contracts@lacity.org for review.

3. Quality Assurance

The Department will evaluate the Contractor's performance using such procedures as may be necessary to ascertain Contractor compliance with this Agreement including, but not limited to, on-site inspections, photographing interior of the Mobile Spay/Neuter Clinic, and written reports by Department veterinary or contract administration staff; qualified outside inspectors may also be used. The Contractor shall be required to immediately correct all deficiencies found by the Department. Site visits should be made with reasonable advance notice, if appropriate. The Department reserves the right to make unannounced visits if circumstances warrant.

4. Performance Evaluation Meetings

The Contractor shall meet with the Department quarterly, or as otherwise agreed, to discuss the Contractor's operations and assess the Contractor's capacity to provide the required services for the Department, to discuss the services provided, and other matters of mutual interest.

5. Adequate Stock

Contractor shall maintain an adequate stock of all supplies and materials required for the performance of services, such as drugs, medical supplies, general office maintenance supplies, and clerical supplies, so that services are not unreasonably impacted by a lack of supplies.

6. Reporting Requirements

The Contractor shall provide to the Department monthly reports by the 10th day after the end of the month that summarizes the services provided by the Contractor under this Agreement. The information shall include but is not limited to, the number of surgeries performed daily on dogs and cats including the number of surgical complications (including unexpected or unintended animal deaths) reported each month and how each case was resolved. Reports are to be submitted along with the monthly invoices.

7. Reporting of Unexpected Animal Deaths

The Contractor shall report to the Department any unexpected deaths of animals under the care and control of the Contractor, within two business days of the death, by submitting a completed Incident Report, attached hereto as Exhibit 2.

Section VI. Miscellaneous Provisions

A. Insurance

All required insurance will be maintained in full force for the duration of Contractor's business with the City. Contractor shall provide at least 30 days' prior written notice directly to the City if it anticipates or receives notice that any required insurance policy will be cancelled or materially reduced, for any reason including the impairment of an aggregate limit due to prior claims. Evidence of coverage shall be provided according to the City's "Instructions And Information On Complying With City Insurance Requirements," included in Exhibit 1. Contractor's insurance shall be approved by the City of Los Angeles, City Administrative Officer, Risk Management Division, prior to start of services. Failure to maintain adequate insurance as approved by the City's Risk Manager shall be a breach of the Agreement and failure by the Contractor to reinstate the required insurance may be grounds to terminate the Agreement upon 15 days written notice to Contractor.

B. Audits

City reserves the right to audit performance of Contractor pursuant to the terms of this Agreement and of a time and frequency at the sole discretion of City. Should City determine Contractor's performance, including Contractor's ability to utilize funds provided under this Agreement, does not meet expectations of the City as stipulated in Agreement, City

reserves the right to renegotiate terms of this Agreement including but not limited to level of services provided by Contractor to City and/or maximum payment amount allocated to Contractor. City also reserves the right to terminate this Agreement, based on its findings resulting from audits, by providing 30 days written notice to Contractor.

Section VII. Incorporation of Exhibits

Contractor shall comply with all of the City's contracting requirements, including affirmative action and non-discrimination and proof of insurance, subject to City approval. The following Exhibits are hereby incorporated into and made part of this Agreement:

- Exhibit 1 – Standard Provisions for City Contracts (Revised 10/21 [v.4])
- Exhibit 2 – Incident Report

Section XIII. Order of Precedence

In the event of any inconsistency between the provisions of this Agreement and/or the Exhibits, the inconsistency shall be resolved by giving precedence in the following order:

1. This Agreement
2. Exhibit 1 - Standard Provisions for City Contracts (Revised 10/21 [v.4])
3. Exhibit 2 - Incident Report

Section IX. Entire Agreement

This Agreement, including Exhibits 1 through 2, constitutes the full and complete understanding between the Parties and shall be construed and interpreted under California law and venue in any dispute shall be in the County of Los Angeles.

[Signature Page Follows]

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

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

**The City of Los Angeles,
Department of Animal Services**

By _____
Annette G. Ramirez, Interim General
Manager

Date _____

**APPROVED AS TO FORM:
Michael N. Feuer, City Attorney**

By _____
Steve R. Houchin, Deputy City Attorney

Date _____

**ATTEST:
Holly L. Wolcott, City Clerk**

By _____
Deputy City Clerk

Date _____

CONTRACTOR – SPAY4LA, INC.

By _____
Erika Brunson, President

Date _____

(second signature required of corporations)

By _____
Jonathan Chavez, Secretary

Date _____

Los Angeles City Business Tax License Number 0002722603-001-6

IRS Taxpayer Identification Number _____

Exhibit 1

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9

TABLE OF CONTENTS (Continued)

PSC-23	<u>Insurance</u>	9
PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>COVID-19</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: Request For Qualifications

Date: 2/3/2020

Agreement/Reference: Operation of a Spay/neuter mobile clinic within Los Angeles

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

Limits

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

WC *Statutory*

EL 1,000,000

☒ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

✓	General Liability	1,000,000
---	-------------------	-----------

☐ Products/Completed Operations☐ Sexual Misconduct

☐ Fire Legal Liability _____

<u>✓</u>	Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	1,000,000
----------	--	-----------

✓ Professional Liability (Errors and Omissions)	1,000,000
--	-----------

Discovery Period _____

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

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood

Builder's Risk

Earthquake

I

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: Provided to: Christina Gomez, Animal Services

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

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

City of Los Angeles Department of Animal Services

Incident Report

EXHIBIT 2

This report is to be completed by the Veterinarian and/or Managing Licensee of the facility when, as a result of treatment and/or surgery, there is a patient complication and/or mortality. Complications may include, but are not limited to, additional monitoring of an animal beyond the general standard norm, non-standard over-night hospitalization and/or treatment, emergency care, excessive bleeding, hematoma, and swelling.

Reports must be completed and a copy submitted to the Department of Animal Services' Administrative Office no later than 2 business days after the incident occurrence to ani.contracts@lacity.org.

Clinic/Facility Name: _____

Name of Veterinarian: _____

Telephone: _____

Date of Report: _____

Date Incident Occurred: _____

Animal ID #: _____ Sex: _____
Breed: _____ Age: _____

Client/Owner Name: _____

Client/Owner Telephone: Home _____

Work _____

Cell _____

Was a physical exam performed prior to incident? Yes _____ No _____

If yes, please note any abnormal findings: _____

Please give a brief description of the incident including how the incident was resolved (if applicable). Use additional pages as necessary.

Certification of Person Completing This Report

I certify, under penalty of perjury, that the information contained herein is true and correct to the best of my knowledge.

Signature: _____

Print Name: _____ Date: _____

City of Los Angeles Department of Animal Services

Incident Report

For LAAS Use only**Received by:**

Contacted Owner []	Contacted Hospital []	Incident Closed []	Forwarded for Investigation []
Died during pre-op: []	Animal Escaped []		
Died during surgery: []	Animal Injured []		
Died during recovery: []	Animal Bit Human []		
Fee Issue []	Animal Bit Animal []		

Notes: