

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 9, 2024

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
**SUBJECT: APPROVAL TO RELEASE A REQUEST FOR QUALIFICATIONS FOR
MARKETING AND PUBLIC RELATIONS CONSULTING SERVICES**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners (Board):

1. Approve the release of a Request for Qualifications (RFQ), substantially in the form on file in the Board Office, to find qualified and experienced entities to enter into separate contracts to provide marketing and public relations consulting services.
2. Find, in accordance with Charter Section 1022, that it is more feasible to have this work performed by an independent contractor than by City employees.
3. Authorize the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the RFQ.
4. Adopt the attached Resolution regarding the RFQ for Marketing and Public Relations Consulting Services.

B. FINDINGS:

1. The Library requires the services of experienced individuals and agencies to provide marketing and public relations services on an as-needed and as-requested basis in the following categories: planning, creative, research, public relations and media relations.
2. On January 12, 2017, the Board approved the release of an RFQ to provide marketing and public relations consulting services for the Library. Contracts were executed in 2019 with eleven companies for a term of one year with two one-year options to renew. The contracts were set to expire by the end of 2022.
3. On April 14, 2022, the Board approved amendments for the eleven contracts to extend the term by one year with two one-year options to renew while the Library went through a competitive bid process.

4. Library staff have developed a new RFQ to solicit proposals from qualified and experienced entities to enter into new contracts to provide professional marketing and public relations consulting services on an as-needed and as-requested basis and now requests approval to release the RFQ.
5. The Library does not have staff with sufficient qualifications and experience to provide the temporary specialized marketing and public relations services necessary to strengthen awareness and increase use of the Library for a city as diverse and as large as the City of Los Angeles. Therefore, in accordance to Charter Section 1022, it is more feasible to have this work performed by independent contractors than by City employees.
6. The term of the proposed contracts will be for three years with an annual contract limit of \$3,000,000 per contract. All work shall be performed on an as-needed and as-requested basis.
7. Funds are available in the Library's Contractual Services Account 3040 to compensate the selected contractors for services in accordance with the proposed contracts.
8. The Library is committed to providing an inclusive and robust outreach process for disadvantaged, marginalized, and local businesses and individuals. Our goal is to create a diverse pool of candidates to provide services and support to the Library and our patrons. We welcome and encourage submissions from a wide range of participants.
9. The RFQ has been reviewed by the City Attorney and is ready to be released.

Attachments

Project Manager: Lauren Skinner, Public Information Director

Prepared by: Claudia Aguilar, Senior Management Analyst
Robert Morales, Senior Management Analyst (Retired)

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

RESOLUTION

LIBRARY RESOLUTION NO. 2024-__ (C-__)

WHEREAS, the Library requires the services of experienced individuals and agencies to provide marketing and public relations services on an as-needed and as-requested basis in the following categories: planning, creative, research, public relations and media relations;

WHEREAS, on January 12, 2017, the Board of Library Commissioners (Board) approved the release of an RFQ to provide marketing and public relations consulting services for the Library. Contracts were executed with eleven companies for a term of one year with two one-year options to renew. The contracts were set to expire by the end of 2022;

WHEREAS, on April 14, 2022, the Board approved amendments for the eleven contracts to extend the term by one year with two one-year options to renew while the Library went through a competitive bid process;

WHEREAS, Library staff have developed a new RFQ to solicit proposals from qualified and experienced entities to enter into new contracts to provide professional marketing and public relations consulting services on an as-needed and as-requested basis and now requests approval to release the RFQ;

WHEREAS, the term of the proposed contracts will be for three years with an annual contract limit of \$3,000,000 per contract. All work shall be performed on an as-needed and as-requested basis; and

WHEREAS, funds are available in the Library's Contractual Services Account 3040 to compensate the selected contractors for services and materials in accordance with the proposed contracts.

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian's Board Report and authorizes the release of the RFQ for Marketing and Public Relations Consulting Services; 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 RFQ.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

**CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY**

**REQUEST FOR QUALIFICATIONS
RFQ NO. 44-040**

FOR

**MARKETING AND PUBLIC RELATIONS
CONSULTING SERVICES**

CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
630 W 5th Street
Los Angeles, CA 90071

Web: <https://www.lapl.org>

**CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
REQUEST FOR QUALIFICATIONS (RFQ)**

MARKETING AND PUBLIC RELATIONS CONSULTING SERVICES

TITLE: RFQ No. 44-040
Marketing and Public Relations Consulting Services

DESCRIPTION: THE LOS ANGELES PUBLIC LIBRARY (LAPL or Library) is seeking to enter into separate contracts with qualified and experienced entities to provide marketing and public relations consulting services on an as-needed and as-requested basis.

The Library is committed to providing an inclusive and robust outreach process for disadvantaged, marginalized, and local businesses and individuals. Our goal is to create a diverse pool of candidates to provide services and support to the Library and our patrons. We welcome and encourage submissions from a wide range of participants.

ELIGIBILITY TO APPLY: A minimum of three years of experience providing professional marketing or public relations consulting services to government agencies (e.g., cities, counties, other local municipal agencies) or non-profit organizations. Proposer does not need to provide all of the services described in this RFQ to be considered for an award of a contract.

WEBSITE ADDRESS: <http://www.rampla.org>
Proposers must register at the Regional Alliance Marketplace for Procurement (RAMP) website (www.rampla.org) before they may access the Request for Qualifications (RFQ) and updates.

PLEASE NOTE: PROPOSERS MUST BOOKMARK THE OPPORTUNITY ON RAMP (IN THE UPPER LEFT CORNER OF THE OPPORTUNITY) TO RECEIVE UPDATES OF ADDENDA AND QUESTION & ANSWER POSTINGS.

Proposers should review the RAMP FAQ section at:
<https://bit.ly/RAMPfaqs>

TERM: The term of the proposed contract will be for three years.

KEY DATES AND SUBMISSION: All times listed in this RFQ are Pacific Standard Time (PST).

Mandatory
Pre-Proposal Conference: **Wednesday, June 5, 2024, at 10:00 a.m.**
Virtual Conference via Zoom

RSVP by: Tuesday, June 4, 2024, 5:00 p.m.
Details available on Section E.1 of this RFQ

Proposal Due: **Monday, July 8, 2024, at 11:59 p.m.**
All revisions will be posted as an addendum on
www.rampla.org

Submission E-mail Address: laplbids submissions@lapl.org

Project Manager: Lauren Skinner
Public Information Director

RFQ Administrator: Deirdre Gomez
Email: dgomez@lapl.org

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ATTACHMENTS

- A. Standard Provisions for City Contracts (Rev. 9/22 [v.1])
- B. Sample Contract
- C. Electronic Signature Policy 03/20
- D. Checklist of Marketing and Public Relations Consulting Services to be Provided (Must be completed and submitted with proposal)

EXHIBITS

(All Exhibits will be found on www.rampla.org)

- E.1 Declaration of Non-Collusion Affidavit (must be notarized)
- E.2a Contractor Responsibility Ordinance (CRO) Questionnaire
- E.2b CRO Pledge of Compliance
- E.3 Certification Regarding Compliance with the Americans with Disabilities Act Form
- E.4 Certification of Compliance with Child Support Obligations Form
- E.5 City of Los Angeles Contract History Form
- E.6 City of Los Angeles Residence Information Form
- E.7 Municipal Lobbying Ordinance – Bidder Certification CEC Form 50
- E.8 Restrictions on Campaign Contributions and Fundraising in City Elections – Prohibited Contributors – Bidders CEC Form 55
- E.9 Iran Contracting Act of 2010 Affidavit
- E.10 Equal Benefits Ordinance (EBO) and/ First Source Hiring Ordinance (FSHO) Sample Affidavit – Online Submission
- E.11 Disclosure Ordinances Sample Affidavit – Online Submission
- E.12 Business Inclusion Program (BIP) Walkthrough Manual - **WAIVED**
- E.13a Local Business Preference Program (LBPP)
- E.13b LBPP Certification Information
- E.14a Living Wage Ordinance (LWO) Employee Information Form (Form LW-6)
- E.14b LWO Subcontractor Information Form (Form LW-18)
- E.14c LWO Exemption Application (Form LW-10)
- E.14d LWO Small Business Exemption Application (Form LW-26)
- E.14e LWO 501(c)(3) Non-Profit Exemption Application (Form OCC/LW-28)
- E.14f LWO Non-Coverage Determination Application (Form OCC/LW-29)
- E.15 Insurance Requirements and Instructions (*For information only at this time – Not required for submission of proposal*)
- E.16 Request for Taxpayer Identification Number and Certification (IRS Form W-9)
- E.17 Report of Independent Contractor(s) (Form DE 542) - Sample
- E.18 Non-Resident Withholding Allocation Worksheet (Form 587) – Sample
- E.19 Non-Resident Withholding Waiver Request (Form 588) – Sample
- E.20 Non-Resident Reduced Withholding Request (Form 589) – Sample
- E.21 Withholding Exemption Certificate (Form 590) - Sample

A. SUMMARY OF THE REQUEST FOR QUALIFICATIONS

The Los Angeles Public Library (LAPL or Library) is issuing this Request for Qualifications (RFQ) to enter into separate contracts with qualified and experienced entities to provide marketing and public relations consulting services on an as-needed and as-requested basis.

The services to be provided in Section B of this RFQ include the following categories: planning, creative, research, public relations and media relations.

A proposer does not need to provide **all** of the services described in this RFQ to be considered for an award of a contract. However, a response to each proposal item stated in Section C ("Contents of the Proposal") of this RFQ is required.

About the Library

The Library provides free and easy access to information, ideas, books, and technology to enrich and empower the lives of all the City's residents and their diverse communities. The Library serves the largest and most diverse population (almost 4 million residents) in the country through its Central Library and 72 branch libraries, website (www.lapl.org), electronic resources, programs, and initiatives. The Library is governed by a five-person Board of Library Commissioners that sets policies and controls Library funding.

The following is the Library's Mission Statement:

"The Los Angeles Public Library provides free and easy access to information, ideas, books and technology that enrich, educate and empower every individual in our city's diverse communities."

Annually, more than 15 million people visit the libraries and participate in more than 2,000 programs, borrowing millions of items from the print collections, downloadable books, music, films, and other items. Annual visits to the library website exceed 22 million.

The Library, in its sole discretion, shall decide how many proposers will be awarded contracts in order to fulfill the needs and goals of the Library. Further, nothing shall prohibit the Library from using contracts from other municipalities or governmental agencies to fulfill the Library's mission.

B. SERVICES TO BE PROVIDED

Proposers selected to become contractors must be capable of providing professional marketing and public relations consulting services to meet the needs of the Library.

Proposers are not obligated to offer all services outlined in this RFQ to qualify for a contract. However, a response to each proposal item in Section C ("Contents of the Proposal") of this RFQ is required to clarify which services are applicable and those that are not.

The Library seeks the expertise of professional marketing and public relations agencies to deliver mass marketing, niche and specialized services in marketing, advertising and promotions across digital platforms and traditional communications channels. These services are aimed at English and Spanish speakers as well as Armenian, Chinese (traditional), Farsi, Korean, Tagalog and other language speaking patrons, residents, business owners and visitors in the City of Los Angeles on an as-needed and as-requested basis.

Target audiences are segmented as adults (20+ years old), young adults (13-19) and children (newborn-12). Compliance with the Children's Internet Protection Act, Children's Online Privacy Protection Act and other regulations protecting minors must be reviewed and implemented. Campaigns may encompass various Library departments including Central Library Services (Programs and Outreach, Research and Special Collections, Customer Service), Branch Library Services (Central Southern, East Valley, Hollywood, Northeast, West Valley, Western Areas), Engagement and Learning Division (Engagement and Outreach, Exploration and Creativity, Lifelong Learning, Youth Services), Emerging Technologies and Collections Division (Multilingual Collections, Catalog, Digital Content, Web Technologies) and other library offices.

1. Planning

- a. **Communications:** Identify key experiences, insights and knowledge of patrons and staff to develop the most compelling real-life narratives and stories that capture the Library experience as well as key messages and positioning for content describing the benefits and value propositions of the Library. Content strategy should align with the Library's goals and objectives, determining target audiences, main points of information that resonate, and effective channels of communication. The plans should aim to assess existing communication channels, enhance those efforts with target audiences, identify gaps and improve strategies to inform and engage stakeholders for:
 - i. External Communications
 - ii. Internal Communications

- b. **Marketing:** Create and implement campaigns that identify target audiences, communicate the benefit and value propositions of specific Library programs, resources, services and initiatives and track the metrics and effectiveness of the effort to engage with the City's diverse residents, business owners and visitors. Advertising and promotional campaigns can be implemented across digital platforms and/or traditional communications methods for:
 - i. Public Awareness and Education
 - ii. Multi-Language Outreach with Culturally Competent Content

- c. **Crisis Communications:** Develop a set of guidelines and protocols to prepare the Library for immediate communications response to an emergency situation or unexpected event including crisis communications team duties, workflow with crisis operations and joint information centers, media policies and information dissemination procedures for media, and online and strategic counseling.
- d. **Strategic:** Define the vision and mission of the Library with stakeholders and conduct a comprehensive assessment of the library system to set a five-year organizational direction with strategies that articulate purpose, values, strategic goals and objectives in anticipation of future industry trends. The planning process must be inclusive and shared with stakeholders of the organization. This may include plan development and implementation.

2. Creative

- a. **Branding:** Develop the Library's personality through message development, copywriting and editing.
- b. **Graphic Design:** Produce visual content with design elements for any medium or substrate including furniture and vehicle wraps, conference and exhibition booths, infographics, data visualizations, counter and tabletop displays.
- c. **Collateral:** Design and produce any media material, including print and digital content.
- d. **Premiums:** Design and produce any promotional items.
- e. **Digital:** Create content for any web or social media platform.
- f. **Advertisements:** Promote Library programs, resources, services and initiatives using any digital platforms, traditional and non-traditional media.
- g. **Video:** Produce narratives and stories that capture the Library experience in human interest shorts, public service announcements, single and series episodes for online and/or cable television. Management, storage, organization, access and retrieval of creative assets and data for brand consistency and efficient workflow are necessary.
- h. **Photography:** Provide technical expertise in composition, lighting and creativity to produce and preserve images that tell stories, record events or evoke emotion. Management, storage, organization, access and retrieval of creative assets and data for brand consistency and efficient workflow are necessary.

3. Research

- a. **Market Analysis:** Research and gather information about community needs and preferences, and analyze how these needs can best be addressed.

- b. **Audience Analysis:** Identify the target audience to determine their level of interest, understanding and attitudes toward the Library as a whole and for specific initiatives.
- c. **Landscape Scans and Competitive Assessment:** Review the activities of libraries on a local and national level to determine how those efforts may benefit and be of value to LAPL.
- d. **Surveys:** Collect information to identify the demographic and psychographic characteristics of a sample audience segment, uncover attitudinal and behavioral barriers, identify initiatives to highlight and topics of importance, insights to reach and connect with audiences and key takeaways.
- e. **Focus Groups:** Conduct and moderate group discussions designed to identify patron and/or visitor feelings, perceptions and thoughts about any aspect of the Library's programs, resources, services and initiatives.
- f. **Reports and Presentations:** Analyze and track marketing analytics and metrics to inform future marketing decisions, strategies and performance as well as to determine if Library goals and objectives are achieved.

4. **Public Relations**

- a. **Special Events:** Plan and implement events on any scale to showcase Library.
- b. **Strategic Counseling:** Serve as an external source, providing outside perspectives and insights and recommending appropriate communication strategies and activities, including change management, in the adoption of new goals, processes, and technologies.
- c. **Coalitions:** Identify key partners, collaborations, allies and intersectional opportunities to inform and reach desired target audiences.
- d. **Training:** Develop and prepare Library staff for interviews or speaking engagements at seminars, webinars, workshops, classes and news media including coaching.
- e. **Direct Marketing:** Plan and implement targeted campaigns using direct communication or distributions to individual patrons, residents and business owners.

5. **Media Relations**

- a. **Media Outlets:** Earn, build and nurture relationships with key media and influencers, coordinating any media generated with appropriate Library staff.
- b. **Internal Channels:** Leverage owned media to support media goals and strategies.

- c. **Media Buying:** Plan and implement paid advertising across digital platforms and traditional channels.
- d. **Social Media:** Plan, align and implement engagement strategies to increase awareness of programs, resources, services and initiatives and drive website traffic with campaigns in coordination with the Library's social media team and Library staff.

NOTICES

Proposers **do not** need to provide all of the services described in this RFQ to be considered for an award of a contract. However, proposers must identify at least one skill or service to be provided to the Library on Attachment D to the RFQ.

All work performed by the selected contractors shall be done on an as-needed and as-requested basis. It is highly recommended that all proposers review Section 6.0 ("Project Bid Process") of Attachment B ("Sample Contract") of this RFQ.

C. CONTENTS OF THE PROPOSAL

The following items are to be included in the proposal:

1. Cover Letter

Proposers shall provide a cover letter introducing the proposing entity **signed** by the person or persons authorized to bind the proposer to all commitments made in the proposal. The cover letter should also include the title, address, telephone number, email address, and other contact information of the person or persons authorized to represent the proposing entity.

If a proposing entity is a consortium, joint venture, partnership, or team, its proposal must establish that all contractual responsibility rests solely with one proposer or legal entity.

2. Executive Summary

Proposers shall provide an executive summary that summarizes key points of the proposal and provides a detailed description of the organization, not to exceed three pages.

3. Proposer's Qualifications and Experience

Proposers must have a minimum of three years of experience providing professional marketing or public relations consulting services to government agencies (e.g., cities, counties, other local municipal agencies) or non-profit organizations.

4. References and Letters of Recommendation

Proposers must include three references and three letters of recommendation for the Library to verify the minimum experience requirement. For each reference:

- a. List the organization name, contact name, position/title, address, telephone number, and email address. Describe the nature of the work relationship and include dates.
- b. Provide three letters of recommendation from organizations in which services have been provided. The three organizations may be the same as stated above in Section C.4(a) of this RFQ.

5. Description of Service(s) to be Provided by Proposer

Proposers must complete Attachment D (Checklist of Marketing and Public Relations Consulting Services to be Provided) of this RFQ and submit it with the proposal.

6. Proposed Fees and Expenses

Proposers are to provide a fee schedule with an itemized breakdown, to include: labor costs, expenses, equipment, permits/licenses, and other costs necessary to provide the services proposed.

NOTICE

Failure of the proposer to submit the above-required documents with their proposal, to provide all of the information required by the RFQ, or to furnish direct and complete answers to RFQ prompts may render the proposal non-responsive and may result in its rejection (See Section G.1 of this RFQ for additional information).

D. MANDATORY CITY REQUIREMENTS AND COMPLIANCE DOCUMENTS

Proposals must include the completed compliance documents required by Items 1 through 14, else the proposal may be deemed non-responsive.

1. Declaration of Non-Collusion Affidavit

In accordance with Section 10.15(d) of the Los Angeles Administrative Code, each proposal must include an affidavit by the proposer that (i) such proposal is genuine and not a sham or collusion, or made in the interest or on behalf of any person, firm, or corporation not herein named; (ii) the proposer has not directly or indirectly induced or solicited any other proposer to submit a sham proposal or directly or indirectly induced or solicited any other person, firm, or corporation to refrain from submitting a proposal; and (iii) the proposer has not sought by collusion to secure for themselves an advantage over any other proposer.

Instructions: Proposers shall complete and include a signed and **notarized** "Declaration of Non-Collusion" Affidavit (Exhibit E.1) with the proposal. No other form will be accepted.

2. Contractor Responsibility Ordinance (CRO)

Proposers are advised that any contract awarded pursuant to this proposal process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). This requires that a determination be made by the City, via the CRO Questionnaire, that prospective contractors are responsible and capable of fully performing the requested work before a contract is awarded.

Proposers may refer to PSC-31 ("Contractor Responsibility Ordinance") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFQ for additional information. Proposers may also visit the Bureau of Contract Administration website for additional information, forms and documents: <https://bca.lacity.org/ordinances>

Instructions: Proposers shall complete and include both the Contractor Responsibility Ordinance Questionnaire (Exhibit E.2a) and the Pledge of Compliance Form (Exhibit E.2b) with the proposal.

3. Certification Regarding Compliance with the Americans with Disabilities Act (ADA) Form

The City requires that contractors and subcontractors that perform work for the City shall comply with the requirements of the Americans with Disabilities Act (ADA), a federal civil rights law designed to ensure equal access, full inclusion, and participation for people with disabilities or impairments. In addition, the State of California has its own disability rights law, codes, and regulations.

Under both federal and state laws, people with disabilities or impairments are entitled to full and equal access to places of public accommodation, transportation carriers, lodging, recreation and amusement facilities, and other business establishments where the general public is invited.

Proposers may refer to Section PSC-30 ("Access and Accommodations") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFQ for additional information.

Instructions: Proposers shall complete and include the Certification Regarding Compliance with the Americans with Disabilities Act Form (Exhibit E.3) with the proposal.

4. **Certification of Compliance with Child Support Obligations Form**

In accordance with Los Angeles Administrative Code Section 10.10 et seq., contractors and subcontractors performing work for the City must comply with all reporting requirements and wage and earning assignment orders and acknowledge the City's cooperation with efforts to collect legally mandated child support.

Proposers may refer to Section PSC-27 ("Child Support Assignment Orders") of Attachment A ("Standard Provisions for City Contracts [Rev 9/22] [v.1]") of this RFQ for additional information.

Instructions: Proposers shall complete and include the Certification of Compliance with Child Support Obligations Form (Exhibit E.4) with the proposal.

5. **City of Los Angeles Contract History Form**

On July 21, 1998, the Los Angeles City Council passed a resolution requiring that all proposed contractors supply in their proposal a list of all City of Los Angeles contracts held by the proposer, or any affiliated entity, during the preceding ten years. If the proposer has held no City of Los Angeles contracts during the preceding ten years, this must be stated on the form.

Instructions: Proposers shall complete and include the City of Los Angeles Contract History Form (Exhibit E.5) with the proposal.

6. **City of Los Angeles Residence Information Form**

The Los Angeles City Council, in consideration of the importance of preserving and enhancing the economic base and well-being of the City, encourages businesses to locate to or remain within the City of Los Angeles.

To that end, on January 7, 1992, the Los Angeles City Council adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Instructions: Proposers shall complete and include the City of Los Angeles Residence Information Form (Exhibit E.6) with the proposal.

7. **Municipal Lobbying Ordinance**

The City's Municipal Lobbying Ordinance No. 169916 requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent.

Additionally, for construction contracts, public leases, or licenses of any value and duration; and goods or services contracts with a value greater than \$25,000 and a term of at least three months, each proposer must submit with its proposal a certification, on a form prescribed by the City Ethics Commission (CEC Form 50), that the proposer acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the proposer qualifies as a lobbying entity.

A copy of CEC Form 50 may be found at the following website:

<https://ethics.lacity.org/forms/>

Instructions: Proposers shall complete and include the Bidder Certification CEC Form 50 (Exhibit E.7) with the proposal.

Note: Should proposer use an electronic signature for CEC Form 50, the document must be signed via software that is accepted by the City and the Library (i.e., DocuSign or Adobe) (See Attachment C of this RFQ, "Electronic Signature Policy [03/20]").

8. Restrictions on Campaign Contributions and Fundraising in City Elections

Under Los Angeles City Charter Section 470(c)(12), proposers for contracts projected to be worth \$100,000 or more and that require City Council approval may not make campaign contributions to any elected City official, candidate for elected City office, or City Committee controlled by an elected City official or candidate. Contributions are prohibited throughout the proposal process and through the resulting contract.

Proposers and their principals that meet the criteria stated above must register with the City Ethics Commission. To do so, each proposer must submit with its proposal a certification, on a form prescribed by the City Ethics Commission (CEC Form 55). By doing so, the proposer acknowledges and agrees to comply with the requirements and prohibitions established in the Los Angeles City Charter.

In addition, any subcontractor who is projected to perform at least \$100,000 worth of work on the contract is required to adhere to the same requirements. Said subcontractors and their principals must be notified by the proposer of the City Charter requirements and prohibitions and must be included on Schedule B of CEC Form 55.

A copy of CEC Form 55 may be found at the following website:

<https://ethics.lacity.org/forms/>

Proposers may refer to PSC-37 ("Restrictions on Campaign Contributions and Fundraising in City Elections") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFQ for additional information.

Instructions: Proposers that meet the criteria stated above shall complete and include the Prohibited Contributors – Bidders CEC Form 55 (Exhibit E.8) with the proposal.

Note: Should proposer use an electronic signature for CEC Form 55, the document must be signed via software that is accepted by the City and the Library (i.e., DocuSign or Adobe) (See Attachment C of this RFQ, "Electronic Signature Policy [03/20]").

9. Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, proposers submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for \$1 million or more of goods and services are required to complete, sign, and submit the "Iran Contracting Act of 2010" Compliance Affidavit (Exhibit E.9).

Proposers may refer to PSC-36 ("Iran Contracting Act") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFQ for additional information.

Proposers may also visit the State of California Department of General Services, Office of Policies, Procedures and Legislation (OPPL) website for additional information and forms regarding this matter: www.dgs.ca.gov/pd/Resources/PDLegislation.aspx
Instructions: Proposers shall complete and include the Iran Contracting Act of 2010 Affidavit (Exhibit E.9) with the proposal **only** if the proposal is for \$1 million or more of goods and services.

10. Equal Benefits Ordinance (EBO) and/ First Source Hiring Ordinance (FSHO) (Online Submission)

Equal Benefits Ordinance (EBO)

Proposers are advised that any contract awarded under this RFQ process shall be subject to the applicable provisions of the Equal Benefits Ordinance (EBO) (Los Angeles Administrative Code Section 10.8.2.1).

Proposers shall complete and submit the combined Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO) Affidavit onto the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) website at www.rampla.org, which shall be valid for a period of three years from the date it is first uploaded. Proposers do not need to submit supporting documentation with their proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Proposers may refer to PSC-26 ("Mandatory Provisions Pertaining to Non-Discrimination in Employment") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFQ for additional information. Proposers may also visit the Bureau of Contract Administration website for additional information, forms and documents: <https://bca.lacity.org/ordinances>

First Source Hiring Ordinance (FSHO)

Proposers are advised that any contract awarded under this RFQ process shall be subject to the applicable provisions of the First Source Hiring Ordinance (FSHO) (Los Angeles Administrative Code Sections 10.44, et seq).

Proposers shall complete and submit the combined Equal Benefits Ordinance / First Source Hiring Ordinance (FSHO) Affidavit onto the RAMP website at www.rampla.org, which shall be valid for a period of three years from the date it is first uploaded. Proposers do not need to submit supporting documentation with their proposals. However, the City may request supporting documentation to verify information provided on the First Source Hiring Ordinance Affidavit.

Proposers may refer to PSC-34 ("First Source Hiring Ordinance") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]) of this RFQ for additional information. Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents: <https://bca.lacity.org/ordinances>

Instructions:

Proposers shall complete and upload the combined Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO) Affidavit available on RAMP prior to submission of

the proposal. Exhibit E.10 is a sample affidavit. The RAMP website may be found at:
www.rampla.org

11. Disclosure Ordinances Affidavit (On-Line Submission)

Proposers are advised that any contract awarded under this RFQ process shall be subject to the applicable provisions of both the Slavery Disclosure Ordinance (SDO) (Los Angeles Administrative Code Section 10.41) and the Disclosure of Border Wall Contracting Ordinance (DBWCO) (Los Angeles Administrative Code Section 10.50).

Proposers may refer to PSC-33 ("Slavery Disclosure Ordinance") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFQ for additional information. Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents: <https://bca.lacity.org/ordinances>

Instructions: Proposers shall complete and upload the Disclosure Ordinance Affidavit available on RAMP prior to submission of the proposal. Exhibit E.11 is a sample affidavit. The RAMP website may be found at: www.rampla.org

12. Business Inclusion Program Requirements

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13. Local Business Preference Program

This RFQ is subject to the policies and requirements established by Ordinance No. 187121 and Los Angeles Administrative Code Section 10.25, et seq. The Local Business Preference Program (LBPP) aims to increase opportunities for local businesses and encourage local businesses to locate and operate in Los Angeles County (County). To be eligible for participation in this program, proposers must submit a LBPP affidavit on the RAMP website: www.rampla.org

Proposers may refer to Exhibit E.13a and Exhibit E.13b of this RFQ for additional information. Proposers may also refer to PSC-35 ("Local Business Preference Ordinance") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFQ for additional information.

Instructions: Proposers who wish to apply for a Local Business Preference shall complete the LBPP affidavit available on RAMP (www.rampla.org), and upload it to RAMP prior to the proposal due date, as well as include a copy of the completed affidavit with the proposal.

14. Living Wage Ordinance (LWO) and Worker Retention Ordinance (WRO)

Unless approved for an exemption by the Department of Public Works Bureau of Contract Administration, contractors shall comply with the provisions of the Living Wage Ordinance (LWO) (Los Angeles Administrative Code Section 10.37 et seq.) and Worker Retention Ordinance (WRO) (Los Angeles Administrative Code Section 10.36 et seq.).

It is the responsibility of proposers and contractors to understand their responsibilities and obligations under the LWO and WRO.

Proposers may visit the website of the Department of Public Works Bureau of Contract Administration for additional information, exemption forms and information, and other applicable forms and documents: <https://bca.lacity.org/living-wages-ordinance-lwo>

Proposers may also refer to PSC-28 (“Living Wage Ordinance”) and PSC-29 (“Service Contractor Worker Retention Ordinance”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFQ for additional information.

Instructions: No submission required at this time. Proposers shall review the Employee Information Form LW-6 (Exhibit E.14a) and the Subcontractor Information Form LW-18 (Exhibit E.14b). The selected Contractor(s) will be required to submit these forms to the Library.

LWO Exemption:

Proposers who believe that they meet the criteria for exemption shall complete and submit the appropriate application form with the proposal.

Exemption Application Forms:

- (a) Exemption Application (Form LW-10) (Exhibit E.14c);
- (b) Small Business Exemption Application (Form LW-26) (Exhibit E.14d);
- (c) 501(c)(3) Non-Profit Exemption Application (Form OCC/LW-28) (Exhibit E.14e);
- (d) Non-Coverage Determination Application (Form OCC/LW-29) (Exhibit E.14f).

If applying for an exemption, Respondents MUST complete and submit the appropriate exemption form(s) and submit form(s) with their response. If no exemptions are claimed, a form is not required to be submitted with the response.

PROPOSERS AWARDED A CONTRACT BY THE BOARD OF LIBRARY COMMISSIONERS WILL BE REQUIRED TO COMPLY WITH ITEMS 15 THROUGH 27 DURING THE TERM OF THE CONTRACT.

15. City’s Insurance Requirements

The selected contractor(s) shall not commence work under any contract with the City until all insurance required under this section of this RFQ has been obtained and approved by the City.

At its own expense, the selected contractor(s) and any of its subcontractors shall procure and maintain at least the minimum insurance required by Exhibit E.15 for the term of the contract, including any extensions.

Proposer shall purchase policies of general liability and worker's compensation from companies authorized to transact business in the State of California by the Insurance Commissioner. The required insurance must be filed with City Administrative Office, Risk Management through the City's website, www.kwikcomply.org. No work may be performed pursuant to the proposed contract resulting from this RFQ until the specified documents have been approved by the City Administrative Officer, Risk Management Section.

Proposers may refer to PSC-23 (“Insurance”) and PSC-Exhibit 1 (“Insurance Contractual Requirements”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFQ for additional information.

Instructions: No submission is required at this time. Proposers awarded a contract by the Board of Library Commissioners must submit the required insurance prior to the

execution of the contract.

16. Business Tax Registration Certificate (BTRC)

In accordance with the City of Los Angeles Municipal Code Section 21.03, persons and entities engaged in business with the City of Los Angeles are required to register and pay required taxes and apply for and obtain a Business Tax Registration Certificate (BTRC) from the Office of Finance.

The Office of Finance's Tax and Permits Division has sole authority in determining a firm's tax requirements and in issuing a BTRC or Business Tax Exemption Number. Accordingly, a firm's current BTRC or Business Tax Exemption Number must be clearly shown on all invoices submitted to the City for payment. The proposer, in submitting this proposal, acknowledges and accepts the above requirements and recognizes that, should a contract be awarded, no invoice will be processed for payment without inclusion of the BTRC or Business Tax Exemption Number.

Proposers may refer to PSC-15 ("Current Los Angeles City Business Tax Registration Certificate Required") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFQ for additional information. Proposers may find additional information and forms at the following Office of Finance website: <https://finance.lacity.org>

Instructions: No submission is required at this time. Proposers awarded a contract by the Board of Library Commissioners must provide a BTRC prior to the execution of a contract.

17. Federal Employer Identification Number

The Internal Revenue Service (IRS) requires the Library to report all payments to an independent consultant or business whenever payments exceed \$600 per calendar year.

Instructions: No submission is required at this time. Proposers awarded a contract by the Board of Library Commissioners must complete and submit an IRS Form W-9 (Exhibit E.16) to provide a Federal Employer ID number or Social Security number prior to the execution of a contract.

18. Contractor Evaluation Program

At the end of the contract, the City will conduct an evaluation of the selected contractor's performance. The City may also conduct evaluations of the selected contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on several criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the contractor assigns to the contract. Any contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final evaluation and allowed an opportunity to respond. The City will use the final evaluation and any response from the contractor to evaluate proposals and to conduct reference checks when awarding other contracts.

Proposers may also visit the Bureau of Contract Administration for additional information: https://bca.lacity.org/uploads/cpeo/CPEO_CPEO.PDF

Instructions: *No Submission Required.*

19. COVID-19 Vaccination Requirement (Ordinance No. 187134)

Effective October 20, 2021, any new contract executed by the City shall include a clause requiring employees of the contractor, and/or persons working on their behalf, who interact with City employees, are assigned to work on City property for the provision of services, and/or come into contact with the public during the course of work on behalf of the City to be fully vaccinated.

Proposers may refer to PSC-44 (“COVID-19”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFQ for additional information.

Instructions: No Submission Required.

20. Contractors’ Use of Criminal History for Consideration of Employment Applications (Ordinance No. 184653)

Any contract awarded pursuant to this RFQ will be subject to the Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance (Los Angeles Administrative Code Section 10.48). The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees: 1) are prohibited from seeking a job applicant’s criminal history information until after the job offer is made; 2) must post Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and, 3) cannot withdraw a job offer based on an applicant’s criminal history unless a link has effectively been made between the applicant’s criminal history and the duties of the job position.

Proposers may refer to PSC-38 (“Contractors’ Use of Criminal History for Consideration of Employment Applications”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFQ for additional information. Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents:

<https://bca.lacity.org/ordinances>

Instructions: No Submission Required.

21. Non-Discrimination / Equal Employment / Affirmative Action Plan

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Non-Discrimination Clause (Los Angeles Administrative Code Section 10.8.2).

Proposers awarded contracts for which the consideration is \$1,000 or more shall comply with the provisions of the Equal Employment Practices Provisions (Los Angeles Administrative Code Sections 10.8.3). By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

Proposers awarded contracts for which the consideration is \$25,000 or more shall comply with the provisions of the Affirmative Action Program Provisions (Los Angeles Administrative Code Section 10.8.4). By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include these provisions in all subcontracts awarded for work to be performed under the contract and shall impose the same obligations on the contractors. A copy of the subcontract shall be made available to the Bureau of Contract Administration, Office of Contract Compliance upon request.

Proposers may refer to PSC-26 ("Mandatory Provisions Pertaining to Non-Discrimination in Employment") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFQ for additional information. Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents:

<https://bca.lacity.org/ordinances>

Instructions: No Submission Required.

22. Contractor Data Reporting

Proposers are advised that any contract awarded pursuant to this competitive process shall be subject to Executive Directive 35.

If a proposer is selected and awarded a contract, and if the contractor is a for-profit company or corporation, then the 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 anniversary of the effective date of the contract), report the following information to the City via the RAMP website or via another method specified by City: The annual revenue of contractor and any subcontractor, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the contractor shall further request that any subcontractor input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by the City.

Proposers may refer to PSC-45 ("Contractor Data Reporting") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFQ for additional information.

Instructions: No Submission Required.

23. Report of Independent Contractor(s)

Any business that is required to file a federal form 1099-MISC for service performed by an independent contractor must submit this document (Form DE 542). It is the responsibility of the contractor to read the instructions at edd.ca.gov and provide the correct form.

Instructions: No submission is required at this time. Proposers awarded a contract by the Board of Library Commissioners must complete and submit Report of Independent Contractor(s) (Form DE 542), if applicable. A sample of the form is provided (Exhibit E.17).

24. Non-Resident Withholding Allocation Worksheet

This document (Form 587) is used to determine if withholding is required by the selected contractor and the amount of California source income is subject to withholding. Withholding is not required if the selected contractor is a resident or has a permanent place of business in California. It is the responsibility of the contractor to read the instructions at ftb.ca.gov and submit the correct form.

Instructions: No submission is required at this time. Proposers awarded a contract by the Board of Library Commissioners must complete and submit the Non-Resident Withholding Allocation Worksheet (Form 587), if applicable. A sample of the form is provided (Exhibit E.18).

25. Non-Resident Withholding Waiver Request

This document (Form 588) is used to request a waiver from withholding on payments of California source income to non-resident payees. It is the responsibility of the contractor to read the instructions at ftb.ca.gov and submit the correct form.

Instructions: No submission is required at this time. Proposers awarded a contract by the Board of Library Commissioners must complete and submit the Non-Resident Withholding Waiver Request (Form 588), if applicable. A sample of the form is provided (Exhibit E.19).

26. Non-Resident Reduced Withholding Request

This document (Form 589) is used to request a reduced withholding on payments of California source income to non-resident payees. It is the responsibility of the contractor to read the instructions at ftb.ca.gov and submit the correct form.

Instructions: No submission is required at this time. Proposers awarded a contract by the Board of Library Commissioners must complete and submit the Non-Resident Reduced Withholding Request (Form 589), if applicable. A sample of the form is provided (Exhibit E.20).

27. Withholding Exemption Certificate

This document (Form 590) is required if income or franchise tax on payments of California source income is made to nonresidents of California. It is the responsibility of the contractor to read the instructions at ftb.ca.gov and provide the correct form.

Instructions: No submission is required at this time. Proposers awarded a contract by the Board of Library Commissioners must complete and submit the Withholding Exemption Certificate (Form 590), if applicable, and provide an IRS tax exemption letter. A sample of the form is provided (Exhibit E.21).

Proposers are strongly advised to read Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) and Attachment B (“Sample Contract”) of this RFQ to understand the terms and conditions of a contract with the Library.

E. PROPOSAL SUBMISSION AND REQUIREMENTS

Proposals shall be submitted in accordance with the requirements of this RFQ.

1. Mandatory Pre-Proposal Conference

A Mandatory Pre-Proposal Conference will be conducted to provide an overview of the RFQ. To obtain the greatest benefit from the meeting, proposers are strongly encouraged to attend with their direct supervisory personnel/critical project team members (in lieu of business development or sales personnel).

At the Library's discretion, participation in the Mandatory Pre-Proposal Conference may be accomplished by Zoom. Questions may be submitted prior to the conference to Deirdre Gomez at dgomez@lapl.org. Any questions related to the RFQ received prior to the Mandatory Pre-Proposal Conference will be addressed during the conference. The questions and answers later be posted online on the City's website www.rampla.org. Additional questions received after the conference must be submitted 14 days prior to the due date of the proposal, as listed on www.rampla.org, by 11:59 p.m. to dgomez@lapl.org. Questions and answers will be posted on www.rampla.org.

Mandatory Pre-Proposal Conference will be held as follows:

Registration in advance is required for this meeting.

Topic: RFQ 44-040 for Marketing and Public Relations Consulting Services
Mandatory Pre-Proposal Conference

When: **Wednesday, June 5, 2024, at 10:00 am**

To RSVP: <https://forms.gle/PFzn9FxEctRcxtpz6>

Please RSVP by **Tuesday, June 4, 2024, at 5:00 p.m.** by completing the Google form at the link provided above. After registering, you will receive a confirmation email containing information about joining the meeting.

2. Submission Requirements

Proposals must be submitted electronically and shared with the Library through Google Drive as follows:

2.1 Electronic Submission

- a. Proposers shall create a Google Account or use their pre-existing Google Account to submit their proposals.
- b. All documents must be in a single Portable Document Format (PDF) file that has been converted into a searchable file using Optical Character Recognition.
- c. Proposers shall upload the proposal document to their Google Drive.
- d. Proposers shall share the Google Drive proposal document with the following Library email addresses:

- laplbids submissions@lapl.org
- dgomez@lapl.org
- claudia.aguilar@lapl.org
- lily.phaneuf@lapl.org
- ethomsen@lapl.org

- e. Do not password protect the proposal document.
- f. The proposal must include all items stated in Section H (“Proposer Checklist”) of this RFQ.
- g. The sections within the proposal document shall be in the order as listed in Section H (“Proposer Checklist”) of this RFQ.
- h. Documents requiring signatures shall conform to the “Electronic Signature Policy [03/20]” as stated in Attachment C of this RFQ.
- i. Proposers are responsible for ensuring that their proposal document is not compressed, does not contain a virus or malware, is not corrupted, and is able to be opened. The Library may reject proposals that do not meet these requirements.
- j. Library staff shall provide a notice of receipt within two business days of receipt of the electronically-submitted proposal. It is highly recommended that proposers contact the RFQ Administrator listed in Section G.11 of this RFQ if a receipt is not received within two business days.
- k. Proposers are solely responsible for ensuring that their proposals have been received before the deadline as electronic transmissions are inherently unreliable. Proposers bear all risks associated with the electronic transmission of their proposal, including delays, system failures, and other technical issues.

2.2 Proposal Due Date / Time

- a. The Library reserves the right to revise the submission due date. Any revisions to the due date or time shall be posted on RAMP (www.rampla.org).
- b. Proposers are encouraged to submit proposals prior to the due date and time.

Proposal Due Date: **Monday, July 8, 2024**

Proposal Due Time: **11:59 p.m.**

2.3 Submission Responsiveness

- a. Failure to meet the requirements of this RFQ may be cause for disqualification of the proposal.

- b. The Library reserves the right to deem a proposal non-responsive if the Library is unable to determine which documents constitute a complete and appropriate response to the RFQ.
- c. The Library reserves the right to seek clarification from a proposer to determine responsiveness.
- d. Proposals should not include unnecessary promotional material and should be as succinct as possible.

3. Responsibility for Timely Submission of Proposal

Proposers are solely responsible for ensuring that the Library receives a complete proposal, including all attachments, before the deadline.

4. Acceptance of Terms and Conditions

Submission of a proposal pursuant to this RFQ shall constitute acknowledgement and acceptance of the terms and conditions set forth herein, including the Standard Provisions for City Contracts (Attachment A). All or portions of this RFQ and the contents of the proposal submitted by the successful proposer may become contractual obligations if a contract is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award.

5. Withdrawal by Proposer

A proposer may withdraw its proposal provided that the request is in writing, signed by an authorized representative, and received by the Library prior to the proposal deadline date. Once submitted, proposals shall be subject to acceptance by the City for a period of ninety days. Except as previously stated, no proposer may withdraw its proposal, except with the written consent of the Library.

6. The City's Right to Reject Proposals and Withdraw the RFQ

The Library reserves the right to reject any and all proposals. Notwithstanding any other provisions of this RFQ, the Library also reserves the right to withdraw this RFQ at any time without prior notice.

7. Scope of Content

Proposals shall be based only on material contained in the RFQ, responses to timely questions submitted by proposers, any addenda thereto, and other materials published by the Library relating to the RFQ. Proposers shall disregard any previous draft materials and oral representations that may have been obtained by the proposer.

F. EVALUATION AND SELECTION PROCESS**1. Proposal Responsiveness**

To be considered responsive to this solicitation, proposers must submit completed responses to all items requested in this RFQ, including completion and submission of the City's mandatory compliance documents. An incomplete or missing response may result in the rejection of the proposal. Proposals which, at the discretion of the Library, are incomplete, non-responsive, or non-compliant with content or format requirements may be disqualified without further consideration, and will not be evaluated by the evaluation panel.

The Library reserves the right to conduct investigations with respect to the qualifications of each proposer and any information contained in its proposal.

2. Proposal Evaluation

A panel of City staff and subject-matter experts ("evaluation panel") will evaluate the proposals based on the evaluation criteria noted below. The evaluation panel may, at its sole discretion, request additional information, conduct interviews, and solicit presentations. Following any such requests, interviews, and oral presentations, the panel will score proposals in each criterion and rank the proposals accordingly.

3. Evaluation Criteria

The evaluation panel's determinations and recommendations will serve as a basis for a report from the City Librarian to the Board of Library Commissioners, recommending that those proposals that meet the requirements of this RFQ will be selected for the award of a contract.

Evaluation Criteria	Proposal Meets Requirements of RFQ
Signed Cover Letter	YES / NO
Executive Summary	YES / NO
Proposer's Qualifications and Experience	YES / NO
References and Letters of Recommendations	YES / NO
Demonstrated experience in performing the proposed services to be provided by proposer, including, but not limited to: past performance and financial capability.	YES / NO
Proposed Fees and Expenses	YES / NO

4. Award

The Library will notify all proposers of the determinations of the evaluation panel, including its contract award recommendation. The evaluation panel's determinations and recommendation will serve as a basis for a report from the City Librarian to the Board of Library Commissioners, recommending the proposals meeting the criteria set forth in this RFQ to be selected for the award of the contract. The Board of Library Commissioners

will consider the City Librarian's recommendation during a public Board meeting and may accept or reject the recommendation in making its decision as to the proposer selections, if any, stating publicly the reasons for its action.

G. GENERAL CONDITIONS

1. Acceptance and Disposition of Proposals

The Library reserves the right to reject any and all proposals. The Library also reserves the right to waive any minor administrative irregularities contained in any proposal, when to do so would be in the best interest of the City and pursuant to Los Angeles City Charter Section 371 (c): **"The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City."**

Failure of the proposer to submit the above-required documents with their proposal, to provide all of the information required by the RFQ, or to furnish direct and complete answers to RFQ prompts may render the proposal non-responsive and may result in its rejection.

It is the intent of the Library to award a contract or contracts in a form approved by the City Attorney. The RFQ and the proposer's proposal, or any part thereof, may be incorporated into and made part of the contract. The Library reserves the right to further negotiate the terms and conditions of the contract. The Library reserves the right to withdraw this RFQ, to reject any proposal for non-compliance with RFQ provisions, or not to award a contract altogether due to unforeseen circumstances or if it is determined to be in the best interest of the Library.

2. Public Records Act

All proposals submitted in response to this RFQ shall become the property of the Library and will be a matter of public record, subject to the State of California Public Records Act (CPRA) (California Government Code Sections 6250 et seq.). If the proposer claims any information in the proposal to be exempt from disclosure under the CPRA, the proposer must do the following:

A. Identify in writing all copyrighted material, trade secrets, and other proprietary information that the proposer claims to be exempt from disclosure under the CPRA. Any proposer claiming such exemption must identify the specific provision of the CPRA that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure. Failure to include this identifying information shall be deemed a waiver of any exemption claim.

Exempt information must be specifically identified. Mere use of headers, footers, or other labels bearing designations such as "confidential," "proprietary," or "trade secret" on all or nearly all of a proposal is not acceptable and shall be deemed a waiver of any exemption claim as to the designated material.

B. By submitting a response to this RFQ, the proposer agrees to be bound by the following language:

The proposer agrees to indemnify the City and its officers, employees, and agents and hold them harmless from any claim or liability and will defend any

suits, claims, and causes of action brought against the City for its refusal to disclose to a requestor information that is or that the proposer claims to be copyrighted, a trade secret(s), or otherwise protected from disclosure.

Proposer's obligations under this provision include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City and its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and including costs of experts and consultants), as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty days after each submission to proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

C. Be prepared to submit a second copy of the proposal in which all information claimed to be exempt from disclosure has been redacted.

3. RFQ Revisions

Any revision made to this RFQ will be posted as an addendum to the RFQ at www.rampla.org.

4. Transfers, Joint Ventures, and Use of Subcontractors

Proposers shall not, without written consent of the Library, assign, hypothecate, or mortgage any terms in a contract with the City or sublease or license any portion of the work. Any attempted assignment, hypothecation, mortgage, sublease, or license without consent of the Library shall render a contract null and void. Each and all conditions herein contained to be performed by proposer shall be binding on any consented transferee thereof.

5. Alternatives

Proposers shall not change any wording in the RFQ or associated documents. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the proposal's documents. Alternatives that do not substantially meet the Library's requirements cannot be considered. Proposals offered subject to conditions or limitations may be rejected as non-responsive.

6. Proposal Errors

Proposer is liable for all errors or omissions incurred by proposer in preparing the proposal. Proposers will not be allowed to alter proposal documents after the due date for submission.

The Library reserves the right to make corrections or amendments due to errors identified in a proposal by the Library or the proposer. This type of correction or amendment may only be allowed for errors in typing or transposition. All changes must be coordinated in writing with and authorized by the RFQ Administrator identified in Section G.11 of this RFQ.

7. Interpretation and Clarifications

The Library will consider prospective recommendations or suggestions regarding any requirements before the Mandatory Pre-Proposal Conference. All recommendations or suggestions must be in writing and submitted to the RFQ Administrator identified in Section G.11 of this RFQ. The Library reserves the right to modify requirements of any RFQ if it is in the best interest of the Library.

8. Protest of RFQ, Bidding Process, or Proposed Award

Should a proposer object on any ground to any provision or legal requirement set forth in the RFQ, or any addendum to the RFQ, the proposer must submit a protest within seven calendar days after the RFQ or addendum is issued.

Protests based on alleged apparent improprieties in a bid process shall be submitted before bid opening or the closing date for receipt of proposals.

Protests of procedural and technical issues must be submitted within seven calendar days of the transmission of the e-mailed notice of the contract award recommendation.

At a minimum, the protest must include a written document with the following information:

- Name, address, and telephone number of the protesting party.
- Title and number of this RFQ.
- Detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, reference to the specific portion(s) of the documents that form the basis of the protest, and a description of resulting prejudice to the protester.
- Request for a ruling from the Library and statement of the form of relief requested.

The protest and attached documentation must be submitted to the following address by **certified mail or personal delivery**:

Madeleine M. Rackley, Business Manager
Los Angeles Public Library
630 West Fifth Street
Los Angeles, CA 90071

The Board of Library Commissioners, or its designee, shall make a final determination with respect to the protest and, if applicable, shall award or reject the contract accordingly. The decision of the Board, or designee, shall be final.

The procedure and time limits set forth in this section are mandatory and are the proposers' sole and exclusive remedy in the event of a protest. Failure by a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including by filing a Government Code claim or through other legal proceedings.

9. Cost of Proposal Preparation

The Library is not responsible for any costs incurred by the proposer for preparing and submitting proposals in response to this RFQ.

10. Americans with Disabilities Act

As covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposal, programs, services and activities. If an individual with a disability requires accommodations to attend a Pre-Proposal Conference, please contact the RFQ Administrator identified in Section G.11 of this RFQ at least five working days prior to the scheduled event.

11. Contact for Information / RFQ Administrator

For answers to questions relating to the content of this RFQ, proposers must submit written questions at least 14 days prior to the due date and time of the proposal, as listed on www.rampla.org via email to:

Deirdre Gomez
Los Angeles Public Library
E-mail: dgomez@lapl.org

The Library shall be the sole judge of whether a response is required for any question. Questions and answers will be posted on www.rampla.org as an addendum to the RFQ. Any oral communication between a proposer and a City employee is not binding on the Library or the City of Los Angeles.

Note that this section does not concern protests, which must be submitted pursuant to the requirements and deadlines of Section G.8 of this RFQ.

12. Standard Provisions for City Contracts

All contracts entered into as a result of this RFQ are subject to the Standard Provisions for City Contracts (Rev. 9/22 [v.1]) which are included as Attachment A of this RFQ.

- H. **PROPOSER CHECKLIST- COMPLETED CHECKLIST IS REQUIRED WITH SUBMISSION.**
Proposers are to complete and submit a copy of this Proposer Checklist with the proposal, which must contain the following items to be found responsive to this RFQ:

Section	Form / Document Description	Exhibit No.	Initials
RFQ C.1	Cover Letter	--	
RFQ C.2	Executive Summary	--	
RFQ C.3	Proposer's Qualifications and Experience	--	
RFQ C.4	References and Letters of Recommendation	--	
RFQ C.5	Description of Service(s) to be Provided by Proposer (Complete and submit Attachment D of this RFQ)	--	
RFQ C.6	Proposed Fees and Expenses	--	
RFQ D.1	Declaration of Non-Collusion Affidavit (<u>Must be Notarized</u>)	Exhibit E.1	
RFQ D.2	Contractor Responsibility Ordinance (CRO) Questionnaire	Exhibit E.2a	
RFQ D.2	CRO Pledge of Compliance	Exhibit E.2b	
RFQ D.3	Certification Regarding Compliance with the Americans with Disabilities Act (ADA) Form	Exhibit E.3	
RFQ D.4	Certification of Compliance with Child Support Obligations Form	Exhibit E.4	
RFQ D.5	City of Los Angeles Contract History Form	Exhibit E.5	
RFQ D.6	City of Los Angeles Residence Information Form	Exhibit E.6	
RFQ D.7	Bidder Certification CEC Form 50	Exhibit E.7	
RFQ D.8	Prohibited Contributors – Bidders CEC Form 55	Exhibit E.8	
RFQ D.9	Iran Contracting Act of 2010 Affidavit (If Applicable)	Exhibit E.9	
RFQ D.10	Equal Benefits Ordinance (EBO) and/ First Source Hiring Ordinance (FSHO) – Online Submission	Exhibit E.10	
RFQ D.11	Disclosure Ordinances – Online Submission	Exhibit E.11	
RFQ D.12	Business Inclusion Program (BIP) Walkthrough Manual – WAIVED	Exhibit E.12	
RFQ D.13a	Local Business Preference Program - Info Only, do not submit with proposal.	Exhibit E.13a	

Section	Form / Document Description	Exhibit No.	Initials
RFQ D.13b	Local Business Preference Program (LBPP) Certification Information (If Applicable and application has been submitted on LARAMP, note with initials.)	Exhibit E.13b	
RFQ D.14	Living Wage Ordinance (LWO) Employee Information (Form LW-6) (No submission required at this time)	Exhibit E.14a	
RFQ D.14	LWO Subcontractor Information (Form LW-18) (No submission required at this time)	Exhibit E.14b	
RFQ D.14	LWO Exemption Application (Form LW-10) – If applying for exemption	Exhibit E.14c	
RFQ D.14	LWO Small Business Exemption Application (Form LW-26) – If applying for exemption	Exhibit E.14d	
RFQ D.14	LWO 501(c)(3) Non-Profit Exemption Application (Form OCC/LW-28) – If applying for exemption	Exhibit E.14e	
RFQ D.14	LWO Non-Coverage Determination Application (Form OCC/LW29) – If applying for exemption	Exhibit E.14f	

ATTACHMENT B to RFQ – SAMPLE CONTRACT

**CONTRACT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
NAME OF ORGANIZATION
FOR
NAME OF PROJECT**

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 herein individually as a "Party" or collectively as the "Parties".

WHEREAS, the Los Angeles Public Library, also known as the Library Department (Library), requires the services of experienced individuals and agencies to provide marketing and public relations services on an as-needed and as-requested basis;

WHEREAS, on **Month Day**, 2024, the Board approved the release of a Request for Qualifications for Marketing and Public Relations Consulting Services (RFQ) to enter into new contracts with qualified and experienced entities (Library Resolution No. 2024-XX);

WHEREAS, on **Month Day**, 2024, the RFQ was released and a Mandatory Pre-Proposal Conference was held on **Month Day**, 2024. On **Month Day**, 2024, the Library received **X** proposals;

WHEREAS, the Library staff reviewed the proposals and found **both/all/none** to be responsive to the RFQ submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposals and determined that the proposal submitted by the Contractor met the needs of the Library; and

WHEREAS, on **Month Day**, 2024, the Board approved the award of a Contract with the Contractor to provide marketing and public relations consulting services (Library Resolution No. 2024-XX).

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

1.0 DOCUMENTS

This Contract shall be composed of the following documents:

- 1.1 The Contract.
- 1.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 1.3 Project Bid Selection Documents
 - a) Notice of Available Work (Exhibit B)

- b) Notice to Proceed (Exhibit C)
- c) Supplemental Notice to Proceed (Exhibit D)

2.0 ORDER OF PRECEDENCE

This Contract contains the full and complete Contract between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Contract. Resolution of any conflicting provisions in the documents constituting this Contract shall be resolved by considering the documents according to the following order of precedence:

- 2.1 The Contract.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 Project Bid Selection Documents
 - a) Notice of Available Work (Exhibit B)
 - b) Notice to Proceed (Exhibit C)
 - c) Supplemental Notice to Proceed (Exhibit D)

3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions shall be as required by the Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).

4.0 TERM OF CONTRACT

The term of this Contract shall be for three years and shall be subject to earlier termination by the Library. This Contract shall be effective as of the date of the last required signature below.

5.0 SCOPE OF WORK

The Contractor shall provide materials and services to the Library as proposed and described in this Contract (*TO BE DESCRIBED*).

(Note: Pertinent portions of the selected Proposers' submitted proposal and the RFQ, including Attachment D of the RFQ, may be inserted into this Section to be part of the executed contract).

6.0 PROJECT BID PROCESS

The following is the process that the Library will utilize to select a contractor for specific services during the term of this Contract:

- 6.1 The Library, on an as-needed basis, will issue a Notice of Available Work to all applicable contractors, substantially in the form included as Exhibit B of this Contract. The Notice of Available Work will detail the requirements

and information of the specific project, including deliverables and duration of the project.

- 6.2** Contractors interested will respond with a written project proposal which must include:
- a) A cost estimate which may be presented in an hourly rate of assigned personnel or by an overall specific project cost.
 - b) Contractor staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
 - c) Any additional information for the Library to consider and which the contractor requires to meet the needs of the Notice of Available Work.
- 6.3** The Library will select the contractor it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by Library staff and scored in the four criteria stated as below:

CRITERIA CATEGORY	MAXIMUM POINTS
Ability to perform the requested work by demonstrating an understanding of the needs of the Library and Library patrons.	TBD
Ability to perform the requested work by demonstrating past experience on similar projects.	TBD
Ability to provide the requested work at a reasonable cost to the Library.	TBD
Submission of a high-quality professional response demonstrating the ability to perform the requested work.	TBD
TOTAL	100

- 6.4** The Library will issue a Notice to Proceed to the selected contractor, substantially in the form included as Exhibit C of this Contract. The Notice to Proceed will authorize the selected contractor to begin work and specify a "Not to Exceed" compensation amount. The selected contractor shall complete the work within the timeframe indicated on the Notice to Proceed.
- 6.5** Any revisions to compensation, timeframe, or to the specific project must be approved in writing by the City Librarian, or designee, and memorialized on the Supplemental Notice to Proceed, substantially in the form included as Exhibit D of this Contract.
- 6.6** The Library reserves the right to not issue and/or cancel any Notice of Available Work or Notice to Proceed at any time.

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 Contractor's Proposed Fees and Expenses to be inserted.
- 7.3 The total payment from the Library to the Contractor for services and materials acquired in accordance with 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 listed in Section 11.0 ("Contract Representatives") of this Contract. 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 11.0 ("Contract Representatives") of this Contract, or via hard copy to:

Los Angeles Public Library
Attention: Lauren Skinner
Public Information Director
Marketing and Public Relations
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: Name
Title: Title
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-XXXX
Email: ADDRESS@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.

21.0 ENTIRE CONTRACT

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Contract between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Contract.

(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

CONTRACTOR

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

By _____
NAME
Title
Company Name

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
JOSHUA M. TEMPLET
Deputy City Attorney

By _____
RAQUEL BORDEN
Secretary to the Board

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____

Date _____

EXHIBIT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

PSC-45. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

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)

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

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

Professional Liability (Errors and Omissions)

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Pollution Liability

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

Crime Insurance

Other: _____

LOS ANGELES PUBLIC LIBRARY
IMMIGRATION ASSISTANCE SERVICES
AND IMMIGRANT INTEGRATION AND INCLUSION PROJECTS
Notice of Available Work No. Year-XXX
Released DATE

DESCRIPTION OF PROJECT

Narrative of Project and Deliverables

Bid Due: *Date*
 Time
 Location

Email Bid To: *LAPL Staff Email*

Contact: *LAPL Staff Name*
 Section / Title
 Telephone Number

Please email any questions to the contact person identified above.

OVERVIEW

Project Budget

Project Timeline

Bid Submittal Requirements and Specifications

In order to be considered for this specific project, please submit the following for review and evaluation by the Library. Provide one bound response to this Notice of Available Work to include:

Submittal Requirements and Specifications including Cost

The response must be a high-quality professional submission demonstrating the ability to perform this work in an accurate and efficient manner. The submission will be considered a work-sample for quality and accuracy purposes and will be evaluated accordingly.

Evaluation

The evaluation of the submission will be conducted by Library staff and include a review for professionalism, including presentation of material and accuracy of information.

The submission which best meets the needs of the Library and the bid submittal requirements and specifications, and has the best cost for the Library will be recommended for the project and a written Notice to Proceed will be issued by the Library.

Exhibits

If Applicable

Los Angeles Public Library
Immigration Assistance Services and
Immigrant Integration and Inclusion Projects
Notice of Available Work No. Year-XXX
Page 2

All terms and conditions of the Immigration Assistance Services and Immigrant Integration and Inclusion Project Contract shall remain in full force and in effect.

**THE CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY**

By:

Project Manager
Los Angeles Public Library

Date:

**BOARD OF LIBRARY
COMMISSIONERS**

VALERIE LYNNE SHAW
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CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS

MAYOR

DATE

**LOS ANGELES
PUBLIC LIBRARY
ADMINISTRATIVE OFFICES**

RICHARD J. RIORDAN
CENTRAL LIBRARY
630 WEST FIFTH STREET
LOS ANGELES, CA 90071

(213) 228-7515 Phone
(213) 228-7096 TDD
(877) 488-4327 TDD
(TOLL FREE NO.)

JOHN F. SZABO
CITY LIBRARIAN

CONTRACTOR NAME
CONTRACTOR ADDRESS
CONTRACTOR ADDRESS

**RE: IMMIGRATION ASSISTANCE SERVICES AND IMMIGRANT INTEGRATION
AND INCLUSION PROJECTS – NOTICE TO PROCEED WITH NOTICE OF
AVAILABLE WORK NO. YEAR-XXX**

The Los Angeles Public Library has selected your response to the Notice of Available Work No. YEAR-XXX released on DATE.

All work must be done in conformance with Contract No. C-XXXXXX between the Los Angeles Public Library and CONTRACTOR NAME and in your response to the Notice of Available Work No. YEAR-XXX released on DATE.

Term of Project:
Cost / Pricing:

If you have any questions or require additional information, please contact STAFF NAME and TELEPHONE NUMBER.

Sincerely,

NAME
Project Manager
Los Angeles Public Library

cc: LAPL Business Office

**BOARD OF LIBRARY
COMMISSIONERS**

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JOHN F. SZABO
CITY LIBRARIAN

CONTRACTOR NAME
CONTRACTOR ADDRESS
CONTRACTOR ADDRESS

**RE: IMMIGRATION ASSISTANCE SERVICES AND IMMIGRANT INTEGRATION
AND INCLUSION PROJECT – SUPPLEMENTAL NOTICE TO PROCEED
WITH NOTICE OF AVAILABLE WORK NO. YEAR-XXX**

On DATE, the Los Angeles Public Library issued a Notice to Proceed based on your response to the Notice of Available Work No. YEAR-XXX released on DATE.

The following items are supplemental items which are to be completed as part of the aforementioned Notice to Proceed:

- 1.
- 2.
- 3.

All work must be done in conformance with Agreement No. C-XXXXXX between the Los Angeles Public Library and CONTRACTOR NAME and in your submitted response to the Notice of Available Work No. YEAR-XXX released on DATE.

If you have any questions or require additional information, please contact STAFF NAME and TELEPHONE NUMBER.

Sincerely,

NAME
Project Manager
Los Angeles Public Library

cc: LAPL Business Office

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

ATTACHMENT C

DATE: March 19, 2020

TO: ALL CITY DEPARTMENT HEADS

FROM: Shannon Hoppes, Chief Procurement Officer
Mayor's Office of Budget and Innovation 

Subject: Electronic Signature Policy

Purpose and Scope

This Citywide Electronic Signature Policy shall be implemented by all City Offices and Departments to promote efficiency, improve productivity, reduce waste, and ensure convenient and timely access to City services. This Policy furthers the City's goals to reduce the consumption of paper and the storage of paper documents.

This Policy establishes where electronic signature technology may replace a wet/manual signature, with the objective of promoting the use of paperless, electronic documents whenever appropriate and allowed by law and/or ordinance. This Policy applies to all signatures used in processing various City documents and assumes the City signer has been granted the authority to sign.

To the fullest extent permitted by law, the City accepts electronic or scanned signatures as legally binding and equivalent to wet/manual signatures.

Policy

This Policy applies to contracts, documents and/or forms requiring a signature of any person where the signature is intended to show authorship, approval, authorization, or certification, as allowed by law. It is the goal of this Policy to encourage the use of electronic or scanned signatures in all internal and external activities, documents, forms, and transactions where it is operationally feasible to do so, where existing technology permits, where it is efficient to do so, and in otherwise appropriate activities based on the Department's preferences in consultation with the City Attorney's Office. In such situations, affixing an electronic or scanned signature to the document in a manner consistent with this Policy shall satisfy the City's requirements for signing a document.

Unless otherwise prohibited by law or City policy, an electronic or scanned signature shall have the same force and effect as a contract executed with an original ink signature. Departments may use electronic signatures to execute all City contracts and related documents, provided the electronic signatures are appropriate, available, and comply with applicable laws.

The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, forms, documents or other electronic means of a copy of an original signed contract.

The terms "digital signature" and "electronic signature" may sound similar. However, a digital signature is a specific type of electronic signature that uses cryptography technology. In the event Departments feel that federal, state, or municipal law requires a

digital signature, Departments should seek the advice of the City Attorney's Office. Very few City documents will require digital signatures, and an electronic signature will be sufficient.

Types of Documents Permitted for Electronic and Scanned Signature

This Policy is intended to broadly support the use of electronic signatures. Departments are encouraged to consult with the City Attorney's Office if Departments are uncertain if the electronic/scanned signature is acceptable for a document. However, below are examples of the types of documents where electronic/scanned signatures are allowed:

- | | |
|---|--------------------|
| a) Memos, forms, board letters and other correspondence | Electronic/Scanned |
| b) Contracts | Electronic/Scanned |
| c) Certificates and permits | Electronic/Scanned |
| d) Notarized document | Scanned |

Please note that Ethics Forms 50 and 55 must be signed via a software that is accepted by the Ethics Commission (i.e. DocuSign, Adobe).

Definitions

Awarding Authority is any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for, or on behalf of, the City of Los Angeles.

Contract is any agreement, franchise, lease or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof. Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention.

Digital Signature is a specific signature technology implementation of electronic signature that uses cryptography [i.e. Public Key Infrastructure (PKI) technology to issue digital certification] to provide additional proof of the identity of the signer and integrity of a document. PKI technology is accepted by the California Secretary of State for digital signatures created by public entities. As noted above, digital signatures will not be required for most City contracts, documents, or forms.

Electronic Record is a record created, generated, sent, communicated, received, or stored by electronic means.

Electronic Signature is an electronic identifier, created by computer, attached or affixed to or logically associated with an electronic record, executed or adopted by a person with the intention of using it to have the same force and effect as the use of a manual signature.

Electronic Transaction is a transaction conducted or performed, in whole or in part, by electronic means or electronic records

Public Key Infrastructure (PKI) is a set of roles, policies, hardware, software and procedures needed to create, manage, distribute, use, store and revoke digital certificates and manage public-key encryption.

Scanned Signature is a manual signature that has been placed on a document that has been scanned into an electronic record.

Signature is a mark or sign (including a full name, initial, or identifying) made by an individual on an instrument or document to signify knowledge, approval, acceptance, or obligation.

**LOS ANGELES PUBLIC LIBRARY
MARKETING AND PUBLIC RELATIONS CONSULTING SERVICES
REQUEST FOR QUALIFICATIONS (RFQ)**

ATTACHMENT D

**CHECKLIST OF MARKETING AND PUBLIC RELATIONS SERVICES
TO BE PROVIDED**

Proposers must identify at least one of the following skills or services that will be provided to the Library should a contract be awarded. Proposers are NOT required to provide all of the following skills or services. Proposers **must complete and include this checklist** in their submitted response to be considered responsive to the RFQ. See Section B (“Services to be Provided”) of the RFQ for a description of the following types of skills or services.

Name of Proposer:	
Skills and Services (Section B of the RFQ)	Check if Proposer will Provide the Skills or Services
1. PLANNING	
A. Communications Plans (External and Internal)	
B. Marketing Plan	
C. Crisis Communications Plan	
D. Strategic Planning	
2. CREATIVE	
A. Branding	
B. Graphic Design	
C. Collateral	
D. Premiums	
E. Digital	
F. Advertisements	
G. Video	
H. Photography	
3. RESEARCH	
A. Market Analysis	
B. Audience Analysis	
C. Landscape Scans and Competitive Assessment	
D. Surveys	
E. Focus Groups	
F. Reports and Presentations	
4. PUBLIC RELATIONS	
A. Special Events	
B. Strategic Counsel	
C. Coalitions	
D. Training	
E. Direct Marketing	
5. MEDIA RELATIONS	
A. Media Outlets	
B. Internal Channels	
C. Media Buying	
D. Social Media	