

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

ATTACHMENT A

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

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

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

TABLE OF CONTENTS (Continued)

PSC-23	<u>Insurance</u>	9
PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>COVID-19</u>	15
PSC-45	<u>Contractor Data Reporting</u>	15

Exhibit 1	<u>Insurance Contractual Requirements</u>	16
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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.

2. In the absence of imposed auto liability insurance 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
Special Events Coordinator

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

Request for Proposals

For

SPECIAL EVENTS COORDINATOR

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

Phone: 213.228.7090

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

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

REQUEST FOR PROPOSALS
SPECIAL EVENTS COORDINATOR
CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY (LAPL)

DATE RFP Issued: **November 5, 2021**

Title: RFP # 44-025
Special Events Coordinator

Description: The Los Angeles Public Library (LAPL) is issuing a Request for Proposals (RFP) to select a qualified Special Events Coordinator—an individual or company to provide professional and technical consulting services to coordinate a wide range of events in Central Library and branch library facilities.

LABAVN Website Address: <http://www.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: Three years

Key Dates:

Proposal Due: **February 17, 2022, 2:00p.m.**

Proposal Delivery Address: Los Angeles Public Library
Board of Library Commissioners Office, 4th Floor
630 W. Fifth St., Los Angeles, CA 90071
Attn: Raquel Borden, Commission Executive Assistant II

Mandatory Pre-proposal Conference: **January 5, 2022 at 10:00 a.m.**
Virtual Conference via ZOOM

RSVP by December 30, 2021, 4:00 p.m.
Details available on section H.2 in the RFP

Project Manager:

Eloisa Sarao
esarao@lapl.org

Asst. Project Manager:

Aurial Granger
agranger@lapl.org

TABLE OF CONTENTS

- A. SUMMARY
- B. SERVICES TO BE PROVIDED
- C. WORK SCHEDULE
- D. WORKSITE
- E. TERM OF AGREEMENT
- F. QUALIFICATIONS OF COORDINATOR
- G. EVALUATION AND SELECTION PROCESS
- H. PROPOSAL SUBMITTAL AND GENERAL REQUIREMENTS
- I. PROPOSAL SUBMITTAL CHECKLIST

Attachments

- Attachment 1 Standard Provisions for City Contracts (Rev. 10/21) [v.4]
- Attachment 2 Proposal Submittal Checklist
- Attachment 3 Equal Benefits Ordinance / First Source Hiring Ordinance Instructions
- Attachment 4 Disclosure Ordinance
- Attachment 5 Local Business Preference Program
- Attachment 6 Electronic Signature Policy 0320
- Attachment 7 Proposed Fees and Expenses Schedule

Exhibits

- E.1 Declaration of Non-Collusion
- E.2 Contractor Responsibility Ordinance (CRO)
- E.3 CRO Questionnaire
- E.4 CRO Pledge of Compliance
- E.5 Living Wage Ordinance (LWO) (Submit ONLY if seeking exemptions)
- E.6 LWO Employee Information Form
- E.7 LWO Subcontractor Declaration of Compliance
- E.8 LWO Subcontractor Information Form
- E.9 LWO Non-Coverage Exemption Form (if applicable)
- E.9a LWO Small Business Exemption Form (English) (if applicable)
- E.9b LWO Small Business Exemption Form (Spanish) (if applicable)
- E.9c LWO Non-Profit Exemption Application
- E.9d LWO Non-Coverage Determination Application
- E.10 Service Contractor Worker Retention Ordinance (SCWRO)
- E.11 SCWRO Form for Non-Coverage or Exemption (if applicable)
- E.12 Child Support Assignment Orders Ordinance
- E.12a Certificate of Compliance with Child Support Obligations
- E.13 City of Los Angeles Contract History
- E.14 City of Los Angeles Residence Information
- E.15 Bidder Certification CEC Form 50 (Rev. September 2019)
- E.16 Bidder Contribution CEC Form 55 (Rev. September 2019)
- E.17 Insurance Requirements
- E.19 Citywide RFP - LABAVN BIP
- E.19a LABAVN BIP Walkthrough

- E.20 Fair Chance Initiative for Hiring Ordinance
- E.21 COVID-19 Vaccination Requirements for All Current and Future City Employees

The Los Angeles Public Library

Invites responses to a Request for Proposals
for

A SPECIAL EVENTS COORDINATOR

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

Thursday, February 17, 2022, 2:00 p.m.

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 Auriel Granger, Asst. Project Manager at agranger@lapl.org.

A. SUMMARY

The Los Angeles Public Library (Library) is issuing a Request for Proposals (RFP) to select a qualified Special Events Coordinator—an individual or company to provide professional and technical consulting services to develop organize and manage all events from contract to hands-on execution for a wide range of events. These events range from intimate receptions to large-scale special events in Central Library and branch library facilities. The Special Events Coordinator will work with individuals and organizations (Clients). The Central Library and branch libraries have meeting rooms and other facilities available for public and private use. The services of a qualified Special Events Coordinator will be provided under a personal services contract with the Library beginning approximately in early 2022.

B. SERVICES TO BE PROVIDED

The Special Events Coordinator will be expected to perform the following:

1. Coordination

- a. Research and develop event concept. Oversee and design the logistics and management of all event elements.
- b. Identify staffing needs and generate all requests for in-house coordinating services (i.e. docent tours, security officers, building maintenance, custodial services, event attendants, audio visual services, sign requests, freight and parking arrangements, etc.). Develop and distribute event requests to Library personnel and other agencies involved; provide continuous follow through communication. Schedule and attend pre and post event meetings.
- c. Research and assist Client in selection of the most cost-efficient vendors and contractors to provide quality service.
- d. Conduct site inspections with Client and Client's contractors who wish to use the Library facilities. Communicate Library policy requirements to Client and Client's vendors.
- e. Create event proposals, menus, customized budgets, and invoices for the Client.
- f. Organize/coordinate all aspects of the event including vendor contact, staff requests, and sign requests.
- g. Input scheduled and tentative events on the Library's master event calendar.

- h. Prepare and modify events upon Clients' requests.
- i. Develop detailed event timelines with consideration for the Library's hours when open to the public and other scheduled events and programs.
- j. Submit applications and acquire any/all City permits.
- k. Coordinate the approval of event plans with Los Angeles Fire Department (LAFD).
- l. Serve as liaison among Library staff, Client, Client's vendors, and contractors.
- m. Communicate event set-up and strike expectations with Library staff, such as Event Attendants, Custodial, Security, Maintenance, and Audiovisual that are required for event. Ensure correct signage for the event is prepared and posted in a timely manner.
- n. Provide on-site coordination (days, evenings, weekends), including set up and strike time, ensure that Library policies governing the use of the facility are complied with and Library facilities are protected from damage.
- o. Create and maintain Client files. Track event payments and fees including check requests, invoicing and annual reporting.
- p. Participate in monthly calendar meetings with Library Management, Security, Custodial, Audiovisual, Public Relations and other relevant personnel to plan upcoming events and evaluate past events.

2. Public Relations/Marketing Function

- a. Respond to corporate, non-profit, weddings and all event inquiries from outside organizations via phone/email regarding use of Library space for meetings and special events.
- b. Respond to Library staff inquiries about Library-sponsored events. Assist with event concept and implementation.
- c. Coordinate appointments to meet with potential Clients, conduct site inspections of the facility, identify coordination issues and determine how best the Library facility can serve Client needs.
- d. Build and develop excellent client relationships to help ensure return business and positive word of mouth resulting in publicity

and new business.

- e. Promote Library as an event site and solicit new business via networking events and industry events.

3. Administrative Tasks

- a. Prepare and distribute all event-related documents for each event to Library staff and Client.
- b. Assess needs and determine costs for events, including costs for security, custodial, audiovisual, and facility coordination services. Prepare Library permit forms outlining library personnel fees and send the proposed agreement to Client.
- c. Instruct the Client, vendors, and contractors to submit required insurance for approval to the City of Los Angeles website www.kwikcomply.org prior to event. Work with the Office of the City Administrative Officer and their risk managers to obtain required insurance requirement for an event.
- d. Obtain executed agreement and collect all rental and staff fees from Client prior to event.
- e. Conduct post event follow up with Library staff regarding any additional overtime required for which Client is responsible.
- f. Recommend and establish new procedures and forms required for meetings and special events held at the Central Library and branch library facilities.
- g. Maintain accurate event files for past and pending events, and prepare reports and statistics as requested by the Library.
- h. Assist in the development, issuance, and maintenance of a master calendar of events and database.

C. WORK SCHEDULE

The Special Events Coordinator will work the hours that best meet the demands of the meetings or special events as they are scheduled by the Library to assure the success of the event. It is expected that between 20 to 50 hours per week will be required for the performance of services under this Agreement, depending upon the event schedule. This position requires flexibility with time, so that the Special Events Coordinator is available when events are scheduled at the Library. The exact days and hours of the Coordinator's work schedule will depend on the schedule of special events at Library facilities requiring the

Coordinator's services.

From time to time, there may be mandatory events that will require the Special Events Coordinator to remain on-site.

D. WORKSITE

The Library will provide Coordinator workspace, landline telephone, two-way radio/walkie-talkie, a computer and office supplies for the performance of the services to be provided.

E. TERM OF AGREEMENT

The term of this Agreement shall be for three years.

F. QUALIFICATIONS OF COORDINATOR

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

1. A minimum of five years of paid experience in scheduling and coordinating large-scale special events (more than 200 attendees).
2. Ability to anticipate project needs, prioritize work, meet deadlines without supervision. Manage multiple projects and work assignments
3. Possess scheduling, budgeting, organizational and logistic skills.
4. Knowledge of the technical and legal requirements of a special event (i.e., catering, audiovisual, sound, electrical, and permitting requirements), as they relate to the physical and technical limitations of the event site, permits and insurance required by various agencies (i.e. Fire Department).
5. Have access to a broad network of professionals capable of providing services in support of events, such as catering, which may be required by the Library or Client.
6. Manage complex communications among numerous service providers efficiently.
7. Ability to gather information, analyze data, and develop relevant concise recommendations or alternatives within relatively short time frames, and in writing if necessary.
8. Management and coordination skills to organize events simultaneously, schedules, staff, equipment, security, maintenance, and procurement of insurance and other documentation.

9. Broad understanding of facility and events management and ability to respond to diverse Client needs.
10. Strong negotiating skills and judgment to reach agreement with prospective Clients regarding their event requirements while safeguarding library facility from damage and event participants from injury.
11. Ability to establish and maintain organized files and records.
12. Working knowledge of computer applications such as email, Microsoft Word and Excel.
13. Excellent interpersonal skills and team-player attitude.
14. Knowledge of current menu planning, food presentation, and banquet services.

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	40

Responsiveness of proposal	15
	100

H. PROPOSAL SUBMITTAL AND GENERAL REQUIREMENTS

- 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.
- 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 Aural 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. 44-025 for Special Events Coordinator opportunity. Additional questions must be submitted by Thursday, February 3, 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:

When: January 5, 2022 10:00 AM Pacific Time (US and Canada)

Register in advance for this meeting:

Google Form: <https://forms.gle/ftd6dYocVzNUPiMD6>

Topic: RFP Special Events Coordinator

Time: January 5, 2022 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://lapl.zoom.us/j/85099483722?pwd=MG9sNnNDMlVaQlpQcXVJa2Q4QVp5dz09>

Meeting ID: 850 9948 3722

Passcode: 431907

One tap mobile

+16699006833,,85099483722# US (San Jose)

+12532158782,,85099483722# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

877 853 5257 US Toll-free

888 475 4499 US Toll-free

833 548 0276 US Toll-free

833 548 0282 US Toll-free

Meeting ID: 850 9948 3722

Find your local number: <https://lapl.zoom.us/j/85099483722?pwd=MG9sNnNDMlVaQlpQcXVJa2Q4QVp5dz09>

Please RSVP by Thursday, December 30, 2021, 4:00 p.m. and fill out the Google form, providing the name of attendee, position, company, address, phone number, and email address. After registering, you will receive a confirmation email containing information about joining the meeting.

Any questions related to the RFP will be answered in writing and posted online on the City's website <https://www.labavn.org>.

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, Thursday, February 17, 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 Thursday, February 17, 2022..

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 44-025 for Special Events Coordinator 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 Thursday, February 17, 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 Special_Event_Coordinator@lapl.org by 2:00 p.m. (PST) on Thursday, February 17, 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 44-025 for Special Events Coordinator Proposal - <Vendor's Name>."
- c. Place the Proposal to the RFP and all the required documents into this shared folder, "RFP 44-025 for Special Events Coordinator - <Vendor's Name>" and share it with Special_Event_Coordinator@lapl.org.
- d. When a shared Proposal is received by LAPL and the Proposal has been downloaded from the shared folder Special_Event_Coordinator@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, Thursday, February 17, 2022.
- e. Proposers shall include reference to *"RFP 44-025 for Special Events Coordinator 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 Special_Event_Coordinator@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 include a cover letter limited to one page. The cover letter must include the title, address and telephone, email and contact information of the person or persons who will be 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 Special Events Coordinator. 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 Special Events Coordinator 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 Special Events Coordinator 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. Fee Schedule and Expenses

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 Library to report all payments to an independent consultant or business whenever payments exceed six hundred dollars (\$600.00) annually. The Special Events Coordinator is required to furnish Library 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 February 3, 2022, 4:00 p.m. 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 (DVB), 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, DVBs, 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, DVBs, 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.ci.la.ca.us/index.cfm> > 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)

I. 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

Steven J. McCleave
630 West 6th Street, #507
Los Angeles, CA 90017
March 7, 2022

Los Angeles Public Library
630 West 5th Street
Los Angeles, CA 90071
Re: RFP# 44-025 Special Events Coordinator

Thank you for considering my proposal for the City of Los Angeles Public Library's Special Events Coordinator.

Throughout my career with ACCESS Los Angeles, Destination Management Company, and continuing with my own company, SJ McCleave Events, my primary responsibilities have been to plan and produce meetings and events, along with all conference services relevant to Los Angeles as a destination. The necessity of being an expert of experiential Los Angeles often brought me to the library where the more I learned about the history and hidden gems of the city, the more I fell in love with it. I would be honored to be a part of advancing the assets of such a worthy institution that has benefited me so well.

All of the skill sets in which I excel are qualifications for the Special Events Coordinator position. Always preparing and operating several programs simultaneously under tight deadlines highlight my sense of urgency combined with multi-tasking aptitude. Adhering to budget consideration while delivering innovative successful events has always been required to secure the business of my clients, where I rely on my creativity and detail orientation to manage and surpass client expectations. My direction, coupled with my collaboration skills bring all stakeholders into a driving force that strengthen program objectives to maximize inspirational guest experiences. To stay sharp, it is imperative to keep abreast of industry and event trends, and I understand the importance of attending and volunteering in industry associations. I intend to utilize these networking opportunities along with hotel and local business visits to market to the event potential of the Central Library.

You will see in my accompanying proposal, that with my talents and experience, I am a great fit for the Special Events Coordinator position. I am enthusiastic about this opportunity, and look forward to hearing from you and scheduling an interview.

Sincerely,



Steven J. McCleave, VEMM,
DMCP Owner, SJ McCleave Events
sjmccleave@dslxtreme.com

ATTACHMENT 2 - RFP SPECIAL EVENT COORDINATOR 44-025

~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>	<input checked="" type="checkbox"/>	SJM	1
Attachment 2				2-3
Section F				
	* Qualifications of Consultant– <i>Proposer Prepares</i>	<input checked="" type="checkbox"/>	SJM	4-5
Section H				
3.3.7	* Relevant Experience – <i>Proposer Prepares</i>	<input checked="" type="checkbox"/>	SJM	6
3.3.8	* References and Letters of Recommendation – <i>Proposer Prepares</i>	<input checked="" type="checkbox"/>	SJM	7-13
3.3.9	* Key Personnel - <i>Proposer Prepares</i>	<input checked="" type="checkbox"/>	SJM	14
3.3.10	* Proposed Fees and Expenses Schedule (See Attachment 7) <i>Proposer Prepares</i>	<input checked="" type="checkbox"/>	SJM	15
6.6.1	* Declaration of Non-Collusion – Exhibit E.1	<input checked="" type="checkbox"/>	SJM	16-17
6.6.2	Contractor Responsibility Ordinance (CRO) – Exhibit E.2			
6.6.2	* CRO Questionnaire – Exhibit E.3	<input checked="" type="checkbox"/>	SJM	18-26
6.6.2	* CRO Pledge of Compliance – Exhibit E.4	<input checked="" type="checkbox"/>	SJM	27
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	<input checked="" type="checkbox"/>	SJM	28
6.6.4	* LWO Subcontractor Declaration of Compliance – Exhibit E.7 (if applicable)	<input type="checkbox"/>		
6.6.4	* LWO Subcontractor Information Form – Exhibit E.8 (if applicable)	<input type="checkbox"/>		
6.6.4	# LWO Non-Coverage Exemption Form (if applicable) – Exhibit E.9	<input type="checkbox"/>		
6.6.4	# LWO Small Business Exemption Form (if applicable, English) – Exhibit E.9a	<input type="checkbox"/>		
6.6.4	# LWO Small Business Exemption Form (if applicable, Spanish) – Exhibit E.9b	<input type="checkbox"/>		
6.6.4	# Non-Profit Exemption Application – Exhibit E.9c (if applicable)	<input type="checkbox"/>		
6.6.4	* Non-Coverage Determination Application - Exhibit E.9d (if applicable)	<input type="checkbox"/>		
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	<input type="checkbox"/>		
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	<input checked="" type="checkbox"/>	SJM	29
6.6.8	* City of Los Angeles Contract History – Exhibit E.13	<input checked="" type="checkbox"/>	SJM	30-32
6.6.9	* City of Los Angeles Residence Information – Exhibit E.14	<input checked="" type="checkbox"/>	SJM	33
6.6.10	* Bidder Certification CEC Form 50 – Exhibit E.15	<input checked="" type="checkbox"/>	SJM	34
6.6.10	* Bidder Certification CEC Form 55 – Exhibit E.16	<input checked="" type="checkbox"/>	SJM	35-36
6.6.11	* Business Tax Registration Certificate	<input checked="" type="checkbox"/>	SJM	37

6.6.3	^ Equal Benefits / First Source Hiring Ordinance (See Attachment 3, Section 24(a)(b) for instructions) Submit on www.labavn.org	<input checked="" type="checkbox"/>	SJM	
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	<input checked="" type="checkbox"/>	SJM	
6.6.13	^ Citywide RFP – BAVN Business Inclusion Program (BIP) Exhibit E.19 Complete Outreach & provide a copy of the <u>Summary Sheet</u> printout from LABAVN. Execute on www.labavn.org	<input checked="" type="checkbox"/>	SJM	
6.6.15	^ Local Business Preference Program (Only applicable to contracts over \$150,000) (See Attachment 5 for instructions) Submit on www.labavn.org	<input type="checkbox"/>		
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.

Steven J. McCleave, VEMM, DMCP

SPECIAL EVENTS COORDINATOR

630 W 6th St, #507, Los Angeles, CA 90017

213-444-9801

simccleave@dslextrême.com • www.linkedin.com/in/stevemccleave

Engaging leader with a diverse, well-rounded background of skills and experiences in all types of projects. Proven successes in promoting, planning, and facilitation of virtual, hybrid, and in-person meetings and events throughout all industries and associations. Specializing in strategic production within health and safety protocols, accounting for stakeholder and guest satisfaction, and reaching the ultimate impact through overall project excellence.

SKILLS & EXPERTISE

- Collaborative Team Player
- Leader with Strategic Intellect
- Creative Consultant
- Marketing and Promotions Producer
- Microsoft, G-Suite and CRM Software Specialist
- Detail Oriented Organizer
- Budget Conscious Partner
- Guest and Stakeholder Satisfaction Expert

PROFESSIONAL EXPERIENCE

SJ McCleave Events - Principal | Los Angeles, CA

December 2018 – Present

- Comprehensive meeting and event planner/manager (certified in virtual, hybrid, and pandemic safety protocols) possessing extensive knowledge of transportation, registration, décor & entertainment, A/V, food & beverage, activities & teambuilding, and VIP & executive handling
- Strategic, creative visionary that aligns stakeholder event goals with attendee sensibilities
- Motivational communicator that inspires committed relationships with all partners and suppliers
- Organizational expertise that manages deadlines and prioritizes workloads while allowing flexibility

ACCESS Los Angeles, Destination Management Company | Los Angeles, CA

September 2000 – August 2018

Account Director: July, 2016 – August, 2018

- Six-year President's Club Member, due to top-ranked Key Performance Indicator scores
- Led and supported local and national teams to increase productivity and stakeholder relationships

Senior Sales Manager: October, 2007 – June, 2016

- Designed and produced 25-40 programs annually, specializing in VIP and celebrity awards programs
- Three-year company-wide achiever of highest guest satisfaction survey ratings

Sales Manager: July, 2002 – September, 2007

- Sourced, negotiated and managed contracts with venues, hotels, restaurants, caterers, décor houses, transportation companies, musicians, and entertainers while exceeding budget parameters
- Designed and implemented transport shuttle spreadsheets that accurately quantified scheduling

Program Manager: September, 2000 – June, 2002

- Developed hotel conference services manager's initiatives to improve logistics and event quality
- Created and implemented complete program logistics scheduling and pricing spreadsheets

Steven J. McCleave Qualifications

(Continued)

WOLFGANG PUCK FOOD COMPANY | Beverly Hills, CA

March 1998 – August 2000

- Progressed from Assistant to General Manager of Wolfgang Puck's Obachine Restaurant
- Increased sales and controlled expenses resulting in a 3% bottom-line increase in annual P&L
- Trained and managed a staff of over 30 employees with over 95% retention
- Through innovations in inventory maintenance and bartender training, decreased pour costs by 5%

AMERICAN CLASSIC VOYAGES | New Orleans, LA

April 1995 – February 1998

- Served in an officer capacity as Food & Beverage Director onboard the Delta Queen Steamboat
- Directly supervised the Maître d', Bar Manager, Executive Chef, and F&B Controller
- Full P&L accountability with officer and crew development, controls, standards, and policies
- On-board FDA Inspector, and fire and safety deck leader

WESTIN SOUTH COAST PLAZA HOTEL | Costa Mesa, CA

November 1989 – June 1994

- Progressed from Fine Dining Manager to Director of Restaurants then to Catering Manager
- Full P&L accountability of all restaurants, bars, room service, mini-bars, and guest amenities
- Responsibilities included: soliciting, contracting and managing social and non-profit events and fundraisers
- Served as Guest Satisfaction Trainer, and awarded employee of the year

EDUCATION AND ACHIEVEMENTS

- California State University, Long Beach: Meeting and Event Planning Certificate
- Meeting Professionals International SoCal Chapter: Board of Directors and Executive Committee
- Association of Destination Management Executives: Destination Management Certified Professional
- Event Leadership Institute: Virtual Event Meeting Management Certificate
- Health Education Services: Covid-19 Compliance Officer Certificate
- Cvent: Hybrid Events Training Course Certificate
- Cvent: Virtual Events Training Course Certificate

Relevant Experience with References

Client	Program	Details and Scope of Services Provided
Bruce M. Smith Director Of Business Development NorthPointe Meetings & Incentives 3759 Celeste Lane Naperville, IL 60564 312-636-5853 brucemsmithil@gmail.com	Pharma Company – Advisory Conference 100 Attendees 5/11/2017 – 5/13/2017	I began planning this conference 6 months prior that included transportation, staffing, and 1 event. Services included: venue research, design, vendor RFP selection and management, proposals, budgets, permits, insurance, contracting, invoicing.
	Technology Company – Women’s Empowerment Conference 300 Attendees 2/4/2018 – 2/7/2018	I began planning this conference 2 months prior that included transportation, staffing, and a 3-day meeting with meal service. Services included: venue research, design, vendor RFP selection and management, proposals, catering, budgets, permits, insurance, contracting, invoicing.
Sarah Malkus, CMP, DES, AVP Senior Events Management Specialist Wells Fargo, Public Affairs One North Jefferson, St. Louis, MO 63103 314-502-5778 sarah.malkus@wellsfargo.com	1st Clearing – Owner’s Forum 200 Attendees 10/5/2017 – 10/8/2017	I began planning this conference 1 year prior that included transportation, staffing, guest activities, and 3 events. Services included: venue research, design, vendor RFP selection and management, site inspections, proposals, catering RFP and menu development, budgets, timelines with update meetings, permits, insurance, contracting, invoicing.
Christine Hartman Owner/Meeting Planner Ice Hat Creative 6325 Church Street Los Angeles, CA 90042 310-601-0695 christine@icehatcreative.com	Providence Speech and Hearing Center – Annual Gala 300 Attendees 11/10/2018	This evening fundraiser event was held at The Grove Anaheim where I managed venue and silent auction design and all aspects of food and beverage, while assisting with a/v and scheduling.
	Coro Southern California – Women in Leadership Event 200 Attendees 3/6/2020	This luncheon was held at the California Endowment Center where I managed all aspects of food and beverage and traffic flow, while assisting with registration and guest information.
Kristin Perry, CMP Vice President, Meetings & Sales Hamilton Group Meeting Planners, Inc. PO Box 9125 Brea, California 92822 USA 714-930-4245 KristinP@hgmp.com	Franchise Services – Annual Convention 300 Attendees 7/24/2017 – 7/30/2017	I began planning this repeat conference 10 months prior that included transportation, staffing and 3 events. Services included: venue research, design, vendor RFP selection and management, site inspections, proposals, catering RFP and menu development, budgets, timelines with update meetings, permits, insurance, contracting, invoicing.
Amy Zelinsky, CMP A to Z Meetings & Events 15445 Ventura Blvd. #64 Sherman Oaks, CA 91403 818-571-6127 amy@atozmeetings.com	Multicultural Veterinary Medical Association – Annual Conference (Virtual) 400 Attendees 11/13-14/2021	This 2-day conference was produced on the Attendify platform. My services began 2 months prior and included: volunteer solicitation and training, converting and uploading speaker notes, and creating sponsor and push notifications. During the live video conference, I provided moderation, technical support, and backend updates.

Letter of Recommendation for SJ McCleave Events

February 21, 2022

It has been my pleasure to have worked with Steve McCleave for over seven years. He has been my preferred contact for destination management services in the greater Los Angeles area. We have worked with him on several projects, including a high-level woman-empowerment conference and a pharmaceutical meeting involving their thought leaders and scientific advisors. I believe he would be an excellent resource for the City of Los Angeles Public Library Special Events Department.

Steve's ability to understand the client's needs, offer recommendations and work within the budget structure made him an invaluable asset to our team. He has an excellent knowledge of the Los Angeles area and is responsive to client requests. He was an advisor to our team and enabled us to function efficiently when developing the program elements.

Some essential things we relied on Steve for were his knowledge of the venue's limitations, his expertise about the technical and legal requirements of the facilities, and the ability to secure the necessary permits and insurance. He negotiates with the venues on our behalf and often presents a more competitive price than other DMC's in the area. Finally, his communication with the team and the client are excellent. I was always comfortable that Steve would represent our organization well if speaking directly with the client or their VIPs.

Because of the excellent experience with Steve McCleave and his team, I believe he would be an excellent resource for the City of Los Angeles Public Library Special Events Department.

Bruce M Smith
Director Of Business Development
NorthPointe Meetings & Incentives, LLC
3759 Celeste Lane
Naperville, IL 60564
312-636-5853
brucemsmithil@gmail.com

To Whom it May Concern:

When reflecting on my fifteen-year career with Wells Fargo and the events team, some of my most unique and well-received programs were hosted in partnership with Steve McCleave. Steve takes the time to understand the full scope of a project, asks the right questions to understand any nuances, and collaborates to create impactful guest experiences. He is creative, resourceful and always makes you feel like you're his biggest priority, while I'm sure he's managing multiple complex projects at the same time.

Our most recent partnership was in 2017 for a high visibility client retention program in Santa Barbara, California. Being based in St. Louis, Missouri with a heavy event calendar, I was only able to do one short pre-planning visit. It was extremely productive because of the pre-work Steve had done to research unique offsite venues and ways to incorporate the locale into our multi-day program. Steve is very insightful and knew I would be concerned with the distance to some of the proposed offsite venues. However, once again he delivered an amazing suggestion – each of our busses full of attendees would unexpectedly pull over on the way to the venue. A musician would come on board and perform for the duration of the trip. Once all busses arrived at the venue, the musicians came together to perform as a fun and engaging band. Our guests loved this unique experience and still talk about the time they thought the bus was picking up a hitch hiker!

In addition to being a great partner to me, Steve was very engaged with our host hotel, working to understand their in-house products and capabilities to best deliver the experience we were looking for within the program budget. Steve is an excellent communicator and transparent, always putting the needs of his end-user first.

A week prior to the program, the resort changed ownership which involved an abrupt change of systems. All of my program details, including rooming reservations and event orders, had to be manually entered into new databases. While it was not his direct role to manage the actual execution of the program, Steve went above and beyond to attend the program and be an additional resource onsite. He welcomed and engaged guests, assisted wherever there was a need and worked to ensure a flawless attendee experience.

Steve McCleave is hospitality and a great asset when designing and executing best in class events.

Sarah Malkus, CMP, DES

AVP, Senior Events Management Specialist
Wells Fargo , Public Affairs Strategy and Transformation
Cell: 314-502-5778
sarah.malkus@wellsfargo.com

March 4, 2022

Los Angeles Public Library
630 W. 5th Street
Los Angeles, CA 90071

To Whom It May Concern:

I am writing in support of Steve McCleave and his application for the Public Library's Coordinator of Special Events.

I have known Steve for many years, beginning with our work together at Meeting Professionals International – Southern California Chapter (MPI SCC). When I joined the association in 2006, I was new to the Los Angeles area and eager to get involved as a volunteer. I was fortunate enough to land on the Monthly Programs committee that Steve was chairing, and I learned so much from his experience and mentorship. We planned monthly luncheons at hotels and other venues, bringing together hundreds of meeting professionals in southern California and beyond. Eventually, both Steve and I served on the Board of Directors for MPI SCC in many different capacities over the years.

I started my company, Ice Hat Creative, in the fall of 2006 with a focus on corporate meetings and fundraisers. As a small company, it is crucial to cultivate and maintain connections to other professionals who can help make any meeting or event a resounding success. Steve is most certainly one of those professionals.

In October of 2018, I produced the annual gala for Providence Speech and Hearing Center. I engaged Steve to manage all aspects of working with the venue (City National Grove of Anaheim) on the day of the event, including food and beverage and other logistics. Additionally, the silent auction set up was significantly behind schedule, so Steve jumped in to ensure that everything was beautifully set before guests arrived. This was not part of our function at the event, and I didn't even know this was happening until afterward. He seamlessly did what he was there to do for me, and then went above and beyond for my client with an amazing attitude and fabulous results.

In March of 2020, I produced the Coro SoCal Women in Leadership Luncheon. As I was hired on the recommendation of another trusted colleague, it was very important that everything go well. Plus, we were at a slightly unconventional venue – the offices of the organization. I knew that I needed Steve – he thinks quickly on his feet and manages situations with a calm and bright demeanor. Everything went great and I'm so thankful I had him on the team.

The bottom line is that Steve is willing to do what it takes to make things happen in the moment, while also being proactive to make sure there are as few surprises as possible. He works well with many different people – he takes the time to build relationships and be a true professional partner with everyone involved, no matter their role. He can see the big picture while also attending to the smallest details. He's a wonderful communicator, in both verbal and written forms. I know that when he is representing my company the light he shines reflects well on me.

I would highly recommend Steve for this position. He has years of experience in events, a positive and collaborative attitude, and a quality track record, all of which make him a valuable and trusted resource. Please feel free to contact me if you'd like to talk further.

Best,



Christine Hartman
Owner/Meeting Planner - Ice Hat Creative
christine@icehatcreative.com
310-601-0695



March 4, 2022

To whom it may concern:

My name is Kristin Perry and I have worked for Hamilton Group Meeting Planners for over 14 years. I am proud to recommend Steve McCleave for the LAPL Special Events Coordinator position. My company worked with Steve on several projects in the Long Beach area when he was with ACCESS Destination Services. Steve helped coordinate a Taste of California opening reception for 300 at Rainbow Lagoon in Long Beach as well as a private party at SeaLegs at the Beach in Bolsa Chica. He also helped design our Awards Dinner décor at the Long Beach Convention Center. Steve is a hardworking professional and takes his work very seriously. He has a unique eye for detail and I believe he would be a valuable asset to your team!

If you have any questions, please feel free to reach out!

Sincerely,

A handwritten signature in black ink that reads "Kristin Perry". The signature is written in a cursive, flowing style.

Kristin Perry

KristinP@hgmp.com

714.930.4245



March 1, 2022

To Whom it may Concern

My name is Zabrina Hazeltine, I am president of the Hamilton Group Meeting Planners. Steve McCleave and I have worked together since 2004. Over the nearly 2 decades that I have known Steve he has been our preferred vendor for providing unique and memorable experiences for our clients.

Steve has a great talent for creating fun and interactive events that exceed expectations, but the skill that I appreciate most is his detail for logistics. The ability to eliminate surprises by providing detailed proposals, timelines and checklists makes my job easier every time.

I'm happy to answer any questions or requests for additional information.

Zabrina Hazeltine
President
Hamilton Group Meeting Planners Inc.
PO Box 9125
Brea, CA. 92822
714-400-5347
zhazeltine@hgmp.com

Ref: Letter of Recommendation SJ McCleave Events
From: Amy Zelinsky, A to Z Meetings & Events
March 2, 2022

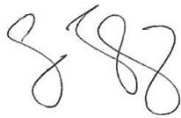
To whom it may concern,

I have worked with Steve McCleave of SJ McCleave Events in various capacities for over 10 years. I have sat with him in a volunteer role on a board of directors, used him as an invaluable resource when he worked at a destination management company, and have brought him onto my production team to support me with the most discerning clients. The first thought that comes to mind when thinking of Steve and his work ethic is dedication and commitment. Steve has always gone above and beyond the call of duty to accomplish any task set upon him.

Steve would be an excellent addition to the City of Los Angeles Public Library Special Events team. Having worked for a Los Angeles-based DMC, and having a passion for the city in which he has lived for many years, he has always been the "go to" resource when looking for new and unique experiences in the greater Los Angeles area. He is strategic yet detail-focused; he is creative and thoughtful. His roles in working with me have included venue research, vendor sourcing, virtual platform management, client management, event design and much more. A truly unique quality about Steve, he has a consistently jovial attitude that permeates the office and infuses the team around him.

Again, I highly recommend Steve to the City of Los Angeles Public Library Special Events Department. His vast experience, commitment to excellence and endless positive attitude will truly make him an asset to the team.

Thank you,

A handwritten signature in black ink, appearing to read 'Amy Zelinsky', with a stylized, cursive script.

Amy Zelinsky
Executive Producer & Owner
A to Z Meetings & Events
15445 Ventura Blvd. #64
Sherman Oaks, CA 91403
818.571.6172
amy@atozmeetings.com

9/13/2018

To Whom It May Concern:

Steve McCleave began his career with ACCESS, in September 2000, as a program manager. He has always had a passion for Los Angeles and learned all he could about his vibrant city and its ceaseless changes. His attention to detail and organized logistics gave rise to a large and loyal network that continued to grow as he transitioned into sales.

Clients have always resonated with Steve's passion, knowledge, and creative program design. He quickly acquired the capacity to manage and develop multiple programs simultaneously, from intimate board of director meetings to 1,000+ attendee incentives, all while going above and beyond to exceed client expectations. His personalized touch for inspired guest experiences brought him repeated recognition, where he consistently scored the highest marks in the company on customer satisfaction surveys. As Steve further developed his skills in sales, he expanded his focus to encompass directing teams and accounts. He has always thrived by coaching and empowering his teammates. This dynamic not only strengthened bonds between employees but also reinforced his client relationships. Steve and his team members developed strategies that led to master agreements resulting in ACCESS preferred partnerships.

Steve has contributed in many ways to the success of ACCESS. This is evidenced by his successive annual inclusion into our President's Club for performance excellence. His loyalty, passion, self-determination, and commitment to quality will serve well the employer who is fortunate enough to enlist his skills.

Should you have any further questions, or should you like to further discuss Steve's performance with ACCESS, please feel free to reach out to me at your convenience. Likewise, CEO Jennifer Miller, would be equally passionate about her support in recommending Steve McCleave as a valued team member and would also be open to answering any further questions you may have.

Sincerely,



Michelle Crespo
Chief Operating Officer
ACCESS Destination Services
p 619.299.2200 | f 619.299.2209 | c 619.247.7233
1650 Hotel Circle North, Suite 110
San Diego, CA 92108
www.accessdmc.com
Shared Experiences, Inspired People.

Key Personnel

Gail Emery, CMP

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818-571-6127
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**REQUEST FOR PROPOSALS
SPECIAL EVENT COORDINATOR
FEES AND EXPENSES SCHEDULE**

Name: Steven McCleave Social Security No.: 428-04-4763
 Address: 630 W 6th Street, #507 Telephone No. (W): 213-438-0184
Los Angeles, CA 90017 (H): 213-438-0184
_____ (M): 213-444-9801

Hourly Rate to be charged: \$50.00 (Based on a 40-Hour Work Week)

List of Anticipated Non-Salary Expenses: (Annually)

<u>Additional Assistance</u>	<u>\$ 5,000.00</u>
<u>Mileage (300 at \$.585/mile)</u>	<u>\$ 175.50</u>
<u>Equipment, Technology & Supplies</u>	<u>\$ 2,000.00</u>
<u>Industry Training Meetings and Seminars</u>	<u>\$ 2,000.00</u>
<u>Bookkeeping, Payroll, Tax Preparation</u>	<u>\$ 1,000.00</u>
<u>Event Insurance</u>	<u>\$ 1,500.00</u>