

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

June 22, 2023

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **AWARD OF THE AFTER-HOURS USE OF THE WOODLAND HILLS
LIBRARY PARKING LOT CONTRACT TO ESTATE 1519, INC.
DBA CASALENA**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners (Board):

1. Award a contract, substantially in the form on file, to Estate 1519, Inc., dba Casalena ("Casalena"), permitting use of the Woodland Hills Library Parking Lot outside of Library operating hours and when not being used for City events, and find the proposal submitted to be responsive to the Request for Bids for the After-Hours Use of the Woodland Hills Library Parking Lot (RFB).
2. Authorize the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the contract.
3. Authorize the Board President and the Board Secretary to execute the contract upon completion of all required approvals.
4. Adopt the attached Resolution regarding the award and execution of the contract for use of the Woodland Hills Parking Lot.

B. FINDINGS:

1. On April 27, 2023, the Board approved the release of a Request for Bids for the Woodland Hills Library Parking Lot for use of the parking lot located at 22200 Ventura Boulevard, Woodland Hills, CA 91364 after Library operating hours (Library Resolution No. 2023-17).
2. The RFB was released on April 28, 2023 with a proposal due date of May 26, 2023.

3. Addenda No. 1 to the RFB was released on May 2, 2023. It contained a notice that the Business Inclusion Program had been waived and removed the “mandatory” status of the Pre-Bid Conference. The Pre-Proposal Conference was held on May 10, 2023.
4. On May 24, 2023, the Library received one bid from Estate 1519, Inc., dba Casalena. Library staff reviewed the proposal and found it to be responsive to the RFB submittal requirements.
5. Staff recommends that Casalena be awarded a contract with a term of one year with two one-year options to renew at the discretion of the City Librarian, or designee, for the amount of \$24,000 per year, in increments of \$2,000 per month, with the addition of any fees or damages owed to the Library.
6. Because Contractor will not be providing goods or services to the Library, a Charter Section 1022 determination is not required.
7. Funds will be deposited into Fund 831, Code 246, Woodland Hills Parking, and will be used for facility maintenance and improvements.
8. The contract has been reviewed by the City Attorney and is ready to be transmitted for processing.

Attachments

Project Manager: Eloisa Sarao, Director of Facility Planning and Maintenance

Prepared by: Yuri Phaneuf, Management Assistant

Reviewed by: Monique Atkinson, Departmental Chief Accountant
Madeleine M. Rackley, Business Manager
Susan Broman, Assistant City Librarian

LIBRARY RESOLUTION NO. 2023-__

WHEREAS, on April 27, 2023, the Board of Library Commissioners (“Board”) approved the release of a Request for Bids for After-Hours Use of the Woodland Hills Library Parking Lot (RFB) located at 22200 Ventura Boulevard, Woodland Hills, CA 91364, which contains 43 spaces and includes ingress and egress through a single driveway on San Feliciano Drive (Library Resolution No. 2023-17);

WHEREAS, the RFB was released on April 28, 2023 with a proposal due date of May 26, 2023;

WHEREAS, Addendum No. 1 to the RFB was released May 2, 2023. It included notice that the Business Inclusion Program had been waived and removed the "mandatory" status of the Pre-Bid Conference. The Pre-Bid Conference was held on May 10, 2023;

WHEREAS, On May 24, 2023, the Library received one bid. Library staff reviewed the bid and found it to be responsive to the RFB submittal requirements; and

WHEREAS, funds will be deposited into Fund 831, Code 246, Woodland Hills Parking, and will be used for facility maintenance and improvements.

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian's Board Report and approves the contract with Estate 1519, Inc., dba Casalena, for the use of the Woodland Hills Library Parking Lot; and

FURTHER RESOLVED, that the Board authorizes the City Librarian and the City Attorney to make technical and clerical changes, if needed, to the contract; and

FURTHER RESOLVED, that the Board authorizes the Board President and the Board Secretary to execute the contract upon completion of all required approvals.

This is a true copy:

**CONTRACT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
ESTATE 1519, INC. DBA CASALENA
FOR THE
AFTER-HOURS USE OF THE WOODLAND HILLS LIBRARY PARKING LOT**

This Contract is entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through its Board of Library Commissioners (hereinafter "Board" or "Library"), and Estate 1519, Inc. dba Casalena (hereinafter "Contractor"). The Library and the Contractor may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the Library desires to lease the Woodland Hills Library parking lot located at 22200 Ventura Boulevard, Woodland Hills, CA 91364, which contains 43 spaces with ingress and egress through a single driveway on San Feliciano Drive;

WHEREAS, on April 27, 2023, the Board approved the release of a Request for Bids for the After-Hours Use of the Woodland Hills Library Parking Lot (RFB);

WHEREAS, on April 28, 2023, the RFB was released with a proposal due date of May 26, 2023;

WHEREAS, on May 2, 2023, Addendum No. 1 to the RFB was released. It included a notice that the Business Inclusion Program had been waived and removed the "mandatory" status of the Pre-Bid Conference. The Pre-Bid Conference was held on May 10, 2023. On May 26, 2023, the Library received one bid;

WHEREAS, on May 24, 2023, the Contractor submitted a bid. Library staff reviewed the bid and found the bid to be responsive to the RFB submittal requirements;

WHEREAS, on June 22, 2023, the Board approved the award of a contract with the Contractor for the After-Hours Use of the Woodland Hills Library Parking Lot; and

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

1.0. DOCUMENTS

This Contract shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- 1.1. The Contract.
- 1.2. Standard Provisions for City Contracts (Rev. 9/22 [v.1]), which are attached and incorporated by reference as Exhibit A.
- 1.3. The Request for Bids for the After-Hours Use of the Woodland Hills Library Parking Lot (RFB) issued on May 2, 2023, as revised by Addendum No. 1, which is attached and incorporated by reference as Exhibit B.
- 1.4. Remittance Advice Form, which is attached and incorporated by reference as Exhibit C.

2.0 ORDER OF PRECEDENCE

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

- 2.1 The Contract.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 The RFB (Exhibit B).

2.4 Remittance Advice Form (Exhibit C).

3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

4.0 TERM OF CONTRACT

The term of this Contract shall be for one year with two one-year options to renew at the discretion of the City Librarian, or designee, and shall begin upon the date of execution.

5.0 PERMISSION TO USE LOT

In consideration of the payment of fees and subject to all terms, covenants, and conditions of this Contract, the Library hereby grants the Contractor the non-exclusive right to use the Woodland Hills Library Parking Lot ("Lot").

The Lot is located at 22200 Ventura Boulevard, Woodland Hills, CA 91364, with ingress and egress through a single driveway on San Feliciano Drive.

5.1 Hours of Operation:

The Contractor shall be allowed to use the Lot during following hours of operation in accordance with the following terms and conditions:

Monday through Thursday	8:00 PM to 10:00 PM
Friday and Saturday	6:00 PM to 10:00 PM
Sunday	12:00 PM to 10:00 PM

Contractor and its customers, vendors, subcontractors, agents, and employees will not be allowed to park, self-park, or valet park in the Lot at any time the Woodland Hills Library is open for business or during a Library or City sponsored event.

5.2 Number of Parking Spaces:

There are currently 43 parking spaces on the Lot. The Library does not guarantee any number of parking spaces will be available at all times. There will be no reduction in payments due to non-availability of parking spaces. The number of vehicles allowed to be parked shall be equal to the number of available parking spaces and shall not exceed 43 vehicles at any time.

5.3 Operating Responsibilities:

A. The Contractor shall be responsible for communicating the terms and conditions of this Contract to ensure compliance by its customers, vendors, agents, and employees.

- B. The Contractor shall be responsible for enforcing the terms and conditions of this Contract and shall immediately address and resolve any potential or actual violations of the terms and conditions by its customers, vendors, subcontractors, agents, or employees.
- C. Contractor may only use the Lot during the Hours of Operation. Contractor may only use the Lot as a parking lot. No other use is authorized. For example, Contractor may not sublease or allow any other use of the Lot, including, but not limited to, by any film or television production company, or other media company, or its agents, employees, talent, contractors or subcontractors. Nor may Contractor allow the Lot to be used for events, the staging of events, or for the storing of equipment or vehicles.
- D. Self-parking is not allowed on the Lot, and the Contractor must have a valet on the Lot at all times during Hours of Operation.
- E. Employees or subcontractors of the Contractor on the Lot must wear uniforms that clearly identify them as employees of the Contractor. No employee of the Contractor shall infer or imply any affiliation with the Library or the City of Los Angeles, other than as a contractor.
- F. Any use of a subcontractor to provide valet parking services must be approved by the Library and such subcontractor shall be bound by the same terms and conditions as the Contractor.
- G. Shuttle bus/van services will not be allowed to park in or enter the Lot.
- H. The Contractor shall address any parking violations and other regulatory and law enforcement actions taken against its customers, vendors, agents, and employees, and consequences thereto (e.g., towing).
- I. The Contractor shall be responsible for the overall security and conduct of its customers, vendors, agents, and employees while on the Lot. Prohibited conduct includes the consumption of food or drinks, loud and boisterous behavior, profane or obscene language, loud music, fighting or other altercations, the use of alcohol or illegal substances, smoking of any kind, and any other illegal, illicit, or improper behavior.

5.4 Maintenance of Lot:

- A. The Contractor shall be responsible for the maintenance and cleaning of the Lot during and after each use. This includes sweeping and trash removal.
- B. The Contractor shall secure Lot gates after each use.

C. The Contractor shall immediately report any property damage, damage to vehicles, or personal injuries that occur on Library property to the Library Representative identified in Section 13 of this Contract.

D. The Contractor shall reimburse the Library for any damage caused by its customers, vendors, agents, or employees.

5.5 Use In Compliance with Law:

The Contractor shall not use the Lot or allow the Lot to be used, in whole or part, in violation of any present or future laws, ordinances, rules, or regulations of any public or governmental authority, or agencies, departments, or officers thereof, including but not limited to the City and Library.

6.0 PAYMENT TO LIBRARY

6.1 The Contractor shall pay the Library \$24,000 per contract year in twelve equal amounts of \$2,000 per month (Monthly Payments).

6.2 Monthly Payments are due on the first of each month (Ex. payment for May is due on May 1st). Late Fees shall apply in accordance with Section 7.0 ("Late Fees") of this Contract.

6.3 Monthly Payments shall be accompanied with a completed and signed Remittance Advice Form (Exhibit C) and delivered to:

Los Angeles Public Library
Attention: Eloisa Sarao (M/S 300)
630 West 5th Street
Los Angeles, CA 90071

6.4 The Library shall not be liable for any costs incurred by the Contractor for use of the Lot.

6.5 All payments by the Contractor shall be in the form of a check drawn on any bank that is a member of the Los Angeles Clearing House Association, which check is made payable to the order of the Los Angeles Public Library.

7.0 LATE FEES

7.1 Each payment postmarked or hand-delivered to Library after the first of the month shall be considered late and subject to a Late Fee equal to ten percent of the overdue payment. This Late Fee shall be included in the

completed and signed Remittance Advice Form (Exhibit C), along with the Monthly Payment and any additional amounts owed to Library.

- 7.2 The Parties agree that such late payment will cause Library to incur costs and expenses not contemplated by this Contract, the exact amounts of which are extremely difficult to ascertain, and that such Late Fee represents a fair estimate of costs and expenses Library would incur by reason of Contractor's late payment.
- 7.3 The acceptance of late payments and/or Late Fee payments by the Library shall not be deemed as a waiver of any breach of the Contract by the Contractor and shall not prevent the Library from exercising any other right or remedy available to it.
- 7.4 Any Monthly Payment or additional charges or other sums owing to the Library under this Contract not paid within thirty days of the due date shall bear interest at the rate of twelve percent per annum, or the maximum rate allowed by law, whichever is less, until paid, in addition to any Late Fees.
- 7.5 The Library shall have the right to suspend this Contract until all sums owing to the Library have been received and processed by the Library. The Library retains the right to terminate this Contract should the Contractor fail to make any payments to the Library.

8.0 SECURITY DEPOSIT

- 8.1 The Contractor shall provide the Library with a security deposit in the amount of twice the Monthly Payment prior to the commencement of operations.
- 8.2 The Contractor shall provide the security deposit in the form of a check drawn on any bank that is a member of the Los Angeles Clearing House Association, which check is made payable to the order of the Los Angeles Public Library.
- 8.3 The security deposit shall be returned to the Contractor, less any monies owed to Library, within 30 days of termination of the Contract.

9.0 USE OF LOT BY LIBRARY

The Library may use the Lot during the Hours of Operation for up to 18 hours per month, without any reduction in Contractor's payment due under the Contract. The Library shall provide the Contractor with 14 business days of notice in advance of the Library's use of the Lot during Hours of Operation. Such use by the Library shall be exclusive, and Contractor shall not use or be present in the Lot during such time.

10.0 OWNERSHIP

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

11.0 AMBIGUITY

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

12.0 CONTRACT REPRESENTATIVES

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

CONTRACTOR'S REPRESENTATIVE

Name: John Makhani
Title: President
Address: 22160 Ventura Blvd.
Woodland Hills, CA 91364
Mobile: (310) 704-6623
Telephone: (818) 704-0724

LIBRARY'S REPRESENTATIVE

Name: Eloisa Sarao
Title: Director of Facility Planning and Maintenance
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-7462
Email: esarao@lapl.org

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

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

13.0 INDEPENDENT CONTRACTOR

The Contractor's relationship to the Library in the performance of this Contract is that of an independent contractor and not as an agent or employee of the City. Therefore, neither the Contractor, nor any of its employees or subcontractors, are

entitled to any vacation, sick leave, workers' compensation, pension, or any other City benefits. The Contractor's personnel performing services under this Contract shall at all times be under the Contractor's exclusive direction and control and shall be employees or subcontractors of the Contractor and not of the City. Further, the Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Contract and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

14.0 RETENTION OF RECORDS

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

15.0 NO THIRD-PARTY BENEFICIARIES

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

16.0 CONFIDENTIALITY

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

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

17.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

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

18.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that all of its subcontractors are aware of and comply with the requirements of Sections 16.0 ("Confidentiality") and 17.0 ("Contractor's Interaction with the Media").

19.0 CONTINUED REQUIREMENTS

The requirements of Sections 16.0 ("Confidentiality"), 17.0 ("Contractor's Interaction with the Media"), and 18.0 ("Requirements Apply to all Subcontractors") survive termination of the Contract.

20.0 NON-EXCLUSIVE CONTRACT

Nothing in this Contract shall be construed to mean that the Contractor providing services to the Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other contractors during the term of this Contract, and therefore the Library can neither estimate nor guarantee the volume or amount of work to be received by the Contractor under this Contract.

21.0 BORDER WALL BID DISCLOSURE

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

22.0 ENTIRE CONTRACT

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

(SIGNATURE PAGE TO FOLLOW)

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

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

By _____
JOHN MAKHANI
President
Estate 1519, Inc. dba Casalena

Date _____

Date _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

By _____
RAQUEL BORDEN
Commission Executive Assistant

By _____
JOSHUA M. TEMPLET
Deputy City Attorney

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

EXHIBIT A

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

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

You are a subcontractor on City of Los Angeles Contract #

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

PSC-45. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

General Liability

☐ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability _____☐

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

Professional Liability (Errors and Omissions)

Discovery Period _____

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

☐ All Risk Coverage☐ Flood☐ Earthquake _____☐ Boiler and Machinery☐ Builder's Risk☐

Pollution Liability

☐

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

Crime Insurance

Other: _____

STANDARD PROVISIONS

FOR CITY CONTRACTS (Rev. 9/22) [v.1]

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

**REQUEST FOR BIDS
RFB NO. 44-036**

FOR THE

AFTER-HOURS USE OF THE

WOODLAND HILLS LIBRARY PARKING LOT

REVISED 05-02-2023

BUSINESS INCLUSION PROGRAM (BIP) HAS BEEN WAIVED

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 BIDS (RFB)**

FOR THE AFTER-HOURS USE OF THE WOODLAND HILLS LIBRARY PARKING LOT

DATE RFB ISSUED: May 5, 2023

TITLE: RFB No. 44-036
For the After-Hours Use of the Woodland Hills Library Parking Lot

DESCRIPTION: THE LOS ANGELES PUBLIC LIBRARY ("LAPL" or "Library") is seeking an experienced and qualified business to lease the Woodland Hills Library Parking Lot.

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

ELIGIBILITY TO APPLY: A minimum of three years of operating a commercial business.

MINIMUM BID: \$24,000.00 per year. Payable in 12 equal installments of and due to the Library on the first of each month.

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

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

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

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 RFB are Pacific Standard Time (PST).

Pre-Bid Conference: **Wednesday, May 10, 2023 at 10:00 a.m.**
Virtual Conference via Zoom

RSVP by May 9, 2023, 5:00 p.m.
Details available on Section E.1 of this RFB

Bid Due: **Thursday, May 25, 2023, at 11:59 p.m.**
All revisions will be posted as an addendum on
www.rampla.org

Proposers shall share their bids via Google Drive with:

laplbids submissions@lapl.org

With copies to:

- dgomez@lapl.org
- ethomsen@lapl.org
- mlemus@lapl.org
- claudia.aguilar@lapl.org
- lily.phaneuf@lapl.org

Project Manager: Eloisa Sarao
Director of Facility Planning and Maintenance

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

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ATTACHMENTS

A.	Standard Provisions for City Contracts (Rev. 9/22 [v.1])
B.	Sample Contract for the After-Hours Use of the Woodland Hills Library Parking Lot
C.	Remittance Advice Form
D.	Bid 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 bid</i>)

A. PURPOSE OF REQUEST FOR BIDS

1. Introduction

The Library is issuing this Request for Bids (RFB) to select an experienced and qualified business to enter into a non-exclusive contract with the Library to lease the parking lot at the Woodland Hills Library, located at 22200 Ventura Blvd, Woodland Hills, CA 91364, with ingress and egress through a single driveway on San Feliciano Drive

2. 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.

B. SCOPE OF WORK

The Contractor will be allowed to use the Woodland Hills Library Parking Lot ("Lot") during the following hours of operation in accordance with the terms and conditions of the executed contract. The following are excerpts from the Sample Contract (Attachment B).

1. Hours of Operation:

Monday through Thursday	8:00 PM to 10:00 PM
Friday and Saturday	6:00 PM to 10:00 PM
Sunday	12:00 PM to 10:00 PM

Contractor and its customers, vendors, subcontractors, agents, and employees will not be allowed to park, self-park, or valet park in the Lot at any time the Woodland Hills Library is open for business or during a Library or City sponsored event.

2. Number of Parking Spaces:

There are currently 43 parking spaces on the Lot. The Library does not guarantee any number of parking spaces will be available at all times. There will be no reduction in lease payments due to non-availability of parking spaces. The number of vehicles allowed to be parked shall be equal to the number of available parking spaces at the time and shall not exceed 43 vehicles at any time.

3. Operating Responsibilities:

- A. The Lot may only be used as a parking lot during the Hours of Operation. No other use is authorized.
- B. The Contractor may not sublease or allow any other use of the parking lot, including, but not limited to, by any film or television production company, or other media company, and its agents, employees, talent, contractors or subcontractors.
- C. The Contractor may not allow the Lot to be used for events, the staging of events, or for the storing of equipment or vehicles.

- D. Self-parking will not be allowed on the Lot, and the Contractor must have a valet on the Lot at all times during Hours of Operation.
- E. Employees or subcontractors of the Contractor performing valet service, or any other service, on the Lot must wear uniforms that clearly identify them as employees of the Contractor. No employee shall infer or imply any affiliation with the Library or the City of Los Angeles, other than as a contractor.
- F. Any use of an independent company to provide valet parking services must be approved by the Library and such subcontractor shall be bound by the same terms and conditions as the Contractor.
- G. Shuttle bus/van services will not be allowed to park in or enter the Lot.
- H. The Contractor shall be responsible for enforcing the terms and conditions of this Contract and shall immediately address and resolve all issues where a customer, vendor, agent, or employee parks, self-parks or valet parks, in the Lot.
- I. The Contractor shall be responsible for communicating the terms and conditions of this Contract to ensure that its customers, vendors, agents, and employees are aware that the use of the Lot is prohibited except during the specified Hours of Operation.
- J. The Contractor shall address any parking violations or other actions received (e.g., towing) with customers, vendors, agents, and employees for failing to adhere to the terms and conditions of this Contract.
- K. The Contractor shall be responsible for the overall security and behavior of customers, vendors, agents, and employees while on the Lot. Behavior includes consumption of food or drinks on the Lot, loud and boisterous behavior, profane and obscene language, loud music, fighting or other altercations, and the use of alcohol, illegal substances, smoking of any kind, and any other illegal, illicit, or improper behavior.

4. Maintenance of Lot:

- A. The Contractor shall be responsible for the maintenance and cleaning of the Lot during and after each use. This includes sweeping and trash removal.
- B. The Contractor shall secure and lock the Lot gates after each use with the color-coded master lock provided by the Library.
- C. The Contractor shall immediately report any property damage, damage to vehicles, or personal injuries that occur on Library property, to the Contract Representative in Section 13 of the Contract.
- D. The Contractor shall reimburse the Library for any damage to or on the Lot caused by their customers, vendors, agents, or employees.

5. Security Deposit:

The Contractor shall provide the Library with a security deposit in the amount of two times the Monthly Payment prior to the commencement of operations. At the conclusion or earlier

termination of this Contract by either party, the security deposit shall be returned to the contractor, less any monies owed to Library, within 30 days of termination.

6. Payment to Library:

The Contractor shall pay the agreed upon annual amount, in 12 equal installments, to the Library on a monthly basis, due the first day of each month. Late fees of 10 percent of amount owed and interest shall apply. Any check returned due to insufficient funds shall incur a \$50.00 returned administrative fee in addition to any late fee and interest. If payments are not made in a timely manner, the Library shall have the right to immediately suspend or terminate the Contract, at the discretion of the City Librarian.

7. Library Use of Lot:

The Library may use the Lot during the Hours of Operation for up to 18 hours per month, without any reduction in Contractor's payment due under the Contract. The Library shall provide the Contractor with 14 business days of notice in advance of the Library's use of the lot during Hours of Operation. Such use by the Library shall be exclusive, and Contractor shall not use or be present in the Lot during such time.

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

C. CONTENTS OF THE BID

The following items must be included in the bid:

1. Cover Letter

Bids shall provide a cover letter introducing the proposing entity signed by the person or persons authorized to bind the bidder to all commitments made in the bid. 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 bidding entity.

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

2. Bidder's Qualifications and Experience

Bids must have a minimum of three years of experience as a legal business.

Provide a description of such qualifications and experience, including the names and titles of the organizational principals in charge and key project members, and a general description of meeting the minimum experience requirement.

3. Bid

Bidders must complete, sign, and submit Attachment D ("Bid Sheet") of this RFB and submit as part of the bid submittal package.

D. MANDATORY CITY REQUIREMENTS AND COMPLIANCE DOCUMENTS

Bids must include the completed compliance documents required by Items 1 through 14, else the bid 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 bid must include an affidavit by the bidder that (i) such bid 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 bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid or directly or indirectly induced or solicited any other person, firm, or corporation to refrain from submitting a bid; and (iii) the bidder has not sought by collusion to secure for themselves an advantage over any other bidder.

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

2. Contractor Responsibility Ordinance (CRO)

Bidders are advised that any contract awarded pursuant to this bid 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.

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

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

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.

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

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

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.

Bidders 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 RFB for additional information.

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

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 bid a list of all City of Los Angeles contracts held by the bidder, or any affiliated entity, during the preceding ten years. If the bidder has held no City of Los Angeles contracts during the preceding ten years, this must be stated on the form.

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

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 bidders to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

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

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 bidder must submit with its bid a certification, on a form prescribed by the City Ethics Commission (CEC Form 50), that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

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

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

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

Note: Should bidder 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 RFB, "Electronic Signature Policy [03/20]").

8. Restrictions on Campaign Contributions and Fundraising in City Elections

Under Los Angeles City Charter Section 470(c)(12), bidders 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 bid process and through the resulting contract.

Bidders and their principals that meet the criteria stated above must register with the City Ethics Commission. To do so, each bidder must submit with its bid a certification, on a form prescribed by the City Ethics Commission (CEC Form 55). By doing so, the bidder 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 bidder 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/>

Bidders 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 RFB for additional information.

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

Note: Should bidder 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 RFB, "Electronic Signature Policy [03/20]").

9. Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, bidders submitting bids 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).

Bidders may refer to PSC-36 ("Iran Contracting Act") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFB for additional information. Bidders 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: Bidders shall complete and include the Iran Contracting Act of 2010 Affidavit (Exhibit E.9) with the bid **only if** the bid 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)

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

Bidders 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. Bidders do not need to submit supporting documentation with their bids. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders 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 RFB for additional information. Bidders 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)

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

Bidders 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. Bidders do not need to submit supporting documentation with their bids. However, the City may request supporting documentation to verify information provided on the First Source Hiring Ordinance Affidavit.

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

Instructions:

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

11. Disclosure Ordinances Affidavit (On-Line Submission)

Bidders are advised that any contract awarded under this RFB 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).

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

Instructions: Bidders shall complete and upload the Disclosure Ordinance Affidavit available on RAMP prior to submission of the bid. 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 RFB 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, bidders must submit a LBPP affidavit on the RAMP website: www.rampla.org

Bidders may refer to Exhibit E.13a and Exhibit E.13b of this RFB for additional information. Bidders 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 RFB for additional information.

Instructions: Bidders 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 bid due date, as well as include a copy of the completed affidavit with the bid.

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 bidders and contractors to understand their responsibilities and obligations under the LWO and WRO.

Bidders 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>

Bidders 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 RFB for additional information.

Instructions: Bidders 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 bid.

LWO Exemption:

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

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 BIDDER AWARDED A CONTRACT BY THE BOARD OF LIBRARY COMMISSIONERS WILL BE REQUIRED TO COMPLY WITH ITEMS 15 THROUGH 22 DURING THE TERM OF THE CONTRACT.

15. City's Insurance Requirements

The selected contractor(s) shall not commence work under any contract with the City until all insurance required under this section of this RFB 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.

Bidder 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 RFB until the specified documents have been approved by the City Administrative Officer, Risk Management Section.

Bidders 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 RFB for additional information.

Instructions: No submission is required at this time. Bidders 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 bidder, in submitting this bid, 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.

Bidders 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 RFB for additional information. Bidders 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. Bidders awarded a contract by the Board of Library Commissioners must provide a BTRC prior to the execution of a contract.

17. Federal Employer Identification Number

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

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

18. Contractor Evaluation Program

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

Bidders 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.

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

Bidders 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 RFB for additional information.

Bidders 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

Bidders 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).

Bidders 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.

Bidders 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.

Bidders 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 RFB for additional information. Bidders 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

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

If a bidder 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.

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

Instructions: *No Submission Required.*

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

E. BID SUBMISSION AND REQUIREMENTS

Bids shall be submitted in accordance with the requirements of this RFB.

1. Pre-Bid Conference

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

At the Library's discretion, participation in the Pre-Bid 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 RFB received prior to the Pre-Bid 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 bid, as listed on www.rampla.org, by 4:00 p.m. to dgomez@lapl.org and will be posted on www.rampla.org.

Pre-Bid Conference will be held as follows:

Registration in advance is required for this meeting.

Topic: RFB 44-036 for the After-Hours Use of the Woodland Hills Library
Parking Lot
Pre-Bid Conference

When: **Wednesday, May 10, 2023, at 10:00 am**

To RSVP: <https://forms.gle/m9cuGaPNV8U4bryXA>

Please RSVP by **Tuesday, May 9, 2023, 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

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

2.1 Electronic Submission

- a. Bidders shall create a Google Account or use their pre-existing Good Account to submit their bids.
- 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. Bidders shall upload the bid document to their Google Drive.
- d. Bidders shall share the Google Drive bid document with the following Library email addresses:

- laplbids submissions@lapl.org

- dgomez@lapl.org
 - ethomsen@lapl.org
 - mlemus@lapl.org
 - claudia.aguilar@lapl.org
 - lily.phaneuf@lapl.org
- e. Do not password protect the bid document.
- f. The bid must include all items stated in Section H ("Bidder Checklist") of this RFB.
- g. The sections within the bid document shall be in the order as listed in Section H ("Bidder Checklist") of this RFB.
- h. Documents requiring signatures shall conform to the "Electronic Signature Policy [03/20]" as stated in Attachment C of this RFB.
- i. Bidders are responsible for ensuring that their bid document is not compressed, does not contain a virus or malware, is not corrupted, and is able to be opened. The Library may reject bids 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 bid. It is highly recommended that bidders contact the RFB Administrator listed in Section G.11 of this RFB if a receipt is not received within two business days.
- k. Bidders are solely responsible for ensuring that their bids have been received before the deadline as electronic transmissions are inherently unreliable. Bidders bear all risks associated with the electronic transmission of their bid, including delays, system failures, and other technical issues.

2.2 Bid 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. Bidders are encouraged to submit bids prior to the due date and time.

Bid Due Date: May 25, 2023

Bid Due Time: 11:59 p.m.

2.3 Submission Responsiveness

- a. Failure to meet the requirements of this RFB may be cause for disqualification of the bid.
- b. The Library reserves the right to deem a bid non-responsive if the Library is

unable to determine which documents constitute a complete and appropriate response to the RFB.

- c. The Library reserves the right to seek clarification from a bidder to determine responsiveness.
- d. Bids should not include unnecessary promotional material and should be as succinct as possible.

3. Responsibility for Timely Submission of Bid

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

4. Acceptance of Terms and Conditions

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

5. Withdrawal by Bidder

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

6. The City's Right to Reject Bids and Withdraw the RFB

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

7. Scope of Content

Bids shall be based only on material contained in the RFB, responses to timely questions submitted by bidders, any addenda thereto, and other materials published by the Library relating to the RFB. Bidders shall disregard any previous draft materials and oral representations that may have been obtained by the bidder.

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

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

Bids 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 bidder and any information contained in its bid.

2. Bid Evaluation

A panel of City staff will evaluate the bids 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 bids in each criterion and rank the bids accordingly.

3. Evaluation Criteria

The following criteria will be used to evaluate bids:

Evaluation Criteria	Max Points Possible
Cover Letter	Pass / Fail
Bidder's Qualifications and Experience – Meets Minimum Requirements	Pass / Fail
Bid (Highest Bid)	100
Maximum Points - Total	100

4. Award

The Library will notify all bidders 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 bidder to be selected for the award of the contract. The Board of Library Commissioners will consider the City Librarian's recommendation during a public Board meeting and may accept or reject the recommendation in making its decision as to the bid selection, if any, stating publicly the reasons for its action.

G. GENERAL CONDITIONS

1. Acceptance and Disposition of Bids

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

Failure of the bidder to submit the above-required documents with their bid, to provide all of the information required by the RFB, or to furnish direct and complete answers to RFB prompts may render the bid 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 RFB and the bidder's bid, 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 RFB, to reject any bid for non-compliance with RFB 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 bids submitted in response to this RFB 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 bidder claims any information in the bid to be exempt from disclosure under the CPRA, the bidder must do the following:

- A. Identify in writing all copyrighted material, trade secrets, and other proprietary information that the bidder claims to be exempt from disclosure under the CPRA. Any bidder claiming such exemption must identify the specific provision of the CPRA that provides an exemption from disclosure for each item that the bidder 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 bid 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 RFB, the bidder agrees to be bound by the following language:

The bidder 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 bidder claims to be copyrighted, a trade secret(s), or otherwise protected from disclosure.

Bidder'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. Bidder's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty days after each submission to bidder 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 bid in which all information claimed to be exempt from disclosure has been redacted.

3. RFB Revisions

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

4. Transfers, Joint Ventures, and Use of Subcontractors

Bidders 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 bidder shall be binding on any consented transferee thereof.

5. Alternatives

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

6. Bid Errors

Bidder is liable for all errors or omissions incurred by bidder in preparing the bid. Bidders will not be allowed to alter bid documents after the due date for submission.

The Library reserves the right to make corrections or amendments due to errors identified in a bid by the Library or the bidder. 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 RFB Administrator identified in Section G.11 of this RFB.

7. Interpretation and Clarifications

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

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

Should a bidder object on any ground to any provision or legal requirement set forth in the RFB, or any addendum to the RFB, the bidder must submit a protest within seven calendar days after the RFB 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 bids.

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 RFB.
- 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 bidders' 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 Bid Preparation

The Library is not responsible for any costs incurred by the bidder for preparing and submitting bids in response to this RFB.

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 bid, programs, services and activities. If an individual with a disability requires accommodations to attend a Pre-Bid Conference, please contact the RFB Administrator identified in Section G.11 of this RFB at least five working days prior to the scheduled event.

11. Contact for Information / RFB Administrator

For answers to questions relating to the content of this RFB, bidders must submit written questions at least 14 days prior to the due date and time of the bid, 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 RFB. Any oral communication between a bidder and a City employee is not binding on the Library or the City of Los Angeles.

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

12. Standard Provisions for City Contracts

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

H. BIDDER CHECKLIST

Bidders are to complete and submit a copy of this Bidder Checklist, which must contain the following items to be found responsive to this RFB:

Section	Form / Document Description	Exhibit No.	Initial
RFB C.1	Cover Letter	--	
RFB C.2	Bidder's Qualifications and Experience	--	
RFB C.3	Bid Sheet (Attachment D of this RFB)	--	
RFB D.1	Declaration of Non-Collusion Affidavit (<u>Must be Notarized</u>)	Exhibit E.1	
RFB D.2	Contractor Responsibility Ordinance (CRO) Questionnaire	Exhibit E.2a	
RFB D.2	CRO Pledge of Compliance	Exhibit E.2b	
RFB D.3	Certification Regarding Compliance with the Americans with Disabilities Act (ADA) Form	Exhibit E.3	
RFB D.4	Certification of Compliance with Child Support Obligations Form	Exhibit E.4	
RFB D.5	City of Los Angeles Contract History Form	Exhibit E.5	
RFB D.6	City of Los Angeles Residence Information Form	Exhibit E.6	
RFB D.7	Bidder Certification CEC Form 50	Exhibit E.7	
RFB D.8	Prohibited Contributors – Bidders CEC Form 55	Exhibit E.8	
RFB D.9	Iran Contracting Act of 2010 Affidavit (If Applicable)	Exhibit E.9	
RFB D.10	Equal Benefits Ordinance (EBO) and/ First Source Hiring Ordinance (FSHO) – Online Submission	Exhibit E.10	
RFB D.11	Disclosure Ordinances – Online Submission	Exhibit E.11	
RFB D.12	Business Inclusion Program (BIP) Walkthrough Manual – HAS BEEN WAIVED	Exhibit E.12	
RFB D.13	Local Business Preference Program Ordinance	Exhibit E.13a	
RFB D.13	Local Business Preference Program (LBPP) Certification Information (If Applicable)	Exhibit E.13b	
RFB D.14	Living Wage Ordinance (LWO) Employee Information (Form LW-6)	Exhibit E.14a	
RFB D.14	LWO Subcontractor Information (Form LW-18)	Exhibit E.14b	

Section	Form / Document Description	Exhibit No.	Initials
RFB D.14	LWO Exemption Application (Form LW-10) – If applying for exemption	Exhibit E.14c	
RFB D.14	LWO Small Business Exemption Application (Form LW-26) – If applying for exemption	Exhibit E.14d	
RFB D.14	LWO 501(c)(3) Non-Profit Exemption Application (Form OCC/LW-28) – If applying for exemption	Exhibit E.14e	
RFB D.14	LWO Non-Coverage Determination Application (Form OCC/LW29) – If applying for exemption	Exhibit E.14f	

LOS ANGELES PUBLIC LIBRARY
ATTN: Eloisa Sarao
630 West Fifth Street
Los Angeles, CA 90071

REMITTANCE ADVICE FORM
AFTER-HOURS USE OF THE WOODLAND HILLS LIBRARY PARKING LOT
NAME OF CONTRACTOR

PERIOD COVERED: From: _____ To: _____
(Example: May 1, 2024) (Example: May 31, 2024)

CATEGORY

AMOUNT
DUE

PAYMENT (MONTHLY):

\$ -

ADDITIONAL FEES:

\$ -

LATE PAYMENT FEE:

All payments must be received or postmarked by the FIRST of the month as per the Agreement.

\$ -

SUB-TOTAL DUE:

\$ -

ADJUSTMENTS*:

Explain:

\$ -

*NOTE: Any adjustment to the Payment must be approved in writing by the City Librarian and accompany this Remittance Advice. Otherwise, the Payment will be deemed late, not paid in full, and the Agreement shall be subject to suspension or termination at the discretion of the City Librarian.

TOTAL AMOUNT DUE:

\$ -

I hereby certify that this is a true and correct record of the period stated above:

Signature: _____

Date: _____