

**BOARD OF LIBRARY  
COMMISSIONERS**

**VALERIE LYNNE SHAW**  
PRESIDENT

**LINDA BLANK**  
VICE-PRESIDENT

**KELLY BESSER**  
**HIRAM SIMS**  
**MAYRA VALADEZ**

**RAQUEL M. BORDEN**  
BOARD EXECUTIVE ASSISTANT

# CITY OF LOS ANGELES

CALIFORNIA



**KAREN BASS**  
MAYOR

**LOS ANGELES  
PUBLIC LIBRARY  
ADMINISTRATIVE OFFICES**

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

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

**JOHN F. SZABO**  
CITY LIBRARIAN

July 31, 2024

Honorable City Council  
City of Los Angeles  
c/o: Office of the City Clerk  
City Hall, Room 395

Honorable Members of the City Council:

**RECOMMENDED APPROVAL OF 17 PROPOSED CONTRACTS TO PROVIDE  
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES TO THE LOS ANGELES  
PUBLIC LIBRARY.**

The Board of Library Commissioners (Board) requests approval to execute 17 proposed contracts between various contractors and the Los Angeles Public Library (Library). As the agreements have a potential term longer than three years, Council approval is required.

On July 11, 2024, the Board approved the award of 17 contracts to the contractors listed on the attached Board Report. The term of the proposed Contracts is three (3) years with two one-year options and a not-to-exceed contract amount of \$3 million per year for each contract.

For questions or notification upon decision of this request, please contact the Board Office at (213) 228-7530.

Sincerely,

**Raquel M. Borden**  
Commission Executive Assistant

Encl: Library Resolution No. 2024-24 (C-21)  
Board Report dated July 25, 2024  
Proposed Agreement Template

cc: Claudia Aguilar, Assistant Business Manager

**BOARD OF LIBRARY  
COMMISSIONERS**

**VALERIE LYNNE SHAW**  
PRESIDENT

**LINDA BLANK**  
VICE-PRESIDENT

**KELLY BESSER**  
**HIRAM SIMS**  
**MAYRA VALADEZ**

**RAQUEL M. BORDEN**  
BOARD EXECUTIVE ASSISTANT

# CITY OF LOS ANGELES

CALIFORNIA



**KAREN BASS**  
MAYOR

**LOS ANGELES  
PUBLIC LIBRARY**  
ADMINISTRATIVE OFFICES

**RICHARD J. RIORDAN**  
CENTRAL LIBRARY

**630 WEST FIFTH STREET**  
LOS ANGELES, CA 90071

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

**JOHN F. SZABO**  
CITY LIBRARIAN

July 25, 2024

## **LIBRARY RESOLUTION NO. 2024-24 (C-21)**

**WHEREAS**, the Library's Information Technology (IT) Section provides technology support for Library staff and patrons, which includes: systems development and administration; cyber security; infrastructure and network administration and maintenance; hardware and software purchases, installation, and maintenance; communications; data storage and recovery; and, electronic access to Library resources;

**WHEREAS**, the Library at times requires the professional, expert and technical services of non-City IT staff for short-term projects and support to upgrade, replace, and/or maintain various areas of the Library's infrastructure and network, provide non-standard equipment, and systems unique to the Library. IT manages the systems and oversees the contractors who provide expertise on specific projects;

**WHEREAS**, as technology advances at an ever-increasing pace, it becomes difficult to provide upgrades and repairs in a timely manner by having projects put out to bid one project at a time. Further, the Information Technology Agency no longer provides technical or project assistance to the Library;

**WHEREAS**, on May 25, 2023, the Board of Library Commissioners (Board) approved a Request for Qualifications (RFQ) for IT Professional Services. The RFQ was released on May 26, 2023. A pre-proposal conference was held on June 14, 2023;

**WHEREAS**, on July 13, 2023, the Library received 30 proposals. Library staff reviewed the proposals and found 26 proposals to be responsive to the RFQ requirements. A panel of Library employees reviewed and evaluated the proposals and determined that 17 of the proposals best fit the needs of the Library;

**WHEREAS**, on July 25, 2024, the Board approved the award of 17 contracts to provide IT professional services to the Library on an as-needed and as-requested basis.

**THEREFORE, BE IT RESOLVED**, that the Board adopts the recommendations and findings of the City Librarian's Board Report and authorizes the award and execution of the 17 contracts listed on Attachment A of the report to provide IT professional services to the Library on an as-needed and as requested basis; and

**FURTHER RESOLVED**, that the Board hereby authorizes the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the contracts.

This is a true copy:



Raquel M. Borden  
Raquel M. Borden  
Commission Executive Assistant

Adopted by the following votes:

AYES: Besser/Blank/Sims/Valadez  
NOES: None  
ABSENT: Shaw

**LOS ANGELES PUBLIC LIBRARY  
BOARD REPORT**

July 25, 2024

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **AWARD OF 17 CONTRACTS TO PROVIDE INFORMATION  
TECHNOLOGY PROFESSIONAL SERVICES TO THE LIBRARY**

**A. RECOMMENDATIONS:**

THAT the Board of Library Commissioners (Board):

1. Award contracts, substantially in the form on file in the Board Office, to 17 contractors listed in Attachment A of this report to provide information technology (IT) professional services.
2. Authorize the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the contracts.
3. Authorize the Board President and the Board Secretary to execute the 17 contracts upon completion of all required approvals.
4. Adopt the attached Resolution regarding the award and execution of the 17 contracts between the Library and the 17 contractors to provide IT professional services.

**B. BACKGROUND:**

1. The Library's IT Section provides technology support for Library staff and patrons, which includes: systems development and administration; cyber security; infrastructure and network administration and maintenance; hardware and software purchases, installation, and maintenance; communications; data storage and recovery; and, electronic access to Library resources.
2. The Library at times requires the professional, expert and technical services of non-City IT staff for short-term projects and support to upgrade, replace, and/or maintain various areas of the Library's infrastructure and network, provide non-standard equipment, and systems unique to the Library (e.g., the integrated automated library system). IT manages the systems and oversees the contractors who provide expertise on specific projects.

3. As technology advances at an ever-increasing pace, it becomes difficult to provide upgrades and repairs in a timely manner by having projects put out to bid one project at a time. Further, the Information Technology Agency no longer provides technical or project assistance to the Library.
4. On May 25, 2023, the Board approved a Request for Qualifications (RFQ) for IT Professional Services. The RFQ was released on May 26, 2023. A pre-proposal conference was held on June 14, 2023.
5. On July 13, 2023, the Library received 29 proposals. Library staff reviewed the proposals and found 25 proposals to be responsive to the RFQ requirements. A panel of Library employees reviewed and evaluated the proposals and determined that 17 proposals best fit the needs of the Library (Attachment A).
6. The term of the proposed contracts will be for three years with two one-year options to renew at the discretion of the City Librarian. No minimum amount of work or compensation is guaranteed and all work will be performed on an as-needed and as-requested basis.
7. Staff will ensure that the required compliance documents are completed and submitted prior to the execution of the contracts. The contracts have been reviewed by the City Attorney and are ready to be transmitted for processing.

#### Attachments

Project Manager: Christopher Ma, Sr. Systems Analyst II

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

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



**CONTRACT BETWEEN  
THE LOS ANGELES PUBLIC LIBRARY  
AND  
NAME OF ORGANIZATION  
FOR IT PROFESSIONAL SERVICES**

**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 **NAME OF ORGANIZATION** (hereinafter "Contractor"). The Library and the Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, the Library's Information Technology (IT) Section provides technology support for Library staff and patrons, which includes: systems development and administration; cyber security; infrastructure and network administration and maintenance; hardware and software purchases, installation, and maintenance; communications; data storage and recovery; and, electronic access to Library resources;

**WHEREAS**, the Library at times requires the professional, expert and technical services of non-City IT staff for short-term projects and support to upgrade, replace, and/or maintain various areas of the Library's infrastructure and network, provide non-standard equipment, and systems unique to the Library. IT manages the systems and oversees the contractors who provide expertise on specific projects;

**WHEREAS**, as technology advances at an ever-increasing pace, it becomes difficult to provide upgrades and repairs in a timely manner by having projects put out to bid one project at a time. Further, the Information Technology Agency no longer provides technical or project assistance to the Library;

**WHEREAS**, on May 25, 2023, the Board approved a Request for Qualifications (RFQ) for IT Professional Services. The RFQ was released on May 26, 2023. A pre-proposal conference was held on June 14, 2023;

**WHEREAS**, on July 13, 2023, the Library received 30 proposals. Library staff reviewed the proposals and found 26 proposals to be responsive to the RFQ requirements. A panel of Library employees reviewed and evaluated the proposals and determined that 17 of the proposals best fit the needs of the Library; and

**WHEREAS**, on July 25, 2024, the Board approved the award of a contract with the Contractor to provide IT professional services to the Library on an as-needed and as-requested basis.

**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:

I.1 The Contract.

I.2 Standard Provisions for City Contracts (Rev. 6/24 [v.1]) (Exhibit A).

I.3 Selection Documents:

Exhibit B – Notice of Available Work

Exhibit C – Notice to Proceed

Exhibit D – Supplemental Notice to Proceed

The abovementioned “Selection Documents” are incorporated by reference hereinafter as Exhibit B “Notice of Available Work”, Exhibit C “Notice to Proceed”, and Exhibit D “Supplemental Notice to Proceed.” The process to select a contractor to provide specific IT professional services is detailed in Section 6 (“Project Bid Process”) of this Contract.

**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. 6/24 [v.1]) (Exhibit A).

2.3 Selection Documents:

Exhibit B – Notice of Available Work

Exhibit C – Notice to Proceed

Exhibit D – Supplemental Notice to Proceed

**3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as required by the Standard Provisions for City Contracts (Rev. 6/24 [v.1]) (Exhibit A).

**4.0 TERM OF CONTRACT**

The term of this Contract shall be for three years with two one-year options to renew at the discretion of the City Librarian, or designee, and shall begin upon the date of execution. This Contract is effective upon the date attested by the City Clerk.

## **5.0 SCOPE OF WORK**

Upon award of this Contract, the Contractor will be required to provide the following services on an as-needed basis:

### **5.1 Data Cabling and Electrical Installations**

- a. Provide data cabling upgrades, repairs, and maintenance throughout the Central Library and 72 Branch Libraries to replace old, defective, or split cables and bad port locations and fixtures.
- b. Upgrade data cabling and Intermediate Distribution Frames (IDF) infrastructure to comply with current and upcoming network and computer upgrades.
- c. Provide and install new racks and cabinets.
- d. Provide cable management and clean IDF / MPOE rooms.
- e. Provide electrical installations, repair, alteration, and maintenance of electrical conductors, fittings, and devices for power purposes, regardless of the voltage. Provide electrical permits if required.

### **5.2 Network Switches and Maintenance Upgrade**

Replace outdated switches in the IDFs of the Central Library and 72 Branch Libraries to conform with current and future network upgrades. Provide installation, support, and maintenance.

### **5.3 Wireless Access Point Maintenance and Upgrades**

- a. Replace wireless access points for increased Internet speed, network cyber security purposes, and improved wireless traffic encryption.
- b. Provide wireless studies and surveys at the Central Library and all 72 Branch Libraries to provide mappings to show wireless coverage required for each location, recommendations on how to eliminate wireless collision and wireless blind spot areas, and where to add additional wireless access points for improved wireless coverage. Provide installation, support, and maintenance.

### **5.4 Uninterruptible Power Source (UPS) Maintenance and Upgrades**

Replace outdated Uninterruptible Power Supplies (UPS) inside Central's main data center and 72 branch IDFs and provide a support plan for IT growth. Provide installation, support, and maintenance.

### **5.5 Technical Support**

Provide technical support to Library patrons and staff during regular Library hours as the first or second level of support for network, PC, and printer operation, and other technical issues. The Library uses BMC Track-it!, ZenDesk, and ServiceNow to monitor Help Desk operations. Provide onsite or offsite technical/user support which includes, but is not limited to, the following systems:

- a. Computer reservation system.
- b. Computer hardware and software.
- c. Self-checkout workstations.
- d. Self-scanning machines.

- e. Self-checkout kiosks.
- f. Mobile charging stations.
- g. Employee badge access systems.
- h. Basic or intermediate support on audio/visual equipment in conference rooms or digital media labs.
- i. Install, configure, maintain, and troubleshoot the Integrated Library System (ILS) which includes: ILS application suite software, receipt printers, scanners, wands, RFID application, Envisionware/Lptone/TBS software, Coin/bill Jamex machines.

## **5.6 Asset Management**

- a. Configure hardware and software.
- b. Recommend and work with Library staff for hardware replacement cycle including, but not limited to: public workstations, personal computers, tablets, laptops with latest operating system, printers, monitors and scanners. Provide warranties, applicable licenses and maintenance agreements.
- c. Recommend and work with Library staff to determine maintenance and support for critical services.
- d. Research, recommend, and suggest Virtual Desktop infrastructure or cloud-based DAAS (Desktop as a Service) technologies, ensuring budget and labor efficiencies in managing more than 1,600 public computers. Currently, the Library is using Citrix XenDesktop with Dell Wyse Thin clients to manage the 1,600 public computers.
- e. Provide new/break/fix/move/upgrade support which includes: Dell thin clients, Dell Wyse management console, Cisco UCS servers, Pure storage, Citrix Netscalers, Citrix XenDesktop, Vmware Vsphere.
- f. Maintain and optimize software licenses.
- g. Document, deploy and maintain inventory including tracking and management.
- h. Provide and update FAQ document on common issues.
- i. Complete deliveries within 30-90 days from the date when the purchase order was issued, unless there is an industry-wide parts shortage.

## **5.7 CARL-Web Technical Support**

Administer, install, configure, maintain, troubleshoot, and support the Library website, the components of which include but are not limited to the following:

- a. Monitor the application servers, database servers, LS2Pac servers and CARLWeb server processes underlying the CARL.X system. These servers include on-prem or in the Cloud. Constant upgrades, patching and migrations are needed in order to meet ITA's Cyber security requirements.
- b. Run queries directly against the CARL.X database.
- c. Directly modify data in the CARL.X database.
- d. Perform quality review testing and load testing on new versions of CARLWeb and all other CARL.X modules.
- e. Make Library-specific modifications to CARLWeb.

- f. Administer the CARLWebX and LS2Pac catalogs.
- g. Maintain, create, and modify BIBFORMS, used to display item data in catalogs.
- h. Act as main contact to CARLTLC developers for remedying issues and for long term development in CARL.X.
- i. Work with outside vendors to create and maintain mobile catalog apps.
- j. Perform MARC-outs of both regular and photo databases to provide data for mobile app and for content and authority control providers.
- k. Create new reports to run against CARL.X data and modify existing report parameters in CARL.X; automate system reports to run in off-peak hours.
- l. In coordination with CARL, unpack .war file, edit .jsp and .js pages, and repack .war file to make Library-specific modifications to CARLWeb and the Photo Database.
- m. Create and modify SIP2 connections to the ILS.
- n. Work with complex Unix/RedHat Linux environment, responsible for on-prem/Cloud servers upgrade with Drupal, Oracle, Microsoft, Apache and Tomcat Web servers.

#### **5.8 Disaster Recovery**

Oversee the performance of failover testing, including regular and scheduled maintenance. In the event of a disaster involving the Library's data or system, the Contractor must be able to recover the data or system. Note: the co-location is currently at Mid-Valley Regional Library at 16244 Nordhoff St., North Hills, CA 91343.

In the event of a disaster, the Contractor shall be responsible for the complete rebuild / restoration of the Library's physical and data infrastructure. In the event of a local or regional disaster, the Contractor must be willing to work with the Library to recover from such a disaster. Provide installation, support, testing and maintenance.

#### **5.9 Network Security Management**

Network security management, including but not limited to:

- a. Installation and management of anti-virus software and anti-virus / spyware
- b. Spam filtering, user authentication, file security
- c. VPN connection or remote desktop or other off-site connection systems
- d. Manage firewall(s), including assist, plan, patch management, upgrade, migration.
- e. Manage public and private Wi-Fi access.
- f. Critical systems to be determined by the Library could require maintenance and support service for the same or next business day.
- g. Work with Library IT team to review and/or implement SIEM (Security Information Event Management) platform.
- h. Work with Library IT team to create an incident response playbook.
- i. Perform penetration testing to assess Library's network and cybersecurity vulnerabilities.

- j. Ensure Library cybersecurity standards are meeting City of LA - ITA set standards.

#### **5.10 Network Monitoring and Optimization Management**

Network monitoring and optimization management, including but not limited to:

- a. 24 x 7 network and server monitoring and response.
- b. System updates, firmware updates, patch and version control.
- c. Measurement, monitoring and regular reporting of key performance indicators such as disk space.
- d. Daily backups and Archiving of files.
- e. Manage Service Level Agreements (SLAs) and define protection levels for workloads, availability targets, and objects that are crucial to the Library.
- f. Management and support for off-site backup and backing up to a private or public cloud.
- g. Real Time network traffic monitoring.

#### **5.11 Network Design, Installation, and Support**

Design, configure, install, and provide support for networks, including but not limited to:

- a. Management of physical network devices such as Enterprise servers, routers, switches, DNS, DHCP and firewalls (Cisco Nexus 9508 & N9K-C93180, Catalyst 8500, 9300 & 9500).
- b. IPsec VPN Tunnels.
- c. Cloud integration (Google, AWS and Azure, etc).
- d. VMware vSphere virtualization infrastructure.
- e. Data Storage Network.
- f. Management and maintenance of internet connections in conjunction with the Library's internet service provider. Critical systems to be determined by the Library could require maintenance and support service for the same or next business day.
- g. Management Microsoft support such as SCCM, Active Directory, GPO.
- h. Vendors must be able to provide Remote and/or onsite support requested by the Library IT group. After hours maintenance might be needed to minimize disruptions of the Library services to the public.

#### **5.12 Audio/Video Service**

Provide audio and video services as selected by the Library, to include:

- a. Library with audio/video conferencing hardware replacement cycle including, but not limited to: Videoconferencing, projectors, large display touch panel, video walls, digital signage, varieties of microphone and speakers, sound system, green screen, sound booth.
- b. Installation of the audio and/or video equipment.
- c. Provide a dedicated local representative to the Library Department point of contact.

- d. Respond to the Library within 48 hours upon receiving Library's request.
- e. The Contractor(s) must attend Library's meeting as-needed and as requested.

### **5.13 Data Analytics**

Provide solutions to consolidate, organize, manage and analyze the Library's data. Build a standardized, easily accessible, and manageable repository of systemwide library data.

- a. The Library has to gather various data sources within Google Workspaces, Intranet sites, Library websites and vendor sites in the format of Google Sheets, Microsoft Excel, Adobe PDF, ranging from 15 - 30 sources.
- b. Qualified vendors may be asked to develop or provide an in-house/Cloud base functional database to store data retrieved from vendors and or various library teams, including but not limited to: statistics in various library programming, attendance in various public programs, volunteer hours, WiFi sessions, computer reservation usages, library card holders, visitors count, e-Media and traditional circulation, web traffic.
- c. The end product should be viewable via a live Dashboard. Data should be an auto-feed showing the most current data, preferably on a single page or be easily navigated to different data sets.
- d. Build visualization dashboards to communicate analytics effectively while ensuring data reliability.
- e. Databases should reside in Virtual servers or the Cloud, with proper security measures such as identity management, multi-factor authentication, access logs, backups, disaster recovery, and constant security patches and upgrades.
- f. Optimize functionality and easy integration with the current and potential transition and expansion to future Integrated Library Systems.
- g. Allow for data collection, usage, and analytics while respecting user privacy to the greatest extent possible.
- h. Provide the necessary training and documentation to maintain internally to the maximum extent possible.
- i. Proficient in mathematics, statistics, Microsoft Excel, Google Workspace, Pivot Tables, Dashboard interactive visualizations, Tableau, ESRI ArcMap, Python, PowerBI, APIs, GitHub, programming knowledge, and SQL are highly preferred.
- j. Excellent written and communication skills, able to understand and clearly communicate visualizations to non-technical and non-data staff.

**6.0 PROJECT BID PROCESS**

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

- 6.1 Library, on an as-needed basis, will issue a Notice of Available Work to all qualified contractors, substantially in the form included as Exhibit B of this Contract. The Notice of Available Work will detail the requirements and information of the specific project, including deliverables and duration of the project.
- 6.2 Contractors interested will respond with a written project proposal which must include:
  - a. Cost which may be presented as an hourly rate of assigned personnel and the number of required hours, or by an overall specific project cost.
  - b. Contractor staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
  - c. Any additional information for the Library to consider and which the contractor requires to meet the needs of the Notice of Available Work.
- 6.3 Library will select the contractor it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by Library staff and scored in the criteria stated as below:

CRITERIA CATEGORY	MAXIMUM POINTS
Ability to perform the requested work by demonstrating an understanding of the needs of the Library and Library patrons.	5
Ability to perform the requested work by demonstrating past experience on similar projects.	25
Able to demonstrate an excellent list of references	10
Submission of a high-quality professional response demonstrating the ability to perform the requested work.	30
Cost to provide the requested work.	30
<b>TOTAL</b>	<b>100</b>

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

## **7.0 PAYMENT**

The Contractor shall not incur any costs (e.g., for labor, equipment, materials, or other expenses), and Library shall not be liable for costs or reimbursement of costs incurred by the Contractor, without the prior written approval of the City Librarian or designee.

**The Contractor's Fee Schedule or Rates to be included in this section.**

The total payment from the Library to the Contractor for services and materials acquired in accordance with this Contract will not exceed \$3,000,000 per fiscal year. No minimum amount of work or payment is guaranteed.

## **8.0 BILLING AND INVOICES**

- 8.1 The Contractor shall submit itemized invoices to the Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld.
- 8.2 To ensure that services provided are measured against the services detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. The Contractor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:
  - a. Name and address of the Contractor
  - b. Name and address of the City Department being billed (Library Department)
  - c. Date of invoice and period covered
  - d. Contract Number
  - e. Description of completed task and amount due for task

f. Remittance address

**8.3** All invoices shall be submitted on the Contractor's letterhead and contain the Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Invoices shall be submitted to the Library by the Contractor within 30 days of service or monthly, whichever is sooner. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 11.0 ("Contract Representatives") of this Contract. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform the Contractor of any defect within 10 business days of receipt of the invoice from the Contractor, and the Contractor shall have five business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than 60 days after receipt by the Library.

**8.4** Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The Library will not compensate the Contractor for costs incurred in invoice preparation. The Library may make written requests for changes to the content and format of the invoice and supporting documentation at any time. The Library reserves the right to request additional supporting documentation to substantiate costs at any time. Invoices shall be submitted via electronic mail to the Library Representative listed in Section 11.0 ("Contract Representatives") of this Contract, or via hard copy to:

Los Angeles Public Library  
Attention: Alex Mui (M/S 300)  
630 West 5<sup>th</sup> Street  
Los Angeles, CA 90071

**8.5** Failure to adhere to these procedures may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, and equipment received by any City office or department. The Controller must approve demands before they are drawn on the Treasury.

**9.0 OWNERSHIP**

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

**10.0 AMBIGUITY**

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

**11.0 CONTRACT REPRESENTATIVES**

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

**CONTRACTOR'S REPRESENTATIVE**

Name:  
Title:  
Address:

Mobile:  
Telephone:

**LIBRARY'S REPRESENTATIVE**

Name: Alex Mui  
Title: Director of Systems  
  
Address: 630 W. 5<sup>th</sup> Street  
Los Angeles, CA 90071  
Telephone: (213) 228-7195  
Email: [amui@lapl.org](mailto:amui@lapl.org)

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

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

**12.0 INDEPENDENT CONTRACTOR**

The Contractor's relationship to the Library in the performance of this Contract is that of an independent contractor and not as an agent or employee of the City. Therefore, neither the Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, workers' compensation, pension, or any other City benefits. The Contractor's personnel performing services under this Contract shall at all times be under the Contractor's exclusive direction and control and shall be employees or subcontractors of the Contractor and not of the City. Further, the Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Contract and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

**13.0 RETENTION OF RECORDS**

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

**14.0 NO THIRD-PARTY BENEFICIARIES**

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

**15.0 CONFIDENTIALITY**

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

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

**16.0 CONTRACTOR'S INTERACTION WITH THE MEDIA**

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

**17.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The Contractor will ensure that the requirements of Sections 15.0 ("Confidentiality") and 16.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Contract.

**18.0 CONTINUED REQUIREMENTS**

The requirements of Sections 15.0 ("Confidentiality"), 16.0 ("Contractor's Interaction with the Media"), and 17.0 ("Requirements Apply to all Subcontractors") survive termination of the Contract.

**19.0 NON-EXCLUSIVE CONTRACT**

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

**20.0 BORDER WALL BID DISCLOSURE**

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

**21.0 ENTIRE CONTRACT**

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

(SIGNATURE PAGE TO FOLLOW)

CONTRACT NO. \_\_\_\_\_

**IN WITNESS WHEREOF**, the City of Los Angeles and the Contractor have caused this Contract to be executed by their duly authorized representatives.

**For: THE CITY OF LOS ANGELES,**  
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

**[Contractor Name]**

*\*Approved Signature Methods:*

1) *Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*

2) *One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign*

By \_\_\_\_\_  
VALERIE LYNNE SHAW  
President  
Board of Library Commissioners

Date \_\_\_\_\_

By \_\_\_\_\_  
[Name]  
[Title]

By \_\_\_\_\_  
[Name]  
[Title]

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City  
Attorney

By \_\_\_\_\_  
JOSHUA M. TEMPLET  
Deputy City Attorney

Date \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
RAQUEL BORDEN  
Secretary to the Board

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

City Business License Number: [BTRC Number]

Internal Revenue Service Taxpayer Identification Number: [Number]

Said Contract is Number [Contract Number] of City Contracts

**ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 6/24 [v.1])

# STANDARD PROVISIONS FOR CITY CONTRACTS

## TABLE OF CONTENTS

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

## TABLE OF CONTENTS (Continued)

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

**Exhibit 1 Insurance Contractual Requirements ..... 16**

## 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](http://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. 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](http://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: 04/06/2023

Agreement/Reference: Information Technology Managed Services RFP

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

Limits

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

WC Statutory  
EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers  
 Jones Act

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

\$1,000,000

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_\_\_

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

**Professional Liability** (Errors and Omissions)

\$1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

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

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ **Pollution Liability**

\_\_\_\_\_

\_\_\_\_ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

\_\_\_\_ **Crime Insurance**

Other: Provided to: Erica Thomsen, 213-228-7425

1) Professional Liability Insurance to include Cyber Liability and Data Breach

2) In absence of imposed Auto Liability insurance requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of State of California.

LOS ANGELES PUBLIC LIBRARY  
IT PROFESSIONAL SERVICES  
Notice of Available Work No. Year-XXX  
Released DATE

**DESCRIPTION OF PROJECT**

*Narrative of Project and Deliverables*

Bid Due:                *Date*  
                              *Time*  
                              *Location*

Email Bid To:        *LAPL Staff Email*

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

Please email any questions to the contact person identified above.

**OVERVIEW**

**Project Budget**

**Project Timeline**

**Bid Submittal Requirements and Specifications**

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

*Submittal Requirements and Specifications including Cost*

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

**Evaluation**

The evaluation of the submission will be conducted by Library staff and include a review with scoring criteria that includes professionalism, including presentation of material and accuracy of information.

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

**Exhibits**

All terms and conditions of the IT Professional Services Agreement shall remain in full force and in effect.

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

By: \_\_\_\_\_

Project Manager  
Los Angeles Public Library

Date: \_\_\_\_\_

**BOARD OF LIBRARY  
COMMISSIONERS**

**VALERIE LYNNE SHAW**  
PRESIDENT

**LINDA BLANK**  
VICE-PRESIDENT

**KELLY BESSER**  
**HIRAM SIMS**  
**MAYRA VALADEZ**

**RAQUEL M. BORDEN**  
BOARD EXECUTIVE ASSISTANT

**CITY OF LOS ANGELES**

CALIFORNIA



**KAREN BASS**

MAYOR

DATE

**LOS ANGELES  
PUBLIC LIBRARY  
ADMINISTRATIVE OFFICES**

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

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

**JOHN F. SZABO**  
CITY LIBRARIAN

CONTRACTOR NAME  
CONTRACTOR ADDRESS  
CONTRACTOR ADDRESS

**RE: IT PROFESSIONAL SERVICES – NOTICE TO PROCEED WITH NOTICE OF  
AVAILABLE WORK NO. YEAR-XXX**

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

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

Term of Project:  
Cost / Pricing:

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

Sincerely,

NAME  
Project Manager  
Los Angeles Public Library

cc: LAPL Business Office

**BOARD OF LIBRARY  
COMMISSIONERS**

**VALERIE LYNNE SHAW**  
PRESIDENT

**LINDA BLANK**  
VICE-PRESIDENT

**KELLY BESSER**  
**HIRAM SIMS**  
**MAYRA VALADEZ**

**RAQUEL M. BORDEN**  
BOARD EXECUTIVE ASSISTANT

**CITY OF LOS ANGELES**

CALIFORNIA



**KAREN BASS**  
MAYOR

DATE

**LOS ANGELES  
PUBLIC LIBRARY  
ADMINISTRATIVE OFFICES**

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

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

**JOHN F. SZABO**  
CITY LIBRARIAN

CONTRACTOR NAME  
CONTRACTOR ADDRESS  
CONTRACTOR ADDRESS

**RE: IT PROFESSIONAL SERVICES – SUPPLEMENTAL NOTICE TO PROCEED  
WITH NOTICE OF AVAILABLE WORK NO. YEAR-XXX**

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

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

- 1.
- 2.
- 3.

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

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

Sincerely,

NAME  
Project Manager  
Los Angeles Public Library

cc: LAPL Business Office