

0150-12859-0000

TRANSMITTAL

TO The City Council	DATE 12/20/2024	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT ALL	

Personal Services Contract with Human-I-T for the provision of digital inclusion services.

Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the attached report from the City Administrative Officer.



MAYOR

(Carolyn Webb de Macias for)

MWS:ADP:11250540

# Report From

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

### Analysis of Proposed Contract

(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 12/9/24	C.D. No. All	CAO File No.: 0150-12859-0000
Contracting Department/Bureau: Information Technology Agency (ITA)		Contact: Tita Zara 213-978-3346	
Reference: Transmittal from ITA dated September 17, 2024			
Purpose of Contract: For the provision of on call, as-needed digital inclusion services			
Type of Contract: ( X ) New contract ( ) Amendment		Contract Term Dates: Three years from the date of execution with two additional one-year options to extend.	
Contract/Amendment Amount: \$5,000,000			
Proposed amount \$5,000,000 + Prior award(s) \$0 = Total \$5,000,000			
Source of funds: To be identified by City departments for selected projects			
Name of Contractor: Human-I-T			
Address: 4941 Eastern Avenue, Bell, CA 90201			
	Yes	No	N/A
1. Council has approved the purpose		X	
2. Appropriated funds are available		X	
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 14%			
8. Business Inclusion Program	X		
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

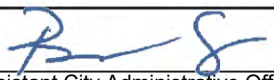
## RECOMMENDATION

That the Council approve, and authorize the General Manager of the Information Technology Agency, or his designee, to execute a Personal Services Contract with Human-I-T to provide on call, as-needed digital inclusion services, with compensation of \$5 million and a term of three years effective from the date of attestation with two additional one-year options to extend, subject to the approval of the City Attorney as to form.

## SUMMARY

The Information Technology Agency (ITA) requests approval to execute a Personal Services Contract (Contract) with Human-I-T (Contractor) for the provision of on call, as-needed digital inclusion services. Since 2015 ITA has entered into two contracts with the intent to improve digital inclusion within the City (C-128561, C-135663), the most recent of which expired on June 30, 2021. The Department now desires to enter into a new Contract to provide these services. The Contract will be available for all City departments to use on an as-needed basis.

On October 18, 2023, ITA posted a Request for Proposals (RFP) to provide devices, internet connectivity, and technical support to underserved communities on an as-needed basis. Two proposals

Austin Patrick		
ADP	Analyst	11250054
		Assistant City Administrative Officer

were received by the deadline of December 6, 2023. An evaluation committee of three City employees rated the submissions on the following factors:

- Company Information and Qualifications;
- Staff Information and Qualifications;
- Service Delivery and Management Plan;
- Proposed Rates and Prices; and,
- References.

Based on the evaluation, the committee and ITA recommended awarding the contract to Human-I-T. The Contractor will provide digital inclusion services including procurement and distribution of Chromebooks and internet hotspots, limited-time internet connectivity, technical support for participants, device distribution event planning and management, as well as data reporting as requested. Work will be assigned to the Contractor by Job Order, which will be prepared by the individual Council Office or City department as funding for projects is identified. No amount of work or compensation is guaranteed.

In accordance with Charter Section 1022, the Personnel Department determined that City employees do not have the expertise to perform the work under the Contract. As part of the Contract negotiations, portions of the Standard Provisions for City Contracts were amended and amendments were approved by the City's Risk Manager and the City Attorney, as applicable. The Contractor has complied with all other applicable City contracting requirements.

## **FISCAL IMPACT STATEMENT**

No funding has been budgeted for this Contract. Funding for expenditures under the proposed Contract must be identified prior to execution of a Job Order. The Contract will be used on an as-needed basis, and the Contractor is not guaranteed any compensation under this Contract.

## **FINANCIAL POLICIES STATEMENT**

The recommendation of this report is in compliance with the City's Financial Policies as Contract expenditures are limited to the appropriation of funds made by the City for this purpose.

**TED M. ROSS**  
GENERAL MANAGER  
CHIEF INFORMATION OFFICER

**MARYAM ABBASSI**  
ASSISTANT GENERAL MANAGER

**BHAVIN PATEL**  
ASSISTANT GENERAL MANAGER

**TITA ZARA**  
ASSISTANT GENERAL MANAGER

**EDUARDO MAGOS**  
ACTING ASSISTANT GENERAL MANAGER

# CITY OF LOS ANGELES

CALIFORNIA



**KAREN BASS**  
MAYOR



INFORMATION TECHNOLOGY AGENCY

CITY HALL EAST  
200 N MAIN ST, ROOM 1400  
LOS ANGELES, CA 90012  
213.978.3311

[ita.lacity.org](http://ita.lacity.org)

September 17, 2024

REF: EXE-139-24

Honorable Karen Bass  
Mayor, City of Los Angeles  
Room 303, City Hall  
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

Subject: **REQUEST APPROVAL FOR PERSONAL SERVICES CONTRACT WITH  
HUMAN-I-T FOR DIGITAL INCLUSION DEVICES**

Dear Mayor Bass:

Attached for your review and approval is the draft contract with Human-I-T to provide on-call, as-needed digital inclusion services for \$5,000,000 (five million dollars). The contract will commence on execution and will terminate three years therefrom with two one-year options to extend.

## Background

Digital access remains a persistent challenge today for certain communities within the City of Los Angeles (City). Lack of access to computers and the internet limits the ability of underserved communities to partake in vital resources such as education, employment opportunities, healthcare services, and civic engagement opportunities. Digital inclusion aims to heal this digital divide by providing equitable access to essential digital connectivity tools, such as functional computing devices and reliable internet connectivity sources. Over the years, the City has implemented various digital inclusion programs and services, including OurCycle LA, which distributes refurbished devices and hotspots to people in underserved communities.

On February 27, 2015, the City established a contract with Los Angeles Cleantech Incubator for OurCycle LA (Contract C-128561) to bridge the City's digital divide gap by partnering with nonprofit, social enterprise, telecommunication, and private-sector companies through refurbishing salvaged computers and distributing them to qualified participants in various underserved communities throughout the City. The contract was administered by the Information Technology Agency (ITA).

On May 26, 2020, ITA entered into emergency Contract C-135663 (Contract) with Human-I-T to acquire, prepare, and distribute refurbished laptops and provide technical support to youth in foster care and in low-income communities. These services assisted youth in engaging in educational activities, searching for employment, and applying to higher education during the COVID-19 pandemic. On October 27, 2020, the Contract was amended through Amendment No. 1 to increase the total expenditure limit by \$50,000 to \$190,000. The Contract expired on June 30, 2021.

The City now desires to enter into a new contract to provide these services, using funding for digital inclusion provided through grants and the American Rescue Plan Act (ARPA).

On October 18, 2023, ITA posted a Request for Proposals (RFP) to provide devices, internet connectivity, and technical support to underserved families and communities that otherwise have limited access to these resources on an as-needed basis. The following two organizations submitted responses by the scheduled deadline on December 6, 2023, and were evaluated by a committee of three City employees:

1. Human-I-T
2. St. Barnabas Senior Center

Submissions were rated based on the following criteria:

- Company Information and Qualifications
- Staff Information and Qualifications
- Service Delivery and Management Plan
- Proposed Rates and Prices
- References

As the result of the evaluation and after taking into account reference checks, the committee and ITA recommend awarding the contract to Human-I-T. By February 14, 2024, all respondents were notified by ITA of the evaluation and selection results.

The term of the proposed contract will be three years, commencing upon execution and will terminate three years therefrom, with two one-year options to extend and a total expenditure limit of \$5,000,000 (five million dollars).

### **Contract Compliance**

In accordance with Charter 1022, the Personnel Department determined that City employees do not possess the expertise or skills to perform the work being sought. While there are City classifications that can perform the work, the staff would have to be laid off

by ITA at the end of the project. Since the project utilizes ARPA funding, which must be expended by December 2024, there is insufficient time to hire staff and complete the project in that time frame.

The Equal Benefits Ordinance/First Source Hiring Ordinance and Disclosure Ordinance affidavits were verified on April 17, 2024.

The Contractor Responsibility Ordinance Questionnaire was submitted by the Contractor on December 6, 2023, and was verified by the Authorized Designated Administrative Agency (DAA) Representative on December 28, 2023.

The Bidder Certification CEC Form 50 and Ethics CEC Form 55 were completed by the vendor, and CEC Form 55 was filed with the Ethics Commission on December 6, 2023.

The ACORD Certificate of Liability Insurance has been uploaded in KwikComply for the required insurance for General Liability and Professional Liability (CA# 3082702, expires 03/15/2025), Workers Compensation (CA# 3082702, expires 11/30/2024), and Cyber Liability (CA# 3083281, expires 04/14/2025).

The headquarters address and workforce information are as follows:

Human-I-T  
4941 Easter Ave  
Bell, CA 90201

Percentage of Workforce residing in the City: 14%

The Contractor possesses a valid Business Tax Registration Certificate.

The draft agreement has been approved by the City Attorney as to form.

### **Fiscal Impact Statement**

Required funding for services provided under this contract is subject to budget approval.

### **Recommendation**

Authorize the General Manager of ITA, or his designee, to execute a three-year contract with two one-year options to extend with Human-I-T to provide as-needed digital inclusion services. The total expenditure limit for this contract is \$5,000,000 (five million dollars).

September 17, 2024

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Please contact Tita Zara, Assistant General Manager, at (213) 978-3346 with any questions.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "Ted Ross". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Ted Ross  
General Manager

Attachment

ec:   Melissa Velasco, CAO  
      Austin Patrick, CAO  
      Maryam Abbassi, ITA  
      Tita Zara, ITA  
      Donna Arrechea, ITA  
      Maria Ramos, ITA  
      Maggie McNally, ITA  
      Tim Jennings, ITA

CONTRACT  
between  
CITY OF LOS ANGELES  
and  
HUMAN-I-T

THIS CONTRACT ("Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through the Information Technology Agency ("ITA"), and Human-I-T, a Colorado non-profit corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, "digital inclusion" generally refers to programs and policies that endeavor to ensure that all individuals and communities, including the most disadvantaged, have equitable access to information and communication technologies, such as functional computing devices and reliable internet connectivity sources;

WHEREAS, from time to time, the City receives funding for digital inclusion programs and requires the services of a contractor to provide devices, internet connectivity, and technical support to underserved families and communities that otherwise have limited access to these resources;

WHEREAS, competitive bidding under Charter Section 371 is not required because the services required are for the performance of special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous;

WHEREAS, the City performed a Charter Section 1022 evaluation and it was determined (a) there is insufficient existing City staff to perform the work proposed to be contracted herein and additional staff cannot be employed and trained in a timely manner to meet the department's needs, and (b) this work is of limited scope or intermittent nature and it is unlikely that the City would be able to continue the employment of persons hired for projects undertaken under this Agreement;

WHEREAS, ITA issued a Request for Proposals (RFP) on October 18, 2023, for Digital Inclusion Device and Connectivity Procurement under Charter Section 372 and the Contractor was selected under such RFP;

WHEREAS, the City desires to engage the services of the Contractor to provide the procurement and distribution of new and/or refurbished Chromebooks and mobile hotspots and to provide technical support for the distributed devices to members of the underserved communities who receive the Chromebooks and mobile hotspots;



WHEREAS, the Contractor has demonstrated to the City, through the RFP process, that Contractor is well qualified to perform the services required herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereby promise, covenant, and agree as follows:

## **1.0 TERM OF CONTRACT**

The term of this Contract shall commence on execution, and shall terminate three years therefrom, or at such time as all funding provided herein has been expended, whichever occurs first. This Contract shall be subject to termination by the City if funds are not appropriated for these services in the ensuing fiscal year commencing July 1.

The City may renew the Contract for two additional one-year periods upon the written notification by the ITA General Manager or his/her designee, subject to Contractor's written agreement.

## **2.0 COMPENSATION AND PAYMENT**

### **2.1. Total Contract Expenditure**

The City's total obligation under this Contract shall not exceed \$5,000,000 (five million dollars). No minimum amount of work or compensation is guaranteed, and the Contractor will not receive any payment unless ITA issues an authorization to hire letter.

### **2.2 Invoices**

Contractor shall submit invoices to the City as follows:

The specific rate to be charged for Contractor's personnel shall be determined prior to beginning of employment by mutual written agreement between Contractor and the City. Payment of invoices shall be subject to approval by the City. No payment shall be made for any incidental expense.

Contractor's invoices must conform to City standards and include, at a minimum, the following information:

- Name and address of Contractor;
- Name and address of the City department being billed;
- Date of the invoice and the period covered;
- Reference to this Contract number;
- Reference to the ITA Written Approval (including the approved project budget) and the Statement of Work authorizing the work performed by Contractor;

- Description of the services performed and the amount due for the services;
- Name(s) of all Contractor's personnel performing the services for the City department, the number of hours worked for each person, and the hourly rate for each person;
- Payment terms, total due and due date;
- Certification by a duly authorized officer;
- Remittance Address (if different from Contractor's address);
- Contractor's City of Los Angeles Business Tax Registration Certificate Number; and
- Contractor's State of California Sales and Use Tax Permit Number.

All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information such as name and address of Contractor. Invoices shall be submitted within 30 days of performance of services. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City Project Manager.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The City will not compensate Contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

Failure to adhere to these policies 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, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

### **3.0 SCOPE OF WORK**

Contractor agrees to provide the City digital inclusion services that include procurement and distribution of new and/or refurbished Chromebooks and internet hotspots, limited-time provision of internet connectivity, technical support for participants, event planning in coordination with the ITA and participating City agencies, and data reporting as requested by City departments.

All services are to be completed in accordance with City-issued service requests at an agreed-upon price consistent with the rates quoted in Appendix B: Price Schedule. No work will be initiated before the price has been agreed to by both the City and Selected Contractor and ITA has processed a Notice to Proceed.

#### **3.1. CHROMEBOOKS**

On an as-needed basis, Contractor shall supply the City with new and/or refurbished Chromebooks that meet the following requirements:

- At minimum, have 8 GB RAM, 128 GB storage, and a 13-inch screen with a 1920x1080-resolution, 60 Hz display.
- Have pre-installed basic software, including, but not limited to, Chrome OS operating system with OS updates for a minimum of five years after device issue, productivity software, an internet browser, and security software.
- Include a one-year warranty, which covers manufacturer defects and failure during normal and proper use, replacing devices that cannot be repaired with an at minimum specification-equivalent Chromebook.
- Perform all repair work in accordance with current professional standards and best practices using first quality original equipment manufacturer (OEM) authorized parts. Parts shall maintain verifiable new and/or refurbished Chromebook warranties.
- Contractor may substitute equivalent or superior devices over the course of the contract as availability or software requirements change. Approval from the City prior to substitution shall be required if there is a material change in the substitute devices' specifications or costs.
- The City reserves the right to inspect and/or test devices for compliance with specifications, requirements, and needs of the City within contract duration.

### **3.2 HOTSPOTS**

Contractor shall supply mobile hotspots to the City for distribution to program participants. Mobile hotspots shall have at minimum:

- Up to one year of prepaid connectivity service with a 30 GB high speed (4G minimum) monthly and unlimited 3G connection.
- A one-year warranty that covers manufacturer defects and failure during normal and proper use of the hotspot, replacing it with at least a spec-equivalent hotspot if it cannot be repaired. Contractor shall perform all repair work in accordance with current professional standards and best practices using first quality original equipment manufacturer (OEM) authorized parts. Parts shall maintain verifiable hotspot warranties.

Contractor may substitute equivalent or superior devices or data service over the course of the contract as availability or data service technology changes, with the prior express written approval from City.

The City reserves the right to inspect and/or test any mobile hotspots for compliance with specifications, requirements, and needs of the City within contract duration.

### **3.3. TECHNICAL SUPPORT**

After distribution, Contractor shall provide technical support for distributed devices for a period of 12 months.

Support shall be provided during normal business hours through a toll-free phone number. For after-hour, weekend, or holiday technical support requests, Contractor shall provide a voicemail line and both website- and text-based support options, and respond to all technical support requests received outside of business hours the next business day.

The cost of technical support is included in the quoted hardware prices in Appendix B.

### **3.4. EVENT PLANNING AND MANAGEMENT**

On request, Contractor shall provide device distribution event planning and management services in coordination with the requesting City department or Council office. Such services may include, but are not limited to:

- Meeting with staff from the requesting department or Council office to plan logistics of the event.
- Setting up the event venue, including providing materials such as tables, chairs, or pop-up tents, when needed.
- Providing and/or posting signage.
- Delivering devices to site and securing them prior to distribution.
- Distribution of devices to selected recipients.
- Providing information to recipients about technical support, warranties, etc.
- Keeping accurate records of devices being distributed.

### **3.5. DATA REPORTING**

For some Job Orders (see section 4.0), Contractor will be asked to provide data to aid in grant reporting. Such requests may include, but are not limited to, reporting information relating to hardware, software, warranty claims, technical support, and program participant demographic and economic background.

## **4.0 JOB ORDER (JO) REQUESTS**

The Contractor shall be assigned work in the form of a Job Order (JO) request. The JO will be completed by Council Office or City department staff and will detail the services needed, which may include, but are not limited to:

- Number of Chromebooks and/or mobile hotspots to be distributed;
- Time, date, location, and target audience of event(s);

- Data reporting requirements.

The JO will be sent to the Contractor who will then provide a quote to the requesting Department or Council office. Negotiations may be conducted by the requesting Department or Council office if necessary. Once finalized, ITA will send a Notice to Proceed to the Contractor to execute the JO.

#### **4.1. RELATIONAL DATABASE MANAGEMENT**

The Contractor shall maintain a relational database for Contractor billed rates, invoice number, unique inventory ID, and Job Order tracking metrics. Access to this database must be provided to authorized City representatives at no cost to the City.

#### **4.2. INVOICING AND PAYMENT**

Invoices must be submitted to the department specified in the JO and will be settled within thirty (30) days of Contractor's completion of the requested device distribution services. Payment to the Contractor shall be bound to the agreed upon pricing in the approved JO. Modifications to pricing after release of the approved Job Order (JO) require prior approval from the City.

Invoices will be issued after the device distribution event and must include:

- A breakdown of hours worked by hourly staff, supported by their respective timesheets.
- Details of overhead expenses incurred.

The Contractor's hourly staff must maintain accurate timesheets, recording the number of hours worked each day and associate them with the relevant JO when submitting invoices for billing. Billing rates shall be based on the actual hours worked, utilizing the established hourly rates. Billing rates shall only cover the actual time worked by individual employees, excluding any holiday or vacation pay.

For more information on completing invoices, refer to Section 2.2.

### **5.0 CONTRACT AUDITS**

Contractor agrees that the City or its delegates will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the City or its delegates, at no cost, with any relevant information requested and shall permit the City or its delegates access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this

requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

## **6.0 PARTIES TO THE CONTRACT AND REPRESENTATIVES**

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent.

### **6.1. Parties to the Contract**

The parties to this Contract are:

1. City: The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. Contractor: Human-I-T, a Colorado nonprofit corporation with its principal address at 4941 Eastern Ave., Bell, California 90201.

### **6.2. Contractor's Representative**

Contractor hereby appoints the following person to represent Contractor with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all the respective notices, reports, invoices, and other documents or information as required by this Contract.

Name: Joshua Butler  
Title: Senior Policy & Advocacy Manager  
Address: 4941 Eastern Ave.  
Bell, California 90201  
Telephone: (323) 336-8061  
Email: Joshua.butler@human-i-t.org

### **6.3. City's Representative**

The City hereby appoints the following person, or her designated representative, to represent the City in all matters pertaining to this Contract:

Name: Maryam Abbassi  
Title: Assistant General Manager  
Address: 200 North Main Street, 14<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 978-3311  
Email: Maryam.abbassi@lacity.org

#### **6.4. City's Project Manager**

The City hereby appoints the following person to act as the project manager:

Name: Gary Hoggatt  
Title: Senior Management Analyst I  
Address: 200 N. Main St., CHE 14<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 539-1485  
Email: [gary.hoggatt@lacity.org](mailto:gary.hoggatt@lacity.org)

#### **6.5. Communications**

Formal notices, demands, and communications from Contractor shall be given to the City's Representative with copies to the City's Project Manager.

Formal notices, demands, and communications from the City shall be sent to the address below with copies sent by email to Aaron Wilkins.

4941 Eastern Ave.  
Bell, California 90201  
Attention: Aaron Wilkins; Legal  
Email: [aaron.wilkins@human-i-t.org](mailto:aaron.wilkins@human-i-t.org)

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

If the name or address of the person designated to receive the notices, demands, or communications is changed, written notice shall be given of such change, in accordance with this Section, within ten (10) working days of said change.

#### **7.0 NAME CHANGE**

In the event that Contractor undergoes either an ownership change and the new Owner is able to comply with all Contract terms and conditions, or a name change, the General Manager of ITA may, at his discretion, execute an amendment to effect the assumption and/or change the Contractor name.

#### **8.0 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., (Disclosure of Border Wall Contracting). City may terminate this Contract at any time if

City determines that 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.

## **9.0 CONTRACTOR PERFORMANCE EVALUATION**

At the end of this Contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City Evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

## **10.0 CONTRACT MODIFICATIONS, CHANGES, OR AMENDMENTS**

This Contract plus specific documents cited herein constitutes the entire Contract between the City and Contractor and may be amended by further written agreement.

## **11.0 INSURANCE COMPLIANCE**

Contractor will fulfill its insurance obligation by using the City's designated insurance portal, KwikComply at <https://kwikcomply.org>, to upload its certificate of insurance. Contractor is responsible for keeping its certificate current, and the date of expiration of the certificate on file shall never be less than 30 days in the future. City shall not pay invoices on contracts that are not in compliance with this Section and shall not be responsible for any late charges or fees that may accrue in consequence.

## **12.0 ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into PDF format (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

## **13.0 AMENDMENTS TO APPENDIX A, STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 9/22 [v.1])**



- 13.1** Section PSC-8. Suspension is deleted in its entirety and replaced with the following new PSC-8:

**“PSC-8. Suspension**

“At **CITY’S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with sixty (60) days’ prior written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall, to the extent possible, not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of the suspension.”

- 13.2** Section PSC-9. Termination is amended by deleting and replacing Subsection A with the following new subsection and adding an entirely new subsection after Subsection C:

**"PSC-9. Termination**

**“A. Termination for Convenience**

“**CITY** may terminate this Contract for **CITY’S** convenience at any time by providing **CONTRACTOR** sixty (60) days’ prior written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur, to the extent possible, 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** for termination 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.

**“D.CONTRACTOR** may terminate this Contract immediately upon written notice to **CITY** in the event **CITY** materially breaches this Contract and fails to cure such breach within thirty (30) days of written notice by **CONTRACTOR.**”

**13.3** Section PSC-18. Indemnification is deleted in its entirety and replaced with the following new PSC-18:

**"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 a negligent 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.

**13.4** Section PSC-19. Intellectual Property Indemnification is deleted in its entirety and replaced with the following new PSC-19:

**"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."

**13.5** Section PSC-22. Data Protection is deleted in its entirety and replaced with the following new PSC-22:

**"PSC-22. Data Protection**

A. **"CONTRACTOR** shall use reasonable secure means and technology to protect **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 seventy-two 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 (i) **CITY** is subject to liability for any Data Breach or Security Incident and (ii) the Data Breach or Security Incident is a result of **CONTRACTOR'S** material breach of this Section 22, gross negligence, or willful misconduct, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions."

**13.6** Section PSC-24. Best Terms is deleted in its entirety.

**13.7** Section PSC-43. Confidentiality is deleted in its entirety and replaced with the following new PSC-43:

#### **“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 for a period of five (5) years.

“**CITY** acknowledges that in the course of receiving services under this Contract, it may gain access to confidential, proprietary, or trade secret information belonging to the **CONTRACTOR** (“**Contractor Confidential Information**”). **CITY** agrees to hold all such Contractor Confidential Information in strict confidence and shall not disclose, reproduce, distribute, or use such Contractor Confidential Information for any purpose other than the purposes expressly permitted in this Contract. **CITY** shall take all reasonable steps to prevent any unauthorized access, disclosure, or use of Contractor Confidential Information and to protect the integrity and confidentiality of the same. This confidentiality obligation shall survive the termination or expiration of this Agreement for a period of five (5) years. Any breach of this Section 43 by **CITY** may result in immediate termination of this Contract by **CONTRACTOR** and legal action for damages or injunctive relief, or both, as deemed necessary by **CONTRACTOR**.”

#### **14.0 Limitation of Liability**

To the maximum extent permitted by law, unless expressly permitted under this contract, neither party shall be liable to the other party for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this agreement, including but not limited to loss of profits, loss of business or goodwill, loss of use, and any other commercial damages or losses, whether based on contract, tort, strict liability, or otherwise, even if such party has been advised of the possibility of such damages. The total cumulative liability of either party for any and all claims arising out of or related to this contract shall not exceed \$1,000,000 or the City's total expenditure to Contractor under this Contract, whichever is greater. The foregoing limitation of liability shall not

apply to liability arising from a party's indemnification obligations, gross negligence, or willful misconduct. This section shall survive termination of this contract."

## **15.0 APPENDICES**

The following appendices are incorporated into and made a part of this Contract:

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

Appendix B: Price Schedule

In the event of an inconsistency between any of the provisions of this Contract and/or any appendix attached hereto, the inconsistency shall be resolved by giving precedence in the following order:

1. The provisions of this Contract
2. Appendix A
3. Appendix B

**IN WITNESS THEREOF**, the parties hereto have caused this instrument to be signed by their respective duly authorized officers:

APPROVED AS TO FORM:

Hydee Feldstein Soto

City Attorney

CITY OF LOS ANGELES:

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

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

Joshua M. Templet

Deputy City Attorney

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

Tita Zara

Assistant General Manager

Information Technology Agency

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

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

ATTEST:

Holly Wolcott

City Clerk

Human-I-T:

Gabriel Middleton

CEO

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

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

<<NAME, TITLE>>

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

<<NAME, TITLE>>

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

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

## **APPENDIX A**

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

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

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

### **PSC-2. Applicable Law, Interpretation and Enforcement**

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

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

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

### **PSC-3. Time of Effectiveness**

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

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

#### **PSC-4. Integrated Contract**

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

#### **PSC-5. Amendment**

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

#### **PSC-6. Excusable Delays**

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

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

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

#### **PSC-7. Waiver**

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

## **PSC-8. Suspension**

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

## **PSC-9. Termination**

### **A. Termination for Convenience**

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

### **B. Termination for Breach of Contract**

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

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

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

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

#### **PSC-10. Independent Contractor**

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

#### **PSC-11. Contractor's Personnel**

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

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

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

#### **PSC-12. Assignment and Delegation**

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

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

#### **PSC-13. Permits**

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

#### **PSC-14. Claims for Labor and Materials**

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

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

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

#### **PSC-16. Retention of Records, Audit and Reports**

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



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

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

#### **PSC-17. Bonds**

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

#### **PSC-18. Indemnification**

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

#### **PSC-19. Intellectual Property Indemnification**

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

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

#### **PSC-20. Intellectual Property Warranty**

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

#### **PSC-21. Ownership and License**

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

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

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

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

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

## **PSC-22. Data Protection**

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

## **PSC-23. Insurance**

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

## **PSC-24. Best Terms**

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

#### **PSC-25. Warranty and Responsibility of Contractor**

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

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

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

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

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

#### **PSC-27. Child Support Assignment Orders**

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

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

**PSC-28. Living Wage Ordinance**

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

**PSC-29. Service Contractor Worker Retention Ordinance**

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

### **PSC-31. Contractor Responsibility Ordinance**

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

### **PSC-32. Business Inclusion Program**

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

### **PSC-33. Slavery Disclosure Ordinance**

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

### **PSC-34. First Source Hiring Ordinance**

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

### **PSC-35. Local Business Preference Ordinance**

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

### **PSC-36. Iran Contracting Act**

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

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

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

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

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

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](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. COVID-19**

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

#### **PSC-45. Contractor Data Reporting**

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

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](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: 08/14/2023Agreement/Reference: Ourcycle LADigital Inclusion 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

<input checked="" type="checkbox"/>	<b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>		
		WC	<u>Statutory</u>
		EL	<u>\$1,000,000</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	<input type="checkbox"/>	Longshore & Harbor Workers
		<input type="checkbox"/>	Jones Act

<input checked="" type="checkbox"/>	<b>General Liability</b> <u>City of LA is named and Additional Insured</u>		<u>\$1,000,000</u>
<input checked="" type="checkbox"/>	Products/Completed Operations	<input type="checkbox"/>	Sexual Misconduct _____
<input type="checkbox"/>	Fire Legal Liability _____		
<input type="checkbox"/>	_____		

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

<input checked="" type="checkbox"/>	<b>Professional Liability</b> (Errors and Omissions)		<u>\$1,000,000</u>
	Discovery Period <u>12 months After Completion of Work or Date of Termination</u>		

____	<b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)		
<input type="checkbox"/>	All Risk Coverage	<input type="checkbox"/>	Boiler and Machinery
<input type="checkbox"/>	Flood _____	<input type="checkbox"/>	Builder's Risk
<input type="checkbox"/>	Earthquake _____	<input type="checkbox"/>	_____

____	<b>Pollution Liability</b>		
<input type="checkbox"/>	_____		

\_\_\_\_ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

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

Other:

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

2) Cyber Liability (\$1MM)

# **APPENDIX B:**

## Price Schedule

# TECHNOLOGY

Device	Hardware Specifications						ChromeOS Update End of Life Date	Warranty Length of Time from
	Model	Unit Price	RAM	Storage	Screen Size	Screen Quality		
New Chromebook	Acer Spin 514	\$449	8 GB	128 GB	14"	1920x1080	Chrome 120 AUE 2031	12 months
Refurbished Chromebook	Acer Spin 514	\$399	8 GB	128 GB	14"	1920x1080	Chrome 120, AUE 2031	12 months

Device	Hardware Specifications						Data Specifications			Warranty
	Model	Unit Price	RAM	Connectivity	Processor	Frequency	Wireless Network Technology	Included Data Package	Monthly Data Cost	Length of Time from Distributio
Mobile Hotspot	Franklin T10	\$80			Qualcomm MDM9207-0		4G LTE	Unlimited	14.99	12 months

Notes:

## SUPPORT

Event Set-Up	Event Size		
Service	0-99 Devices per Event	100-199 Devices per Event	200+ Devices per Event
Device Delivery	\$600	\$600	\$600
Tables	\$165	\$165	\$210
Chairs	\$240	\$340	\$500
Canopy Tent	\$1,000	\$1,000	\$1,400
Printing	\$450	\$780	\$920
Beverages/Refreshments	\$150	\$300	\$500

Event Staffing	
Position	Hourly Rate
Community Partnership Associate	\$27.98
Community Partnership Associate	\$27.98
Community Partnership Associate	\$27.98
Community Partnership Associate	\$27.98
Senior Manager Impact Partnerships	\$55.53
Marketing/Photographer	\$55.53

Data Reporting	
Position	Hourly Rate
Partnerships	\$55.53
Associate	\$27.98
SVP of Programs	\$66.70
Accounting	\$29.98

**Notes: Wages include benefits**