

EXHIBIT 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.

Required Insurance and Minimum Limits

Name: _____

Date: 02/09/2023Agreement/Reference: Development of Incident Reporting Application RFP

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

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000
☒ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an additional insured

\$1,000,000

☒ Products/Completed Operations

☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

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

☒ **Professional Liability** (Errors and Omissions)

\$1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination
☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood _____

☐ Builder's Risk

☐ Earthquake _____

☐ _____

☐ **Pollution Liability**
☐ _____

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

100% of the contract price

☐ **Crime Insurance**
Other: Provided to: Marisol Lemus. 213-228-7460

1) In 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 State of California.

**CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY

REQUEST FOR PROPOSALS
RFP NO. 44-032

FOR THE

DEVELOPMENT OF
AN INCIDENT REPORTING APPLICATION**

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

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

**CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
REQUEST FOR PROPOSALS (RFP)**

FOR THE DEVELOPMENT OF AN INCIDENT REPORTING APPLICATION

DATE RFP ISSUED: **March 8, 2023**

TITLE: RFP No. 44-032
For the Development of an Incident Reporting Application

DESCRIPTION: THE LOS ANGELES PUBLIC LIBRARY (“LAPL” or “Library”) is seeking a qualified individual or company to oversee the design and development of an Incident Reporting Application to: document incidents that occur on Library property; allow for follow-up reminders and activities; distribute information and incidents accurately for appropriate action (e.g., building maintenance, security, management, etc.); develop and/or track suspension letters, stay-away orders, and restraining orders; and provide Library staff with tools to monitor and analyze application use to improve Library operations.

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

ELIGIBILITY TO APPLY: A minimum of five years of paid experience developing incident reporting applications for large organizations.

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

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

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

TERM: One year with two one-year options to renew at the discretion of the City Librarian or designee.

KEY DATES AND SUBMISSION:	All times listed in this RFP are Pacific Standard Time (PST).
Optional/Highly Recommended Pre-Proposal Conference:	Wednesday, April 19, 2023 at 10:00 a.m. Virtual Conference via Zoom RSVP by Tuesday, April 18, 2023, 5:00 p.m. Details available on Section E.1 of this RFP
Proposal Due:	Wednesday, May 3, 2023 at 5:00 p.m. All revisions will be posted as an addendum on www.rampla.org
Submission via Google Share:	Proposers shall Share their proposals via Google Drive with: laplbids submissions@lapl.org and include the following as cc: dgomez@lapl.org mlemus@lapl.org claudia.aguilar@lapl.org ethomsen@lapl.org
Project Manager:	Mary McCoy Library Experience Office
RFP Administrator:	Deirdre Gomez Email: dgomez@lapl.org

TABLE OF CONTENTS

A.	Purpose of Request for Proposals.....	5
B.	Scope of Work.....	6
C.	Contents of the Proposal.....	8
D.	Mandatory City Submittal Requirements and Compliance Documents	9
E.	Proposal Submission and Requirements.....	18
F.	Evaluation and Selection Process	21
G.	General Conditions.....	22
H.	Proposer Checklist	26

ATTACHMENTS

A.	Standard Provisions for City Contracts (Rev. 9/22 [v.1])
B.	Sample Contract for the Development of an Incident Reporting Application
C.	Electronic Signature Policy 03/20
D.	Library Information Sheet

EXHIBITS

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

E.1	Declaration of Non-Collusion Affidavit (<u>must be notarized</u>)
E.2a	Contractor Responsibility Ordinance (CRO) Questionnaire
E.2b	CRO Pledge of Compliance
E.3	Certification Regarding Compliance with the Americans with Disabilities Act Form
E.4	Certification of Compliance with Child Support Obligations Form
E.5	City of Los Angeles Contract History Form
E.6	City of Los Angeles Residence Information Form
E.7	Municipal Lobbying Ordinance – Bidder Certification CEC Form 50
E.8	Restrictions on Campaign Contributions and Fundraising in City Elections – Prohibited Contributors – Bidders CEC Form 55
E.9	Iran Contracting Act of 2010 Affidavit
E.10	Equal Benefits Ordinance (EBO) and/ First Source Hiring Ordinance (FSHO) Sample Affidavit – Online Submission
E.11	Disclosure Ordinances Sample Affidavit – Online Submission
E.12	Business Inclusion Program (BIP) Walkthrough Manual – HAS BEEN WAIVED
E.13a	Local Business Preference Program (LBPP)
E.13b	LBPP Certification Information
E.14a	Living Wage Ordinance (LWO) Employee Information Form (Form LW-6)
E.14b	LWO Subcontractor Information Form (Form LW-18)
E.14c	LWO Exemption Application (Form LW-10)
E.14d	LWO Small Business Exemption Application (Form LW-26)
E.14e	LWO 501(c)(3) Non-Profit Exemption Application (Form OCC/LW-28)
E.14f	LWO Non-Coverage Determination Application (Form OCC/LW-29)
E.15	Insurance Requirements and Instructions (<i>For information only at this time – Not required for submission of proposal</i>)

A. PURPOSE OF REQUEST FOR PROPOSALS

1. Introduction

The Library is issuing this Request for Proposals (RFP) to select an experienced and qualified individual or organization to oversee the design and development of an incident reporting application.

2. Goals:

The selected contractor will develop an incident reporting application for the Library to meet the following goals:

- Aligns to the Library's Mission:

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

- Addresses the concerns of Library staff and patrons.
- Involves the Central Library and 72 branch libraries.
- Adapts and responds quickly to the changing and growing needs of the communities the Library serves.
- Strengthens relationships with staff, community partners, patrons, community groups, and other City organizations such as the Los Angeles Police Department and Department of General Services.

3. About the Los Angeles Public Library

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

Proposers are instructed to read Attachment D ("Library Information Sheet") of this RFP to better understand important information pertaining to the Incident Reporting Application project.

B. SCOPE OF WORK

The selected contractor will work directly with the Library's designated project manager to provide the following deliverables and requirements:

1. **Application System and Security Requirements:** Application requirements include but are not limited to the following:
 - a. Automatic redaction: The ability to automatically redact or mask content according to rules defined by an authorized user.
 - b. Virus scan: Services to scan files for viruses or malware upon upload into the system.
 - c. Encryption: Services to ensure content is encrypted while in transit and that sensitive information is encrypted.
 - d. IP whitelisting and blacklisting: The system has the ability to block or approve access based on IP address, a.k.a. whitelisting or blacklisting.
 - e. Subpoena reporting: The vendor is able to provide information requested by subpoenas at any time.
 - f. Breach reporting: In the event of a system breach, the vendor provides the Library with a report of the breach and a remedy response plan as soon as possible.
 - g. Security Assertion Markup Language (SAML) Support: The system supports SAML, a standard for exchanging security information between systems.
 - h. Employee access audit: The system audits information access and can provide and generate log reports to the Library detailing who logged into the system.
 - i. Unauthorized access audit: The system monitors and reports unauthorized access attempts.
 - j. Access and activity audit: The system maintains a log of users' access and activities with the ability to define what activities are included and excluded from the log.
 - k. Device management: The system monitors and enforces limits on the number and types of devices an individual user can use to access the system.
 - l. Password enforcement policies: The platform provides for password enforcement based on strength, age, etc.
 - m. Multifactor authentication: The platform supports multifactor authentication. For example, requiring a password and a code sent separately to a user device.
 - n. Archiving support: The platform includes the ability to archive content once it reaches a defined age, and to retain archived data for a period of at least 10 years.
 - o. Data storage: The system must provide secure, backed-up, and redundant data retention for a minimum of two years, in general, and for a minimum of five years for the following categories of information (if any such information is entered into the application):
 - i. Records exempt from public disclosure pursuant to provisions of the California Public Records Act;
 - ii. Records related to any complaint of misconduct by the City or by any City officer or employee;

- iii. Records of a complaint to, or investigation conducted by, any City office or department for correctional, law enforcement, or licensing purposes;
 - iv. Records used or customarily used in civil or criminal litigation, including any appellate review thereof; and
 - v. Records prepared in connection with any claim filed against the City.
 - p. Cloud migration tools: The vendor will provide import of data from the Library's current application to the vendor application, and will provide a simple transition and export of all data should the Library decide to exit the application.
 - q. Privacy: The vendor will agree that data gathered from the Library will not be used or shared outside the organization without the consent of the Library. The vendor will ensure that all Library data is kept confidential to the highest degree possible.
 - r. Regulatory compliance: The application must comply with applicable laws and regulations.
 - s. Cloud security: The application must adhere to cloud security best practices.
2. **Application Requirements for Entering and Submitting Reports:** The incident reporting application should provide a flexible, customizable, easy-to-use form for entering and submitting incident reports including, but not limited to, the following fields and features:
- a. Unlimited incident categories/types and locations.
 - b. Tiered locations and sub-locations within 72 branch agencies, Central Library departments, and adjacent areas.
 - c. Other fields to include: date/time, involved individuals, narrative, rules of conduct violations, resolution, other departments notified, positive outcomes, etc., with the ability to be formatted as checklists, drop-down menus, or open fields.
 - d. Ability to identify unknown individuals with searchable descriptions.
 - e. Ability to generate redacted reports (i.e. fields with identifying information of involved individuals removed) for California Public Records Act (CPRA) requests.
 - f. Ability to attach supportive documentation used by the Library (e.g. videos, images, documents).
 - g. Ability to link incidents and involved individuals across agencies.
 - h. Ability to save drafts of reports in progress.
 - i. Automatic generation of follow-up reports/actions, depending on the type of incident (e.g. suspension letters, report of facilities damage, etc.).
 - j. Incident log feature for use within an agency; used to record observations, such as very minor incidents and facilities issues, without triggering notifications.
 - k. Autofill/autocomplete features of commonly used information, such as agency addresses, staff names, etc.
 - l. In-application help documentation.
 - m. End-user forms designer: The system includes end-user tools for creating and editing forms and templates.

3. **Application Requirements for Moderating Reports:** The application should provide a streamlined workflow for generating notifications and revising and approving submitted incident reports, including the following features:
 - a. Tiered permissions for those submitting/approving reports (e.g. submit only; agency-level moderation; area-level moderation; system administrator).
 - b. Automatic email notifications to appropriate individuals and groups when:
 - i. Reports are submitted.
 - ii. Revisions are requested.
 - iii. Suspension letters are generated.
 - iv. Reports require moderation.
 - c. Ability to return reports for revisions with checklist and/or notes field explaining the revisions requested.
 - d. Provide a draft/revision history for each report.
4. **Application Requirements for Analyzing Reports:** The application should include a real-time data dashboard for system users and the ability to generate downloadable custom reports by location, date and time, area, incident type, and keyword.
 - a. Ability to search incident reports by keyword, name, date, location, region, and incident type.
 - b. Tiered permissions for accessing data and generating reports.
5. **Onboarding and Support:** The selected firm will provide consultation, customization, and administrator training as the application is implemented and ongoing customer support, system maintenance, and updates.
 - a. Content migration tools: the firm offers content migration tools that support bulk import of content.
 - b. Implementation: the firm provides consultation with system administrators to customize the application.
 - c. Training: the firm provides training to system administrators on system use and maintenance.
 - d. Client support: the firm provides ongoing maintenance, system updates, and administrator support as part of the contract.

C. CONTENTS OF THE PROPOSAL

The following items must be included in the proposal:

1. Cover Letter

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

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

2. Executive Summary

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

3. Proposer's Qualifications and Experience

Proposers must have a minimum of five years of paid experience developing incident reporting applications for large organizations and must be prepared to provide samples of incident reporting applications that are currently in use.

This part of the proposal shall include the proposer's statement of qualifications, experience, and any additional information to demonstrate relevant proficiency, including but not limited to:

- a. Proposers shall provide a description of their qualifications and experience.
- b. Proposers shall include a list of three of their successful incident reporting applications within the last five years that resemble the work described in Section B ("Scope of Work"). Include a detailed description of the work, the dates work commenced and ended, and contact information for the organizations (i.e., contact name, telephone number, address, email address). This information will be used by the Library for references.

4. Work Plan Solution

Proposers shall provide a solution and description of the approach to be taken by the proposer which includes: a description of the methodology to achieve the Library's goals and provide the required scope of work, a draft timeline with key milestones, methods for achieving stakeholder "buy-in", and a description of implementing the final product.

5. Proposed Fee Schedule

Proposers shall provide a detailed schedule of fees to meet the goals of the Library, complete the scope of work, and include any other necessary items, such as maintenance and warranties.

D. MANDATORY CITY REQUIREMENTS AND COMPLIANCE DOCUMENTS

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

1. Declaration of Non-Collusion Affidavit

In accordance with Section 10.15(d) of the Los Angeles Administrative Code, each proposal must include an affidavit by the proposer that (i) such proposal is genuine and not a sham

or collusion, or made in the interest or on behalf of any person, firm, or corporation not herein named; (ii) the proposer has not directly or indirectly induced or solicited any other proposer to submit a sham proposal or directly or indirectly induced or solicited any other person, firm, or corporation to refrain from submitting a proposal; and (iii) the proposer has not sought by collusion to secure for themselves an advantage over any other proposer.

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

2. Contractor Responsibility Ordinance (CRO)

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

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

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

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

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

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

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

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

4. Certification of Compliance with Child Support Obligations Form

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

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

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

5. City of Los Angeles Contract History Form

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

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

6. City of Los Angeles Residence Information Form

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

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

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

7. Municipal Lobbying Ordinance

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

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

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

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

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

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

8. Restrictions on Campaign Contributions and Fundraising in City Elections

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

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

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

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

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

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

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

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

9. Iran Contracting Act of 2010

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

Proposers may refer to PSC-36 (“Iran Contracting Act”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information. Proposers may also visit the State of California Department of General Services, Office of Policies, Procedures and Legislation (OPPL) website for additional information and forms regarding this matter: www.dgs.ca.gov/pd/Resources/PDLegislation.aspx

Instructions: Proposers shall complete and include the Iran Contracting Act of 2010 Affidavit (Exhibit E.9) with the proposal **only if** the proposal is for \$1 million or more of goods and services.

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

Equal Benefits Ordinance (EBO)

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

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

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

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

First Source Hiring Ordinance (FSHO)

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

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

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

Instructions:

Proposers shall complete and upload the combined Equal Benefits Ordinance (EBO / First Source Hiring Ordinance (FSHO) Affidavit available on RAMP prior to submission of the proposal. Exhibit E.10 is a sample affidavit. The RAMP website may be found at: www.rampla.org

11. Disclosure Ordinances Affidavit (On-Line Submission)

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

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

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

12. Business Inclusion Program Requirements – HAS BEEN WAIVED

13. Local Business Preference Program

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

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

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

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

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

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

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

Proposers may also refer to PSC-28 ("Living Wage Ordinance") and PSC-29 ("Service Contractor Worker Retention Ordinance") of Attachment A ("Standard Provisions for City

Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information.

Instructions: Proposers shall complete and include the Employee Information Form LW-6 (Exhibit E.14a) and the Subcontractor Information Form LW-18 (Exhibit E.14b) with the proposal.

LWO Exemption:

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

Exemption Application Forms:

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

THE PROPOSER AWARDED A CONTRACT BY THE BOARD OF LIBRARY COMMISSIONERS WILL BE REQUIRED TO COMPLY WITH ITEMS 15 THROUGH 17 DURING THE TERM OF ANY CONTRACT.

15. City’s Insurance Requirements

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

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

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

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

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

16. Business Tax Registration Certificate (BTRC)

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

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

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

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

17. Federal Employer Identification Number

The Internal Revenue Service (IRS) requires the Library to report all payments to an independent consultant or business whenever payments exceed \$600 per calendar year. The contractor is required to furnish the Library with its Social Security number or Federal Employer Identification Number for this purpose.

Instructions: No submission is required at this time. Proposers awarded a contract by the Board of Library Commissioners must provide a Federal Employer ID Number or Social Security number prior to the execution of a contract.

THE PROPOSER AWARDED A CONTRACT BY THE BOARD OF LIBRARY COMMISSIONERS WILL BE REQUIRED TO COMPLY WITH ITEMS 18 THROUGH 22 DURING THE TERM OF ANY CONTRACT.

18. Contractor Evaluation Program

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

Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents: <https://bca.lacity.org/ordinances>

Instructions: *No Submission Required.*

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

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

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

Instructions: *No Submission Required.*

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

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

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

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

Instructions: *No Submission Required.*

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

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

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

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

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

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

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

Instructions: *No Submission Required.*

22. Contractor Data Reporting

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

If a proposer is selected and awarded a contract, and if the contractor is a for-profit company or corporation, then the contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to the City via the RAMP website or via another method specified by City: The annual revenue of contractor and any subcontractor, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the contractor shall further request that any subcontractor input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by the City.

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

Instructions: *No Submission Required.*

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

E. PROPOSAL SUBMISSION AND REQUIREMENTS

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

1. Optional/Highly Recommended Pre-Proposal Conference

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

Participation in the Optional/Highly Recommended Pre-Proposal Conference may be accomplished by Zoom. Questions may be submitted prior to the conference to Deirdre Gomez at dgomez@lapl.org. Any questions related to the RFP received prior to the Optional/Highly Recommended Pre-Proposal Conference will be addressed during the conference. They will later be posted online on the City's website www.rampla.org. Additional questions received after the conference must be submitted 14 days prior to the due date of the proposal, as listed on www.rampla.org, by 4:00 p.m. to dgomez@lapl.org and will be posted on www.rampla.org.

The Optional/Highly Recommended Pre-Proposal Conference will be held as follows:

Registration in advance is required for this meeting.

Topic: FP 44-032 for the Development of an Incident Reporting Application
Optional/Highly Recommended Pre-Proposal Conference

When: **Wednesday, April 19, 2023 at 10:00 am**

To RSVP: <https://forms.gle/AwSbCEG918xYdbzr8>

Please RSVP by **Tuesday, April 18 at 5:00 p.m.** by completing the Google form at the link provided above. After registering, you will receive a confirmation email containing information about joining the meeting.

2. Submission Requirements

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

2.1 Electronic Submission

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

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

2.2 Proposal Due Date / Time

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

Proposal Due Date: May 3, 2023

Proposal Due Time: 11:59 p.m.

2.3 Submission Responsiveness

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

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

3. Responsibility for Timely Submission of Proposal

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

4. Acceptance of Terms and Conditions

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if a contract is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award.

5. Withdrawal by Proposer

A proposer may withdraw its proposal provided that the request is in writing, signed by an authorized representative, and is received by the Library 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 days. Except as previously stated, no proposer may withdraw its proposal, except with the written consent of the Library.

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

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

- 6.1 The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City.

7. Scope of Content

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

F. EVALUATION AND SELECTION PROCESS

1. Proposal Responsiveness

To be considered responsive to this solicitation, proposers must submit completed responses to all items requested in this RFP, including completion and submission of the City's mandatory compliance documents. An incomplete or missing response may result in the rejection of the proposal.

Proposals which, at the discretion of the Library, are incomplete, non-responsive, or non-compliant with content or format requirements may be disqualified without further consideration, and will not be evaluated by the evaluation panel.

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

2. Proposal Evaluation

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

3. Evaluation Criteria

The following criteria will be used to evaluate proposals:

Evaluation Criteria	Max Points Possible
Cover Letter	Pass / Fail
Executive Summary	5
Proposer's Qualifications and Experience	40
Work Plan Solution	40
Proposed Fee Schedule	15
Maximum Points - Total	100

4. Award

The Library will notify all proposers of the determinations of the evaluation panel, including its contract award recommendation. The evaluation panel's determinations and recommendation will serve as a basis for a report from the City Librarian to the Board of Library Commissioners, recommending the highest-ranking proposer to be selected for the award of the contract. The Board of Library Commissioners will consider the City Library's recommendation during a public Board meeting and may accept or reject the recommendation in making its decision as to the proposer selection, if any, stating publicly the reasons for its action.

G. GENERAL CONDITIONS

1. Acceptance and Disposition of Proposals

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

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

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

2. Public Records Act

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

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

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

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

The proposer agrees to indemnify the City and its officers, employees, and agents and hold them harmless from any claim or liability and will defend any suits, claims, and causes of action brought against the City for its refusal to disclose to a requestor information that is or that the proposer claims to be copyrighted, a trade secret(s), or otherwise protected from disclosure.

Proposer's obligations under this provision include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City and its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and including costs of experts and consultants), as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

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

3. RFP Revisions

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

4. Transfers, Joint Ventures, and Use of Subcontractors

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

5. Alternatives

Proposers shall not change any wording in the 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 Library's requirements cannot be considered. Proposals offered subject to conditions or limitations may be rejected as non-responsive.

6. Proposal Errors

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

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

7. Interpretation and Clarifications

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

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

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

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

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

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

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

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

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

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

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

9. Cost of Proposal Preparation

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

10. Americans with Disabilities Act

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

11. Contact for Information / RFP Administrator

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

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

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

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

12. Standard Provisions for City Contracts

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

H. PROPOSER CHECKLIST

Proposers are to complete and submit a copy of this Proposer Checklist with the proposal, which must contain the following items to be found responsive to this RFP:

Section	Form / Document Description	Exhibit No.	Initial
RFP C.1	Cover Letter	--	
RFP C.2	Executive Summary	--	
RFP C.3	Proposer's Qualifications and Experience	--	
RFP C.4	Work Plan Solution	--	
RFP C.5	Proposed Fee Schedule	--	
RFP D.1	Declaration of Non-Collusion Affidavit (<u>Must be Notarized</u>)	Exhibit E.1	
RFP D.2	Contractor Responsibility Ordinance (CRO) Questionnaire	Exhibit E.2a	
RFP D.2	CRO Pledge of Compliance	Exhibit E.2b	
RFP D.3	Certification Regarding Compliance with the Americans with Disabilities Act (ADA) Form	Exhibit E.3	
RFP D.4	Certification of Compliance with Child Support Obligations Form	Exhibit E.4	
RFP D.5	City of Los Angeles Contract History Form	Exhibit E.5	
RFP D.6	City of Los Angeles Residence Information Form	Exhibit E.6	
RFP D.7	Bidder Certification CEC Form 50	Exhibit E.7	
RFP D.8	Prohibited Contributors – Bidders CEC Form 55	Exhibit E.8	
RFP D.9	Iran Contracting Act of 2010 Affidavit (If Applicable)	Exhibit E.9	
RFP D.10	Equal Benefits Ordinance (EBO) and/ First Source Hiring Ordinance (FSHO) – Online Submission	Exhibit E.10	
RFP D.11	Disclosure Ordinances – Online Submission	Exhibit E.11	
RFP D.12	Business Inclusion Program (BIP) Walkthrough Manual – WAVIED	Exhibit E.12	
RFP D.13	Local Business Preference Program	Exhibit E.13a	
RFP D.13	Local Business Preference Program (LBPP) Certification Information (If Applicable)	Exhibit E.13b	

Section	Form / Document Description	Exhibit No.	Initial
RFP D.14	Living Wage Ordinance (LWO) Employee Information (Form LW-6)	Exhibit E.14a	
RFP D.14	LWO Subcontractor Information (Form LW-18)	Exhibit E.14b	
RFP D.14	LWO Exemption Application (Form LW-10) – If applying for exemption	Exhibit E.14c	
RFP D.14	LWO Small Business Exemption Application (Form LW-26) – If applying for exemption	Exhibit E.14d	
RFP D.14	LWO 501(c)(3) Non-Profit Exemption Application (Form OCC/LW-28) – If applying for exemption	Exhibit E.14e	
RFP D.14	LWO Non-Coverage Determination Application (Form OCC/LW29) – If applying for exemption	Exhibit E.14f	