

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: 11/14/2022Agreement/Reference: Audiovisual Consultant RFP

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 StatutoryEL 1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

✓ General Liability City of Los Angeles must be named as an additional insured party
1,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

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

 _____ **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 _____☐ _____

☐ _____

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

 _____ **Crime Insurance**

Other: Provided to: Auriel Granger, 213-228-7416

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

EXHIBIT B:
Request for Proposals
for
Audiovisual Consultant Services

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

REQUEST FOR PROPOSALS No. 44-026

FOR

AUDIOVISUAL CONSULTANT

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

Phone: 213-228-7000

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

Email: esarao@lapl.org (Project Manager)
agranger@lapl.org (Asst. Project Manager)

REQUEST FOR PROPOSAL (RFP) NO. 44-026

AUDIOVISUAL CONSULTANT

CITY OF LOS ANGELES

LOS ANGELES PUBLIC LIBRARY

Date RFP Issued:	January 10, 2022
Title:	RFP #44-026 Audiovisual Consultant
Description:	The Los Angeles Public Library (LAPL) seeks a qualified consultant to provide professional and technical audiovisual consulting.
LABAVN Website Address:	http://labavn.org Proposer must register on this website (Los Angeles Business Assistance Virtual Network) before they can access the RFP and updates. The Business Inclusion Program (BIP) outreach must be completed fifteen (15) days prior to the RFP due date. See the exact date for this RFP on the LABAVN website. PLEASE NOTE YOU MUST BOOKMARK THE OPPORTUNITY IN THE UPPER LEFT CORNER TO RECEIVE UPDATES OF ADDENDA AND QUESTION & ANSWER POSTINGS.
Term:	One-year with two (2) one-year renewable options
KEY DATES	
Business Inclusion Program Outreach (BIP)	Must be submitted through http://www.labavn.org , 15 calendar days prior to the proposal due date.
Proposal Due:	April 6, 2022 by 2:00 p.m. (PST)
Mandatory Pre-proposal Conference Date:	Wednesday, February 23, 2022 10:00 a.m. (PST) – Via ZOOM RSVP by Wednesday, February 16, 2022, 4:00 p.m. ***Details available on section H.2 in the RFP***
Proposal Delivery Address:	Mailed: Los Angeles Public Library Board of Library Commissioners 630 W. Fifth St. Los Angeles, CA 90071 Attn: Raquel Borden, Commission Executive Assistant II Google Shared Drive: AudiovisualConsultant@lapl.org
Program Manager:	Eloisa Sarao esarao@lapl.org
Asst. Project Manager	Aurial Granger agranger@lapl.org

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The Los Angeles Public Library

Request for Proposals (RFP)

for

Audiovisual Consultant

Request for Proposals documents are available at:

<http://www.labavn.org> - Proposer must register on this website (Los Angeles Business Assistance Virtual Network) before accessing the RFP and updates.

Responses will be submitted in accordance with the proposal documents. All proposals will be filed with the Board of Library Commissioners Administrative Offices on or before

Wednesday, April 6, 2022, 2:00 p.m. (PST)

The Los Angeles Public Library reserves the right to reject any and all responses.

In the performance of any contract awarded, the Proposer will not discriminate in employment practices against any employee or applicant for employment because of race, religion, national origin, sex, age, or physical handicap.

If you have any questions, please email the Project Manager, Eloisa Sarao, at esarao@lapl.org and the Asst. Project Manager, Aural Granger at agranger@lapl.org.

A. SUMMARY

The Los Angeles Public Library (LAPL) is issuing a Request for Proposals (RFP) to select a qualified individual or firm to provide professional and technical consulting services to plan, direct, coordinate, produce, and manage audiovisual and technical productions, assure maintenance of equipment and venues and coordinate the upgrading of equipment and audiovisual capabilities in LAPL facilities. The Central Library and its 72 branch libraries have meeting rooms and other facilities available for public and private use which are equipped with sophisticated sound and lighting equipment. The services of a qualified consultant will be provided under a personal services contract with the LAPL beginning approximately Summer 2022.

B. SERVICES TO BE PROVIDED

The audiovisual consultant will be expected to perform the following:

1. Coordinate, produce, direct, and stage presentations, including, but not limited to, recitations, plays, musicals, mime, puppet, chamber music, and meetings.
2. Plan, design, direct, produce and manage sound, light, computer interfaces with other audiovisual equipment, video, slides, films, and set arrangements and may coordinate construction projects.
3. Recommend the most practical, suitable, and economically feasible equipment needed for each LAPL venue. Contract and supervise labor for installation.
4. Recommend needed construction work to improve the technical and audiovisual capabilities of various LAPL venues including but not limited to branch libraries, utilizing a working knowledge of plumbing, electrical, and other building trades.
5. Coordinate the use of appropriate freelance and/or other temporary personnel as needed to provide adequate technical and stage support.
6. Schedule and train LAPL personnel on simpler technical functions of audiovisual equipment such as projector, DVR, etc.
7. Meet and interact with prospective corporate, private and government customers desiring to use LAPL facilities and equipment for meetings and events. Meet with artists to determine their production requirements.
8. Develop written instructions for use of audiovisual equipment and

procedures for use of equipment in all LAPL venues. Provide written reports as needed.

9. Resolve technical problems and repair equipment when possible or arrange for outside repair as necessary upon advance approval by the Director of Facilities and Events Management or designee.
10. Assist in maintaining facilities calendar computer database.

C. WORK SCHEDULE

Consultant will work the hours that best meet the demands of the programs or special events or productions as they are scheduled by the LAPL to assure the success of the presentations being made. The Consultant's schedule will be approved by the Director of Facilities and Events Management or designee. Consultant will be available on call when necessary. Schedules may vary from a four (4) hour work day to a twelve (12) hour work day, and/or a five (5) day work week to seven (7) day work week. The schedule will involve nights and weekends.

Under normal conditions, excluding holidays and vacations, consultant may work approximately 20-50 hours per week, depending on the event calendar. Consultant will only be paid for the actual hours worked upon approval of the Director of Facilities & Event Management.

D. WORK SITES

The consultant will be provided work space, computer, and office supplies in the Central Library facility, 630 W. 5th Street, Los Angeles, CA 90071.

E. TERM OF AGREEMENT

The term of the Contract shall be for two (2) years with one (1) one-year renewal option.

F. QUALIFICATIONS OF CONSULTANT

A contract will be awarded to an individual, individuals, or a firm with the strongest qualifications in the following areas of expertise:

1. Expert working knowledge of lighting for different kinds of productions, sound reinforcement systems and their application to varied needs, video, computer to audiovisual interface and theatrical production equipment and techniques.

2. Ability to design and set up sound systems for events as diverse as a single microphone press conference with a press bridge, to a panel discussion, to a full set up with twenty (20) microphones, monitors and additional amplification as well as mix for recording.
3. Ability to manage technical rehearsals and operate computerized lighting boards.
4. Experience with and working knowledge of video systems from the point of view of designing installations for particular needs.
5. Ability to design theatrical, dance, formal presentation and party lighting. Ability to hang, focus and program a lighting console.
6. General knowledge of communication services such as ISDN, fiber optic and T3 lines.
7. Organizational skills as relates to: scheduling personnel, equipment, and venues.
8. Ability to record, shoot, and edit audio and digital video using editing equipment and software.
9. Familiar with compression software, authoring software for DVDs, and disk duplication and printing hardware and software.
10. Experienced on streaming hardware and software.
11. Ability to manage audiovisual services for several venues simultaneously with minimum additional personnel.
12. Understanding of and ability to run a TriCaster 460 for multi camera video streaming and recording.
13. Understanding and ability to work with fiber optics in video transmission.
14. Expert working knowledge to perform some minor repairs and modifications to existing lighting and audiovisual equipment, the ability to handle installations of new equipment and to determine when it is necessary to hire outside staff when this work cannot be done in-house.
15. Management skills to coordinate and organize events, produce and stage presentations, schedule staff and arrange for the purchase and rental of musical, audiovisual, computer, and lighting equipment.

16. Ability to work well with various clientele such as corporate executives, artists, dignitaries, and celebrities to ensure a good interface between people and technology.
17. Good working knowledge of the building trades in order to coordinate and manage construction work for the purpose of modifying venues.
18. Working knowledge of computers (Mac and Windows platforms) and networking.
19. Ability to lift at least 70-pound tables and equipment.

G. EVALUATION AND SELECTION PROCESS

1. Proposal Responsiveness Criteria

To be considered responsive to this solicitation, Proposers must submit completed responses to all items requested, including completed responses in compliance with Standard Provisions for City Contracts (Rev. 10/21) [v.4]) (See Attachment 1.). Failure to include satisfactory responses to these items may result in the rejection of such proposals as non-responsive.

2. Evaluation Process

A panel of LAPL staff and subject matter experts will evaluate the proposals as described in this RFP. Proposals deemed non-responsive will be disqualified and will not be evaluated. The review panel may request additional information to clarify a submitted proposal. The LAPL also reserves the right to waive any informality in a proposal when to do so would be to the advantage of the City and its taxpayers.

The following criteria will be used in evaluating proposals and selecting the successful proposer. Evaluation of submitted proposals will be based on the following factors and the points available for each factor:

	Maximum Points
Proposed Fees	45

Experience and past performance of the proposer	35
Responsiveness of proposal	20
TOTAL	100

H. **GENERAL REQUIREMENTS - PROPOSAL SUBMISSION**

1. Proposals shall be based only on the material contained in the RFP, pre-proposal conference responses, amendments, addenda, and other materials published by the LAPL relating to the RFP. Proposers shall disregard any previous draft materials and oral representations that may have been obtained by the proposer. Proposals shall be submitted in accordance with the requirements of this RFP, including any addenda.

2. **Mandatory Pre-proposal Conference**

A Mandatory Pre-proposal Conference will be conducted to provide an overview of the RFP. The purpose of this meeting is to allow each Proposer to review the RFP with the LAPL project team. To obtain the greatest benefit of the meeting, Proposers are strongly encouraged to send their direct supervisory personnel/critical project team members (in lieu of business development or sales personnel). Attendance at the Mandatory Pre-Proposal Conference and Sign-in on the attendance roster is required to satisfy requirements of the City's Business Inclusion Plan submittal (see Exhibit E.19).

Participation in the Mandatory Pre-proposal Conference will be accomplished by Zoom. Questions may be submitted prior to the meeting to Aerial Granger, agranger@lapl.org. Any questions related to the RFP will be addressed at the Mandatory Pre-proposal Conference and subsequently posted online on the City's website www.labavn.org below "Documents - Additional Documents" in the RFP No. 44-026 for Audiovisual Consultant opportunity. Additional questions must be submitted by **Wednesday, March 23, 2022, 4:00 p.m.** to agranger@lapl.org and will be posted on www.labavn.org.

The Mandatory Pre-Proposal Conference will be held as follows:

Topic: RFP Audiovisual Consultant

When: Wednesday, February 23, 2022 10:00 a.m. (PST)

RSVP: https://docs.google.com/forms/d/e/1FAIpQLSfFv9wrltVDdE35l5xC6_lx-N2ybtU8cKKbuxbl8QadKVOtEg/viewform?usp=sf_link

Please RSVP by **Wednesday, February 16, 2022**, 4:00 p.m. and fill out the Google form, providing the name of attendee, position, company, address, phone number, and email address.

Register on Zoom in advance for this meeting:

<https://lapl.zoom.us/meeting/register/tZYkd--qqzstHtHBCu1wJK4hbqvLBEzDilwk>

After registering, you will receive a confirmation email containing information about joining the Zoom meeting.

3. Submission Requirements

Persons or firms interested in responding to this RFP will submit a proposal in accordance with the format provided below. Failure to meet this requirement may be cause for rejection of the proposal as non-responsive. The proposal must cover all of the RFP specifications. Proposals should not include unnecessary promotional materials and should be as succinct as possible. The proposer should list only those references that would substantiate his or her experience as it relates to Section B. and F. of this RFP. LAPL accepts no responsibility for the cost of preparing any proposal.

The LAPL will only evaluate written submitted proposals with the appropriate signatures. [Please note, Facsimile signatures or signatures scanned into .pdf \(or signatures in another electronic format designated by the City\) and sent by email shall be deemed original signatures. Please note that Ethics Forms 50 and 55 must be signed via a software that is accepted by the Ethics Commission \(i.e. DocuSign, Adobe\). \(See Attachment 6\)](#)

A proposal must be postmarked or emailed documenting the date/time-stamped ensuring due date requirements and addressed as directed in Section H.3.1 - Proposal Submission Requirements.

The formal opening and review of proposals will not occur any sooner than seven (7) days past the due date, Wednesday, April 6, 2022.

The LAPL reserves the right to extend the submission date. Any changes on the submission date will be posted on <http://www.labavn.org>.

Proposers may elect to submit postmarked packages containing physical copies of their proposal via **United States Postal Services (USPS)** or via email through the Proposer **Google Drive**.

The following are requirements Proposers must follow for each of these methods for their proposal to be deemed responsive:

3.1 Proposal Submission Requirements

3.1.1 Submissions via **USPS** must be postmarked on or before **Wednesday, April 6, 2022, 2:00 p.m.**

Proposers are required to submit:

- a. One (1) original proposal with original signatures on all documents requiring a signature.
- b. Three (3) copies of the proposal with signature copies on all documents requiring a signature.
- c. One (1) unbound copy of the proposal with signature copies on all documents requiring a signature.
- d. One (1) flash drive containing the entire proposal in electronic format (PDF). More than one (1) file is acceptable, but all files must be clearly labeled with an appropriate filename.

Each proposal must be enclosed in a sealed package showing "RFP 44-026 for Audiovisual Consultant Response from <Vendor Name>" in the lower left-hand corner. The proposal should be addressed as follows:

Board of Library Commissioners
Los Angeles Public Library
630 W. Fifth Street
Los Angeles, CA 90071
Attn: Raquel Borden

3.1.2 Submissions via the Proposer's own **Google Drive** must be emailed on or before Wednesday, April 6, 2022 by 2:00 p.m. (PST).

In lieu of submitting physical copies of their response, Proposers may submit their response via Google Drive to AV_Consultant@lapl.org by 2:00 p.m. (PST) on Wednesday, April 6, 2022 to be considered responsive. The Google Drive submission must include the Proposal and all relevant attachments and exhibits in **PDF** format.

Bidder instructions to send their RFP bid:

- a. RFP bidders must send their Proposal using their own Google Drive.
- b. On the Proposer's Google Drive, create a new folder and name it "RFP 44-026 for Audiovisual Consultant Proposal - <Vendor's Name>."
- c. Place the Proposal to the RFP and all the required documents into this shared folder, "RFP 44-026 for Audiovisual Consultant - <Vendor's Name>" and share it with AV_Consultant@lapl.org.
- d. When a shared Proposal is received by LAPL and the Proposal has been downloaded from the shared folder AV_Consultant@lapl.org, LAPL will reply with a returned email confirming receipt of RFP. The formal opening and review of proposals will not occur any sooner than seven (7) days past the due date, Wednesday, April 6, 2022
- e. Proposers shall include reference to *"RFP 44-026 for Audiovisual Consultant Proposal - <Vendor's Name>"* in the subject line of their email and adhere to the following additional requirements:
 - i. Proposers should submit the Proposal package in a single Google Drive submission.
 - ii. Proposals submitted via Google Drive must be sent from one email address, which must be consistent with an email address provided by the Proposer in reference to Section H.3.3.5 - Cover Letter. The LAPL reserves the right to seek clarification or reject

the Proposal as nonresponsive if the LAPL is unable to determine what documents constitute the complete Proposal.

- iii. Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proposers submitting Proposals via Google Drive are solely responsible for ensuring that any submissions are not corrupted. The LAPL may reject Proposals that are compressed, cannot be opened, or that contain viruses, malware, or corrupted attachments.
- f. The Proposer bears all risk associated with delivering its Proposal via Google Drive, including but not limited to delays in transmission between the Proposer's computer and the City of Los Angeles email system.
- g. Proposers who submit Proposals via the Proposer's own Google Drive Requirements will be sent a "Notice of Receipt of Response" email within the day it was submitted to confirm the receipt of the electronic copy of the response according to the timestamp of the email as received by AV_Consultant@lapl.org.
- h. While the LAPL may allow for a Google Drive submission of Proposals, the Proposer acknowledges that email transmissions are inherently unreliable. The Proposer is solely responsible for ensuring that its completed Google Drive Submission of its Proposal has been received before the deadline.

The Proposer is strongly advised to submit physical copies of their Proposal Package per Section H.3.1.1, if:

- i. The Proposer's Google Drives submission is rejected by the City of Los Angeles email system, or
- ii. The Proposer does not receive a response email from the LAPL confirming receipt of the Google Drive Submission within the same day the Google Drive submission was sent by the Proposer.

Proposers are solely responsible for ensuring that, regardless of submission method selected, that the LAPL receives a **complete** Proposal, including all attachments, before the deadline.

It is the responsibility of all Proposers to check the www.labavn.org website for any RFP revisions or answers to questions prior to submitting a Proposal in order to ensure their Proposal is complete and responsive.

3.2 Withdrawal by Proposer

A Proposer may withdraw its proposal provided that the request is in writing, signed by an authorized representative, and is received by the LAPL prior to the proposal deadline date. After proposals have been opened, the proposals shall be subject to acceptance by the City for a period of ninety (90) days. Except as previously stated, no Proposer may withdraw its proposal, except with the written consent of the LAPL. At the sole discretion of the LAPL, Proposers cannot withdraw their proposal due to errors in their proposals.

3.3 The City's Rights of Rejection and Withdrawal of RFP

The LAPL reserves the right to at any time reject any and all proposals and to withdraw this RFP.

3.4 In Writing

All proposals must be submitted in writing as described in Section H.3.1 and Proposers must complete and return all applicable documents including attachments, forms, exhibits, and any technical and/or illustrative literature. The LAPL may deem a Proposer non-responsive if the Proposer fails to provide all required documentation and copies.

3.5 Cover Letter

Each proposal must contain a cover letter limited to one (1) page. The cover letter must include the name, title, address, telephone number, and email address of the person or persons authorized to represent the organization regarding all matters related to the RFP and any subsequent contract(s) awarded. This letter must be signed by the person or persons authorized to bind the Proposer to all commitments made in the proposal.

3.6 Authorized Signatures

Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Proposer or one legal entity. The proposal must identify the responsible entity.

3.7 Relevant Experience

Proposers must submit relevant supporting documentation to demonstrate their skills and experience.

A list and detailed description of at least five successfully completed events within the last two years with dates of completion is to be provided that resemble the work described in Sections B. and F. of this RFP. Please list the name, his/her position, organization, address, phone number, and email address of entity for which services were provided.

3.8 References / Letters of Recommendation / Background Checks

- a. Proposer must include five (5) references for the applicable capabilities, qualifications, and relevant experience cited in Sections B. - Services to be Provided above and Section F. Qualifications of Consultant. For each reference, please list the name, position/title, organization name, jurisdiction, address, phone number and email address. For each reference, describe the nature of the project and the length of the engagement.
- b. A list and detailed description of at least five successful programs within the last two years is to be provided that resemble the work described in Section B. - Services to be Provided and Section F. Qualifications of Consultant and should include letters of recommendation from previous sites where the Proposers delivered audiovisual consulting services. The five successful programs and letters of recommendation may include the five (5) references listed in Section H.3.8.a.
- c. Selected Proposers must be willing to go through a background check, which may include fingerprinting and inquiries to licensing agencies.

3.9 Key Personnel

Provide a list of names, addresses and phone numbers of the personnel the Proposer would use as a back-up to provide audio visual services to LAPL if the Proposer is not able to work an event. The contractor must provide the Director of Facilities and Events Management or designee a 14-day notice if they are not able to work an event. LAPL must review qualifications of back-up personnel and must give prior approval to use them to provide services at an event.

3.10 Proposed Fees and Expenses Schedule

Provide the hourly rate you will charge. (See Attachment 7)

If additional non-salary expenses are required to perform the services described herein, provide a list of such anticipated costs or types of costs (e.g. mileage, supplies).

3.11 Social Security Numbers

The Internal Revenue Service (IRS) requires the LAPL to report all payments to an independent consultant or business whenever payments exceed six hundred dollars (\$600.00) annually. The Audiovisual Consultant is required to furnish LAPL with his or her social security number or Federal Employer Identification Number for the sole purpose stated in this paragraph.

4. General Conditions

4.1 To be considered responsive to this RFP, Proposers must submit completed responses for the following City's' contracting requirements and compliance documents:

4.2 Acceptance and Disposition of Proposals

The LAPL reserves the right to reject all proposals. Failure of the Proposer to submit the above-required documents with their proposal may render the proposal non-responsive and result in its rejection.

It is the intent of the LAPL to award a contract or contracts in a form approved by the City Attorney. The RFP and the Contractor's proposal, or any part thereof, may be incorporated into and made part of the contract. The LAPL reserves the right to further

negotiate the terms and conditions of the contract. The LAPL reserves the right to withdraw this RFP, to reject any proposal for non-compliance with RFP provisions, or not to award a contract at any time due to unforeseen circumstances or if it is determined to be in the best interest of LAPL.

All proposals submitted in response to this RFP shall become the property of the LAPL and will be a matter of public record, subject to the State of California Public Records Act (California Code Sections 6250 et seq.). Proposers must identify in writing all copyrighted material, trade secrets, or other proprietary information that the Proposers' claim are exempt from disclosure under the California Public Records Act (CPRA). Any Proposer claiming such exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the Proposer claims is not subject to disclosure under the Act. Please note that the wholesale use of headers/footers bearing designations such as "confidential," "proprietary," or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by the LAPL as a waiver of any exemption claim. The identification of exempt information must be more specific.

In addition to the requested copies under Section H.3.1, all Proposers must supply one (1) unbound, complete duplicate copy of its proposal with those specific items claimed as exempt clearly marked (redacted). This copy must identify what specific information (if any) in their proposal that they claim, in good faith, is exempt from disclosure under the CPRA.

Any Proposer claiming such exemption must also state in the proposal the following: "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 action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefor."

4.3 Proposal Protest

The LAPL will notify all Proposers of the contract award recommendation. Any protest to a proposal award(s) must be submitted in writing at the address shown below, by certified mail or personal delivery, within seven (7) calendar days of the mailing date

of the notice of contract award recommendation. Proposers may appeal procedural issues only.

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 will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings. At a minimum, any written protest document must include the following:

1. Name, address, and telephone number of the protesting party
2. Name and number of this RFP
3. Detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents. The statement must also refer to the specific portion of the documents that form the basis of the protest.
4. Request for a ruling from LAPL
5. Statement as to the form of relief requested

Protest and attached documentation must be sent to the following address:

John Szabo, City Librarian
Los Angeles Public Library
630 W. Fifth Street
Los Angeles, CA 90071

LAPL may hold a hearing within five (5) working days after receiving the protest, unless waived by the Proposer. The City Librarian will make a final determination with respect to the protest and will award the contract accordingly or reject all proposals. This decision will be final.

4.4 RFP Revisions

Any revision, amendment and addendum made to this RFP will be posted on http: www.labavn.org.

4.5 Transfers, Joint Ventures and Use of Subcontractors

Proposer shall not, without written consent of LAPL assign, hypothecate, or mortgage any terms in a contract with the LAPL or sublease or license any portion of the work. Any attempted assignment, hypothecation, mortgage, sublease, or license without

consent of LAPL 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.

4.6 Information Requested and Not Furnished

The information requested and, the manner of submission, are essential to permit prompt evaluation of all proposals. Accordingly, the LAPL reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

4.7 Alternatives

The Proposer shall not change any wording in the RFP 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 LAPL's requirements cannot be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive.

4.8 Proposal Errors

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

The LAPL reserves the right to make corrections or amendments due to errors identified in the proposal by the LAPL or the Proposer. This type of correction or amendment will only be allowed for errors and typing or transposition. All changes must be coordinated in writing with authorization by and made by the Project Manager.

4.9 Interpretation and Clarifications

The LAPL 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 Project Manager. The LAPL reserves the right to modify requirements on any RFP if it is in the best interest of the LAPL.

4.10 Cost of RFP

The LAPL is not responsible for any costs incurred by Proposer while submitting proposals.

4.11 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 Mandatory Pre-proposal Conference or proposal opening, please contact the Project Manager at least five (5) working days prior to the scheduled event.

4.12 Proposers Contact for Information

For answers to questions relating to the content of this RFP, the Proposers must submit requests by **Wednesday, March 23, 2022** 4:00 p.m. in writing via email to:

Aurial Granger, Management Analyst
Facilities and Events Management
Los Angeles Public Library
630 West Fifth Street
Los Angeles, CA 90071
E-mail: agranger@lapl.org

LAPL will be the sole judge of whether or not an answer is required. All questions submitted in writing by a Proposer and answers provided by LAPL will be posted on LABAVN.org as a Questions and Answer document to the RFP.

Any oral communication between a Proposer and a LAPL employee is not binding on LAPL or the City of Los Angeles.

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

All contracts entered into as a result of this RFP are subject to the Standard Provisions for Personal Services Contracts (Rev 10/21) [v.4] (See Attachment 1).

6. Supporting Documents Required by the City of Los Angeles

Failure to return the requested supporting documents may result in a Proposer being deemed non- responsive. Documents the Proposer deem Non-Applicable must submit the form and title it “Non-Applicable.”

6.1 Declaration of Non-Collusion

Each proposal must have attached thereto the affidavit of the Proposer that 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; and that the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal.

Instruction: Proposers shall submit a signed and **notarized** Declaration of Non-Collusion (Exhibit E.1). No other form will be accepted. *Submit original signed and notarized document in the submitted proposal marked “Original” and copies of signed and notarized document in remaining submitted USPS postmarked proposals or in the one (1) .pdf proposal copy emailed.*

6.2 Contractor Responsibility Ordinance

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). Proposers shall refer to Exhibit E.2, “Contractor Responsibility Ordinance,” for further information regarding the requirements of the Ordinance.

Instruction: All Proposers will complete and return, with their proposal, the CRO Questionnaire included in Exhibit E.3 and CRO Pledge of Compliance, Exhibit E.4. Failure to return the completed questionnaire and Pledge of Compliance to the Ordinance may result in a Proposer being deemed non- responsive. *Submit original signed document in the submitted proposal marked “Original” and copies of signed document in remaining submitted USPS postmarked proposals or in the one (1) .pdf proposal copy emailed.*

6.3 Equal Benefits Ordinance/First Source Hiring Ordinance

The contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), Contractor is required to complete a streamlined EBO/FSHO Compliance

Affidavit web application form that is located on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) at www.labavn.org (See Attachment 3). Proposers are responsible for creating a LABAVN profile and completing and submitting the affidavit once logged on. See below for additional details about the EBO and the FSHO.

Equal Benefits Ordinance

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

The affidavit shall be valid for a period of three years from the date it is first uploaded onto the City's LABAVN. Proposers do not need to submit supporting documentation with their bids or 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 seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

Instruction: All Proposers shall complete and upload the Equal Benefits Ordinance Compliance Affidavit, available on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) residing at www.labavn.org, prior to the award of a City contract that exceeds \$25,000. *Also, submit a copy of the uploaded and signed EBO/FSHO document with each copy of the submitted proposal or emailed proposal.*

First Source Hiring Ordinance

Unless approved for an exemption, Contractors under contracts used primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Sections 10.44, et seq., First Source Hiring Ordinance (FSHO).

Instruction: All Proposers shall complete and upload the FSHO Compliance Affidavit, available on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) residing at www.labavn.org. The affidavit shall be valid for a period of three years from the date it is first uploaded onto the City's LABAVN. The

web form should be completed and submitted online by the time of RFP submission. *Also, submit a copy of the uploaded and signed EBO/FSHO document with each copy of the USPS postmarked submitted proposal or the one (1) pdf proposal copy emailed.*

Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

6.4 Living Wage Ordinance/Wage Rate Chart and Service Contractor Worker Retention Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and Wage Rate Chart (Exhibit E.5) and 10.36 et seq., Service Contract Worker Retention Ordinance (SCWRO) (Exhibit E.10). Bidders/Proposers who believe that they meet the qualifications for one of the exemptions shall apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10) (Exhibit E.9), Small Business Exemption Application (Form LW-26) (Exhibit E.9a English, Exhibit E.9b Spanish), 501(c)(3) Non-Profit Exemption Application (Form OCC/LW-28) (Exhibit E.9c), Non-Coverage Determination Application (Form OCC/LW-29) (Exhibit E.9d) and SCWRO Form for Non-Coverage or Exemption (Exhibit E.11).

These forms and more detailed information about the ordinances are available on the Bureau of Contract Administration's website at <https://bca.lacity>.

The LWO Employee Information Form (Exhibit E.6) will be required of any successful Proposer.

Proposers who intend to subcontract any of their services must submit the LWO Subcontractor Information Form (Exhibit E.8) and the LWO Subcontractor Declaration of Compliance (Exhibit E.7).

The living wage rates, effective July 1, 2021, will not increase and will remain at the prior living wage rate of \$15.00 with health

benefits of \$1.25 per hour, or \$16.25 per hour if health benefits are not provided. For "Airport Employees," the living wage and health benefits hourly rates, effective July 1, 2021, will increase to \$17.00 per hour and \$5.67 per hour, respectively or \$22.67 per hour if health benefits are not provided. These increases are applicable to service contractors, lessees, licensees, City financial assistance recipients, and their subcontractors that are subject to the Living Wage Ordinance. Additionally, subject contractors, lessees, licensees and City financial assistance recipients are required to notify their subcontractors, if any, of the wage rate adjustments, and to ensure that the increases are provided to their affected employees beginning July 1, 2021.

Instruction: No submission is required ***unless*** an exemption will be requested for the Living Wage Ordinance (Exhibit E.9 or E.9a or E.9b) or Non-Profit Exemption Application E.9c. Submit original signed document in the submitted proposal marked "Original" and copies of signed document in remaining submitted USPS postmarked proposals or in the one (1) **pdf** proposal copy emailed.

6.5 Non-Discrimination/Equal Employment/Affirmative Action Plan

Nondiscrimination, Equal Employment Practices and Affirmative Action Program (Non-Construction and Construction) Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

All contracts (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. 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.

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. 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 similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

Bidders/Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Instruction: *No submission is required at this time.*

6.6 Disclosure Ordinance Affidavit (Online Submission)

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code. You must register on LABAVN (www.labavn.org) (See Attachment 4) to access the updated Disclosure Ordinances Affidavit web form. The web form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The web form should be completed and submitted by the time of RFP submission. The web form will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Proposers/Bidders seeking additional information regarding the requirements of the SDO and DBWCO Disclosure Ordinances may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

Instruction: All Proposers shall complete and upload the Disclosure Ordinance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) residing at www.labavn.org prior to submission of the submitted proposal. *Also, submit a copy of the uploaded and signed EBO/FSHO document with each copy of the USPS postmarked submitted proposal or the one (1) pdf proposal copy emailed.*

6.7 Child Support Obligations

The City of Los Angeles has adopted an ordinance, see Child support Assignment Orders Ordinance (Exhibit E.12), requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support.

Instruction: All Proposers shall complete and return with their proposals the Certificate of Compliance with Child Support Obligations included in Exhibit E.12a. *Submit original signed document in the submitted proposal marked "Original" and copies of signed document in remaining submitted USPS postmarked proposals or in the one (1) pdf proposal copy emailed.*

6.8 City Contracts Held Within the Past Ten Years

The Los Angeles City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal a list of all City of Los Angeles contracts held by the Proposer or any affiliated entity during the preceding 10 years. The City of Los Angeles Contract History is attached as Exhibit E.13. If the Proposer has held no City of Los Angeles contracts during the preceding ten (10) years, this must be stated on the form.

Instruction: All Proposers shall complete and return, with their submitted proposal, the City Contracts Held Within the Past Ten Years form included in Exhibit E.13. *Submit original signed document in the submitted proposal marked "Original" and copies of signed document in remaining submitted USPS postmarked proposals or in the one (1) pdf proposal copy emailed.*

6.9 Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires Proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Instruction: All Proposers will complete and return with their proposals the City of Los Angeles Residence Information Form included in Exhibit E.14. *Submit original signed document in the submitted proposal marked "Original" and copies of signed document in remaining submitted USPS postmarked proposals or in the one (1) pdf proposal copy emailed.*

6.10 City Ethics Certification and Contributions

Any bidder for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, will submit with the bid a certification, on a completed Bidder Certification CEC Form 50, Exhibit E.15, as proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualified as a lobbying entity under the Ordinance.

The exemptions contained in Los Angeles Administrative Code Section 10.40.4 do not apply to this subsection.

Bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

CEC Form 55, Exhibit E.16, requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 will be deemed non-responsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

Instruction: All Proposers shall complete and return with their proposals the City Ethics Commission's Bidder Certification and Contributions Form 50, Exhibit E.15 and Form 55, Exhibit E.16.

*Submit original signed document in the submitted proposal marked "Original" and copies of signed document in remaining submitted USPS postmarked proposals or in the one (1) **pdf** proposal copy emailed. If emailed, 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).*

6.11 Business Tax Registration Certificate

In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate (BTRC) is required of persons engaged in business activity within the City. The Office of Finance's Tax and Permits Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption numbers.

Accordingly, a firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment.

The Proposer, in submitting this proposal, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

Instruction: *All Proposers shall submit a copy of their Business Tax Registration Certificate with each copy of the submitted USPS postmarked proposals or in the one (1) **pdf** proposal copy emailed.*

6.12 City's Insurance Requirements

The Proposer will not commence work under any contract with the City until all insurance required under this section of this RFP has been obtained and approved by the City.

At selected contractor(s) own cost and expense, the selector contractor(s) and each of its subcontractors will procure and maintain the minimum insurance requirement for the term of the contract and any additional terms as outlined in Exhibit E.17. Proposer will 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 the City Administrative Office, Risk Management through the City's internet site,

www.kwikcomply.org that uses the standard insurance industry form, the ACORD 25 Certificate of Liability Insurance in electronic format.

No work may be done pursuant to this contract until the specified documents have been approved by the City Administrative Officer, Risk Management Section.

Instruction: *No submission is required at this time.*

6.13 Business Inclusion Program (BIP) Requirements

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises; including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in City contracts. Equal opportunity will be determined by the proposer's BIP outreach documentation, as described in Citywide RFP – LABAVN BIP (Exhibit E.19), the Business Inclusion Program, of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to LABAVN BIP Walkthrough (Exhibit E.19a), Business Inclusion Program of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network (www.labavn.org). **A proposer's failure to utilize and complete their BIP Outreach as described in Exhibit E.19, and E.19a may result in their proposal being deemed non-responsive.**

For assistance on how to use LABAVN go to:

<http://bca.lacity.org> > contracting resources > LABAVN BIP Outreach Helpful Hints.

6.14 Contractor Evaluation Program

At the end of the contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the 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 a number of 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. A Contractor who receives a “Marginal” or “Unsatisfactory” rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

Instruction: *No submission is required at this time.*

6.15 Local Business Preference Program (If Applicable)

Mandatory Local Business Preference Program for us on City-Funded contracts greater than \$150,000.00. This program is subject to the policies and requirements established by the City Council and the City of Los Angeles (City) Mayor’s Office, Ordinance No. 181910, Article 21, Sections 10.47, et seq. of the Los Angeles Administrative Code. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (County). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Bidders should be fully informed of this program (See Attachment 5).

6.16 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles 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” (See Exhibit E.18).

Instruction: *No submission is required at this time.*

6.17 Fair Chance Initiative for Hiring Ordinance

City Contractors and subcontractors with 10 or more employees are prohibited under Los Angeles Administrative Code Section 10.48

from seeking a job applicant's criminal history information until a job offer is made and from withdrawing a job offer unless the employer performs an assessment of the applicant's criminal history and the duties of the position (Contractors and subcontractors must also comply with State requirements regarding the use of criminal history information in the job application process). Contractors and subcontractors are required to include information regarding the ordinance in all job solicitations and advertisements and to post notices informing job applicants of their rights. Additional information and forms may be found at the Department of Public Works, Bureau of Contract Administration website at <http://bca.lacity.org>. (Exhibit E.20)

Instruction: *No submission is required at this time.*

6.18 COVID-19 Vaccination Requirements for All Current and Future Employees

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has 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 has 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 to Contractor Personnel as required by law. (See Exhibit E.21)

J. PROPOSAL SUBMITTAL CHECKLIST

All Proposers are required to review, complete, and submit the aforementioned proposal components and compliance documents listed in the RFP and in Attachment 2 - Proposal Submittal Checklist. Previous compliance document

submittals and/or waivers do not apply. New forms must be completed and processed.

Additional information regarding some compliance documents may be available at the Mandatory Pre-Proposal Conference, on a City website, and/or by email with the administering City Department of a given ordinance or compliance document. Exemptions from certain ordinances may also apply. The Department reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

EXHIBIT C:
Contractor's Response
to the Request for Proposals



April 29, 2022

Raquel Borden
Los Angeles Public Library
Board of Library Commissioners
630 W. Fifth St.
Los Angeles, CA 90071

Reference: RFP#44-026 Audiovisual Consultant

Dear Ms. Borden,

Enclosed with this letter is OB1 Films' response to the City of Los Angeles' RFP#44-026 for an Audiovisual Consultant for the Los Angeles Public Library. OB1 Films confirms our ability to accommodate the technical consulting services to plan, direct, coordinate, produce, and manage audiovisual and technical productions, assure maintenance of equipment and venues and coordinate the upgrading of equipment and audiovisual capabilities in LAPL facilities.

Our response reflects how OB1 Films' compelling capabilities position us to provide professional audiovisual support to the Los Angeles Public Library. By selecting OB1 Films, the Los Angeles Public Library will gain access to proven capabilities in:

- TECHNICAL SUPERVISION
- OPERATIONS MANAGEMENT
- TECHNOLOGY INTEGRATION
- CAPITAL ASSET MANAGEMENT
- TECHNICAL SUPERVISION
- WORKFLOW ANALYSIS/PROCESS REDESIGN
- QUALITY ASSURANCE
- CUSTOMER SATISFACTION
- CLIENT LIAISON AND RELATIONSHIP MANAGEMENT

Thank you for your time and consideration. We look forward to further discussing our proposal with the Los Angeles Public Library. If you require any further information or clarification of any of the elements of our proposal, please contact me, Ogden Bass via email or telephone.

Sincerely,

Ogden Bass
CEO
OB1 Films, LLC
818-284-3221
OB1Films007@gmail.com

ATTACHMENT 2 - RFP AUDIO VISUAL CONSULTANT #44-026

~THIS ATTACHMENT/ CHECKLIST / TABLE OF CONTENTS MUST BE INCLUDED WITH YOUR SUBMISSION~

	FORM/DOCUMENT DESCRIPTION (Please Provide Proposal in this Order)		INITIALS	BID PAGE NO.
Section H				
3.3.5	* Cover Letter – <i>Proposer Prepares</i>	☐		
Attachment 2				
Section F				
	* Qualifications of Consultant– <i>Proposer Prepares</i>	☐		
Section H				
3.3.7	* Relevant Experience – <i>Proposer Prepares</i>	☐		
3.3.8	* References and Letters of Recommendation – <i>Proposer Prepares</i>	☐		
3.3.9	* Key Personnel - <i>Proposer Prepares</i>	☐		
3.3.10	* Proposed Fees and Expenses Schedule (See Attachment 7) <i>Proposer Prepares</i>	☐		
6.6.1	* Declaration of Non-Collusion – Exhibit E.1	☐		
6.6.2	Contractor Responsibility Ordinance (CRO) – Exhibit E.2			
6.6.2	* CRO Questionnaire – Exhibit E.3	☐		
6.6.2	* CRO Pledge of Compliance – Exhibit E.4	☐		
6.6.4	Living Wage Ordinance (LWO) & Wage Rate Chart – Exhibit E.5 “Reference Only”			
6.6.4	* LWO Employee Information Form – Exhibit E.6	☐		
6.6.4	* LWO Subcontractor Declaration of Compliance – Exhibit E.7 (if applicable)	☐		
6.6.4	* LWO Subcontractor Information Form – Exhibit E.8 (if applicable)	☐		
6.6.4	# LWO Non-Coverage Exemption Form (if applicable) – Exhibit E.9	☐		
6.6.4	# LWO Small Business Exemption Form (if applicable, English) – Exhibit E.9a	☐		
6.6.4	# LWO Small Business Exemption Form (if applicable, Spanish) – Exhibit E.9b	☐		
6.6.4	# Non-Profit Exemption Application – Exhibit E.9c (if applicable)	☐		
6.6.4	* Non-Coverage Determination Application - Exhibit E.9d (if applicable)	☐		
6.6.4	Service Contractor Worker Retention Ordinance (SCWRO) – Exhibit E.10			
6.6.4	* SCWRO Form for Non-Coverage or Exemption (if applicable) – Exhibit E.11	☐		
6.6.7	Child Support Assignment Orders Ordinance – Exhibit E.12 “Reference Only”			
6.6.7	* Certificate of Compliance with Child Support Obligations – Exhibit E.12a	☐		
6.6.8	* City of Los Angeles Contract History – Exhibit E.13	☐		
6.6.9	* City of Los Angeles Residence Information – Exhibit E.14	☐		
6.6.10	* Bidder Certification CEC Form 50 – Exhibit E.15	☐		
6.6.10	* Bidder Certification CEC Form 55 – Exhibit E.16	☐		
6.6.11	* Business Tax Registration Certificate	☐		

6.6.3	^ Equal Benefits / First Source Hiring Ordinance (See Attachment 3, Section 24(a)(b) for instructions) Submit on www.labavn.org	☐		
6.6.5	Non-Discrimination/Equal Employment/ Affirmative Action Plan <i>No submission is required at this time.</i>			
6.6.6	^ Disclosure Ordinance (Indefinite Application) (See Attachment 4, Section 24(c) for instructions) Submit on www.labavn.org	☐		
6.6.13	^ Citywide RFP – BAVN Business Inclusion Program (BIP) Exhibit E.19 Complete Outreach & provide a copy of the Summary Sheet printout from LABAVN. Execute on www.labavn.org	☐		
6.6.15	^ Local Business Preference Program (If Applicable). (See Attachment 5 for instructions) Submit on www.labavn.org	☐		
ADDITIONAL DOCUMENTS REQUIRED PRIOR TO CONTRACT EXECUTION				
Note: The following documents are not required at the proposal submission stage. If a Proposer wishes to supply them, they may do so. No extra points will be provided if Proposer chooses to submit these items with their proposal.				
6.6.12	@ Insurance Requirements - Exhibit E.17			
6.6.16	@ Iran Contracting Act of 2010 Affidavit – Exhibit E.18 Note: This requirement is only applicable for contracts estimated at \$1 Million or more.			
	@ Secretary of State Documentation Proposer Workforce Information printout - https://llcbizfile.sos.ca.gov/SI			
	@ Corporate Documents			
	@ City Business License Number			
	@ Request for Taxpayer Identification Number (Form W-9)			

KEY:

- *** Completed and attached with the proposal.
- #** No submission required at this time unless requesting an exemption, only for Proposer's acknowledgement of understanding the ordinance and/or compliance.
- ^** All bidders/Proposers must complete and upload the forms marked with an (^) through the City of Los Angeles Business Assistance Virtual Network (BAVN) at www.labavn.org prior to the deadline for submission.
- @** Required after award of Contract.



QUALIFICATIONS OF CONSULTANT

OB1 Films is a results-oriented company with a proven track record of success. We are a team with over 45 years of combined experience in audio and video setups, and television production and post production services. We possess strong communication, interpersonal, and decision-making skills that deliver high quality services and promote productivity, teamwork, and fiscal responsibility.

At OB1 Films, we have provided technical setups for both large and small events. Large events would include events in the Great Western Forum when Faithful Central Bible Church owned the forum as Ogden Bass was the head of Production at that time. Events at Mandalay Bay and MGM Grand for Steve Harvey's Hoodie Awards. As well as smaller events such providing live streaming of memorial services for Inglewood Park Mortuary and Angeles Funeral Home during the Covid pandemic. We are proficient in the design, implementation and management of audio and video systems, strategies, and workflows. We are experts in audio/video technical setups for live events, and all aspects of content production. We are well versed in past, current and emerging audio and video techniques and with most major production systems.

We are also experts in production and post-production and have delivered over 1000 hours of broadcast television, cable programs, music videos and commercials that have aired on all of the major television networks including: ABC, NBC, CBS, FOX, BET, MTV, HBO, Showtime, Disney and Nickelodeon to name a few.



RELEVANT EXPERIENCE

Event 1 - 2021 NAACP Image Awards Pre-Show – 3/7/2021

Kyle Bowser, Senior Vice President

NAACP Hollywood Bureau

5757 Wilshire Blvd, Ste 500

Los Angeles, CA 90036

Ph: 323-938-1005 Email: kbowser@naacpnet.org

OB1 Films coordinated, directed and edited the 2021 NAACP Image Awards Pre-Show. The suite of services provided were:

- a) Video Production layout and setup for the 2021 NAACP Image Awards Pre-Show
- b) Provided a six (6)-camera HD production package to record and capture the Event
- c) Provided the audio equipment for sound reinforcement and to record the Event
- d) Provided Production Stage Lighting for the Event
- e) Assembled the production crew for the Event
- f) Direct all aspects of the technical production for the event.
- g) Edited the three, one-hour shows for the NAACP
- h) Provide the digitally delivery of recorded content to client via digital file on client provided hard drive or via client DropBox account.





RELEVANT EXPERIENCE (Cont.)

Event 2 - 2021 NABA Student Conference - 9/21, 22, & 23/21

Paula Bond, Exec. Producer

First Option Entertainment

9903 Santa Monica Blvd.

Suite 573 Beverly Hills, California 90212

Ph: 310-292-1495 Email: paula@firstoptionentertainment.com

OB1 Films Consulted, Programmed, and Implemented the Live Streaming Program for First Option Entertainment of the 2021 NABA Student Conference

7/28 Webinar Conference Call to go over ROS and project specs

8/6 Webinar Conference Call to review project ROS and project specs

8/9 Webinar Conference Call to go over project Cue-to-Cue with all elements 8/11 Add final graphics and winner of contest to show elements

SHOW DAY 1

8/12/21 Tech Produce, Program and Execute Live Webinar Participants and Video Playbacks for Client's Run of Show:

1) "Welcome & Daily Overview" - NABA Board Chairman

2) "Opening Plenary" – Accenture

3) "Breakout Session" - Wells Fargo (simultaneous prep)

*Two techs utilized for simultaneous operation of multiple sessions

SHOW DAY 2

8/13/21 Tech Produce, Program and Execute Live Webinar Participants and Video Playbacks for Client's Run of Show:

1) "Welcome & Daily Overview" - Regional Presidents

2) "Plenary" – NABA Board Vice Chair

3) "Breakout Specialty Event" 1 of 2 - (simultaneous prep)

4) "Breakout Specialty Event" 2 of 2 - (simultaneous prep)

Event 3 - The Fountain Church Equipment Rental and Setup 6/2021 – 2/2022

Gingi Rochelle, Director of Production

The Fountain Church

1100 E Holt Ave

Pomona, CA 91767

Ph: 917-750-5042 Email: gingirochelle2@gmail.com

OB1 Films Rented, Installed, and Trained members of The Fountain Church of Pomona to operate the rental package listed below:

3 Camera HD Video Package Rental for Client Ministry Services, equipment includes:



RELEVANT EXPERIENCE (Cont.)

- 3 - Sony HXR-NX5U Cameras w/ 20x Lens VariZoom Zoom/Focus Controller Camera Tripods
- 1 - Blackmagic Video Switcher
- 1 - Blackmagic 1 M/E Switcher Control Panel Blackmagic Recorder (for line cut)
- 1 - 24" Monitor for Multiview in the Sanctuary Radios as Comms w/ Headsets
- 1 - Wireless Video Transmitter and Receiver (set) Zaccas HDMI Splitter 4Kx2K
- 1 - Speakers (pair) for Control Room
- * - Connect Client ProPresenter to Switcher
- * - Install and setup Production Equipment
- * - Provide All Camera cables and connecting hardware

Event 4 –Sistas Are Doin’ It Film Festival 4/2, 3, & 9/2022

John Forbes, Executive Director

The Black Hollywood Education and Resource Center (BHERC)

1875 Century Park E #600, Los Angeles, CA 90067

Phone: 323-559-0055 Email: john@bherc.org

OB1 Films Consulted, Programmed, and Implemented Streaming for the Live Film Festival for BHERC - Sistas Are Doin’ It For Themselves Short Film Showcase

OVERVIEW OF SERVICES PROVIDED

Program playback server for Live Streaming of Client's video(s) for Run of Show (ROS)

SHOW DAYS: 4/2, 3, & 9/2022

Tech Produce and Execute Client's ROS of Panel 1- Saturday, April 2, 2022 Tech Produce and Execute Client's ROS of Panel 2- Sunday, April 3, 2022 Tech Produce and Execute Client's ROS of Panel 3- Saturday, April 9, 2022

Event 5 - OCEANS Scientific Conference - Sept. 21, 22, & 23/2021

Paula Bond, Exec. Producer

First Option Entertainment

9903 Santa Monica Blvd.

Suite 573 Beverly Hills, California 90212

Ph: 310-292-1495 Email: paula@firstoptionentertainment.com

Manage and Implement 6 concurrent Live Webinars for the OCEANS Scientific Meeting on Sept. 21, and 5 concurrent Live Webinars Sept. 22, & 23/2021

OVERVIEW OF SERVICES PROVIDED

OB1 Films provided the production studio, tech management, staff, and all computer(s), server(s), and equipment for Live Webinar session management and video playback for each concurrent Webinar session.



RELEVANT EXPERIENCE (Cont.)

CONFERENCE DAY 1 - 9/21/21

Tech Produce and Manage Webinar Operations and Video Playbacks for Client's Webinars:

Duties of each Tech:

Greet moderator, check mic & camera for participants

Promote moderator to co-host

Record Webinar session

Playback each 7 to 10 min video for session

Facilitate Q&A

End Webinar broadcast

CONFERENCE DAY 2 - 9/22/21

Tech Produce and Manage Webinar Operations and Video Playbacks for Client's Webinar Webinars:

Duties of each Tech:

Greet moderator, check mic & camera for participants Promote moderator to co-host

Record Webinar session

Playback each 7 to 10 min video for session Facilitate Q&A

End Webinar broadcast

CONFERENCE DAY 3 - 9/23/21

Tech Produce and Manage Webinar Operations and Video Playbacks for Client's Webinar Webinars:

Duties of each Tech:

Greet moderator, check mic & camera for participants

Promote moderator to co-host

Record Webinar session

Playback each 7 to 10 min video for session

Facilitate Q&A

End Webinar broadcast

Paula Bond 323-292-1495
Supervising Producer www.firstoptionentertainment.com
Paula@firstoptionentertainment.com



To whom it may concern,

As the Executive producer of First Option Entertainment, I am responsible for identifying quality vendors to work on various media projects for our company. Mr. Bass and OB1 Films were introduced several years ago when we hired him to provide live streaming services for a client. I was impressed with his professionalism; he is exceptionally creative and service-oriented. We have worked together on many other successful projects since that time. OB1 Films is a state-of-the-art audio, video, and production company that has provided services that have consistently met, if not exceeded, our expectations.

First Option Entertainment is a full service, nationwide, Audio/Video and Live-Events Production Company, also specializing in producing Virtual events. The presence of Mr. Bass is greatly responsible for accelerating our work to another level. We believe in excellence, and that's what he and the team have provided. He and his staff are conscientious and committed to customer satisfaction. We recognize the importance of OB1 Films as one of Hollywood's experienced minority-owned production service companies. We recommend Mr. Bass and OB1 Films to anyone working under deadlines and demands that needs high-quality work.

You are in great hands with Mr. Bass and OB1 Films!

I am available for further conversation or to answer any questions you may have.

All the best,

Paula

Paula Bond
Executive Producer
323 292 1495

Your Vision, Our Expertise!
<http://www.firstoptionentertainment.com>
First Option Entertainment & Film Works

May 1, 2022

To Whom It May Concern:

It is with great confidence that I extend this letter of recommendation for OB1 Films. The Black Hollywood Education and Resource Center (BHERC) has had the pleasure of working with this company for the past three years. OB1 Films has provided excellent production for our live virtual film festivals, panels, and special events. This company was vital to our organization in pivoting our programs to a live virtually format and allowing our organization to continue to bring content to our membership and function throughout the COVID-19 pandemic.

OB1 Films has provided stellar audio/video technical ability, content production and virtual live event production. These multi-faceted events included audio/video, trailer production, multiple panelist management and live film streaming. The extensive knowledge of sound, lighting, streaming and other technical aspects of production sets them apart. Our organization often receives compliments and referral requests for the work that OB1 Films performs for BHERC.

This company provides the ultimate professionalism and confidence in all aspects of the audio/video and production and keeps BHERC coming back to OB1 Films as our "go-to" provider for all of our events, both virtually and most recently, in-person.

We value our relationship with OB1 Films and highly recommend them for any production in which they may be in consideration. Please feel free to contact me at stephene@bherc.org should you have any further questions or need any additional information.

Best Regards,



Stephene Johnson
Operations Director
Black Hollywood Education and Resource Center



April 29, 2022

To whom it may concern,

I am pleased to submit this letter of recommendation on behalf of OB1 Films.

OB1 Films has supplied audio and visual technical services and professional production equipment for various events and projects we have produced at Jenesse Center. Over the past three years, we have utilized the company to implement live event production, live streaming, and production and post-production projects. OB1 Films has consistently performed excellent work and fulfilled the requirements we had specified with a high level of proficiency. We are delighted with their performance and work ethic. They do an excellent job and are a great resource.

I am happy to recommend the audio-visual consulting services of OB1 Films. If you have any questions, please feel free to contact me at aparker@jenesse.org or call me at 323-552-6503.

Thank you,

Angela N. Parker

Angela N. Parker



VOLITION ENTERPRISES, INC.

May 2, 2022

To Whom It May Concern,

It is indeed an honor and privilege to submit a recommendation letter on behalf of Ogden Bass and OBI Films. I've known Mr. Bass for over 20 years and have had the opportunity to work on a number of projects with him. Ogden is a very talented and multifaceted individual. He's one of the few people I know who has a great business and technical acumen but also has the ability to understand people and nurture healthy relationships.

As the CEO of Volition Enterprises, Inc., I have relied on Ogden's creative and technical abilities to produce various forms of content for my company. Ogden is very creative, has a strong desire to achieve, and is fully committed to doing the job right the first time. Mr. Bass and his staff are conscientious and committed to customer satisfaction.

We confidently recommend Mr. Bass and OBI Films to anyone who desires to deliver at the highest level and with the greatest quality. Mr. Bass and his winning team are trusted collaborators you can count on to manifest your creative vision in excellence.

Respectfully,

Dr. Nicole LaBeach

CEO Volition Enterprises, Inc.

April 29, 2022

FROM: Lester Griffin
IRS Employment Tax Specialist
Small Business/Self-Employed Division

To whom it may concern,

I am writing on behalf of Mr. Ogden Bass and OB1 Films. I have known Mr. Bass for over twenty-five years. We have worked together on film and video productions on several projects. Ogden has shown true leadership and professionalism on every project, most recently our documentary Stunts in Color. I have personally witnessed him go the extra mile while assisting others with their jobs while maintaining his role as the team leader.

On many occasions, Ogden has stayed late and worked until the next day, not stopping, to make sure the job was done professionally and with quality. I have been working for the Internal Revenue Service for thirty two years. I have also worked in production for twenty-five years independently. I genuinely believe that Ogden and his production company OB 1 films, will give you top-of-the-line production quality. His talent and knowledge would be a true asset to you and the Los Angeles Public Library Board of Library Commissioners staff.

If you have any questions, please feel free to contact me on my cell phone at 310-809-4477 or my work at 213-372-4575.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester Griffin", with a stylized, cursive script.

Lester Griffin



KEY PERSONNEL

Ogden Bass

7161 N Atlantic Pl
Long Beach, CA 90805
818-284-3221

Akeim Brown

15143 West Fred Way,
Van Nuys, Ca 91405
818-613-3914

Germond Byars

2820 7th Ave
Los Angeles, CA 90018
213-880-8041

**REQUEST FOR PROPOSALS
SPECIAL EVENT COORDINATOR
FEES AND EXPENSES SCHEDULE**

Name: Ogden Bass

Social Security No.: xxx-xx-9871

Address: 7161 N Atlantic Pl

Telephone No. (W): 818-284-3221

Long Beach, CA 90805

(H): _____

(M): 818-284-3221

Hourly Rate to be charged: \$135.00

List of Anticipated Non-Salary Expenses:

Parking Fees _____

Mileage _____

Equipment Rentals _____

Cell Phone Use _____
