

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

March 27, 2025

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **AWARD OF SIX CONTRACTS FOR THE ACQUISITION OF LIBRARY MATERIALS AND SERVICES**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners (Board):

1. Award contracts, substantially in the form on file in the Board Office, to six contractors for the acquisition of library materials and services as listed below:
 1. Baker & Taylor, LLC
 2. Brodart Co.
 3. Children's Plus, Inc. DBA Libraria
 4. Ingram Library Services LLC
 5. Midwest Library Service Inc.
 6. Midwest Tape, LLC
2. Authorize the Board President and the Board Secretary to execute the six contracts upon completion of all required approvals.
3. Adopt the attached Resolution regarding the award and execution of the six contracts between the Library and the six contractors to provide library materials and services.
4. Authorize the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the contracts.

B. BACKGROUND:

1. The Library requires the services of qualified entities to ensure the timely acquisition of books, non-book materials, and audio/visual materials for adults, young adults and children. The Library also requires qualified entities to provide a wide range of cost-effective services, as well as a selection of tools, physical processing, cataloging, and other value-added services.

2. On November 14, 2024, the Board approved a Request for Qualifications (RFQ) for the Acquisition of Library Materials and Services. The RFQ was released on November 15, 2024 and a pre-proposal conference was held on December 18, 2024.
3. On January 31, 2025, the Library received six proposals. Library staff reviewed the proposals and found all the proposals to be responsive to the RFQ requirements. A panel of Library employees reviewed and evaluated the proposals and determined that the six proposals fit the needs of the Library.
4. The term of the proposed contracts will be for three years. No minimum amount of work or compensation is guaranteed and all work will be performed on an as-needed and as-requested basis.
5. Staff will ensure that the required compliance documents are completed and submitted prior to the execution of the contracts. The contracts have been reviewed by the City Attorney and are ready to be transmitted for processing.

Attachments

Project Managers: Jené Brown, Director of Emerging Technologies and Collections
Catherine Royalty, Principal Librarian

Prepared by: Claudia Aguilar, Senior Management Analyst

Reviewed by: Madeleine M. Rackley, Business Manager
Susan Broman, Assistant City Librarian

March 27, 2025

LIBRARY RESOLUTION NO. 2025-__ (C-__)

WHEREAS, The Library requires the services of qualified entities to ensure the timely acquisition of books, non-book materials, and audio/visual materials for adults, young adults and children. The Library also requires qualified entities to provide a wide range of cost-effective services, as well as a selection of tools, physical processing, cataloging, and other value-added services; and

WHEREAS, on November 14, 2024, the Board of Library Commissioners (Board) approved a Request for Qualifications (RFQ) for the acquisition of library materials and services. The RFQ was released on November 15, 2024 and a pre-proposal conference was held on December 18, 2024; and

WHEREAS, on January 31, 2025, the Library received six proposals. Library staff reviewed the proposals and found all six proposals to be responsive to the RFQ requirements. A panel of Library employees reviewed and evaluated the proposals and determined that all six proposals fit the needs of the Library; and

WHEREAS, on March 27, 2025, the Board approved the award of six contracts for the acquisition of library materials for the Library on an as-needed and as-requested basis to Baker & Taylor, LLC, Brodart Co., Children's Plus, Inc. DBA Libraria, Ingram Library Services LLC, Midwest Library Services Inc., and Midwest Tape, LLC:

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian's Board Report and authorizes the award and execution of the six contracts listed on the report to provide for the acquisition of library materials and services for the Library on an as-needed and as-requested basis; and

FURTHER RESOLVED, that the Board hereby authorizes the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the contracts.

This is a true copy:

**CONTRACT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
NAME OF ORGANIZATION
FOR
THE ACQUISITION OF LIBRARY MATERIALS AND SERVICES**

This Contract is entered into by and between the City of Los Angeles, a municipal corporation (City), acting by and through its Board of Library Commissioners (Board), and *NAME OF ORGANIZATION* (Contractor). The City and the Contractor may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Library Department (Los Angeles Public Library or Library) seeks an agreement with a qualified and experienced organization to ensure the timely acquisition of books, non-book materials, and audio/visual materials, for adults, young adults, and children;

WHEREAS, the Library requires the services of the Contractor to provide such services, as well as a selection of tools, physical processing, cataloging, and other related services;

WHEREAS, on November 14, 2024, the Board approved the release of a Request for Proposals for the Acquisition of Library Materials and Services (RFP) to enter into multiple contracts with qualified entities to provide library materials and related services (Library Resolution No. 2024-38 [C-34]);

WHEREAS, the Library released the RFP on November 15, 2024, and received six proposals on January 31, 2025;

WHEREAS, Library staff reviewed the proposals and found all to be responsive to the RFP submittal requirements and to meet the needs of the Library; and

WHEREAS, on March 27, 2025, the Board approved the award of a contract with the Contractor to provide library materials and related services (Library Resolution No. 2025-XX).

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties agree as follows:

1.0 CONTENTS AND ORDER OF PRECEDENCE

This Contract contains the full and complete contract between the Parties and supersedes any prior representation, understanding, communication, commitment, agreement, or proposal, oral or written. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify the terms and conditions of this Contract. This Contract consists of the following documents, listed in order of precedence should there be any conflicting provisions:

- 1.1 The Contract;
- 1.2 Standard Provisions for City Contracts (Rev. 1/25 [v.2]) (Exhibit A); and
- 1.3 Discounts and Fees (Exhibit B).

2.0 **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as required by the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) (Exhibit A).

3.0 **TERM OF CONTRACT**

The term of this Contract shall be for three years and shall be subject to earlier termination by the Library. The term shall begin upon the date of execution of this Contract.

4.0 **SCOPE OF WORK**

The Contractor shall provide library materials including books, non-book materials, and audio/visual materials for adults, young adults, and children. The Contractor shall also provide related services, including: a selection of tools, physical processing, cataloging, and other related services such as web-based bibliographic records, selection lists, and other selection tools, electronic transmission of orders and selection lists, electronic order confirmation and order status updates and electronic invoices via efficient and up-to-date interfaces with The Library Corporation's CARL X, the Integrated Library System (ILS) used by the Library and shelf-ready item services including, RDA level OCLC MARC records, item linking, and physical processing (including spine labels for both book and non-book items) as outlined in Exhibit B.

5.0 **PROJECT SELECTION PROCESS**

The Library will use the following process to select a contractor for specific services, on an as-needed basis:

- 5.1 Once the Library has identified the materials it requires, the Library will review each contractors' online catalogs to determine the price, availability, and delivery time. The Library will then evaluate and score the materials offered by each contractor using the following criteria:

CRITERIA CATEGORY	MAXIMUM POINTS
Price	20
Availability	40
Delivery Time	40
TOTAL	100

- 5.2 The Library will select the contractor whose materials have the highest score.

6.0 RATIFICATION

At the request of the Library, and because of the urgent need to provide the services described in this contract, Contractor may have begun performance of services required hereunder prior to the execution of this Contract. By its execution, the Library hereby accepts such services from Contractor subject to the terms, covenants, and conditions of this Contract and Contractor's performance of such services.

7.0 PAYMENT

7.1 The Contractor shall not incur any costs (e.g., for labor, equipment, materials, or other expenses), and the Library shall not be liable for costs or reimbursement of costs incurred by the Contractor, without the prior written approval of the City Librarian or designee.

7.2 The total payment from the Library to the Contractor for services performed and materials acquired through this Contract will not exceed \$3,000,000 per fiscal year (July 1-June 30). No minimum amount of work or payment is guaranteed.

8.0 BILLING AND INVOICES

8.1 The Contractor shall submit itemized invoices to the Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld.

8.2 To ensure that services provided are measured against the services detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. The Contractor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:

- a) Name and address of the Contractor
- b) Name and address of the City Department being billed (Library Department)
- c) Date of invoice and period covered
- d) Contract Number or Authority Number
- e) Description of completed task and amount due for task
- f) Remittance address

8.3 All invoices shall be submitted on the Contractor's letterhead and contain the Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Invoices shall be submitted to the Library by the Contractor within 30 days of service or monthly, whichever is sooner. Invoices are considered completed when appropriate documentation or services provided are signed off as

satisfactory by the Library Representative. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform the Contractor of any defect within 10 business days of receipt of the invoice from the Contractor, and the Contractor shall have five business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than 60 days after receipt by the Library.

- 8.4** Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The Library will not compensate the Contractor for costs incurred in invoice preparation. The Library may make written requests for changes to the content and format of the invoice and supporting documentation at any time. The Library reserves the right to request additional supporting documentation to substantiate costs at any time. Invoices shall be submitted via electronic mail to the Library Representative listed in Section 10.0 ("Contract Representatives") of this Contract, or via hard copy to:

Los Angeles Public Library
Attention: Catherine Royalty
630 West 5th Street
Los Angeles, CA 90071

- 8.5** Failure to adhere to these procedures may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, and equipment received by any City office or department. The Controller must approve demands before they are drawn on the Treasury.

9.0 OWNERSHIP

All documents and records provided by the Library to the Contractor shall remain the property of the Library and must be returned to the Library upon termination of this Contract or at the request of the Library. The provisions of this article shall survive the termination of this Contract.

10.0 AMBIGUITY

Any ambiguity in this Contract shall not be interpreted against any one Party by virtue of that Party being the drafter of the Contract.

11.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and the Contractor shall notify, in writing, the other Party of any changes in the following information within five working days of such change.

CONTRACTOR'S REPRESENTATIVE

Name:
Title:
Address:

Telephone:
Email:

LIBRARY'S REPRESENTATIVE

Name:
Title:
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-XXXX
Email: NAME@lapl.org

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

If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice must be provided as described in this Contract, within five business days of such change.

12.0 INDEPENDENT CONTRACTOR

The Contractor's relationship to the Library in the performance of this Contract is that of an independent contractor and not as an agent or employee of the City. Therefore, neither the Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, workers' compensation, pension, or any other City benefits. The Contractor's personnel performing services under this Contract shall at all times be under the Contractor's exclusive direction and control and shall be employees or subcontractors of the Contractor and not of the City. Further, the Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Contract and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

13.0 RETENTION OF RECORDS

Except as otherwise expressly directed by the City, the Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Contract, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than 48 months following final payment made by the City hereunder, the expiration date of this Contract, or the termination date of this Contract, whichever occurs last. Records will be subject to examination and audit by authorized the City

personnel or by the City's representative at any time during the term of this Contract or within the 48 months following the final payment made by the City hereunder, the expiration of this Contract, or the termination date of this Contract, whichever occurs last. The Contractor shall provide any reports requested by the City regarding performance of the Contract.

14.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third-party beneficiary in any subcontractor. No privity is created with any subcontractor by this Contract. Even if the Contractor uses subcontractors, the Contractor remains responsible for complete and satisfactory performance of the terms of this Contract.

15.0 CONFIDENTIALITY

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to the Contractor by the City, and other documents to which the Contractor has access during the term of this Contract are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Contract, the City's Confidential Information shall be considered and kept as the private and privileged records of the City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of the City or as required by law.

16.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

The Contractor shall refer all inquiries from the news media relating to this Contract or the Contractor's services hereunder to the Library, and shall immediately contact the Library to inform the Library of the inquiry. The Contractor shall comply with the procedures of the City's Public Affairs staff regarding any communication with the news media relating to this Contract or the Contractor's services hereunder.

17.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that the requirements of Sections 15.0 ("Confidentiality") and 16.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Contract.

18.0 CONTINUED REQUIREMENTS

The requirements of Sections 15.0 ("Confidentiality"), 16.0 ("Contractor's Interaction with the Media"), and 17.0 ("Requirements Apply to all Subcontractors") survive termination of the Contract.

19.0 NON-EXCLUSIVE CONTRACT

Nothing in this Contract shall be construed to mean that the Contractor providing services to the Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other contractors during the term of this Contract, and therefore the Library can

neither estimate nor guarantee the volume or amount of work to be received by the Contractor under this Contract.

20.0 BORDER WALL BID DISCLOSURE

The Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." The Library may terminate this Contract at any time if the Library determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampla.org.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT NO. _____

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

THE CITY OF LOS ANGELES,
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By _____
VALERIE LYNNE SHAW
President
Board of Library Commissioners

Date _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City
Attorney

By _____
JOSHUA M. TEMPLET
Deputy City Attorney

Date _____

ATTEST:

By _____
RAQUEL BORDEN
Secretary to the Board

Date _____

CONTRACTOR
[Contractor Name]

**Approved Signature Methods:*

1) *Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*

2) *One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign*

By _____
[Name]
[Title]

Date _____

By _____
[Name]
[Title]

Date _____

ATTEST:

PETTY F. SANTOS, Interim City Clerk

By _____

Date _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **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, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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)	
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
	WC _____ Statutor y EL _____
General Liability	
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/>	<input type="checkbox"/> Sexual Misconduct _____
Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	
Professional Liability (Errors and Omissions)	
Discovery Period _____	
Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/>
Pollution Liability	
<input type="checkbox"/>	
Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
Crime Insurance	
Other: _____ _____ _____ _____	

DISCOUNTS AND FEES

Turn-Around Time

Average turn-around time (including physical processing of materials) for:

1. Rush orders	Shipped in 1–2 business days (product only)
2. In-stock items	Shipped within 10–14 days of creation of the order in Baker & Taylor's system
3. Items that must be obtained from publishers	Shipped within 10–14 days of receipt of material from publisher/manufacturer

Discounts and Terms:

The vendor shall be responsible for applying accurate taxes and applicable processing fees as specified below.

Each tax and fee to be paid by LAPL is listed as a separate line item. The vendor shall be responsible for the payment of business registration fees, permits, licenses, business and occupation taxes, and all other taxes except California state sales tax, which LAPL will pay to the vendor.

The following are the **flat** discounts to the Manufacturer's Suggested Retail Price (MSRP) offered to LAPL for the following binding/publisher categories for book materials and formats for non-book materials in each category:

TYPE	% MSRP DISCOUNT
Trade Hardcover Books	47.0%
Trade Quality Paperback Books	40.0%
Mass Market Paperback Books	40.0%
Trade University Press Books	15.0%
Non-Trade University Press Books	15.0%*
Short Discount Books (technical, textbook, reference, small press)	15.0%*
Publisher Reinforced Binding Books	40.0%
Publisher Library Binding Books	23.0%
DVD	26.0%
Music CD's	15.0%
Spoken Word Audio (unabridged editions on CD)	45.0%**

*Titles which receive minimal publisher discount will be invoiced at list price. Titles where Baker & Taylor receives no discount from the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.

**Approximately 92% of Spoken Word Audio materials fall into Category XII. The remainder of Spoken Word materials may be classified as Category I, VII, VIII, IX, X or XI. Discounts for these items are based on the categories as described on pages 6–7 of this exhibit.

Processing Fees:

Hardcover and Paperback Book Processing Services:

Description of Service	Charge/ Cost per unit*
Mylar plastic jacket for hardcover books with dust jackets.	Included in flat fee
Date Stamp (date book is processed) for all books	Included in flat fee
Barcode label for all books (Note: Barcode numeric ranges are supplied by LAPL).	Included in flat fee
Numeric call number or alpha genre code spine labels.	Included in flat fee
Numeric call number or alpha genre code label on title page.	Included in flat fee
Genre labels on selected children's and teen titles. (Note: LAPL will designate Demco label).	Included in flat fee
Books with accompanying discs should have disc placed in a clear, self-adhesive sleeve affixed to the inside back cover of the book.	Included in flat fee
Standard 3M or Checkpoint theft detection	Included in flat fee
LAPL agency property stamp	Included in flat fee
LAPL agency property label on first page	Included in flat fee
Creating a MARC bibliographic record customized to LAPL's specifications listed in Attachment E	Included in flat fee
Accessing LAPL's CARL.X system via Z39.50 and transmitting MARC and/or item records for materials ordered via FTP	Included in flat fee

*Flat fee for all above services, if applicable:

Hardcover processing per unit (Z39.50) \$3.99/unit

Hardcover processing per unit (working live) N/A

Paperbacks processing per unit (Z39.50) \$3.99/unit

Paperbacks processing per unit (working live) N/A

Note 1: As a current vendor, Baker & Taylor will continue to utilize the Z39.50 protocol for the Los Angeles Public Library.

Pre-binding for Paperbacks:

Description of Service	Charge/ Cost per unit
PawPrints Editions	Varies; 15.0% discount
Laminate Paperback Covers:	
10 Mil	\$2.29/unit
7 Mil	\$2.15/unit

Music CD Processing Services:

Description of Service	Charge/ Cost per unit**
Place music CD's in locking case compatible with <i>One-Time</i> brand decoupler	Included in flat fee
Affix or print rectangular barcode label on cover art insert (Note: LAPL supplies barcode numeric ranges)	Included in flat fee
Affix or print LAPL property label to front cover art insert	Included in flat fee
Affix LAPL property hub label including item barcode info to disk	Included in flat fee
Affix or print call number spine label to cover art insert	Included in flat fee
Affix or print "Case Locked. Please take to check-out desk" label to cover art insert	Included in flat fee
Creating a MARC bibliographic record customized to LAPL's specifications listed in Attachment E	Included in flat fee
Accessing LAPL's CARL.X system via Z39.50 and transmitting MARC and/or item records for materials ordered via FTP	Included in flat fee

Note: Music CD sets with more than two discs or which otherwise will not fit in single or double *One Time* locking cases would be sent to the library unprocessed.

**Flat fee for all the above services, if applicable:

Music CD processing per unit (Z39.50) \$5.99/unit

Music CD processing per unit (working live) N/A

Note 2: As a current vendor, Baker & Taylor will continue to utilize the Z39.50 protocol for the Los Angeles Public Library.

DVD Processing Services:

Description of Service	Charge/ Cost per unit***
Place DVD(s) in <i>One-Time</i> locking case with full sleeve.	Included in flat fee
Affix or print rectangular barcode label on cover art insert (Note: LAPL supplies barcode numeric ranges).	Included in flat fee
Affix or print LAPL property label on front cover art insert.	Included in flat fee
Affix LAPL property hub label including item barcode info to disk	Included in flat fee
Affix additional label with eye-readable item barcode to disk	Included in flat fee
Affix or print call number spine label to cover art insert	Included in flat fee
Affix or print "Case Locked. Please take to check-out desk" label to cover art insert	Included in flat fee
Affix or print spine label with first two letters of the title to cover art insert	Included in flat fee
Affix or print spine label with DVD title to cover art insert	Included in flat fee
Creating a MARC bibliographic record customized to LAPL's specifications listed in Attachment E	Included in flat fee
Accessing LAPL's CARL.X system via Z39.50 and transmitting MARC and/or item records for materials ordered via FTP	Included in flat fee

***Flat fee for all the above services, if applicable:

DVD processing per unit (Z39.50) \$5.99/unit

DVD processing per unit (working live) N/A

Note 3: Cataloguing/processing services are not available for Disney titles (Buena Vista Home Entertainment).

Note 4: As a current vendor, Baker & Taylor will continue to utilize the Z39.50 protocol for the Los Angeles Public Library.

Spoken CD Processing Services:

Description of Service	Charge/Cost per unit****
Place discs in <i>Sound Safe</i> -type/heavy duty case so that entire title is packaged in one case.	Included in flat fee
Affix or print rectangular barcode label on the cover art insert (Note: LAPL supplies barcode numeric ranges).	Included in flat fee
Affix or print LAPL property label to front cover art insert.	Included in flat fee
Affix or print call number spine label to cover art insert.	Included in flat fee
Affix LAPL property hub label including item barcode info to all disks	Included in flat fee
Creating a MARC bibliographic record customized to LAPL's specifications listed in Attachment E	Included in flat fee
Accessing LAPL's CARL.X system via Z39.50 and transmitting MARC and/or item records for materials ordered via FTP	Included in flat fee

****Flat fee for all the above services, if applicable:

Spoken CD processing per unit (Z39.50) \$6.25/unit

Spoken CD processing per unit (working live) N/A

Note 5: Due to publisher restriction, scanned artwork is not available for titles issued by Blackstone Audio.

Note 6: As a current vendor, Baker & Taylor will continue to utilize the Z39.50 protocol for the Los Angeles Public Library.

EXHIBIT B****Spoken Word Audio Category Discounts**

Product Category	Price Indicator	Discount
I. Adult Trade Hardcover Editions	01 - (zero one) (Adult Hardcover Trade Editions) C - (Hardcover Computer Books)	01 = 47.0 % C = 47.0 %
VII. Publisher Library Editions	Z	Z = 23.0 %
VIII. University Press Trade Editions	A	A = 15.0 %
IX. Text, Technical, Reference, Small Press, Titles of Limited Demand, and certain Adult Trade and Juvenile Trade Hardcover Editions	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press, publishers whose titles have limited sales volume, and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press, publishers whose titles have limited sales volume, and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles) 02 (zero 2) - Adult Trade Hardcover Editions having below average publisher list price titles in Category I J2 - Juvenile Trade Hardcover Editions having below average publisher list price titles in Category II	S = 15.0 % X = 15.0 % N = 0.0 % (b) L = 15.0 % (c)(d) 7 = 47.0 % (d) M = 15.0 % (c)(d) 1 = 40.0 % (d) T = 0.0 % U = 15.0 % V = 15.0 % W = 0.0 % 4 = 15.0 % Letter O = 15.0 % 5 = 0.0 % 6 = 15.0 % 8 = 15.0 % 02 = 15.0 % J2 = 15.0 %

EXHIBIT B

X. Imported English and Non-English Language Editions	F/K/3	F = 0.0 % K = 15.0 % 3 = 0.0 %
XI. Enhanced Service Program Titles	Y/Q	Y = 0.0 % (e) Q = 0.0 % (e)
XII. Spoken Word Audio	H	H = 45.0 %

Category Definitions**I. Adult Trade Hardcover Editions (Price Indicators 01, C)**

High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal, and may include some spoken word audio materials and computer books. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in major warehouses). See also Product Category IX for exceptions.

VII. Publisher Library Editions (Price Indicator Z)

Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. See also Product Category IX for exceptions.

VIII. University Press Trade Editions (Price Indicator A)

This category would include any University Press Trade Editions, both adult and juvenile, may be of any category product or binding type, and may include some spoken word audio materials, and are subject to publisher reclassification. See also Product Category IX for exceptions.

IX. Text, Technical, Reference, Small Press, Titles of Limited Demand, and certain Adult Trade and Juvenile Trade Hardcover Editions (Price Indicators S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8, 02 (zero 2), J2)

Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semiannual review. It includes individual titles which might otherwise fall under different category definitions but are in this category as Titles of Limited Demand because they either do not qualify for preferred stock status (based upon a quarterly review) or do qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of

Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any product category or binding type or publisher of origin and may include some spoken word audio materials. It includes Adult Hardcover Trade Editions having below average publisher list price titles in Category I, and Juvenile Trade Hardcover Editions having below average publisher list price titles in Category II.

X. Imported English and Non-English Language Editions (Price Indicators F,K,3)

Titles produced and distributed outside of the domestic US. These titles may be of any category product or binding type and represent various publishers. See also Product Category IX for exceptions.

XI. Enhanced Service Program Titles (Price Indicators Y,Q)

This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any product category or binding type. These titles will receive no discount and are subject to a service charge. Enhanced Service Program Titles may carry different discounts, as shown by Price Indicators Y, Q in Exhibit 2.

XII. Spoken Word Audio (Price Indicator H)

Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. See also Product Category IX for exceptions.

DISCOUNTS AND FEES**Turn-Around Time**

Average turn-around time (including physical processing of materials) for:

1. Rush orders	5 business days
2. In-stock items	7-10 business days
3. Items that must be obtained from publishers	1-3 weeks in addition to above service times for backordered items

Discounts and Terms:

The vendor shall be responsible for applying accurate taxes and applicable processing fees as specified below.

Each tax and fee to be paid by LAPL is listed as a separate line item. The vendor shall be responsible for the payment of business registration fees, permits, licenses, business and occupation taxes, and all other taxes except California state sales tax, which LAPL will pay to the vendor.

The following are **flat** discounts to the Manufacturer's Suggested Retail Price (MSRP) offered to LAPL for the following binding/publisher categories for book materials and formats for non-book materials in each category:

TYPE	% MSRP DISCOUNT
Trade Hardcover Books	47.5%
Trade Quality Paperback Books	41.5%
Mass Market Paperback Books	41.5%
Trade University Press Books	12.5%
Non-Trade University Press Books	12.5%
Short Discount Books (technical, textbook, reference, small press)	12.5%
Publisher Reinforced Binding Books	47.5%
Publisher Library Binding Books	26.0%

Collection Development Services

Prebind (BTSB) - discounted at 10.0%

1. TIPS Lists - \$300/month for 23 Diamond TIPS and 5 Silver TIPS lists
2. Bibz Analytics – Predictive Ordering Tool
Year one: \$21,600 in addition to a \$7,000 implementation fee (implementation fee may be waived if both Bibz Analytics and LibraryIQ are purchased)
Beginning year two: \$25,000 per year
3. LibraryIQ – Collection Analysis Tool
Year one: \$72,000 plus \$15,000 implementation fee
Beginning year two: \$72,000 per year

Processing Fees:

Hardcover and Paperback Book Processing Services:

Description of Service	Charge/ Cost per unit*
Mylar plastic jacket for hardcover books with dust jackets.	\$0.81
Date Stamp (date book is processed) for all books	\$0.30
Barcode label for all books (Note: Barcode numeric ranges are supplied by LAPL).	\$0.32
Numeric call number or alpha genre code spine labels.	\$0.32
Numeric call number or alpha genre code label on title page.	\$0.32
Genre labels on selected children's and teen titles. (Note: LAPL will designate Demco label).	\$0.32
Books with accompanying discs should have disc placed in a clear, self-adhesive sleeve affixed to the inside back cover of the book.	\$1.50
Standard 3M or Checkpoint theft detection	\$0.58
LAPL agency property stamp	\$0.30
LAPL agency property label on first page	\$0.32
Creating a MARC bibliographic record customized to LAPL's specifications listed in Attachment E	Included in flat fee
Accessing LAPL's CARL.X system via Z39.50 and transmitting MARC and/or item records for materials ordered via FTP	Included in flat fee

*Flat fee for all the above services, if applicable:

Hardcover processing per unit (Z39.50) \$3.85

Hardcover processing per unit (working live) n/a

Paperbacks processing per unit (Z39.50) \$3.85

Paperbacks processing per unit (working live) n/a

EXHIBIT B
Brodart

Pre-binding for Paperbacks:

Description of Service	Charge/ Cost per unit
Hardcover binding for paperbacks preserving original paperback cover including the original spine.	\$4.70
DuraGuard (paperback reinforced with laminate)	\$2.30

DISCOUNTS AND FEES

Turn-Around Time

Average turn-around time (including physical processing of materials) for:

1. Rush orders	24 hours* (PTO 3 days) Orders placed before noon can be shipped the same day
2. In-stock items (without processing or cataloguing)	24 hours (PTO 3 days)
3. Items that must be obtained from publishers	1–3 weeks (estimated)

*depending on availability from publisher

Discounts and Terms:

The vendor shall be responsible for applying accurate taxes and applicable processing fees as specified below.

Each tax and fee to be paid by LAPL is listed as a separate line item. The vendor shall be responsible for the payment of business registration fees, permits, licenses, business and occupation taxes, and all other taxes except California state sales tax, which LAPL will pay to the vendor.

The following are the **flat** discounts to the Manufacturer's Suggested Retail Price (MSRP) offered to LAPL for the following binding/publisher categories for book materials and formats for non-book materials in each category:

TYPE	% MSRP DISCOUNT
Trade Hardcover Books	47.0%
Trade Quality Paperback Books	42.0%
Mass Market Paperback Books	42.0%
Trade University Press Books	16.0%
Non-Trade University Press Books	16.0%
Short Discount Books (technical, textbook, reference, small press)	10.0%
Publisher Reinforced Binding Books	18.0%
Publisher Library Binding Books	18.0%
DVD	0.0% – 15.0%
Music CD's	0.0% – 5.0%
Spoken Word Audio (unabridged editions on CD)	46.0%
Net Titles	0.0%
Low Price Point (titles with cover price of \$9.99 or less)	30.0%

Processing Fees:

Hardcover and Paperback Book Processing

Services:	Description of Service	Charge/ Cost per unit*
	Mylar plastic jacket for hardcover books with dust jackets.	\$0.99 Priced in iComplete-B bundle*
	Date Stamp (date book is processed) for all books	Priced in iComplete-B bundle*
	Barcode label for all books (Note: Barcode numeric ranges are supplied by LAPL).	Priced in iComplete-B bundle*
	Numeric call number or alpha genre code spine labels.	Priced in iComplete-B bundle*
	Numeric call number or alpha genre code label on title page.	Priced in iComplete-B bundle*
	Genre labels on selected children's and teen titles. (Note: LAPL will designate Demco label).	Priced in iComplete-B bundle*
	Standard 3M or Checkpoint theft detection	\$0.50
	LAPL agency property stamp	Priced in iComplete-B bundle*
	LAPL agency property label on first page	Priced in iComplete-B bundle*
	Creating a MARC bibliographic record customized to LAPL's specifications listed in Attachment E	Currently not providing; can provide pricing according to the Library's specifications.
	Accessing LAPL's CARL.X system via Z39.50 and transmitting MARC and/or item records for materials ordered via FTP	Priced in iComplete-B bundle*
	Working live in LAPL's CARL.X system to locate appropriate existing bibliographic record and creating item records for materials ordered	Priced in the Library's current bundle but transitioning to Z39.50 in iComplete-B bundle*
	Laminate, 5mil	\$2.06/unit
	Current bundle (with Live Linking)	\$3.99/unit
	New bundle with Z39.50	\$3.79/unit

*Flat fee for all the above services, if applicable:

Hardcover processing per unit (Z39.50) \$3.79/unit (priced in iComplete-B bundle)

Hardcover processing per unit (working live) \$3.99/unit (priced in current bundle)

Paperbacks processing per unit (Z39.50) \$3.79/unit (priced in iComplete-B bundle)

Paperbacks processing per unit (working live) \$3.99/unit (priced in current bundle)

Pre-binding for Paperbacks:

	Description of Service	Charge/ Cost per unit
	Hardcover binding for paperbacks preserving original paperback cover including the original spine.	\$7.20/book* *Passover charge *from Heckman Binding

***iComplete-B Bundle (\$3.79/unit)**

- BookMARC record via ipage, FTP, or email
- Barcodes, Ingram-supplied
- Branch label, Ingram-supplied
- Date stamp, Ingram-supplied
- Genre label
- Mylar, attached
- Property label
- Property stamp, Ingram-supplied
- Spine label
- Spine label protector
- Z39.50 title search

Ingram will consult with the Library to identify any necessary changes.

DISCOUNTS AND FEES**Turn-Around Time**

Average average turn-around time (including physical processing of materials) for:

1. Rush orders	3 days
2. In-stock items	15 days
3. Items that must be obtained from publishers	28 days

Discounts and Terms:

The vendor shall be responsible for applying accurate taxes and applicable processing fees as specified below.

Each tax and fee to be paid by LAPL is listed as a separate line item. The vendor shall be responsible for the payment of business registration fees, permits, licenses, business and occupation taxes, and all other taxes except California state sales tax, which LAPL will pay to the vendor.

The following are the **flat** discounts to the Manufacturer's Suggested Retail Price (MSRP) offered to LAPL for the following binding/publisher categories for book materials and formats for non-book materials in each category:

TYPE	% MSRP DISCOUNT
Trade Hardcover Books	40.0%
Trade Quality Paperback Books	40.0%
Mass Market Paperback Books	30.0%
Trade University Press Books	0.0%
Non-Trade University Press Books	0.0%
Short Discount Books (technical, textbook, reference, small press)	0.0%
Publisher Reinforced Binding Books	25.0%
Publisher Library Binding Books	25.0%

Processing Fees:**Hardcover and Paperback Book Processing Services:**

Description of Service	Charge/ Cost per unit*
Mylar plastic jacket for hardcover books with dust jackets.	\$0.60
Date Stamp (date book is processed) for all books	\$0.25
Barcode label for all books (Note: Barcode numeric ranges are supplied by LAPL).	\$0.25
Numeric call number or alpha genre code spine labels.	\$0.25
Numeric call number or alpha genre code label on title page.	\$0.25
Genre labels on selected children's and teen titles. (Note: LAPL will designate Demco label).	\$0.25
Books with accompanying discs should have disc placed in a clear, self-adhesive sleeve affixed to the inside back cover of the book.	\$0.25
Standard 3M or Checkpoint theft detection	\$1.00
LAPL agency property stamp	\$0.25
LAPL agency property label on first page	\$0.25
Creating a MARC bibliographic record customized to LAPL's specifications listed in Attachment E	\$1.50
Accessing LAPL's CARL.X system via Z39.50 and transmitting MARC and/or item records for materials ordered via FTP	\$0.50
Working live in LAPL's CARL.X system to locate appropriate existing bibliographic record and creating item records for materials ordered	\$0.75
KAPCO – **excluded from flat fee	\$2.50

*Flat fee for all the above services, if applicable:

Hardcover processing per unit (Z39.50) \$3.00

Hardcover processing per unit (working live) \$ 3.00

Paperbacks processing per unit (Z39.50) \$3.00**

Paperbacks processing per unit (working live) \$3.00**

EXHIBIT B
Libraria

Pre-binding for Paperbacks:

Description of Service	Charge/ Cost per unit
Hardcover binding for paperbacks preserving original paperback cover including the original spine.	\$10.00

DISCOUNTS AND FEES

Turn-Around Time

Average turn-around time (including physical processing of materials) for:

1. Rush orders	2 days
2. In-stock items	5 days
3. Items that must be obtained from publishers	5–30 days

Discounts and Terms:

The vendor shall be responsible for applying accurate taxes and applicable processing fees as specified below.

Each tax and fee to be paid by LAPL is listed as a separate line item. The vendor shall be responsible for the payment of business registration fees, permits, licenses, business and occupation taxes, and all other taxes except California state sales tax, which LAPL will pay to the vendor.

The following are the **flat** discounts to the Manufacturer's Suggested Retail Price (MSRP) offered to LAPL for the following binding/publisher categories for book materials and formats for non-book materials in each category:

TYPE	% MSRP DISCOUNT
Trade Hardcover Books	30.0%
Trade Quality Paperback Books	10.0%
Mass Market Paperback Books	10.0%
Trade University Press Books	17.0%
Non-Trade University Press Books	5.0%
Short Discount Books (technical, textbook, reference, small press)	Net+
Publisher Reinforced Binding Books	10.0%
Publisher Library Binding Books	10.0%

Processing Fees:

Hardcover and Paperback Book Processing Services:

Description of Service	Charge/ Cost per unit*
Mylar plastic jacket for hardcover books with dust jackets.	\$1.25
Date Stamp (date book is processed) for all books	\$0.55
Barcode label for all books (Note: Barcode numeric ranges are supplied by LAPL).	\$0.50
Numeric call number or alpha genre code spine labels.	\$0.85
Numeric call number or alpha genre code label on title page.	\$0.50
Genre labels on selected children's and teen titles. (Note: LAPL will designate Demco label).	\$0.50
Books with accompanying discs should have disc placed in a clear, self-adhesive sleeve affixed to the inside back cover of the book.	\$0.50
Standard 3M or Checkpoint theft detection	\$0.75
LAPL agency property stamp	\$0.55
LAPL agency property label on first page	\$0.50
Creating a MARC bibliographic record customized to LAPL's specifications listed in Attachment E	\$1.05
Accessing LAPL's CARL.X system via Z39.50 and transmitting MARC and/or item records for materials ordered via FTP	\$0.50
Working live in LAPL's CARL.X system to locate appropriate existing bibliographic record and creating item records for materials ordered	\$1.75

*Flat fee for all the above services, if applicable:

Hardcover processing per unit (Z39.50) \$8.00

Hardcover processing per unit (working live) \$ 9.75

Paperbacks processing per unit (Z39.50) \$6.75 + pre-binding charge if applicable

Paperbacks processing per unit (working live) \$6.95 + pre-binding charge if applicable

Pre-binding for Paperbacks:

Description of Service	Charge/ Cost per unit
Hardcover binding for paperbacks preserving original paperback cover including the original spine.	\$11.00
Easy Cover-15-mil, clear polyester front & back covers	\$4.30

DISCOUNTS AND FEES

Turn-Around Time

Average turn-around time (including physical processing of materials) for:

1. Rush orders	5–7 days
2. In-stock items	7–10 days
3. Items that must be obtained from publishers	10–21 days

Discounts and Terms:

The vendor shall be responsible for applying accurate taxes and applicable processing fees as specified below.

Each tax and fee to be paid by LAPL is listed as a separate line item. The vendor shall be responsible for the payment of business registration fees, permits, licenses, business and occupation taxes, and all other taxes except California state sales tax, which LAPL will pay to the vendor.

The following are the **flat** discounts to the Manufacturer's Suggested Retail Price (MSRP) offered to LAPL for the following binding/publisher categories for book materials and formats for non-book materials in each category:

TYPE	% MSRP DISCOUNT
DVD	30.0%
Music CD's	25.0%
Spoken Word Audio (unabridged editions on CD)	0.0%

Processing Fees:

Music CD Processing Services:

Description of Service	Charge/ Cost per unit**
Place music CD's in locking case compatible with <i>One-Time</i> brand decoupler	Included in digital processing pricing
Affix or print rectangular barcode label on cover art insert (Note: LAPL supplies barcode numeric ranges)	Included in digital processing pricing
Affix or print LAPL property label to front cover art insert	Included in digital processing pricing
Affix LAPL property hub label including item barcode info to disk	Included in digital processing pricing
Affix or print call number spine label to cover art insert	Included in digital processing pricing
Affix or print "Case Locked. Please take to check-out desk" label to cover art insert	Included in digital processing pricing
Creating a MARC bibliographic record customized to LAPL's specifications listed in Attachment E	Included in digital processing pricing
Accessing LAPL's CARL.X system via Z39.50 and transmitting MARC and/or item records for materials ordered via FTP	Included in digital processing pricing
Working live in LAPL's CARL.X system to locate appropriate existing bibliographic record and creating item records for materials ordered	Included in digital processing pricing
VIP Digital Processing Services provided that includes all above noted requirements.	\$3.65 for Single- & Double-disc titles

Note: Music CD sets with more than two discs or which otherwise will not fit in single or double *One Time* locking cases would be sent to the library unprocessed.

**Flat fee for all the above services, if applicable:

Music CD processing per unit (Z39.50) \$0.00

Music CD processing per unit (working live) \$0.00

DVD Processing Services:

Description of Service	Charge/ Cost per unit***
Place DVD(s) in <i>One-Time</i> locking case with full sleeve.	Included in digital processing pricing
Affix or print rectangular barcode label on cover art insert (Note: LAPL supplies barcode numeric ranges).	Included in digital processing pricing
Affix or print LAPL property label on front cover art insert.	Included in digital processing pricing
Affix LAPL property hub label including item barcode info to disk	Included in digital processing pricing
Affix additional label with eye-readable item barcode to disk	Included in digital processing pricing
Affix or print call number spine label to cover art insert	Included in digital processing pricing
Affix or print "Case Locked. Please take to check-out desk" label to cover art insert	Included in digital processing pricing
Affix or print spine label with first two letters of the title to cover art insert	Included in digital processing pricing
Affix or print spine label with DVD title to cover art insert	Included in digital processing pricing
Creating a MARC bibliographic record customized to LAPL's specifications listed in Attachment E	Included in digital processing pricing
Accessing LAPL's CARL.X system via Z39.50 and transmitting MARC and/or item records for materials ordered via FTP	Included in digital processing pricing
Working live in LAPL's CARL.X system to locate appropriate existing bibliographic record and creating item records for materials ordered	Included in digital processing pricing
VIP Digital Processing Services provided that includes all above noted requirements.	\$3.59 for Single- & Double-disc titles \$5.59 for Multi-disc titles

***Flat fee for all the above services, if applicable:

DVD processing per unit (Z39.50) \$0.00

DVD processing per unit (working live) \$0.00

Spoken CD Processing Services:

Description of Service	Charge/Cost per unit****
Place discs in <i>Sound Safe</i> -type/heavy duty case so that entire title is packaged in one case.	Included in digital processing pricing
Affix or print rectangular barcode label on the cover art insert (Note: LAPL supplies barcode numeric ranges).	Included in digital processing pricing
Affix or print LAPL property label to front cover art insert.	Included in digital processing pricing
Affix or print call number spine label to cover art insert.	Included in digital processing pricing
Affix LAPL property hub label including item barcode info to all disks	Included in digital processing pricing
Creating a MARC bibliographic record customized to LAPL's specifications listed in Attachment E	Included in digital processing pricing
Accessing LAPL's CARL.X system via Z39.50 and transmitting MARC and/or item records for materials ordered via FTP	Included in digital processing pricing
Working live in LAPL's CARL.X system to locate appropriate existing bibliographic record and creating item records for materials ordered	Included in digital processing pricing
VIP Digital Processing Services provided that includes all above noted requirements.	\$0.01

****Flat fee for all the above services, if applicable:

Spoken CD processing per unit (Z39.50) \$0.00

Spoken CD processing per unit (working live) \$0.00