

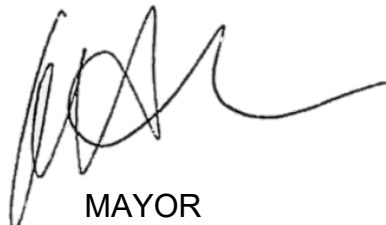
0150-12191-0000

TRANSMITTALTO
The CouncilDATE
09/29/2022

COUNCIL FILE NO.

FROM
The MayorCOUNCIL DISTRICT
Citywide**Proposed Request for Qualifications – Public Right of Way Beautification Services**

Approved and transmitted for your consideration consistent with Los Angeles Administrative Code (LAAC) Section 10.3. Consistent with LAAC Section 10.4, a ten day review period applies. See the City Administrative Officer report attached.



MAYOR
(Andre Herndon for)

MWS:DHH:06230023t

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: September 28, 2022

CAO File No. 0150-12191-0000

Council File No. --

Council District: Citywide

To: The Mayor

From: *for* Matthew W. Szabo, City Administrative Officer 

Reference: Letter to the Mayor from the Board of Public Works, dated September 16, 2022;
referred for report September 16, 2022

Subject: **REQUEST FOR QUALIFICATIONS – BOARD OF PUBLIC WORKS - PUBLIC
RIGHT OF WAY BEAUTIFICATION SERVICES**

RECOMMENDATION

That the Mayor and Council approve the Board of Public Works request to release the proposed Request for Qualifications for public right of way beautification services within the City and instruct the Board to complete the 1022 process with the City Administrative Officer before awarding any resulting contracts.

SUMMARY

Consistent with Executive Directive 3 and Los Angeles Administrative Code (LAAC) Sections 10.3 and 10.4, the Board of Public Works submits a proposed Request for Qualifications (RFQ) for review and approval of the Mayor and the City Council. The Board of Public Works intends to issue an RFQ to hire non-profit contractors to provide community beautification services within the public right of way Citywide. The Board would create an on-call contract, or list of responsive contractors, that will be available for future work required by the City. The services encompassed by the RFQ include:

- Removal of vegetation such as weeds;
- Removal of litter and bulky items;
- Tree Planting;
- Tree Establishment;
- Implementation of a Youth Employment Program (YEP);
- Other various beautification services.

While the actual term of the on-call contract or list is not yet determined, the Board would like the option of having the term exceed three years. Should that happen, the resulting contract(s) will require Council approval. Therefore, in compliance with LAAC Sections 10.3 and 10.4, the proposed RFQ should be submitted to the Council. Under this process, if the Council approves of

the proposed RFQ then no action is necessary. If 10 days pass with no action by the Council, the Board may then issue the RFQ.

Funding for the on-call list will come from future task orders that are identified and funded by the Council and Mayor.

The Board initiated the Charter Section 1022 process and the Personnel Department determined that City staff could do the work. The Board surveyed other City departments and did not find a department that could absorb this work on a regular basis. Since the Board may be signing contracts that exceed three years and City employees can do the work, completion of the 1022 process could potentially involve a comparison of the cost of contractors with City employees and/or an assessment of whether future work is of limited duration or not. Therefore, actual costs from contractors should be collected through this RFQ process and then the Board should connect with this Office to complete the 1022 process prior to approval of any resulting contracts by the Board of Public Works.

FISCAL IMPACT STATEMENT

There is no fiscal impact of approving the release of an RFQ. A fiscal impact may be associated with any resulting contracts from the RFQ process.

FINANCIAL POLICIES STATEMENT

The recommendation complies with the City Financial Policies as this RFQ process will not obligate the City to any expenditure of funds. Therefore, sufficient funds exist to support this recommendation.

**BOARD OF PUBLIC WORKS
MEMBERS**

AURA GARCIA
PRESIDENT

M. TERESA VILLEGAS
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

VAHID KHORS
COMMISSIONER

SUSANA REYES
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

**OFFICE OF THE
BOARD OF PUBLIC WORKS**

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

TEL: (213) 978-0261
TDD: (213) 978-2310
FAX: (213) 978-0278

<http://bpw.lacity.org>

September 16, 2022

BPW-2022-0607

The Honorable Mayor Garcetti
City Hall – Room 320
Los Angeles, CA 90012
Attn: Heleen Ramirez

REQUEST FOR QUALIFICATIONS AND NEGOTIATE CONTRACTS – PUBLIC RIGHT-OF-WAY BEAUTIFICATION SERVICES

As recommended in the accompanying report from the Director of the Bureau of the Office of Community Beautification, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor:

1. **DISTRIBUTE** and release the transmitted Request for Qualifications (RFQ) for Public Right of Way Beautification Services within the City of Los Angeles;
2. **EVALUATE** the RFQ submissions, select and interview the most qualified proposer(s) who submits the best and the most responsive proposal;
3. **NEGOTIATE** any proposed contract with the most responsive proposer(s) subsequent to the receipt and objective review of all proposals submitted in response to the transmitted RFQ; and
4. **RETURN** to the Board of Public Works for authority to award and execute a contract(s) with a term period sufficient to complete the proposed project, subject to approval by the Mayor.

Sincerely,

DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works

FC:lc





ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

SEP 16 2022

Department of Public Works
Board of Public Works
Office of Community Beautification

[Signature]
Executive Officer
Board of Public Works

Report No. 1
Council District: ALL

AND REFERRED TO THE MAYOR

September 16th, 2022

Honorable Members of the Board of Public Works

**REQUEST FOR AUTHORITY TO RELEASE A REQUEST FOR QUALIFICATIONS
AND NEGOTIATE CONTRACT(S) FOR PUBLIC RIGHT OF WAY BEAUTIFICATION
SERVICES WITHIN THE CITY OF LOS ANGELES.**

RECOMMEND THE BOARD:

Subject to approval by the Mayor, authorize the Office of Community Beautification to:

1. **DISTRIBUTE** and release the transmitted Request for Qualifications (RFQ) for Public Right of Way Beautification Services within the City of Los Angeles.
2. **EVALUATE** the RFQ submissions, select and interview the most qualified proposer(s) who submits the best and the most responsive proposal;
3. **NEGOTIATE** any proposed contract with the most responsive proposer(s) subsequent to the receipt and objective review of all proposals submitted in response to the transmitted RFQ; and
4. **RETURN** to the Board of Public Works for authority to award and execute a contract(s) with a term period sufficient to complete the proposed project.

TRANSMITTALS

1. Personnel Department Charter 1022 Determination.
2. Copy of Request for Qualifications for Community Beautification services, in substantial form.

BACKGROUND

The Board of Public Works Office of Community Beautification (OCB) exists as the City's primary agency tasked with the management and coordination of community beautification projects throughout the City of Los Angeles, with an emphasis on community outreach and partnership. OCB partners with non-profit, community based organizations to provide beautification and improvement services along the City's public right-of-way. OCB programs include Graffiti Removal, Volunteer Community Cleanup,

Adopt-a-Median, CleanLA, and Clean Streets LA. OCB is seeking to expand the pool of qualified contractors to provide: Public Right-of-Way (PROW) Cleanup (litter/weed abatement from designated areas along the PROW), tree planting services, tree watering and establishment care services, and management of a citywide youth employment program.

PROJECT DELIVERABLES

The purpose of this RFQ is to solicit proposals from qualified proposers to provide services related to beautifying the Public Right-of-Way. Services requested include:

1. Weed abatement - removal of overgrown vegetation from designated areas in the PROW.
2. Litter abatement - may include bulky item pick up.
3. Tree Planting Services.
4. Tree Establishment Care & Watering Services.
5. Implementation of a Youth Employment Program (YEP).
6. Other various services beautifying the PROW.

SELECTION PROCESS AND PROPOSAL CRITERIA

The Request for Qualifications process is being used to solicit the best available contractors and services at the most competitive rates. An evaluation panel of Board of Public Works staff will evaluate all proposals to determine which proposal, according to the evaluation criteria identified, will bring the greatest benefit to the City. BPW will then negotiate a contract(s) with the most qualified proposer(s) and return with a recommendation to the Board for authorization to enter into contract(s) with the selected proposer(s). The criteria to be used for the selection of the proposer are outlined in the RFQ and summarized as follows:

1. Technical Competence	30%
2. Work Plan	30%
3. Cost Proposal	25%
4. Record of Past Performance	15%

NOTIFICATION OF INTENT TO CONTRACT

The required "Notification of Intent to Contract" was filed with the City Administrative Office (CAO) Clearinghouse on March 9, 2022. On March 17, 2022, SEIU Local 721 requested a meeting per Article 2.10 of their operative Memorandum of Understanding to discuss the proposed RFQ. After discussion, SEIU Local 721 agreed to support OCB moving forward with contracting the proposed work via this RFQ.

CHARTER SECTION 1022 DETERMINATION

The BPW filed a 1022 Determination on August 2, 2022. On August 8, 2022, The Personnel Department determined that City employees do have the expertise to perform the work. The Personnel Department's report also indicated that the proposed work meets the following criteria,

- (1) Project of limited duration would have to lay off staff at end of project; and
- (2) Time constraints require immediate staffing of project; and
- (3) Work assignment exceeds staffing ability.

Based on Personnel's findings that the City does have the expertise, the Board of Public Works conducted outreach to all City Departments that had eligible City classifications. 44 departments were contacted requesting if they had staff to fill the eligible positions as listed by Personnel. 20 departments responded that they do not have sufficient staffing to support the Board's request. 24 departments did not respond. Ultimately, no departments were able to provide support for the requested work.

BUSINESS INCLUSION PROGRAM

The City's Business Inclusion Program (BIP) is intended to expand the participation of minority, women, small and disabled veteran businesses in City contracts. This Request for Qualifications will utilize the City's BIP to encourage the participation of a variety of businesses and organizations.

LOCAL BUSINESS PREFERENCE PROGRAM

This RFQ is subject to the provisions of the City's Local Business Preference Program (LBPP). Per the LBPP, Proposers who are classified as local businesses will be awarded a preference based on standards set forth that will provide a benefit during the evaluation criteria.

CITY ATTORNEY REVIEW

The City Attorney has reviewed and approved as to form the proposed RFQ.

STATUS OF FUNDING

Funding for these projects are anticipated to be part of the 2023-2024 Adopted Budget. Additionally, discretionary funding from City Council Offices are likely to be transferred to the Board of Public Works for requested services and projects.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Paul Racs", written over a horizontal line.

PAUL RACS
Director, Office of Community Beautification

PR:dz/gv

PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: Board of Public Works
2. Contacts:

Department: <u>Devon Zatorski</u>	Phone No. <u>(213) 663-4423</u>	
CAO: <u>Daisy Bonilla</u>	Phone No. <u>(213) 473-7531</u>	
3. Work to be performed:
The Board of Public Works Office of Community Beautification (OCB) is seeking qualified contractors to perform a variety of community beautification services on the public right-of-way (PROW) within the City of Los Angeles, including:
 - Public Right-of-Way Cleanup - Litter and Weed abatement from designated areas along the public right-of-way
 - Tree Planting Services
 - Tree Maintenance Services
 - Operation of Citywide youth hiring program
 - Various as-needed projects
4. Is this a contract renewal? Yes ☐ No ☒
5. Proposed length of contract: 3-5 years. Start Date: January 2023
6. Proposed cost of contract: estimated at \$1,000,000.00 over life of contract
7. Name of proposed contractor: unknown
8. Unique or special qualifications required to perform the work: None
9. Are there City employees that can perform the work being proposed for contracting?
 Yes, with the appropriate training and experience Yes ☒ No ☐ If yes, which classes & Depts:

<i>Class</i>	<i>Departments</i>	<i>List expires</i>
Maintenance Laborer, 3112	Multiple	N/A
Gardener Caretaker, 3141	Multiple	N/A
Tree Surgeon, 3114	Multiple	2/7/24
Tree Surgeon Assistant, 3151	Multiple	N/A
Motor Sweeper Operator, 3585	Multiple	N/A
Street Services Supervisor, 4152	Public Works	N/A
Equipment Operator, 3525	Multiple	3/8/23

Is there sufficient Department staff available to perform the work? Yes ☐ No ☒

- a. Are there current eligible lists for the classes? Yes ☐ No ☐ Some ☒
- b. Can the requesting department continue to employ staff hired for the project after project completion? Yes ☐ No ☒
- c. Are there City employees currently performing the work? Yes ☐ No ☒

10. Findings

- ☐ City employees DO NOT have the expertise to perform the work
☒ City employees DO have the expertise to perform the work

Check if applicable (explanation attached) and send to CAO for further analysis

- ☒ Project of limited duration would have to layoff staff at end of project
☒ Time constraints require immediate staffing of project
☒ Work assignment exceeds staffing availability

The Board of Public Works Office of Community Beautification exists as the City's primary agency tasked with the management and coordination of community beautification projects through the City of Los Angeles, with an emphasis in community outreach and partnership. Although employees in the classes listed above could perform the work involved, the Department indicates that the work assignment exceeds staffing availability. Moreover, this contract is intended to address special projects that exceed the existing capacity of City staff with unpredictable scopes, various timelines, and involve time constraints, such as changing concerns or grant funding, that would require immediate staffing of the projects.

<u>Maria Koo</u>	<u>Cathy T. Tanaka</u>	<u>Vincent Cordero</u>	<u>8/8/22</u>
Submitted by	Reviewed by	Approved by	Date
Maria Koo	Cathy T. Tanaka	Vincent V. Cordero	
Senior Personnel Analyst I	Senior Personnel Analyst II	Chief Selection Division	

City of Los Angeles

Board of Public Works

Office of Community Beautification



Request for Qualifications

Board of Public Works
Office of Community Beautification
200 North Spring Street - Room 356
Los Angeles, CA, 90012
Attention: Paul Racs, Director

Issue Date: XX, 2022

Pre-Proposal Conference: XX, 2022

Proposals Due: XX, 2022

For Information Contact:

Paul Racs, Director
(213) 978-0229
Paul.racs@lacity.org

Gerry Valido, Assistant Director
(213) 978-0223
Gerry.valido@lacity.org

Devon Zatorski, Contract Questions
(213) 978-0210
Devon.zatorski@lacity.org

PROJECT OVERVIEW

The Board of Public Works Office of Community Beautification exists as the City's primary agency tasked with the management and coordination of community beautification projects throughout the City of Los Angeles, with an emphasis in community outreach and partnership. The Office of Community Beautification (OCB) is seeking proposals from qualified contractors to perform a variety of community beautification services in the public right-of-way (PROW) within the City of Los Angeles. Proposers may bid on some or all of the various projects as part of this RFQ. Projects open for bidding are:

- Public Right-of-Way Cleanup- Litter and Weed abatement from designated areas along the public right-of-way.
- Tree Planting Services.
- Tree Establishment Care Services.
- Operation of Citywide Youth Employment Program.
- Various as needed projects.

Pre-Proposal Conference (Optional)

OCB has organized an optional pre-proposal conference to discuss the scope of work; City administrative contracting requirements; and to respond to any questions, comments, or concerns from prospective consultants. The pre-proposal conference will be held virtually via Google Meet.

OCB highly encourages potential bidders to attend the pre-proposal conference. However, if you are unable, questions and answers will be posted on RAMP for proposers to view.

Date and time:

TBD, 2022 from 10:00 AM – 12:00 PM (PST)

II. RESPONSIBILITIES

A. SCOPE OF SERVICES

OCB intends to obtain the services of qualified contractors to provide the services enumerated above. Best industry practices and/or best management practices may require additional services not explicitly enumerated. The proposer should identify any additional services required, price them, and explain them in their response. The work primarily consists of performing all operations in connection with public right-of-way litter and weed abatement; and community beautification projects within the city limits of Los Angeles. These operations include:

1. Weed abatement – removal of overgrown vegetation from designated areas of the PROW:
2. Litter abatement - which may include bulky item pick-up
3. Tree planting
4. Tree establishment care
5. The implementation of a youth employment program (YEP).
6. Other services for which various Public Works Bureaus or other City Departments may request pursuant a contract resulting from this RFQ.

Locations where services are to be rendered will be determined by, but are not limited to, one the following: OCB staff, City Council/Mayoral staff, and other Department of Public Works administration, MyLA311, or neighborhood groups. Contractors are to determine the appropriate method to be used for abatement services. Services may include the use of various motorized and/or hand operated equipment, as well as a variety of vehicles specific to the types of services proposed in the RFQ, as well as standard manual labor. Contractors must take care to not damage existing structures, or areas of the public right-of-way. If any damage is caused resulting from the services being rendered, the contractor will be held responsible for the repair and expense. Additionally, areas being serviced shall be done to the standards set by the City of Los Angeles. Any YEP implemented by a contractor shall adhere to State and City rules and procedures regarding the supervision and safety for youths participating in said program.

B. CONTRACTOR RESPONSIBILITIES

The Request for Qualifications seeks responses for various services to be provided. Proposers may choose to bid on all or only some of the below mentioned services.

1) Weed and Litter Abatement

- a. Any weeds and overgrown vegetation on the PROW slated for removal will be identified and assigned to the contractor.
- b. PROW litter abatement will consist of litter pickup on the sidewalks, gutters, alleyways, and parkways.
- c. Litter may also be collected from public trash receptacles that appear to not be maintained. Litter will be disposed of in the appropriate manner.
- d. Contractor should respond to priority assignments from the Office of Community Beautification within a two-hour (2) time period. Response and removal time for all other abatement requests should be within 5 business days.
- e. Contractor should provide all personnel, tools, equipment, supplies, transportation, supervision and incidentals necessary to perform PROW services.
- f. Vegetation collected will be disposed of in the appropriate manner.
- g. Proper precautions will be adhered to, ensuring the safety of employees and the public.

- h. Weed and Litter Abatement services should not include the pickup or disposal of hazardous materials. Any hazardous material cleanup should be referred to the Department of Sanitation.

2) Tree Planting

- a. Plantings include the tree, root barrier (when required by specification) stakes, ties, and complete installation. Contractor will be responsible for procuring the tree species in 15 gallon, 24" box or other stock size as specified by the project manager, coordinating tree stock approval and tagging for compliance with the City's nursery specifications by the Bureau of Street Services – Urban Forestry Division (UFD). Planting list will be compiled by the City project manager and approved by the UFD.
- b. Contractor shall obtain a Dig Alert identification number by calling USA (Underground Service Alert) or using the Dig Alert website, two working days prior to excavation per California Government Code Section 4216 et seq.
- c. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit, the Contractor shall examine the root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point, just in front of the break. Broken branches should be cut out of the canopy ensuring that the branch collar is not damaged.
- d. Any damage to the adjacent sidewalks or parkways caused by the Contractor shall be repaired at the expense of the Contractor, including any applicable permit costs.
- e. Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finished grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be three (3) inches below the level of the finished surface of the concrete.
- f. Backfill material should be no more than 10% commercial soil amendment mixed with the native soil. Eliminate all air pockets while backfilling the planting hole by gently tamping the soil around the tree as it is backfilled. Do not step on or push down on the root ball of the plant.
- g. Trees that are planted in parkways shall have a 4-6 inch high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice. Trees should receive a minimum of 20 gallons of water on the day of planting.
- h. All trees shall be staked with two (2) wooden lodge poles connected together by four (4) ties per pole. All lodge poles shall be upright and straight. The minimum size of the lodge poles shall be 10-foot long, with 1 1/2 inch diameter. The tree ties shall be placed at 1/3 and 2/3 of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately 24- 30 inches below grade.

- i. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier. The barrier shall be a minimum of 18 inches in depth and placed in a linear fashion for up to 10 feet along the sidewalk side of the parkway (not on the street/curb side).
- j. Tree spacing shall be at a minimum distance of 30 feet (subject to City's discretion).
- k. Planting will be at a minimum of 30 feet from the back of curb return on an approach to an intersection and 20 feet from the end of the curb on the exit side (subject to City's discretion).
- l. Plant 20 feet minimum from edge of approach.
- m. Plant 20 feet minimum from street light standards, power lines and fire hydrants.
- n. Plant 15 feet from house walks and utility meters.
- o. Center the tree between the sidewalks and curb.
- p. Where there is no parkway, plant tree in the center of the PROW adjacent to the roadway.
- q. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each work day.

3) Tree Maintenance

- a. Provide a minimum 15 gallons of water per tree at each visit, either within the berm if in the parkway or within the tree well, or through the use of Gator bags. If utilizing Gator bags, they should be installed per manufacturer's specifications or as directed by the UFD. Typical projects will require 33 visits a year for 3-5 years (99- 165 visits) but each project may detail different frequency or duration based on the funding source, geography, stock size and other conditions. The standard/default schedule is as follows, but is ultimately at the discretion of the City's project manager:
 - a. January - May, 2 visits/month
 - b. June - September, 4 visits/month
 - c. October - 3 visits/month
 - d. November - December, 2 visits/month
- b. Contractor shall consider the use of recycled water when feasible for the type of tree and when cost beneficial to the City.
- c. Contractor will be required to replant trees that fail. Most projects will cover costs of up to 10% of trees failing (ex. if 100 trees are planted, 10 replants would be covered, and any additional would be at the expense of the contractor).
- d. In addition to watering, other maintenance activities required at each regular visit are as follows:
 - a. Adjustment of tree stakes and ties to provide for trunk stability and training tree structure, as needed
 - b. Removal of litter and weeding within the planting basin or tree well
 - c. Application of mulch, as appropriate for weed suppression and soil health. No mulch "volcanos," mulch should be applied in a 4-6" layer

under the drip zone of the tree, and should begin at least 3-4" from the trunk of the tree.

- d. Removal of suckers, with any pruning of sucker growth being done with pruning tools that are disinfected in between trees in order to reduce the likelihood of spreading pathogens.
- e. Stake and tie adjustment may also be required on an as needed basis between maintenance visits per a myLA311 request or request from the City.
- f. Removal of stakes and ties by the final watering/care visit assigned to the contractor, unless instructed otherwise by the City project manager.

4) Youth Employment Program

Operation and hiring of youth citywide to implement a cleanup/beautification program. Services may include, but are not limited to alley cleanup, litter and weed cleanup, collection of illegally dumped items, cleaning of storm drains, community outreach, assistance with special events, and other duties as assigned. Coordination with the Mayor's Office, City Council Offices, Board of Public Works, and Public Works Bureaus and Offices.

Age groups for youth hiring may be categorized as youth (ages 13-17), and young adults (ages 18-30).

5) Other Services

At various times there may be additional funding made available for specialized projects. As funds become available, contractors may be notified of additional projects related to various community beautification services.

C. GENERAL CONTRACTOR RESPONSIBILITIES

- a. Contractor should be available by phone during regular Office of Community Beautification business hours (Monday – Friday, 7am-5pm). Contractor should provide cellular telephones for field workers in case emergency contact is needed.
- b. Contractor should notify the City representative immediately of any injuries or damage resulting from any cleanup efforts.
- c. Contractor shall have and comply with all safety programs required under California law.
- d. Contractor should provide the Office of Community Beautification with the material safety data sheet on any or all products used.
- e. Contractor is encouraged to submit plans that will be most cost beneficial to the City.
- f. Contractor should cooperate with the public and business owners so as not to interfere or disrupt their operation, traffic on streets, or pedestrian traffic.
- g. Contractor should ensure proper traffic control measures and pedestrian control methods when performing work. Consult with Los

Angeles Department of Transportation on proper protocol per the “Work Area Traffic Control Handbook”.

- h. Work completed, whether requested or proactively removed, should be entered into the MYLA311 service request system as provided by the Office of Community Beautification, or documented in other ways.
- i. Contractor may use court-referred adults or juveniles who are required to perform community service to provide PROW services within the City of Los Angeles if qualified to do so.
- j. Contractor may use court-referred adults or juveniles who are required to perform community service to provide PROW services within the City of Los Angeles if qualified to do so.
- k. Contractor should provide personnel with the proper tools, supplies, equipment, protective gear, transportation to and from the job site and other incidentals necessary to perform the work.
- l. Contractor should provide adequate supervision for court referred adults or juveniles. Supervision must include appropriate counseling as part of the job training and work experience.
- m. Proposers shall include a scope of work stating how many days per week they intend to operate and provide services.

D. OCB RESPONSIBILITIES

- a. The Office of Community Beautification will provide technical expertise and assistance to contractors to help resolve field problems that may arise. Contractor will be ultimately responsible for job performance and any liability that may arise.
- b. The Office of Community Beautification may upon complaint or emergency, require the contractor to change priority of assignments or procedures.
- c. The Office of Community Beautification will conduct unannounced inspections for quality and quantity of work performed, as well as preannounced spot checks.

E. TERM OF CONTRACT

The City anticipates that contract(s) resulting from this RFQ will be for a term of five to ten years, with an option to extend if needed. The City will have the right to terminate this contract for its convenience upon a ten-day written notice to the contractor. Should the contract terminate for any reason, any equipment (including vehicles and trees) purchased with funds under this contract will become sole property of the City.

III. SPECIFICATIONS FOR PROPOSAL

A complete proposal will include the following:

A. TITLE PAGE

This page should include the name of the Proposer's organization, local address, telephone number, name of executive director, and contact information.

B. LETTER OF TRANSMITTAL

This letter must demonstrate the Proposer's understanding of the work to be performed. Additionally, Proposer's must state why they believe itself to be the most qualified. A list of individuals with authority to sign a contract on behalf of the Proposer must also be included (please provide their title, address, and phone number).

C. ORGANIZATIONAL PROFILE

Brief profile that describes the Proposer's organization, years of experiences in related work, and organizational chart.

D. REFERENCES

Proposer should submit a list of past work performed on projects of similar nature. Please include the name of clients, contact information, type of project, and description of activity, dates, and photos, if available. The City reserves the right to contact a proposer's current and former clients for reference purposes, and any other potential references the City may discover. If the proposer currently provides similar services under contract with the Office of Community Beautification. Letters of support from the community may be submitted as part of a reference.

E. WORK PLAN

A separate proposal should be submitted for each separate scope of work for which your organization is submitting a bid. This plan should include a detailed description of the following:

1. Clearly indicate the particular scope(s) of work for which you are submitting your proposal.
2. For weed/litter abatement and tree planting proposals, provide vehicles (specify vehicles already owned or need to purchase), crews and procedures for removal/cleanup/planting to be used within the geographic area assigned by the Office of Community Beautification.

3. For youth employment proposals, provide the procedures for hiring, requirements, and allocation of potential new-hires.
4. Outline the current contractor safety program in place.
5. Type of communication system used to contact field workers.
6. Procedure for Emergency Call Outs.
7. Quality control methods to be used.
8. List of vehicles and equipment currently in your possession that will be used for program activity.
9. Hours of operation and days of operation including holidays and weekends.

F. COST PROPOSAL

Unless otherwise exempted, contractors are expected to adhere to City of Los Angeles Living Wage regulations. Cost proposal should fully capture the associated costs of operating a program, so in addition to field worker costs should also include all administrative costs that would be applied to the project being bid on. This should include the percentage cost of Executive Directors that will be charged to the program, Supervisor costs, Administrative Costs, Insurance costs, etc. Proposers should provide an outline of the cost estimate demonstrating the exact amount it takes to fully fund one crew and state what their definition of a crew entails. Administrative overhead, and per crew cost must also be included in the cost proposal.

G. EQUIPMENT INVENTORY

List of construction equipment owned and/or leased by the organization. Include make and model number for each piece of equipment. Specify if any electric vehicles are part of the equipment inventory.

H. STATE LICENSES

Please submit a copy of the following Californian State licenses:

1. Registration with State of California Department of Industrial Relations
2. C-27 Landscaping Contractors License for any Proposers proposing on tree planting operations.

I. NON-PROFIT STATUS

Proposers will submit documentation (proof of 501(c)(3) or 501(c)(4) status) if they qualify as a non-profit community based organization.

IV. SUBMITTAL GUIDELINES

A. SUBMITTAL OF PROPOSAL

Due to the current COVID-19 pandemic, copies of proposals may be submitted digitally, via e-mail, or portable drive. Email submissions to bpw.communitybeautification@lacity.org. If you wish to mail a flash drive with your proposal, you may submit it in a sealed envelope addressed to the Office of Community Beautification and submitted to the Board of Public Works, 200 N. Spring Street, Room 356, Los Angeles, CA 90012. **It must be received before 5:00pm on DATE, 2022.** The City reserves the right to extend the date for receiving proposals, at its discretion, should there not be more than one proposal received by the above-referenced deadline.

B. RESPONSIVENESS

In order to be considered by the City, proposers must submit timely and responsive proposals with all requested documentation. The City reserves the right to reject any non-responsive proposals or, at its sole discretion, to waive minor or inconsequential defects. Factors outside of what is submitted in writing will not be considered in the evaluation process.

C. INQUIRIES AND AMENDMENTS

Inquires relating to the RFQ should be directed to:

Board of Public Works
Office of Community Beautification
200 North Spring Street - Room 356
Los Angeles, CA, 90012
Attention: Paul Racs, Director

D. PRE-PROPOSAL ACTIVITY (OPTIONAL)

A pre-proposal meeting will be held on October 4, 2022 at 10:00 am via Google Meet Platform. The Office of Community Beautification staff will be present to answer general or procedural questions. If you are unable to attend the pre-proposal meeting and have general questions, you may submit them in writing to the Office of Community Beautification. Questions and Answers will be posted on RAMP for proposers to review.

E. ACCEPTANCE OF PROPOSALS

Responses will be evaluated by a committee of City representatives. Organizations may be invited for an interview, at the sole discretion of the City.

Contractors will be selected based upon the results of an evaluation of the written response to the RFQ.

1. The City reserves the right to award contracts for the project, reject all proposals or accept additional proposals should the City decide to reopen the proposal period, if funds become available.
2. The City reserves the right to negotiate with the successful proposers any additional terms and conditions which are in the best interest of the City.
3. By submitting a proposal to the City, Proposers acknowledge that they understand that the City will not be held responsible for any loss, damage or claims resulting from the release of any material from the submitted proposals.
4. All proposal materials will become public records upon conclusion of contract negotiations when the proposed contracts are ready for approval by the Board of Public Works.

V. EVALUATION CRITERIA

Successful Proposers will not only be based on the Cost Proposal, but also on the Proposers' qualifications, experience, and their overall responsiveness. Proposals will be evaluated on the following basis:

30 % - Technical Competence

Proposers will be evaluated on their ability to perform the work specified in this RFQ. Factors that will be considered include, but are not limited to: experience, familiarity with similar types of projects, and assignment of personnel.

30% - Work Plan

Adequacy of proposed methods for accomplishing work requested. Factors to be considered include, but are not limited to: work methodology, activity coordination, training, safety program.

25% - Cost Proposal

Proposal Amount and Fee Structure will be examined thoroughly.

15% - Record of Past Performance on Related Projects as Submitted in Writing

Past record of performance as determined from all available information, including direct communication by the City and the Proposers' past clients and references.

VI. PROVISIONS AND REQUIREMENTS

A. LOCAL BUSINESS PREFERENCE PROGRAM

This project is subject to the provisions of the City's Local Business Preference Program. The Local Business Preference Program, per Article 21, Section 10.47, et seq. of the Los Angeles Administrative Code.

B. GENERAL CONDITIONS AND LIMITATIONS

In the performance of the Office of Community Beautification contract resulting from any award pursuant to this RFQ, the selected contractor must abide by and conform with any and all applicable laws of the United States, State of California, and the City and County of Los Angeles, including but not limited to provisions of the Los Angeles City Charter and Administrative Code.

1. GENERAL CITY CONDITIONS

- a) All costs of proposal preparation shall be borne by the proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by proposers in the preparation and/or submission of the proposals. Proposers shall not include any such expenses as part of the budget in the proposal.
- b) All proposals shall represent the Proposer's firm and fixed offer and may not be withdrawn for a period of ninety (90) days following the month submitted.
- c) The proposal must be set forth full, accurate, and complete information as required by this RFQ. Unclear, incomplete, and/or inaccurate documentation, may not be considered for contract award.
- d) Proposals must be reviewed and rated by the City as submitted. No changes or additions are allowed after the proposal deadline.
- e) Proposer's proposal may be withdrawn personally or by written request prior to the scheduled closing time for receipt of submissions.

2. GENERAL CITY LIMITATIONS

- a) The City of Los Angeles reserves the right to retain all submitted proposals, and the proposals shall become the property of the City of Los Angeles and a matter of public record.
- b) Notwithstanding any other provision of this RFQ, the City reserves the right to reject any or all proposals and to waive any informality in a proposal when to do so would be to the advantage of the City and its taxpayers.
- c) Proposers must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code Sections 6259 et seq.). In the event such an exemption is claimed, the Proposer shall state in the

proposal that they will defend any action brought against the City for its refusal to disclose such material trade secrets, or other proprietary information to any party making a request therefore. Failure to include such a statement shall constitute a waiver of a Proposer's right to exemption from disclosure. The City assumes no responsibility for disclosure or use of unmarked data for any purposes. Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by the City as a waiver of any exemption claim. The identification of exempt information must be more specific.

- d) The City of Los Angeles reserves the right to extend the RFQ submission deadline should such action be in the best interest of the City. In the event that the submission deadline is extended, Proposers may revise their proposals.
- e) The City of Los Angeles reserves the right to withdraw this RFQ at any time without prior notice. Further, the City makes no representation that any contract will be awarded to any Proposer responding to this RFQ.
- f) The City of Los Angeles reserves the right to verify the information in any proposal. If the information in the proposal cannot be verified and if the errors are not willful, the City reserves the right to reduce the rating points awarded.
- g) Proposers approved for funding shall be required to negotiate a contract with the City. The contract offer of the City of Los Angeles may contain additional terms or terms different from those set forth herein.
- h) As part of the Contract negotiation process, the City reserves the right to fund all or portions of a Proposer's proposal.
- i) Late proposals will not be considered for review and funding. The City of Los Angeles reserves the sole right to determine the timeliness of all proposals submitted.
- j) Any contract awarded pursuant to this RFQ may be terminated by the City for its convenience effective as of any date, upon ten (10) days prior written notification by the City to the successful Proposer.

C. CITY OF LOS ANGELES CONTRACT REQUIREMENTS

1. Standard Provisions for City Contracts (Attachment 1)

The Contractor shall abide by and obey all applicable Federal, State, and City laws, including, but not limited to, the nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. The selected Proposer shall stipulate that in any action related to the awarded contract, venue shall be in the County of Los Angeles, State of California.

All service contracts with the City of Los Angeles, including the contract for this project shall include the Standard Provisions for City Contracts (Rev. 10/21 v.4).

2. Insurance and Indemnification (Attachment 2)

As a condition of any contract resulting from this RFQ, Contractor must provide evidence of coverage with minimum limits, submitted, and approved prior to occupancy/start of operations. All insurance ACORD certificates must be submitted online using the self-service site at kwikcomply.org.

3. Nondiscrimination, Equal Employment Practices, and Affirmative Action Program (Non-Construction and Construction) (Attachment 3)

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Nondiscrimination Clause.

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

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Bureau of Contract Administration ("BCA"), Office of Contract Compliance upon request.

Proposers seeking additional information regarding the requirements of the City's Nondiscrimination Clause, Equal Employment Practices, and Affirmative Action Program may visit the Bureau of Contract Administration's website at bca.lacity.org.

4. Business Inclusion Outreach Program (“BIP”) and MBE/WBE/OBE Outreach (Attachment 4)

It is the policy of the City to provide Minority Business Enterprises (“MBE”), Women Business Enterprises (“WBE”), Small Business Enterprises (“SBE”), Emerging Business Enterprises (“EBE”), Disabled Veteran Business Enterprises (“DVBE”), and all Other Business Enterprises (“OBE”) an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Proposer’s BIP outreach documentation, as described in Attachment 4 the Business Inclusion Program, of this RFQ. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Attachment 4, Business Inclusion Program of this RFQ for additional information and instructions. BIP outreach must be performed using RAMP. A proposer's failure to utilize and complete their BIP Outreach as described in Attachment 4 may result in their Proposal being deemed non-responsive.

5. Living Wage Ordinance and Worker Retention Ordinance (Attachment 5)

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (“LWO”) and 10.36 et seq., Worker Retention Ordinance (“WRO”).

Proposers who believe that they meet the qualifications for one of the exemptions shall apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (Form OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the Bureau of Contract Administration’s website at bca.lacity.org.

6. Equal Benefits Ordinance and First Source Hiring Ordinance (Attachment 6)

Equal Benefits Ordinance (“EBO”)

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

All Bidders/Proposers shall complete and submit the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit, available on the City of Los Angeles’ Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org, prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first submitted on the City’s RAMP.

Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO/FSHO Affidavit. Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration’s website at <http://bca.lacity.org>.

First Source Hiring Ordinance (“FSHO”)

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Bidders/Proposers shall complete and electronically sign the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit available on the City of Los Angeles’ Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org, prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first submitted on the City’s RAMP.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration’s website at <http://bca.lacity.org>.

7. Americans with Disabilities Act (Attachment 7)

The City of Los Angeles requires that all Contractors and Subcontractors be in compliance with the American with Disabilities Act 42 U.S.C. 12101 et seq., and it's implementing regulations. The Proposer will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services, and activities in accordance with the provisions of the Disabilities Act. The Proposer will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered by the Proposer, relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Proposers shall complete and submit the attached Certification of Compliance Form.

8. Child Support Assignment Orders (Attachment 8)

Section 10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance, requires that all Contractors and Subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support.

9. Non-Collusion Affidavit + Proposer Workforce Info (Attachment 9)

The Los Angeles Charter and Administrative Code (Division 10, Article 2, Section 10.15) requires that all proposals are supported by an affidavit or declaration signed by the proposer that such bid or proposal is genuine and not sham or collusive; not made in the interest of or on behalf of any person not therein named; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

The City Council, on January 7, 1992, adopted a motion (Council File 92-0021) that requires all City departments to gather various information on contractors who conduct business with the City and all respondents to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. This form supports the City Council motion asserting the importance of preserving and enhancing the

economic base and well-being of the City of Los Angeles by encouraging businesses to locate or remain in the City.

10. Disclosure Ordinances Affidavit (Attachment 10)

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

Bidders/Proposers are required to complete a streamlined Disclosure Ordinances Compliance Affidavit web form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org

Bidders/Proposers are responsible for creating a RAMP profile and completing and submitting the Disclosure Ordinances Compliance Affidavit. The affidavit can be found by navigating to the "My Business Profile" page and clicking on the "Compliance Documents" link. The affidavit should be completed and submitted by the time of RFP submission. The affidavit will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Proposers/Bidders seeking additional information regarding the requirements of the SDO and the DBWCO may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

11. Iran Contracting Act of 2010 (Attachment 11)

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering, or renewing contracts with the City of Los Angeles for goods and service estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

12. Municipal Lobbying Ordinance (CEC Form 50) (Attachment 12)

All proposers must submit a completed Bidder Certification City Ethics Commission ("CEC") Form 50 regarding the City's Municipal Lobbying Ordinance to the awarding authority at the time the response is submitted. Proposals submitted without a completed CEC 50 shall be deemed non-responsive.

13. Municipal Campaign Finance Ordinance (CEC Form 55) (Attachment 13)

All proposers must submit a CEC Form 55 regarding the City's Municipal Campaign Finance Ordinance to the awarding authority at the same time the response is submitted. Proposals submitted without a completed CEC Form 55 shall be deemed non-responsive.

14. Contractor Responsibility Ordinance and Questionnaire and Pledge of Compliance (Attachment 14 – 15)

The City requires that the Proposer be subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code. By executing a contract with the City, the Contractor pledges to comply with all applicable federal, state, and local laws in performance of the contract. This Ordinance requires that all proposers complete and submit, with their response, the attached Questionnaire and Pledge of Compliance. Failure to return the completed questionnaire and pledge of compliance may result in the proposer being deemed non-responsive.

15. Proposal Service Categories Form (Attachment 16)

The Proposal Service Categories Form must be completed and submitted with the Proposal. This form will indicate to City staff/raters the service category(ies) in which the Proposal to be rated on. Failure to complete and submit this form will deem the Proposal non-responsive.

VII. REVISIONS TO THE REQUEST FOR QUALIFICATIONS

The City reserves the right to revise this RFQ.

LIST OF ATTACHMENTS

1. Standard Provisions for City Contracts (Rev. 10/21) [v.4]
2. Complying with City Insurance Requirements
3. Nondiscrimination, Equal Employment Practices, Affirmative Action Program
4. Business Inclusion Outreach Program (BIP) and MBE/WBE/OBE Outreach
5. Living Wage and Service Contract Worker Retention
6. Equal Benefits and First Source Hiring
7. Certification Regarding Americans with Disabilities Act
8. Certification of Compliance with Child Support Obligations
9. Non-Collusion Affidavit + Proposer Workforce Information
10. Disclosure Ordinances Affidavit
11. Iran Contracting Act of 2010 Compliance Affidavit
12. Municipal Lobbying Ordinance – Bidder Certification (CEC Form 50)
13. Campaign Finance Ordinance – Prohibited Contributors (Bidders) (CEC Form 55)
14. Contractor Responsibility Ordinance Questionnaire
15. Pledge of Compliance with Contractor Responsibility Ordinance
16. Proposal Service Categories Form

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

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

TABLE OF CONTENTS (Continued)

PSC-23	<u>Insurance</u>	9
PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>COVID-19</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

WC _____ Statutory

EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

____ **General Liability** _____

☐ Products/Completed Operations

☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐

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

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

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

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood _____

☐ Builder's Risk

☐ Earthquake _____

☐ _____

____ **Pollution Liability** _____

☐

____ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____

____ **Crime Insurance** _____

Other: _____

STANDARD PROVISIONS

FOR CITY CONTRACTS (Rev. 10/21) [v.4]