

0150-12219-0001

**T R A N S M I T T A L**

TO Council	DATE 09/27/2023	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

**Revised - Contract with Thought Projects, LLC  
for Exhibition Coordinator Services  
for the Los Angeles Public Library**

Approved and transmitted for further processing.  
See the City Administrative Officer report attached.

  
MAYOR

(Chris Thompson for)

MWS:AJ:08230091c

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: Mayor	Date: 07-07-23	C.D. No. All	CAO File No.: 0150-12219-0001				
Contracting Department/Bureau: Library Department		Contact: Raquel Borden					
Reference: Library Resolution No. 2022-38 (C-32)							
Purpose of Contract: To provide exhibition coordinator services to the Los Angeles Public Library.							
Type of Contract: (x) New contract ( )		Contract Term Dates: One year with four one-year renewal options on as-needed and as-requested basis; begins upon execution date.					
Contract/Amendment Amount: \$200,000 per fiscal year. No amount of work or payment is guaranteed.							
Proposed amount \$200,000 per fiscal + Prior award(s) \$0= Total \$200,000							
Source of funds: Library Fund, Fund 300							
Name of Contractor: Thought Projects, LLC							
Address: 3622 Landa Street, Los Angeles, CA 90039							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	x			8. Business Inclusion Program			x
2. Appropriated funds are available	x			9. Equal Benefits & First Source Hiring Ordinances	x		
3. Charter Section 1022 findings completed			x	10. Contractor Responsibility Ordinance	x		
4. Proposals have been requested	x			11. Disclosure Ordinances	x		
5. Risk Management review completed	x			12. Bidder Certification CEC Form 50	x		
6. Standard Provisions for City Contracts included	x			13. Prohibited Contributors (Bidders) CEC Form 55	x		
7. Workforce that resides in the City: 100%				14. California Iran Contracting Act of 2010			x

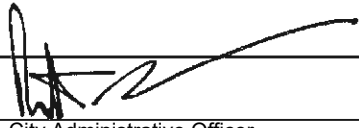
**RECOMMENDATIONS**

That the Council, subject to approval of the Mayor, authorize the President of the Board of Library Commissioners, or designee, to execute the proposed contract between the City and Thought Projects, LLC, to provide exhibition coordinator services to the Los Angeles Public Library, for a term of one year upon the execution of the contract with four one-year options for renewal, not to exceed \$200,000 per fiscal year, subject to review and approval of the City Attorney as to form.

**SUMMARY**

The Library Department (Library) requests approval to execute the proposed contract with Thought Projects, LLC (Contractor), to provide exhibition coordinator services to the Los Angeles Public Library. The proposed contract shall have a term of one year upon the execution of the contract with four one-year options for renewal, not to exceed \$200,000 per fiscal year. A copy of the proposed contract is included in the Library's transmittal attached to this report.

On January 13, 2022, the Board of Library Commissioners (Board) approved the release of a Request for Proposals (RFP) for exhibition coordinator services to find a qualified and experienced entity to manage, coordinate, and plan exhibitions at the Central Library Getty Gallery, First Floor Gallery,

Anne Johnson			
AJ	Analyst	0150-12219-0001 / 08230091c	City Administrative Officer



Annenberg Gallery, and other Library facilities on an as-needed and as-requested basis (Library Resolution No. 2022-2).

On February 2, 2022, the RFP was released and Mandatory Pre-Proposal Conferences were held on April 14, 2022 and April 27, 2022. On May 25, 2022, the Library received one proposal from Jessica Hough.

Library staff reviewed the proposal submitted and found it to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposal and found Jessica Hough qualified to perform the proposed services. Subsequent to submitting the proposal, Ms. Hough created Thought Projects, LLC, to provide consulting services for exhibits, museums, and historic sites. Ms. Hough is the manager and principal member of Thought Projects, LLC. Thus, on October 27, 2022, the Board adopted Library Resolution No. 2022-38 (C-32) approving the proposed agreement with Thought Projects, LLC, subject to technical and clerical changes authorized by the City Attorney and the City Librarian prior to execution.

Section 6.0 of the proposed contract outlines the Scope of Work, which includes but is not limited to project management; coordinating and organizing exhibitions and public programs; providing and/or coordinating art handling and collections management; acting as registrar in setting up and maintaining condition reports for artwork and artifacts; arranging for necessary restoration of artworks; increasing public awareness of exhibitions; creating and coordinating a docent training program; and other related duties as needed.

No amount of work or compensation is guaranteed, as detailed in Section 7.0 of the proposed contract. All work will be performed on an as-needed basis. Section 20.0 of the proposed contract states that the Contractor is not the exclusive provider of services contracted and reserves the right of the Library to engage the services of and purchase materials from other contractors during the term of the proposed contract. Therefore, the Library cannot estimate nor guarantee the volume or amount of work to be received by the Contractor under this contract.

Section 8.0 of the proposed contract outlines the billing and invoicing terms, including that the Contractor shall submit itemized invoices to the Library and that payment of all invoices will be subject to review and approval of Library management.

Funding in the amount of \$200,000 for the services in the proposed contract is currently in the Library's Office and Administrative Account. The 2023-24 Adopted Budget includes a funding realignment to move this funding to the Library's Contractual Services Account. The amount of the contract for future years will be determined by the adopted budget each fiscal year.

In accordance with Charter Sections 371(e)(10) and 1022 and Los Angeles Administrative Code Section 10.15(a)(10), the Board found that the services to be provided are professional, expert, and technical services of a temporary and occasional nature, and that it is more feasible and economical to have this work performed by an independent contractor than by City employees.

To the best of our knowledge, the Contractor has complied with the City's contracting requirements and policies. The proposed contract is subject to review by the City Attorney as to form.

## **FISCAL IMPACT STATEMENT**

Funding in the amount of \$200,000 for the services in the proposed contract is currently in the Library's Office and Administrative Account. The 2023-24 Adopted Budget includes a funding realignment to move this funding to the Library's Contractual Services Account. The amount of the contract for future years will be determined by the adopted budget each fiscal year. There is no additional impact on the General Fund.

## **FINANCIAL POLICIES STATEMENT**

The recommendations in this report comply with the City's Financial Policies in that the proposed contract's expenditures will be limited to the use of approved budgeted funds.

*MWS:AJ:08230091c*

Attachment

**BOARD OF LIBRARY  
COMMISSIONERS**

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PRESIDENT

**KATHRYN EIDMANN**  
VICE-PRESIDENT

**ARIANNE EDMONDS**  
**DALE FRANZEN**  
**JOSEFA SALINAS**

**RAQUEL BORDEN**  
BOARD EXECUTIVE ASSISTANT

**CITY OF LOS ANGELES**

CALIFORNIA



**ERIC GARCETTI**  
MAYOR

**LOS ANGELES  
PUBLIC LIBRARY  
ADMINISTRATIVE OFFICES**

**RICHARD J. RIORDAN**  
CENTRAL LIBRARY

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

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

**JOHN F. SZABO**  
CITY LIBRARIAN

October 27, 2022

Honorable Eric Garcetti  
Mayor, City of Los Angeles  
Attn: Heleen Ramirez  
Legislative Coordinator  
Room 303, City Hall

Dear Mayor Garcetti:

**REQUEST FOR APPROVAL OF CONTRACT WITH THOUGH PROJECTS, LLC FOR  
EXHIBITION COORDINATOR SERVICES TO THE LOS ANGELES PUBLIC LIBRARY**

Transmitted herewith for your approval is a proposed contract between the City and Jessica Hough dba Thought Projects, LLC to provide Exhibition Coordinator Services to the Los Angeles Public Library for a term of one (1) year with four (4) one-year options.

The services Thought Projects, LLC, will perform include, but are not limited to: Project management; coordinate and organize exhibitions and public programs; provide and/or coordinate art handling and collections management; act as registrar in setting up and maintaining condition reports for artwork and artifacts; arrange for necessary restoration of artworks; and other related duties as needed.

For questions or notification upon decision of this request, please contact the Board Office at (213) 228-7530 or at [rborden@lapl.org](mailto:rborden@lapl.org).

Sincerely,

**Raquel M. Borden**  
Board Executive Assistant

Encl: Library Resolution No. 2022-38 (C-32)  
Board Report dated October 27, 2022  
Proposed Contract

cc: Anne Johnson, Sr. Administrative Analyst, CAO's Office  
Madeleine Rackley, Business Manager, LAPL

**BOARD OF LIBRARY  
COMMISSIONERS**

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PRESIDENT  
**KATHRYN EIDMANN**  
VICE-PRESIDENT

**ARIANNE EDMONDS**  
DALE FRANZEN  
JOSEFA SALINAS

**RAQUEL M. BORDEN**  
BOARD EXECUTIVE ASSISTANT

# CITY OF LOS ANGELES

CALIFORNIA



**ERIC GARCETTI**

MAYOR

**LOS ANGELES  
PUBLIC LIBRARY**  
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(TOLL FREE NO.)

**JOHN F. SZABO**  
CITY LIBRARIAN

October 27, 2022

LIBRARY RESOLUTION NO. 2022-38 (C-32)

**WHEREAS**, on January 13, 2022, the Board of Library Commissioners (Board) approved the release of a Request for Proposals for Exhibition Coordinator Services (RFP) to find a qualified and experienced entity to manage, coordinate, and plan exhibitions at the Central Library Getty Gallery, First Floor Gallery, Annenberg Gallery, and other Library facilities on an as-needed and as-requested basis (Library Resolution No. 2022-2); and

**WHEREAS**, on February 2, 2022, the RFP was released and Mandatory Pre-Proposal Conferences were held on April 14, 2022 and April 27, 2022. On May 25, 2022, the Library received one proposal; and

**WHEREAS**, Library staff reviewed the proposal submitted by Jessica Hough and found it to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposal and found Jessica Hough qualified to perform the proposed services; and

**WHEREAS**, subsequent to submitting the proposal, Ms. Hough created Thought Projects, LLC, to provide consulting services for exhibits, museums, and historic sites. Ms. Hough is the manager and principal member of Thought Projects, LLC; and

**WHEREAS**, on October 27, 2022, the Board found, in accordance with Charter Sections 371(e)(10) and 1022 and Los Angeles Administrative Code Section 10.15(a)(10) that the services to be provided are professional, expert, and technical services of a temporary and occasional nature, and that it is more feasible and economical to have this work performed by an independent contractor than by City employees; and

**WHEREAS**, on October 27, 2022, the Board approved the award of a contract to Thought Projects, LLC, for a term of one year with four one-year options to renew at the discretion of the City Librarian or designee for an amount not to exceed \$200,000 per fiscal year (July 1-June 30); and

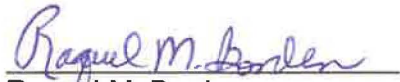
**WHEREAS**, funds are available to compensate the Contractor for services in accordance with the Agreement:

**THEREFORE, BE IT RESOLVED**, that the Board adopts the recommendations and findings of the City Librarian's Board Report and approves the contract with Thought Projects, LLC, to provide Exhibition Coordinator Services as stated in the report; and

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

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

This is a true copy:



Raquel M. Borden  
Board Executive Assistant

Adopted by the following votes:

AYES: Cao/Edmonds/Franzen

NOES: None

ABSENT: Eidmann/Salinas

**LOS ANGELES PUBLIC LIBRARY  
BOARD REPORT**

October 27, 2022

**TO:** Board of Library Commissioners  
**FROM:** John F. Szabo, City Librarian  
**SUBJECT:** **AWARD OF EXHIBITION COORDINATOR SERVICES CONTRACT TO  
THOUGHT PROJECTS, LLC**

**A. RECOMMENDATIONS:**

THAT the Board of Library Commissioners ("Board"):

1. Award a contract, substantially in the form on file, to Thought Projects, LLC, to provide Exhibition Coordinator Services for the Library on an as-needed and as-requested basis and find the proposal submitted to be responsive to the Request for Proposals for Exhibition Coordinator Services (RFP).
2. Find, in accordance with Charter Sections 371(e)(10) and 1022 and Los Angeles Administrative Code Section 10.15(a)(10) that the services to be provided are professional, expert, and technical services of a temporary and occasional nature, and that it is more feasible to have this work performed by an independent contractor than by City employees.
3. Authorize the City Librarian and City Attorney to make technical and clerical changes, if needed, to the contract.
4. Authorize the President of the Board of Library Commissioners and the Secretary of the Board to execute the contract upon completion of all required approvals.
5. Adopt the attached Resolution regarding the award and execution of the contract between the Library and Thought Projects, LLC, for Exhibition Coordinator Services.

**B. STATEMENT OF FACTS:**

1. On January 13, 2022, the Board approved the release of the RFP to find a qualified and experienced entity to manage, coordinate, and plan exhibitions at the Central Library Getty Gallery, First Floor Gallery, Annenberg Gallery, and other Library facilities on an as-needed and as-requested basis (Library Resolution No. 2022-2).
2. The RFP was released on February 2, 2022, and a Mandatory Pre-Proposal Conference was held on April 14, 2022, and attended by eight firms. Another Mandatory Pre-Proposal Conference was held on April 27, 2022, and attended by two firms. The Library received one proposal by the May 25, 2022 due date.



3. Library staff reviewed the proposal submitted by Jessica Hough and found it to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposal and found Ms. Hough qualified to perform the proposed services.
4. Subsequent to submitting the proposal, Ms. Hough created Thought Projects, LLC, to provide consulting services for exhibits, museums, and historic sites. Ms. Hough is the manager and principal member of Thought Projects, LLC.
5. Staff recommends that Thought Projects, LLC, be awarded a contract with a term of one year with four one-year options to renew at the discretion of the City Librarian or designee in an amount not to exceed \$200,000 per fiscal year (July 1-June 30). No amount of work or compensation is guaranteed, and all work will be performed on an as-needed and as-requested basis.
6. The services that Thought Projects, LLC, will perform include, but are not limited to: project management; coordinate and organize exhibitions and public programs; provide and/or coordinate art handling and collections management; act as registrar in setting up and maintaining condition reports for artwork and artifacts; arrange for necessary restoration of artworks; and other related duties as needed.
7. The Library does not have the appropriate staff in its employ to perform the services required by the Library. Staff therefore requests that the Board find that the services to be provided are professional, expert, and technical services of a temporary and occasional nature, and that it is more feasible to have this work performed by an independent contractor than by City employees.
8. Funds are available in Contractual Services Account 3040 to compensate Thought Projects, LLC, for services in accordance with the contract.
9. The contract has been reviewed by the City Attorney and is ready to be transmitted for processing.

Attachments

Project Manager: Ani Boyadian, Project Manager

Prepared by: Deirdre Gomez, Senior Management Analyst (Retired)  
Robert Morales, Senior Management Analyst (Retired)

Reviewed by: Madeleine M. Rackley, Business Manager  
Kren Malone, Director of Central Library  
Susan Broman, Assistant City Librarian

NEXT PAGE: Resolution

October 27, 2022

**LIBRARY RESOLUTION NO. 2022-XX**

**WHEREAS**, on January 13, 2022, the Board of Library Commissioners (Board) approved the release of a Request for Proposals for Exhibition Coordinator Services (RFP) to find a qualified and experienced entity to manage, coordinate, and plan exhibitions at the Central Library Getty Gallery, First Floor Gallery, Annenberg Gallery, and other Library facilities on an as-needed and as-requested basis (Library Resolution No. 2022-2);

**WHEREAS**, on February 2, 2022, the RFP was released and Mandatory Pre-Proposal Conferences were held on April 14, 2022 and April 27, 2022. On May 25, 2022, the Library received one proposal;

**WHEREAS**, Library staff reviewed the proposal submitted by Jessica Hough and found it to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposal and found Jessica Hough qualified to perform the proposed services;

**WHEREAS**, subsequent to submitting the proposal, Ms. Hough created Thought Projects, LLC, to provide consulting services for exhibits, museums, and historic sites. Ms. Hough is the manager and principal member of Thought Projects, LLC;

**WHEREAS**, on October 27, 2022, the Board found, in accordance with Charter Sections 371(e)(10) and 1022 and Los Angeles Administrative Code Section 10.15(a)(10) that the services to be provided are professional, expert, and technical services of a temporary and occasional nature, and that it is more feasible and economical to have this work performed by an independent contractor than by City employees;

**WHEREAS**, on October 27, 2022, the Board approved the award of a contract to Thought Projects, LLC, for a term of one year with four one-year options to renew at the discretion of the City Librarian or designee for an amount not to exceed \$200,000 per fiscal year (July 1-June 30); and

**WHEREAS**, funds are available to compensate the Contractor for services in accordance with the Agreement.

**THEREFORE, BE IT RESOLVED**, that the Board adopts the recommendations and findings of the City Librarian's Board Report and approves the contract with Thought Projects, LLC, to provide Exhibition Coordinator Services as stated in the report; and

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

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

This is a true copy:



**AGREEMENT BETWEEN  
THE LOS ANGELES PUBLIC LIBRARY  
AND  
THOUGHT PROJECTS, LLC  
FOR  
EXHIBITION COORDINATOR SERVICES**

**This Agreement** is entered into by and between the City of Los Angeles (hereinafter "City"), a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "Board" or "Library"), and Thought Projects, LLC, (hereinafter "Contractor"). Library and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties."

**WHEREAS**, on January 13, 2022, the Board approved the release of a Request for Proposals for Exhibition Coordinator Services (RFP) to find a qualified and experienced entity to manage, coordinate, and plan exhibitions at the Central Library Getty Gallery, First Floor Gallery, Annenberg Gallery, and other Library facilities on an as-needed and as-requested basis (Library Resolution No. 2022-2); and

**WHEREAS**, on February 2, 2022, the RFP was released and Mandatory Pre-Proposal Conferences were held on April 14, 2022 and April 27, 2022. On May 25, 2022, the Library received one proposal; and

**WHEREAS**, Library staff reviewed the proposal submitted by Jessica Hough and found it to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposal and found Ms. Hough qualified to perform the proposed services; and

**WHEREAS**, subsequent to submitting the proposal, Ms. Hough created Thought Projects, LLC, (Contractor) to provide consulting services for exhibits, museums, and historic sites. Ms. Hough is the manager and principal member of Thought Projects, LLC; and

**WHEREAS**, on October 27, 2022, the Board found, in accordance with Charter Sections 371(e)(10) and 1022 and Los Angeles Administrative Code Section 10.15(a)(10) that the services to be provided are professional, expert, and technical services of a temporary and occasional nature, and that it is more feasible and economical to have this work performed by an independent contractor than by City employees; and

**WHEREAS**, on October 27, 2022, the Board approved the award of a contract to Contractor for a term of one year with four one-year options to renew at the discretion of the City Librarian or designee for an amount not to exceed \$200,000 per fiscal year (July 1-June 30); and

**WHEREAS**, funds are available to compensate the Contractor for services in accordance with the Agreement:

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

**1.0 DOCUMENTS**

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

- I.1 The Agreement.
- I.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]), which are attached hereto and incorporated herein by reference hereinafter as Exhibit A.
- I.3 The Request for Proposals for Exhibition Coordinator Services released on February 2, 2022, which is attached hereto and incorporated herein by reference hereinafter as Exhibit B.
- I.4 Contractor's response to the Request for Proposals for Exhibition Coordinator Services, which is attached hereto and incorporated herein by reference as Exhibit C.

**2.0 ORDER OF PRECEDENCE**

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

- 2.1 The Agreement.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 The Request for Proposals for Exhibition Coordinator Services released on February 2, 2022 (Exhibit B).
- 2.4 Contractor's response to the Request for Proposals for Exhibition Coordinator Services (Exhibit C).

**3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

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

**4.0 TERM OF AGREEMENT**

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

**5.0 LIBRARY PERFORMANCE**

The Library will request exhibition coordinator services in writing and as needed in accordance with this Agreement. This Agreement does not guarantee that the Library will need or request any minimum amount of services or materials.

## **6.0 SCOPE OF WORK**

The exhibition coordinator will be expected to perform the following:

### **6.1 Project Management**

- a. Act as primary liaison and facilitator between Library staff, the exhibition organizer, and public programs.
- b. Identify and solicit potential exhibitions in accordance with established organizational and marketing goals.
- c. Schedule, plan, manage, and organize exhibitions.
- d. Review and offer professional advice regarding exhibition proposals submitted to the Library.
- e. Compile exhibition budgets in conjunction with Library staff.
- f. Organize and/or coordinate all aspects of the exhibit including vendor contact, staff requests, security, and sign requests.
- g. Review and assist Library staff in the maintenance and updating of the master calendar for exhibits.

### **6.2 Curate or Co-curate Exhibitions from the Library's Collections**

- a. Coordinate with Library staff for all exhibits involving the Library's collections.

### **6.3 Exhibition Component Fabrication, Production, and Installation**

- a. Coordinate all production processes for exhibition spaces.
- b. Work with vendors and the City of Los Angeles, Department of General Services (GSD) to fabricate exhibition systems and hardware for the galleries.
- c. Coordinate any environment controls such as lighting and temperature with building management personnel.
- d. Secure, arrange, install, and maintain all exhibits.
- e. Provide services related to preparation, design, framing, and hanging of exhibitions, including supervision of the preparatory staff.
- f. Create didactics, craft wall text, and other exhibition language to accurately and informatively describe items within exhibitions. Didactics for exhibited objects/items will include, but not be limited to: a title/description of the artwork, the artist's name, the artwork's name, the year the artwork was finished, dimensions and format, and materials used. Library staff shall have final approval of all descriptive language prior to exhibition installation.

### **6.4 Art Handling and Collection Management**

- a. Provide expert art handling and collection management.
- b. Act as registrar in setting up and maintaining condition reports for all artwork and artifacts on receipt and dispersal.
- c. Work with Library staff and GSD for art storage, climate control, and light levels.
- d. Implement and maintain collection/exhibit object records.
- e. Package and transport art work and/or contracting with appropriate vendors to perform these services.
- f. Arrange for insuring and transporting objects and exhibitions.
- g. Arrange for necessary restoration of works.
- h. Contact collectors and professional groups to obtain use of art work for exhibitions.

**6.5** Enhancement of Exhibition Visibility

- a. Work with the Library's Public Relations staff to increase public awareness of exhibitions.
- b. Work with Public Relations on collateral materials.
- c. Develop public programming in collaboration with Library staff around exhibitions for different age levels.
- d. Develop guided tours of exhibitions.

**6.6** Special Projects

- a. Create and coordinate a docent training program.
- b. Create a docent manual for Getty Gallery.
- c. Prepare an orientation manual for Central Library docents with special inserts for exhibitions.

**6.7** Other Organizations

Contractor will ensure that a complete proposal from individuals, other organizations, cultural heritage institutions, or traveling exhibitions includes: an item list with insurance values; an adequate amount of visuals for staff to obtain an understanding of the exhibit; meaningful text and captions; any necessary environmental controls; rental and shipping costs; funding and sponsorship opportunities; and handling, packing, shipping, insurance; and applicable security requirements.

**6.8** Work Schedule

Contractor will work the hours that meet the demands of the exhibition(s). There is no guarantee of the number of hours that will be required. Contractor shall be flexible with time to accommodate the schedule and workload of the exhibition.

**6.9** Work Site

Contractor will be provided work space on an as-needed basis in the Central Library facility at 630 W. Fifth Street, Los Angeles, CA, 90071, to perform the requested duties and ensure successful exhibitions.

**6.10** Other

Contractor shall provide any other services and materials as proposed in the Contractor's response to the Request for Proposals for Exhibition Coordinator Services (Exhibit C).

**7.0** PAYMENT

Contractor shall not incur any costs (e.g., for labor, equipment, materials, mileage, or other expenses), and Library shall not be liable for costs or reimbursement of costs incurred by Contractor, without the prior written approval of the City Librarian or designee. The amount payable to Contractor for services and materials during the term of this Agreement shall be as follows:

- 7.1** The Library's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If the Library appropriates additional funds for this Agreement, the Library's payment

obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement.

- 7.2 The total contract amount shall not exceed \$200,000 per fiscal year (July 1st – June 30th). No minimum amount of work or payment is guaranteed.
- 7.3 Labor costs shall be based on the number of hours as agreed upon by Library and Contractor, in writing, on a project-by-project basis. There shall be no revisions or increases to the number of hours without the written approval of the City Librarian or designee. The hourly rates are as follows:

Position / Title	Hourly Rate
Principal / Exhibition Coordinator	\$ 140.00
Curator	\$ 110.00
Project Manager	\$ 95.00
Curatorial, Research, and Writing Associate	\$ 70.00
Registrar	\$ 85.00
Head Preparator	\$ 75.00
Installation / Preparation Crew	\$ 50.00
Graphic Design / Exhibition Design	\$ 135.00
Design Production	\$ 90.00

- 7.4 All work under this contract shall be performed in a professional manner and all employees and subcontractors of Contractor shall conduct themselves accordingly. Contractor shall obtain City’s written approval prior to assigning its employees or subcontractors to work at a Library branch or Library facility. Library shall have the right to require Contractor to remove Contractor’s employees or subcontractors for carelessness, unprofessionalism, or otherwise objectionable actions or behavior.
- 7.5 Equipment, materials, and other expense items procured by Contractor shall be invoiced to the Library at actual cost to Contractor. Receipts shall be provided by Contractor with the invoice when reimbursement or payment is demanded by Contractor.
- 7.6 Mileage shall be invoiced by Contractor to Library at the Internal Revenue Service mileage reimbursement rate applicable at the time that the mileage expense is incurred.

**8.0 BILLING AND INVOICES**

- 8.1 Contractor shall submit itemized invoices to Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld.
- 8.2 To ensure that services provided are measured against the services detailed in this Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. Contractor is required to submit invoices that

conform to City Standards and include, at a minimum, the following information:

- a. Name and address of Contractor
- b. Name and address of City Department being billed (Library Department)
- c. Date of invoice and period covered
- d. Agreement Number or Authority Number
- e. Description of completed task and amount due for task
- f. Remittance address

**8.3** All invoices shall be submitted on Contractor's letterhead and contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Invoices shall be submitted to the Library by Contractor within 30 days of service or monthly, whichever is sooner. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 12.0 ("Contract Representatives") of this Agreement. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform Contractor of any defect within 10 business days of receipt of the invoice from Contractor, and Contractor shall have five business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than 60 days after receipt by the Library.

**8.4** Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The Library will not compensate Contractor for costs incurred in invoice preparation. The Library may make written requests for changes to the content and format of the invoice and supporting documentation at any time. The Library reserves the right to request additional supporting documentation to substantiate costs at any time. Invoices shall be submitted via electronic mail to the Library Representative listed in Section 12.0 ("Contract Representatives") of this Agreement, or via hard copy to:

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

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



**9.0 TERMINATION**

Notwithstanding Section 4.0 ("Term of Agreement") of this Agreement, either Party may terminate this Agreement without cause by providing 30 days of written notice to the other Party via personal delivery or registered or certified mail, postage prepaid, return receipt requested. In the event of termination, Contractor shall be paid for satisfactory work completed under this Agreement through the date of termination.

**10.0 OWNERSHIP**

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

**11.0 AMBIGUITY**

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

**12.0 CONTRACT REPRESENTATIVES**

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

**CONTRACTOR'S REPRESENTATIVE**

Name: Jessica Hough  
Title: Principal, Thought Projects, LLC  
Address: 3622 Landa Street  
Los Angeles, CA 90039  
Office: (323) 230-0754  
Email: [jhoughca@gmail.com](mailto:jhoughca@gmail.com)

**LIBRARY'S REPRESENTATIVE**

Name: Ani Boyadjian  
Title: Project Manager  
Address: 630 W. 5<sup>th</sup> Street  
Los Angeles, CA 90071  
Telephone: (213) 228-7223  
Email: [aboyadjian@lapl.org](mailto:aboyadjian@lapl.org)

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

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

**13.0 INDEPENDENT CONTRACTOR**

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

**14.0 RETENTION OF RECORDS**

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

**15.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to make any subcontractor a third-party beneficiary. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

**16.0 CONFIDENTIALITY**

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

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



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

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

**18.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The Contractor will ensure that the requirements of Sections 16.0 ("Confidentiality") and 17.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement.

**19.0 CONTINUED REQUIREMENTS**

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

**20.0 NON-EXCLUSIVE AGREEMENT**

Nothing in this Agreement shall be construed to mean that the Contractor providing services to the Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other contractors during the term of this Agreement, and therefore the Library cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

**21.0 BORDER WALL BID DISCLOSURE**

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

**22.0 ENTIRE AGREEMENT**

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in three duplicate originals, each of which is deemed to be an original.

*(SIGNATURE PAGE TO FOLLOW)*

CONTRACT/AGREEMENT NO. \_\_\_\_\_

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

By \_\_\_\_\_  
BICH NGOC CAO  
President  
Board of Library Commissioners

By \_\_\_\_\_  
JESSICA HOUGH  
Principal  
Thought Projects, LLC

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

MICHAEL N. FEUER, City Attorney

By \_\_\_\_\_  
MICHAEL DUNDAS  
Assistant City Attorney

By \_\_\_\_\_  
RAQUEL M. BORDEN  
Executive Commission Assistant

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

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

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

**EXHIBIT A**

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

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

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

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

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

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

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

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

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

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

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

**PSC-4. Integrated Contract**

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

**PSC-5. Amendment**

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

**PSC-6. Excusable Delays**

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

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

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

**PSC-7. Waiver**

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



## **PSC-8. Suspension**

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

## **PSC-9. Termination**

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-12. Assignment and Delegation**

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

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

**PSC-13. Permits**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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

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

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

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

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

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

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

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

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



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

**PSC-28. Living Wage Ordinance**

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

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

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

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

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

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

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

**PSC-36. Iran Contracting Act**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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



### **PSC-43. Confidentiality**

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

### **PSC-44. COVID-19**

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

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

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

## EXHIBIT 1

### INSURANCE CONTRACTUAL REQUIREMENTS

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

#### CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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



## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: 12/03/2021

Agreement/Reference: Exhibition Coordinator Services

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

<input checked="" type="checkbox"/> <b>General Liability</b> _____	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____
<input type="checkbox"/> Fire Legal Liability _____	
<input type="checkbox"/> _____	

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

**Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

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

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____

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

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

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

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**EXHIBIT B: REQUEST FOR  
PROPOSALS FOR EXHIBITION  
COORDINATOR SERVICES**

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

**REQUEST FOR PROPOSALS  
RFP NO. 44-027**

**FOR**

**EXHIBITION COORDINATOR SERVICES**

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

Web: <https://www.lapl.org/>  
Email: Ani Boyadijian(Project Manager)

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

**EXHIBITION COORDINATOR SERVICES**

**DATE RFP ISSUED:** **FEBRUARY 2, 2022**

**TITLE:** RFP No. 44-027 / Exhibition Coordinator Services

**DESCRIPTION:** THE LOS ANGELES PUBLIC LIBRARY (LAPL) IS SEEKING A qualified consultant to provide professional exhibition coordinator services at the Central Library and the branch library facilities on an as-needed basis. The LAPL is committed to providing an inclusive and robust outreach process for disadvantaged, marginalized and local businesses and individuals. Our goal is to create a diverse pool of candidates to provide services and support to the LAPL and our patrons. We welcome and encourage Request for Proposal submissions from a wide range of participants.

**ELIGIBILITY TO APPLY:** A minimum of three (3) years paid experience in exhibit coordination, curating and/or organizing exhibits is required.

**WEBSITE ADDRESS:** <http://www.labavn.org>  
Proposers must register on this website (Los Angeles Business Assistance Virtual Network) before they can access the Request for Proposals (RFP) and updates. *PLEASE NOTE: PROPOSERS MUST BOOKMARK THE OPPORTUNITY ON LABAVN (IN THE UPPER LEFT CORNER OF THE OPPORTUNITY) TO RECEIVE UPDATES OF ADDENDA AND QUESTION & ANSWER POSTINGS.*

**TERM:** Five (5) years

**KEY DATES AND SUBMISSION:** All times listed in this RFP are Pacific Standard time (PST)

Mandatory Pre-Proposal Conference: **Wednesday, March 16, 2022 at 10:00 a.m.**  
Virtual Conference via Zoom

**RSVP by Monday, March 14, 2022, 5:00 p.m.**  
Details available on Section E.2 in the RFP

Proposal Due: **Wednesday, April 27, 2022 at 5:00 p.m.**

Submission e-mail address: [exhibition\\_coordinator\\_2021@lapl.org](mailto:exhibition_coordinator_2021@lapl.org) (The RFP email remains the same as noted above for this 2022 RFP 44-027)

Project Manager: Ani Boyadjian

Contract Administrator: Deirdre Gomez  
Email: [dgomez@lapl.org](mailto:dgomez@lapl.org)

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**ATTACHMENTS**

- A. Standard Provisions for City Contracts (Rev. 10/21 [v.4])
- B. Sample Contract for Exhibition Coordinator Services
- C. Electronic Signature Policy 0320
- D. Proposed Fees and Expenses Schedule

**EXHIBITS**

(All Exhibits will be found on [www.LABAVN.org](http://www.LABAVN.org))

- E.1 Declaration of Non-Collusion
- E.2 Contractor Responsibility Ordinance (CRO)
- E.3 Contractor Responsibility Ordinance Questionnaire
- E.4 Contractor Responsibility Ordinance Pledge of Compliance
- E.5 Living Wage Ordinance (LWO)
- E.6 LWO Employee Information
- E.7 LWO Subcontractor Declaration of Compliance
- E.8 LWO Subcontractor Information Form
- E.9 LWO Non-Coverage Exemption Application (if applicable)
- E.9a LWO 501(C)(3) Non-Profit Exemption Application
- E.9b Small Business Exemption Application (English)
- E.9c Small Business Exemption Application (Spanish)
- E.10 Service Contractor Worker Retention Ordinance (SCWRO)
- E.11 SCWRO City Financial Assistance Recipient (CFAR) Application for Non-Coverage or Exemption (if applicable)
- E.12 Child Support Assignment Orders Ordinance
- E.12a Certification of Compliance with Child Support Obligations
- E.13 City Contracts Held Within the Past Ten Years
- E.14 City of Los Angeles Residence Information Form
- E.15 Requirements for Ethic Form 50 & 55 Info Only
- E.16a Bidder Certification CEC Form 50 (Rev. 9/19)
- E.16b Bidder Contribution CEC Form 55 (Rev. October 9/19)
- E.17 Insurance Requirements & Form 146
- E.19 Local Business Preference Program
- E.20 Iran Contracting Act of 2010
- E.21 Equal Benefits Ordinance & First Source Hiring Ordinance Instructions
- E.21a Rules and Regulations Implementing the First Source Hiring Ordinance
- E.22 COVID-19 Vaccination Requirement (Ordinance 187134)
- E.23 Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance
- E.24 Disclosure Ordinances



## **A. PURPOSE OF REQUEST FOR PROPOSALS**

### **1. Introduction and Background**

The Los Angeles Public Library is issuing this Request for Proposals (RFP) to select a qualified individual or company to provide professional Exhibition Coordinator services for the Central Library and branch library facilities on an as-needed basis.

Our libraries are vibrant community centers with programs that turn young children into life-long readers, inspire teens to set career goals, and help adults enrich their lives. Annually, more than 15 million people visit our libraries and participate in more than 2,000 programs, borrowing more than 15 million items from the collections of print, downloadable books, music, films and other items. During the pandemic when our libraries were shuttered, we provided services via our Library-To-Go service and held nearly 6,000 virtual programs with nearly 80,000 attendees. Annual visits to our website exceed 22 million.

Through its Central Library and 72 branch libraries and website ([www.lapl.org](http://www.lapl.org)), LAPL provides free and easy access to information, ideas, books and technology that enrich, empower and connect every individual in our City's diverse communities.

### **2. Exhibition Program Overview**

Exhibitions at the Central Library and branch libraries support the mission of the Los Angeles Public Library by promoting educational opportunities for residents and visitors. In addition, exhibitions also advance the LAPL as a cultural center in the community.

The Central Library is located at 630 W. Fifth Street, Los Angeles, CA 90071 and contains three (3) galleries that host various exhibits throughout the year.

The Getty Gallery is the largest of the three galleries at 3,200 square feet. It is comprised of 375 linear feet of wall space in a spacious high-ceilinged setting.

The Annenberg Gallery exhibition space is a 1,200 square foot exhibition area adjacent to the Getty Gallery on the 2<sup>nd</sup> floor, with one door near the Getty Gallery entrance and the other by the Library's majestic Rotunda.

The First Floor Galleries total 100 linear feet of wall space and are nine feet in total height. They are comprised of two (2) identically sized areas located on either side of the hallway connecting the first floor of the building with the Tom Bradley wing.

#### In-House Display Cases and Online Exhibits

These exhibits vary in size and content so as to target a particular interest of a large audience. These exhibits may also be located at the Central Library and any of the 72 branch libraries located throughout the City of Los Angeles.

The City Librarian enters into agreements with entities that provide exhibitions for the gallery spaces, display cases and online exhibits at the Center Library and at the 72 branch libraries. The selected Exhibition Coordinator will be involved in all aspects of the process to ensure successful exhibitions.

**B. SCOPE OF WORK**

The selected Exhibit Coordinator must be able to provide the following services.

**1. Project Management**

- a. Act as primary liaison and facilitator between the LAPL staff, the exhibition organizer and public programs.
- b. Identify and solicit potential exhibitions in accordance with established organizational and marketing goals.
- c. Schedule, plan, manage and organize exhibitions.
- d. Review and offer professional advice regarding exhibition proposals submitted to the LAPL.
- e. Compile exhibition budgets in conjunction with Library staff.
- f. Organize and/or coordinate all aspects of the exhibit including vendor contact, staff requests, security and sign requests.
- g. Review and assist LAPL staff in the maintenance and updating of the master calendar for exhibits.

**2. Curate or Co-curate Exhibitions from the LAPL's Collections**

- a. Coordinate with LAPL staff for all exhibits involving the LAPL's collections.

**3. Exhibition Component Fabrication, Production and Installation**

- a. Coordinate all production processes for exhibition spaces.
- b. Work with vendors and the City of Los Angeles, Department of General Services (GSD) to fabricate exhibition systems and hardware for the galleries.
- c. Coordinate any environment controls such as lighting and temperature with building management personnel.
- d. Secure, arrange, install and maintain all exhibits.
- e. Provide services related to preparation, design, framing and hanging of exhibitions, including supervision of the preparatory staff.
- f. Create didactics, craft wall text and other exhibition language to accurately and informatively describe items within exhibitions. Didactics for exhibited objects/items will include, but not be limited to: a title/description of the artwork, the artist's name, the artwork's name, the year the artwork was finished, dimensions and format, and materials used. LAPL staff shall have final approval of all descriptive language prior to exhibition installation.

**4. Art Handling and Collection Management**

- a. Provide expert art handling and collection management.
- b. Act as registrar in setting up and maintaining condition reports for all artwork and artifacts on receipt and dispersal.
- c. Work with Library staff and GSD for art storage, climate control and light levels.
- d. Implement and maintain collection/exhibit object records.
- e. Package and transport art work and/or contracting with appropriate vendors to perform these services.
- f. Arrange for insuring and transporting objects and exhibitions.
- g. Arrange for necessary restoration of works.
- h. Contact collectors and professional groups to obtain use of art work for exhibitions.



**5. Enhancement of Exhibition Visibility**

- a. Work with LAPL Public Relations staff to increase public awareness of exhibitions.
- b. Work with Public Relations on collateral materials.
- c. Develop public programming in collaboration with LAPL staff around exhibitions for different age levels.
- d. Develop guided tours of exhibitions.

**6. Special Projects**

- a. Create and coordinate a docent training program.
- b. Create a docent manual for Getty Gallery.
- c. Prepare an orientation manual for Central Library docents with special inserts for exhibitions.

**7. Additional Duties**

The Exhibition Coordinator will ensure that a complete proposal from individuals, other organizations, cultural heritage institutions or traveling exhibitions includes: an item list with insurance values; an adequate amount of visuals for staff to obtain an understanding of the exhibit; meaningful text and captions; any necessary environmental controls; rental and shipping costs; funding and sponsorship opportunities; and, handling, packing, shipping, insurance and applicable security requirements.

**8. Work Schedule**

The selected Exhibition Coordinator will work the hours that meet the demands of the exhibition(s). It is expected that an average of between 20 to 50 hours per week will be required for performance of services under the prospective agreement. However, there is no guarantee of the number of hours that will be required. Flexibility with time is a must for the successful proposer. The exact days and hours of the Exhibition Coordinator's work schedule will depend on the schedule of exhibitions at the LAPL facilities that require the Exhibition Coordinator's services.

**9. Work Site**

The selected Exhibition Coordinator will be provided work space on an as-needed basis in the Central Library facility at 630 W. Fifth Street, Los Angeles, CA, 90071, to perform the requested duties and ensure successful exhibitions.

**10. Term of Agreement**

The term of this Agreement shall be for five (5) years.

**C. CONTENTS OF THE SUBMITTED PROPOSAL**

Individuals or firms interested in providing the services described in the Introduction and Scope of Work sections of this RFP are requested to submit the following:

**1. Cover Letter and Executive Summary**

Each proposal should be accompanied by a cover letter and an executive summary not exceeding three (3) pages combined which summarizes key points of the proposal and must include the title, address and telephone, email and contact information of the person or persons who will be authorized to represent the organization regarding all matters related to the RFP and any subsequent contract(s) awarded. This letter must be signed by the person or persons authorized to bind the Proposer to all commitments made in the submitted proposal.

**2. Proposer Qualifications and Experience**

A minimum of three (3) years paid experience in exhibition coordination, curating and/or organizing exhibits is required. Provide a resume of exhibits, locations and dates, along with a detailed explanation of the work involved for the three (3) years of qualifying experience. This part of the proposal shall include the consultant's statement of qualifications, experience and any additional information to demonstrate proficiency in the following areas of expertise:

- a. Knowledge of the proper handling, security and collection management of rare and/or expensive artwork;
- b. Experience in the production, fabrication and installation of exhibits;
- c. Experience in project management including deadlines, budget and logistics in exhibit coordination;
- d. Relevant education; and,
- e. Contacts within the community to obtain ideas and potential exhibits to curate for LAPL.

**3. Proposed Fees and Expenses**

Proposers must include a list of fees to meet the requirements in the Scope of Work (Section B). The fees must be stated as hourly, project-based, or a combination thereof. (See Attachment D). LAPL will pay for all expenses directly to the vendor(s) providing the necessary items and/or services for each individual exhibit. All such items and/or services must be approved in writing by LAPL staff prior to assuming any financial responsibility.

If additional non-salary expenses are required to perform the services described herein, provide a list of such anticipated costs or types of costs (e.g. mileage, supplies).

**4. References / Letters of Recommendation**

- a. Proposers must include five (5) references for the applicable capabilities, qualifications, and relevant experience cited in Section B. ("Scope of Work") and Section C.2 ("Proposer Qualifications and Experience"). For each reference, please list the name, position/title, organization name, jurisdiction, address, phone number and email address. For each reference, describe the nature of the project and the length of the engagement.
- b. A list and detailed description of at least five (5) successful programs within the last two (2) years is to be provided that resemble the work described in Section B ("Scope of Work") and Section C.2 ("Proposer Qualifications and Experience") and should include letters of recommendation from previous sites where the Proposers delivered Exhibition Coordinator services. The five successful programs and letters of recommendation may include the five (5) references listed in Section C.4.a.
- c. Selected Proposers must be willing to go through a background check, which may include fingerprinting and inquiries to applicable licensing agencies.

**5. Key Personnel**

Provide a list of names, addresses and phone numbers of the personnel the Proposer would use as a back-up to provide Exhibition Coordinator services to LAPL if the Proposer is not able to work an event, should a contract be awarded. The Contractor must provide the LAPL Program Manager or designee a 14-day notice if they are not able to work an event. LAPL must review qualifications of back-up personnel and must give prior written approval to use the back-up personnel to provide services at an event.

**6. Authorized Signatures**

Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one proposer or one legal entity. The proposal must identify the responsible entity.

**D. MANDATORY CITY SUBMITTAL REQUIREMENTS AND COMPLIANCE DOCUMENTS**

Failure to return the requested supporting documents may result in a Proposer being deemed non-responsive. Documents the Proposer deems not applicable must be submitted with the title "Not Applicable."

**1. Declaration of Non-Collusion**

Each proposal must have attached thereto the affidavit of the Proposer that such proposal is genuine, and not a sham or collusion, or made in the interest or on behalf of any person, firm, or corporation not herein named; and that the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal.

Instructions: Proposers shall submit a signed and **notarized** Declaration of Non-Collusion (Exhibit E.1). No other form will be accepted. *Submit signed and notarized document in the submitted proposal.*

**2. Contractor Responsibility Ordinance**

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). Proposers shall refer to Exhibit E.2, "Contractor Responsibility Ordinance," for further information regarding the requirements of the CRO.

Instructions: All Proposers shall complete and return, with their submitted proposal, the Contractor Responsibility Ordinance Questionnaire (Exhibit E.3) and Pledge of Compliance (Exhibit E.4). Failure to return the completed questionnaire may result in a Proposer being deemed non-responsive. *Submit signed document (provide signatures in the **two (2)** locations within the document) in the submitted proposal.*

**3. Equal Benefits Ordinance (On-Line Submission)**

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

The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the City's LABAVN. 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 Equal Benefits Ordinance Affidavit. Proposers shall refer to the Equal Benefits Ordinance & First Source Hiring Ordinance Instruction (Exhibit E.21) for further information regarding the requirements of the FSHO.

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>.



Instructions: All Proposers shall complete and upload the Equal Benefits Ordinance Compliance Affidavit, available on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) residing at [www.labavn.org](http://www.labavn.org), prior to the award of a City contract that exceeds \$25,000. *Additionally, submit a copy of the uploaded and signed EBO document with the submitted proposal.*

**4. Living Wage Ordinance and Service Contractor Worker Retention Ordinance**

Unless approved for an exemption, Contractors under contracts primarily for the furnishing of services to or for the City that involve an expenditure or receipt 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., Service Contractor Worker Retention Ordinance (SCWRO). Proposers shall refer to "Living Wage Ordinance" (Exhibit E.5) and Service Contractor Worker Retention Ordinance (Exhibit E.10) for further information regarding the requirements of the Ordinances.

These forms and more detailed information about the ordinances are available on the Bureau of Contract Administration's website at <https://bca.lacity.org>.

Proposers who intend to subcontract any of their services must submit the LWO Subcontractor Information Form (Exhibit E.8) and the LWO Subcontractor Declaration of Compliance to Living Wage (Exhibit E.7). The LWO Employee Information Form (Exhibit E.6) will be required of the successful proposer prior to execution of the contract.

Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO or SCWRO Lists of Statutory Exemptions shall apply for exemption from the Ordinance(s) by submitting with their proposal the LWO Non-Coverage Exemption Application (Form OCC/LW-10, Exhibit E.9), the LWO 501(C)(3) Non-Profit Exemption Application (Form OCC-LW-28, Exhibit E.9a), or the Small Business Exemption Application (Form OCC/LW-26A, Exhibit [E.9b English](#) or [E.9c Spanish](#)), and the SCWRO City Financial Assistance Recipient (CFAR) Application for Non-Coverage or Exemption (if applicable) (Form OCC/SCWRO-1, Exhibit E.11).

At this time, the living wage rates, effective July 1, 2021, have not increased and will remain at the prior living wage rate of \$15.00 with health benefits of \$1.25 per hour, or \$16.25 per hour if health benefits are not provided. For "Airport Employees," the living wage and health benefits hourly rates, effective July 1, 2021, will increase to \$17.00 per hour and \$5.67 per hour, respectively or \$22.67 per hour if health benefits are not provided. These increases are applicable to service contractors, lessees, licensees, City financial assistance recipients, and their subcontractors that are subject to the Living Wage Ordinance. Additionally, subject contractors, lessees, licensees and City financial assistance recipients are required to notify their subcontractors, if any, of the wage rate adjustments, and to ensure that the increases are provided to their affected employees beginning July 1, 2021. Living wage rates for employees are subject to future increases.

Instructions: *No submission is required **unless** an exemption will be requested for the Living Wage Ordinance (Exhibit E.9 or E.9a or E.9b or E.9c). Submit signed documents in the submitted proposal.*

**5. Non-Discrimination / Equal Employment / Affirmative Action Plan**

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-Discrimination 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 Section 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 Section 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 Office of Contract Compliance upon request.

Bidders/Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

Instructions: *No submission is required at this time.*

**6. Disclosure Ordinances Affidavit (On-Line Submission)**

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. You must register on LABAVN ([www.labavn.org](http://www.labavn.org)) to access the updated Disclosure Ordinances Affidavit web form. The web form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The web form should be completed and submitted by the time of RFP submission. The web form 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 DBWCO Disclosure Ordinances may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

Instructions: All Proposers shall complete and upload the Disclosure Ordinance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) residing at [www.labavn.org](http://www.labavn.org) (Exhibit E.24) prior to submission of the submitted proposal. *Additionally, submit a copy of the uploaded and signed Disclosure Ordinance document with the submitted proposal.*



**7. Certification of Compliance with Child Support Obligations**

The City of Los Angeles has adopted The Child Support Assignment Orders Ordinance (Exhibit E.12) requiring 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.

Instructions: All Proposers shall complete and return, with their submitted proposal, the Certification of Compliance with Child Support Obligations form (Exhibit E.12a). *Submit a signed copy of the document with the submitted proposal.*

**8. City Contracts Held Within the Past Ten Years**

The Los Angeles City Council passed a resolution on July 21, 1998, requiring that all proposed contractors supply in their proposal a list of all City of Los Angeles contracts held by the Proposer or any affiliated entity during the preceding ten (10) years. Contractors shall complete the City Contracts Held Within the Past Ten Years (Exhibit E.13). If the Proposer has held no City of Los Angeles contracts during the preceding ten (10) years, this must be stated on the form.

Instructions: All Proposers shall complete and return, with their submitted proposal, the City Contracts Held Within the Past Ten Years form (Exhibit E.13). *Submit a signed copy of the document with the submitted proposal.*

**9. City of Los Angeles Residence Information**

The Los Angeles City Council, in consideration of the importance of preserving and enhancing the economic base and well-being of the City, encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs that businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Instructions: All Proposers shall complete and return, with their submitted proposal, the City of Los Angeles Residence Information Form (Exhibit E.14). *Submit a signed copy of the document with the submitted proposal.*

**10. City Ethics Certification and Contributions**

CEC Form 50 (Exhibit E.16a) requires that any proposer for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a completed CEC Form 50 as proscribed by the City Ethics Commission, that the proposer acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under the Ordinance.

The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection. Proposers may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful proposers, twelve (12) months after the contract is signed. The proposer's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

CEC Form 55 (Exhibit E.16a) requires proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed non-responsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or <http://ethics.lacity.org>.

Instructions: All Proposers shall complete and return with their proposals the City Ethics Commission's Bidder Certification and Contributions Form 50 (Exhibit E.16a) and Form 55 (Exhibit E.16b). *Please note that Ethics Forms 50 and 55 must be signed via a software that is accepted by the Ethics Commission, i.e. DocuSign, Adobe* (See Attachment C, Electronic Signature Policy 0320).

**11. Business Tax Registration Certificate**

In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate (BTRC) is required of persons engaged in business activity within the City.

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

Instructions: *All proposers shall submit a copy of their Business Tax Registration Certificate with each copy of the submitted proposal.*

**12. City's Insurance Requirements**

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

At selected contractor(s) own cost and expense, the selector contractor(s) and each of its subcontractors shall procure and maintain the minimum insurance requirement for the term of the contract and any additional terms as outlined in Exhibit E.17. Proposer shall purchase policies of general liability and worker's compensation from companies authorized to transact business in the State of California by the Insurance Commissioner. The required insurance must be filed with City Administrative Office, Risk Management through the City's internet site, [www.kwikcomply.org](http://www.kwikcomply.org) that uses the standard insurance industry form. No work may be done pursuant to the proposed contract resulting from this RFP until the specified documents have been approved by the City Administrative Officer, Risk Management Section.

Instructions: *No submission is required at this time.*



**13. Business Inclusion Program (BIP) Requirements**

This BIP Requirement for this opportunity has been waived.

**14. Contractor Evaluation Program**

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

Instructions: *No submission is required at this time.*

**15. Local Business Preference Program (If Applicable)**

This program is subject to the policies and requirements established by the City Council and the City of Los Angeles Mayor's Office, Ordinance No. 181910, Article 21, Sections 10.47, et seq. of the Los Angeles Administrative Code. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (County). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Bidders should be fully informed of this program. (Exhibit E.19).

Instructions: *No submission is required at this time.*

**16. Iran Contracting Act of 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles 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" (Exhibit E.20).

Instructions: *No submission is required at this time.*

**17. First Source Hiring Ordinance and Rules and Regulations Implementing the First Source Hiring Ordinance**

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). Proposers shall refer to the Equal Benefits Ordinance & First Source Hiring Ordinance Instruction (Exhibit E.21) for further information regarding the requirements of the FSHO.

All Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) at [www.labavn.org](http://www.labavn.org) prior to award of a City contract. The First Source Hiring

Ordinance Affidavit shall be valid for a period of twelve (12) months from the date it is first uploaded onto the City's LABAVN. Proposers seeking additional information regarding the requirements of the FSHO may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

Instructions: All Proposers shall complete and upload the First Source Hiring Ordinance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) residing at [www.labavn.org](http://www.labavn.org) prior to submission of the submitted proposal. *Additionally, submit a copy of the uploaded and signed FSHO document with the submitted proposal.*

**18. COVID-19 Vaccination Requirement (Ordinance 187134)**

Effective October 20, 2021, any new contract executed by the City shall include a clause requiring employees of the contractor and/or persons working on behalf who interact with City employees, are assigned to work on City property for the provision of services, and/or come into contact with the public during the course of work on behalf of the City to be fully vaccinated (Exhibit E.22).

Instructions: *No submission is required at this time.*

**19. Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance**

Any contract awarded pursuant to this RFP will be subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the Los Angeles Administrative Code (Exhibit E.23). The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after the job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

Bidders/Proposers seeking additional information regarding the requirements of the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance may visit the Bureau of Contract Administration's website at [bca.lacity.org](http://bca.lacity.org).

Instructions: *No submission is required at this time.*

**20. IRS Federal Employer Identification Number**

The Internal Revenue Service (IRS) requires the Library to report all payments to an independent consultant or business whenever payments exceed six hundred dollars (\$600.00) annually. The Exhibition Coordinator is required to furnish the Library with his or her social security number or Federal Employer Identification Number for the sole purpose stated in this paragraph.

Instructions: *No submission is required at this time.*



**E. PROPOSAL SUBMISSION AND REQUIREMENTS**

Proposals shall be based only on the material contained in the RFP, pre-proposal conference responses, amendments, addenda, and other materials published by the LAPL relating to the RFP. Proposers shall disregard any previous draft materials and oral representations that may have been obtained by the proposer. Proposals shall be submitted in accordance with the requirements of this RFP, including any addenda.

**1. Mandatory Pre-Proposal Conference**

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

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

**The Mandatory Pre-Proposal Conference will be held as follows:**

When: Wednesday, March 16, 2022 at 10:00 a.m.

Required registration in advance for this meeting by Monday, March 14, 2022, 5:00 p.m:

Google Form: <https://forms.gle/2AuXfaA24B9VERqi8>

Topic: RFP 44-027 Exhibition Coordinator Mandatory Pre-proposal Conference

Time: March 16, 2022 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://lapl.zoom.us/j/85413526134?pwd=a1ZsNC9COGtmQkpBMjgyNzdXWXF0QT09>

Meeting ID: 854 1352 6134

Passcode: 107415

Join by SIP

85413526134@zoomcrc.com

Join by H.323

162.255.37.11 (US West)

162.255.36.11 (US East)

115.114.131.7 (India Mumbai)

115.114.115.7 (India Hyderabad)

213.19.144.110 (Amsterdam Netherlands)

213.244.140.110 (Germany)

103.122.166.55 (Australia Sydney)

103.122.167.55 (Australia Melbourne)  
149.137.40.110 (Singapore)  
64.211.144.160 (Brazil)  
149.137.68.253 (Mexico)  
69.174.57.160 (Canada Toronto)  
65.39.152.160 (Canada Vancouver)  
207.226.132.110 (Japan Tokyo)  
149.137.24.110 (Japan Osaka)  
Meeting ID: 854 1352 6134  
Passcode: 107415

Please RSVP by **Monday March 14, 2002, 5:00 p.m.** and fill out the Google form, link provided above, providing the name of attendee, position, company, address, phone number, and email address. After registering, you will receive a confirmation email containing information about joining the meeting.

## 2. **Submission Requirements**

Proposals in response to this Request for Proposals (RFP) must submit via email to [exhibition\\_coordinator\\_2021@lapl.org](mailto:exhibition_coordinator_2021@lapl.org) with any passwords provided for password protected documents (**The RFP email remains the same as noted above for this 2022 RFP 44-027**).

The email subject of the RFP response should be as follows: **RFP 44-027 Exhibition Coordinator “proposer’s company name” by April 27, 2022 by 5:00 p.m.** Failure to submit the proposal by the deadline will result in disqualification. All documents must be in portable document format (PDF) with optical character recognition (OCR) enabled. Specifications of the documents to be submitted are outlined in Section C (“Contents of the Submitted Proposal”) of this RFP.

Persons or firms interested in responding to this RFP will submit a proposal in accordance with the format provided below. Failure to meet this requirement may be cause for rejection of the proposal as non-responsive. The proposal must cover all of the RFP specifications. Proposals should not include unnecessary promotional materials and should be as succinct as possible. The proposer should list only those references that would substantiate his or her experience as it relates to Sections B, C, and F of this RFP. LAPL accepts no responsibility for the cost of preparing any proposal.

The LAPL will only evaluate submitted proposals with the appropriate signatures. Please note, signatures sent by email shall be deemed original signatures as designated by the City (See Attachment C, Electronic Signature Policy 0320).

The LAPL reserves the right to extend the submission date. Any changes on the submission date will be posted on <http://www.labavn.org>.

Proposers must submit proposals via email through the Proposer **Google Drive**.

The following are requirements: Proposers must follow the respective submission method selected for their proposal to be deemed responsive:



## 2.1 Proposal Submission Requirements

The Google Drive submission must include the Proposal and all relevant attachments and exhibits in **pdf** format as described above.

Bidder instructions to send their RFP bid:

- a. RFP bidders must send their Proposal using their own Google Drive.
- b. On the Proposer's Google Drive, create a new folder and name it "RFP 44-027 for Exhibition Coordinator Proposal - <Vendor's Name>."
- c. Place the Proposal to the RFP and all the required documents into this shared folder, "RFP 44-027 for Exhibition Coordinator Proposal - <Vendor's Name>" and share it with [exhibition\\_coordinator\\_2021@lapl.org](mailto:exhibition_coordinator_2021@lapl.org).
- d. When a shared Proposal is received by LAPL and the Proposal has been downloaded from the shared folder [exhibition\\_coordinator\\_2021@lapl.org](mailto:exhibition_coordinator_2021@lapl.org), LAPL will reply with a returned email confirming receipt of RFP.
- e. Proposers shall include reference to "*RFP 44-027 Exhibition Coordinator - <Vendor's Name>*" in the subject line of their email and adhere to the following additional requirements:
  - i. Proposers should submit the Proposal package in a single Google Drive submission.
  - ii. Proposals submitted via Google Drive must be sent from one email address, which must be consistent with an email address provided by the Proposer in reference to Section C.1 ("Cover Letter and Executive Summary"). The LAPL reserves the right to seek clarification or reject the Proposal as non-responsive if the LAPL is unable to determine what documents constitute the complete Proposal.
  - iii. Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proposers submitting Proposals via Google Drive are solely responsible for ensuring that any submissions are not corrupted. The LAPL may reject Proposals that are compressed, cannot be opened, or that contain viruses, malware, or corrupted attachments.
- f. The Proposer bears all risk associated with delivering its Proposal via Google Drive, including but not limited to delays in transmission between the Proposer's computer and the City of Los Angeles email system.
- g. Proposers who submit Proposals via the Proposer's own Google Drive Requirements will be sent a "Notice of Receipt of Response" email within the next business day it was submitted to confirm the receipt of the electronic copy of the response according to the timestamp of the email as received by [exhibition\\_coordinator\\_2021@lapl.org](mailto:exhibition_coordinator_2021@lapl.org).

- h. While the LAPL may allow for a Google Drive submission of Proposals, the Proposer acknowledges that email transmissions are inherently unreliable. The Proposer is solely responsible for ensuring that its completed Google Drive Submission of its Proposal has been received before the deadline.

It is the responsibility of all Proposers to check the [www.labavn.org](http://www.labavn.org) website for any RFP revisions or answers to questions prior to submitting a Proposal in order to ensure their Proposal is complete and responsive.

**Proposers are encouraged to submit proposals prior to the due date and time. Proposals received after the due date and time will not be accepted.**

The Los Angeles Public Library reserves the right to extend the submission due date. Any changes to the submission due date will be posted as an addendum to this RFP at [www.labavn.org](http://www.labavn.org).

**3. Responsibility for Timely Submission of Proposal**

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

**4. Withdrawal by Proposer**

A Proposer may withdraw its proposal provided that the request is in writing, signed by an authorized representative, and is received by the LAPL prior to the proposal deadline date. After proposals have been opened, the proposals shall be subject to acceptance by the City for a period of ninety (90) days. Except as previously stated, no Proposer may withdraw its proposal, except with the written consent of the LAPL. At the sole discretion of the LAPL, a Proposer cannot withdraw their proposal due to errors in their proposals.

**5. The City's Rights of Rejection and Withdrawal of RFP**

The LAPL reserves the right to at any time reject any and all proposals and to withdraw this RFP.

**6. Proposal Format**

Proposals shall be based only on the material contained in this RFP, pre-proposal conference responses, amendments, addenda, and other material published by the LAPL relating to this RFP.

Proposers shall disregard any previous draft materials and oral representations which may have been obtained by the Proposer. Proposals shall be submitted in accordance with the requirements of this RFP, including any addenda.

**F. EVALUATION AND SELECTION PROCESS**

**1. Proposal Responsiveness**

To be considered responsive to this solicitation, Proposers must submit completed responses to all items requested in this RFP, including completed responses to the City's mandatory City contract compliance documents. Proposers are encouraged to utilize and submit the Proposer Checklist provided in Section H of this RFP. Failure to include satisfactory responses to each proposal item may result in the rejection of such proposals as non-responsive.

## 2. **Proposal Evaluation**

A panel of City staff and subject-matter experts will evaluate the proposals as described in this RFP. Proposals deemed non-responsive will be disqualified and will not be evaluated. The review panel may request additional information to clarify a submitted proposal. The LAPL also reserves the right to waive any informality in a proposal when to do so would be to the advantage of the City and its taxpayers.

The review criteria will include: proposal quality and responsiveness to the criteria identified in this RFP; experience and capabilities of assigned staff; Proposer experience and resources; compliance with City policies; and fees and expenses. The LAPL reserves the sole right to judge the contents of all proposals. Proposals, which at the discretion of the LAPL are incomplete and/or do not follow content and format guidelines, may be disqualified without further consideration.

To further assess the strengths and capabilities of a Proposer, the LAPL, at its sole discretion, may choose to conduct interviews and request oral presentations to provide additional information regarding qualifications. Such interviews may be reviewed and included as part of the proposal evaluation process.

Proposers bear the responsibility to ensure that the RFP responses provide adequate and appropriate information and documentation for the LAPL to evaluate the responses relative to Proposer capabilities, strength of individuals performing project tasks, and proposed fees and expenses. Lack of adequate information and documentation may result in the proposal failing the evaluation criteria and being disqualified.

## 3. **Evaluation Criteria**

A selection committee comprised of LAPL and other appropriate personnel will evaluate each proposal and the following criteria will be used in evaluating proposals and selecting the successful proposer.

<b>Evaluation Criteria</b>	<b>Max Points Possible</b>
Qualifications (best response meeting the needs of the LAPL in response to the Scope of Work; past performance; capabilities of the firm/individual to perform the work; demonstrated ability to meet time and budget requirements)	40
Proposed Fees	40
References	20
<b>Maximum Points - Total</b>	<b>100</b>

## 4. **Appeal Process**

The LAPL will notify all Proposers of the recommendations of the evaluation panel. Any protest to a proposal award(s) must be submitted in writing to the RFP Administrator at the address shown below by certified mail or personal delivery within seven (7) calendar days of the mailing date of the notice of the contract award recommendation. Proposers may appeal procedural issues only.



The procedure and time limits set forth in this section are mandatory and are the Proposers' sole and exclusive remedy in the event of a protest. Failure by a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings. At a minimum, any written protest document must include the following:

- Name, address, and telephone number of the protesting party.
- Name and number of this RFP.
- Detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents; and, reference to the specific portion of the documents that form the basis of the protest.
- Request for a ruling from LAPL.
- Statement as to the form of relief requested.

Protest and attached documentation must be sent to the following address:

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

The LAPL may hold a hearing within five (5) working days after receiving the protest, unless waived by the Proposer. The City Librarian, or designee, shall make a final determination with respect to the protest and shall award or reject the contract accordingly. The decision of the City Librarian, or designee, shall be final.

## **G. GENERAL CONDITIONS**

### **1. Acceptance and Disposition of Proposals**

The LAPL reserves the right to reject all proposals. Failure of the Proposer to submit the above-required documents with their proposal may render the proposal non-responsive and result in its rejection.

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

### **2. Public Record Act**

All proposals submitted in response to this RFP shall become the property of the LAPL and will be a matter of public record, subject to the State of California Public Records Act (California Code Sections 6250 et seq.). Proposers must identify in writing all copyrighted material, trade secrets, or other proprietary information that the Proposers claim are exempt from disclosure under the California Public Records Act (CPRA). Any Proposer claiming such exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the Proposer claims is not subject to disclosure under the Act. Please note that the 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 LAPL as a waiver of any exemption claim. The identification of exempt information must be more specific.

In addition to the requested emailed copy noted in Section E.2.1 (“Proposal Submission Requirements”), all Proposers must supply one (1) complete duplicate copy of its proposal with those specific items claimed as exempt clearly marked (redacted). This copy must identify what specific information (if any) in their proposal that they claim, in good faith, is exempt from disclosure under the CPRA.

Any Proposer claiming such exemption must also state in the proposal the following: “The Proposer agrees to indemnify the City and its officers, employees, and agents and hold them harmless from any claim or liability and will defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefor.”

**3. RFP Revisions**

Any revision, amendment and addendum made to this RFP will be posted at [www.labavn.org](http://www.labavn.org).

**4. Transfers, Joint Ventures and Use of Subcontractors**

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

**5. Information Requested and Not Furnished**

The information requested and the manner of submission are essential to permit prompt evaluation of all proposals. Accordingly, the LAPL reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

**6. Alternatives**

Proposers shall not change any wording in the RFP or associated documents. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the proposal’s documents. Alternatives that do not substantially meet the LAPL’s requirements cannot be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive.

**7. Proposal Errors**

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

The LAPL reserves the right to make corrections or amendments due to errors identified in proposal by the LAPL or the Proposer. This type of correction or amendment will only be allowed for errors and typing or transposition. All changes must be coordinated in writing with authorization by and made by the RFP Contract Administrator identified in section G.11 of this RFP.

**8. Interpretation and Clarifications**

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

**9. Cost of Proposal Preparation**

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

**10. Americans with Disabilities Act**

As covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposal, programs, services and activities. If an individual with a disability requires accommodations to attend a Mandatory Pre-Proposal Conference or proposal opening, please contact the RFP Contract Administrator at least five (5) working days prior to the scheduled event.

**11. Contact for Information**

For answers to questions relating to the content of this RFP, the Proposers must submit questions 14 days prior to the due date of the proposal submission, as listed on [www.labavn.org](http://www.labavn.org), by 5:00 p.m. via email to:

Deirdre Gomez  
Los Angeles Public Library  
630 West Fifth Street  
Los Angeles, CA 90071  
E-mail: [dgomez@lapl.org](mailto:dgomez@lapl.org)

LAPL shall be the sole judge of whether a response is required for any question. All questions submitted in writing by a Proposer and answers provided by LAPL will be posted on [www.labavn.org](http://www.labavn.org) as an Amendment to the RFP. Any oral communication between a Proposer and a City employee is not binding on LAPL or the City of Los Angeles.

**12. Standard Provisions for City Contracts**

All contracts entered into as a result of this RFP are subject to the Standard Provisions for City Contracts (Rev. 10/21 [v.4]) which is included in this RFP as Attachment A.



**H. PROPOSER CHECKLIST**

The proposal package should contain the following items.

***~THIS CHECKLIST / TABLE OF CONTENTS MUST BE INCLUDED WITH YOUR SUBMISSION~***

<b>Section</b>	<b>FORM/DOCUMENT DESCRIPTION</b>		<b>INITIALS</b>	<b>Bid Page No.</b>
RFP C.1	*Cover Letter and Executive Summary	<input type="checkbox"/>		
RFP C.2	*Proposer Qualifications and Experience	<input type="checkbox"/>		
RFP C.3 Attachment D	*Proposed Fee and Expenses	<input type="checkbox"/>		
RFP C.4.a&b	*References / Letters of Recommendation	<input type="checkbox"/>		
RFP C.5	*Key Personnel	<input type="checkbox"/>		
RFP C.6	*Authorized Signatures	<input type="checkbox"/>		
Exhibit E.1	*Declaration of Non-Collusion	<input type="checkbox"/>		
Exhibit E.3	*CRO Questionnaire	<input type="checkbox"/>		
Exhibit E.4	*CRO Pledge of Compliance	<input type="checkbox"/>		
Exhibit E.6	◆LWO Employee Information	<input type="checkbox"/>		
Exhibit E.7	◆LWO Subcontractor Declaration of Compliance	<input type="checkbox"/>		
Exhibit E.8	◆LWO Subcontractor Information Form	<input type="checkbox"/>		
Exhibit E.9	◆LWO Non-Coverage Exemption Application	<input type="checkbox"/>		
Exhibit E.9a	◆LWO 501(C)(3) Non-Profit Exemption Application	<input type="checkbox"/>		
Exhibit E.9b	◆Small Business Exemption Application (English)	<input type="checkbox"/>		
Exhibit E.9c	◆Small Business Exemption Application (Spanish)	<input type="checkbox"/>		
Exhibit E.10	◆Service Contractor Worker Retention Ordinance (SCWRO)	<input type="checkbox"/>		
Exhibit E.11	◆SCWRO Application for Non-Coverage or Exemption	<input type="checkbox"/>		

SECTION	FORM/DOCUMENT DESCRIPTION		INITIALS	BID PAGE NO.
Exhibit E.12a	*Certification of Compliance with Child Support Obligations	<input type="checkbox"/>		
Exhibit E.13	*City Contracts Held Within the Past Ten Years	<input type="checkbox"/>		
Exhibit E.14	*City of Los Angeles Residence Information	<input type="checkbox"/>		
Exhibit E.16a	*Bidder Certification CEC Form 50 (Rev 9/19)	<input type="checkbox"/>		
Exhibit E.16b	*Bidder Certification CEC Form 55 (Rev 9/19)	<input type="checkbox"/>		
Exhibit E.17	--Insurance Requirements & Form 146	<input type="checkbox"/>		
RFP D.3 Exhibit 21	^Equal Benefits Ordinance	<input type="checkbox"/>		
RFP D.5	^Non-Discrimination/Equal Employment/ Affirmative Action Plan	<input type="checkbox"/>		
RFP D.6 Exhibit E.24	^Disclosure Ordinances	<input type="checkbox"/>		
RFP D.11	*Business Tax Registration Certificate	<input type="checkbox"/>		
RFP D.17 Exhibit E.21	^First Source Hiring Ordinance	<input type="checkbox"/>		
RFP D.20	--IRS Federal Employer Identification Number	<input type="checkbox"/>		

**Exhibits E.2, E.5, E.19, E.20, E.22 and E.23 are included in the Table of Contents for informational purposes. No submission is required.**

**KEY:**

- \* Complete and submit with proposal in response to this RFP.
- ^ All bidders/proposers must complete and upload the forms marked with an (^) through the City of Los Angeles Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) **prior** to the deadline for submission and submit a copy with the proposal in response to this RFP.
- ◆ No submission is required unless an exemption will be requested.
- No submission is required at this time. Item will be required of the selected contractor should a contract be awarded.

**EXHIBIT C: Contractor's Response to  
the Request for Qualifications**



Response to RFP No. 44-027

CITY OF LOS ANGELES  
LOS ANGELES PUBLIC LIBRARY  
EXHIBITION COORDINATOR SERVICES

Submitted to:

[exhibition\\_coordinator\\_2021@lapl.org](mailto:exhibition_coordinator_2021@lapl.org)

Ani Boyadjian, Project Manager  
Deirdre Gomez, Contract Administrator

Prepared by:

Jessica Hough  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

MAY 25, 2022

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May 24, 2022

Ani Boyadjian  
Project Manager  
Los Angeles Public Library

Re: RFP No. 44-027 / Exhibition Coordinator Services

Dear Ani Boyadjian,

We are pleased to provide the Los Angeles Public Library with this proposal for Exhibition Coordinator Services at the Central Library and branch library facilities on an as-needed basis.

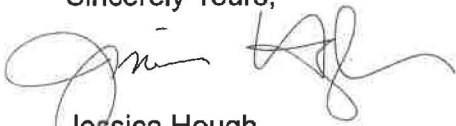
Our proposal brings together a team of experts with a range of skills that can be scaled to match the varying demands of each exhibition in order to deliver a seamless and professional program of exhibitions. I have more than twenty years of curatorial and administrative experience at a range of institutions including as Director of Exhibitions at both the Hammer Museum and the California Historical Society and I look forward to the opportunity to bring this experience to the LAPL's dynamic exhibition program.

The galleries at Central Library are a tremendous asset to the City of Los Angeles. During my tenure as director of exhibitions at the California Historical Society, we coveted those spaces, often discussing how ideally situated they were in the heart of downtown, in a historic building, and open and free to all visitors. Without a city museum or a comprehensive history museum in Los Angeles, the exhibitions in these galleries have played a vital role in our city's cultural space. From the enchanting *To Live and Dine in LA*, to the powerful *Undesign the Redline*, LAPL's exhibition program has helped us understand our city and ourselves.

We look forward to developing and mounting a broad range of LAPL collection exhibitions as well as broader thematic exhibitions on diverse subjects to support the work that the library already does to promote literacy, deliver educational opportunities, and operate as a crucial cultural center.

We are the team to deliver a robust and powerful exhibition program for the LAPL. We are highly qualified, enormously enthusiastic, and look forward to working with you.

Sincerely Yours,



Jessica Hough  
Principal

Jessica Hough is authorized to represent the organization regarding all matters.

# Executive Summary

If selected as the Exhibition Coordinator, we are ready to be involved in all aspects of the Los Angeles Public Library process to ensure successful exhibitions at the Central Library and at the branch libraries.

In response to the Scope of Work in the RFP, we have assembled a team of highly-qualified team members who will offer their expertise and thoughtful leadership to ensure success at every phase of work. Jessica Hough has been leading the development of exhibitions and their installation for over 20 years and understands the need to gather specialists who can work efficiently, collaboratively, and at the highest levels in their fields. She will provide leadership across all projects, deploying team members to undertake the various aspects of each exhibition. Joining our team are: Victoria Bernal, our Curatorial, Research, and Writing Associate; Sabrina Im, our Visitor Engagement and Docent Coordinator; LeRoy Stevens, our Head Preparator; and Andrew Werner, our project manager. Their qualifications and job descriptions are described in full in the Key Personnel section. If, however, LAPL has any of these positions or skill sets in-house, we would be pleased with those individuals as well.

In addition to our team members, we have developed a network of vendors that can undertake services as needed, including fabricators, designers, shippers, editors, AV integrators, and digital producers who each understand the exhibition development process and their role in a successful installation.

In collaboration with LAPL staff, we would develop a robust exhibition calendar that projects at least three years of exhibitions, incorporating any exhibitions or commitments already in the pipeline. We will review, solicit, or develop new projects to fill any gaps. At times projects will move around on the calendar depending on availability of loans, funding, or to align better with celebrations or events; but having a strong working idea of when an exhibition will open and when those expenses will impact the budget is critical for keeping projects on budget and on schedule. We understand that an exhibition schedule with a long view is also essential for fundraising so that the library's development team has the time to successfully match foundation support and private donations with individual exhibitions; and allow optimal time for marketing, outreach, and partnering with other institutions.

We would work with LAPL staff to assure that exhibitions reflect the interests, histories, and cultures of diverse communities. Audience demographics tend to vary significantly with different exhibition topics. If the LAPL has goals to expand specific audiences, we would be pleased to research and solicit exhibition ideas that will draw target groups. Collaborations with affinity groups and other organizations also help to build and diversify audiences and are also an important method for building goodwill in the community.

In order to provide exhibitions or displays (however modest or ambitious) to branch libraries, we look forward to developing strategies that can be deployed in multiple locations, move from one location to another, or utilize components that can be repurposed. We also look forward to working with LAPL to determine the best format for online exhibitions. These could be original

“exhibitions” of LAPL collections, or they may be versions of gallery exhibitions reformatted to best serve virtual audiences. Either way, the online exhibitions might link to LAPL program recordings, and/or related book titles in the library’s collection to make the virtual exhibition experience more robust.

In order to streamline and automate the many critical, but often labor intensive elements of planning and managing exhibitions, we have developed software tools which we will implement at LAPL. Our exhibition planning tools facilitate efficient content, exhibition, and workflow management to aid efficient collaboration, assign and track tasks, and provide clients, team members, and stakeholders with timely communication customized to individual needs, to ultimately facilitate efficient decision making, planning, and budget tracking. Internal and contracted team members are provided with appropriate access with custom views for specific roles. Assets including images, captions, and copy for web based exhibitions and companion web pages will be available through our asset management system and can be easily shared with web and graphic designers.

Curatorial responsibilities would be assigned well in advance and in consideration of the schedule to avoid having the same curator on back-to-back projects. Spreading out the curatorial work allows projects to stay on schedule. Jessica will, at times, take on the role of curator as-needed, and other times will coordinate the work of guest curators or library staff. We are able to recommend appropriate guest curators based on topic expertise. Victoria Bernal, our Curatorial, Research, and Writing Associate, is a public historian, researcher and writer who specializes in Southern California history, but happily dives deep into any research topic. In this role, she supports exhibition development as a close collaborator in the curatorial process.

Head preparator, LeRoy Stevens, would manage exhibition installations with the support of his crew members, as well as crew recruited through the Broad’s Diversity Apprenticeship Program. He would lead the process of preparing spaces for installation, procuring supplies, and assembling other resources. We work with several contract registrars who routinely serve institutions across the city including the LACMA, California African American Museum, and the Broad.

Sabrina Im, our Visitor Engagement and Docent Coordinator, is an arts and culture professional with expertise in public engagement –especially with LA’s diverse communities. Sabrina, who worked previously in the International Languages department at LAPL, will also help assure that our exhibitions are accessible to non-English speakers. She will also develop docent resources and visitor engagement assets for each exhibition.

Andrew Werner, our project manager, has twenty-five years of experience managing projects from museum construction to exhibition installation at every scale. He manages safety programs, logistics, facilities, and security elements as well as project data (research, checklists, loan forms, etc), timelines, and budgets to assure a smooth and efficient back of house.



## Qualifications and Experience

My current work bridges experience in two, often, parallel worlds. I spent the first fifteen years of my career as a contemporary art curator and museum director, and then pivoted into the history field as director of exhibitions for the California Historical Society where I worked for seven years. In 2018, I started working as an independent consultant and have enjoyed opportunities that bring my depth of experience to California history exhibitions and public history projects, as well as continued collaboration with living artists on projects across Southern California.

### Proper handling, security and collection management of rare/expensive artworks

Starting with my graduate school education at the Center for Curatorial Studies at Bard College, I was trained in the basics of proper art handling and materials use. But even more helpful was my twenty years as a curator at various museums where I learned by watching, and working alongside, expert preparators and registrars. I also attended the Getty Leadership Institute where we had an opportunity to observe art handling, packing, and framing in a world class setting. Hiring expert preparators and art handlers to install the exhibition is the best way to align the right skills with individual tasks. But I've also learned that some of the most important ways to assure that objects are handled properly have to do with careful advance planning of the installation, and control of the gallery space during the installation period. These are aspects that the exhibition coordinator can help control.

When there are high value, rare, or particularly fragile exhibition items, extra planning is required. These items should be kept in a secured location until it is time to install them. Leaving these types of items out in the gallery for long periods of time opens up the possibility of accidental damage or theft.

### Experience in the production, fabrication and installation of exhibits

I have worked on dozens of exhibitions, many with elaborate fabrication and production requirements. In my work as a contemporary art curator, we often assisted artists in the production of their sculptural installations requiring special carpentry and sourcing obscure materials. More recently I've worked with exhibition designers such as Debi van Zyl and Emma Thorne Christy on projects with budgets to support the fabrication of new casework. But I've also overseen many exhibitions with modest budgets where we adapt existing casework by refreshing it with paint and a new bed liner. Exhibition designers are wonderful to work with but preparators can be incredibly creative as well, solving object installation challenges in resourceful ways.

### Experience in project management including deadlines, budget and logistics in exhibit coordination

While director of exhibitions at the California Historical Society, I oversaw all aspects of exhibition production including fielding exhibition ideas and refining concepts, originating and managing budgets, assembling internal exhibition teams, managing outside advisory committees, negotiating contracts with vendors and consultants, facilitating loans, working on

publications, and overseeing installation. I sought out partnerships to maximize resources and bring in new audiences. I see all of this work as compatible with the range of work and coordination described in the RFP for Exhibition Coordinator Services.

### Relevant education

I received my BA in Art History from Occidental College and my MA from the Center for Curatorial Studies at Bard College. I am also a graduate of the Getty Museum Leadership Institute.

### Contacts within the community to obtain ideas and potential exhibits to curate for LAPL

Through my curatorial work, I've made many contacts in the community. At the California Historical Society, I curated exhibitions working with content experts, and put together teams of others to produce exhibitions. This left me with a substantial list of experts from academics to authors, to individuals in the community with accumulated knowledge around any manner of subjects from 19th century Spanish language manuscripts to California's freeways. I've worked with archivists at collections from the Seaver Center at the Natural History Museum to the City Archives. When I joined the executive committee of LA as Subject, I came to know many individual collectors with their own deep knowledge around subjects from Los Angeles railroad history to the orange industry. Los Angeles's cultural assets can be found in surprising places. When working on an interpretive project at Roosevelt High School, I learned from the facilities team at LAUSD about the large number of murals—from the 1920s forward—in district schools.

Other topics, like the link between the Japanese-American community and the nursery industry, or the Russian Molokon community in Boyle Heights are sources of stories that feel relevant today and are possible exhibition topics. It's particularly heartening to see so much activism and organizing around Los Angeles's indigenous history in recent years. I was recently in touch with the director at the Gabrielino-Tongva Springs Foundation at Kuruvungna Springs in West Los Angeles, as well as the director of Mezli Projects. There's great interest from the broader Los Angeles community in understanding more about the region's indigenous present and past.

But the old ideas about expertise and who holds a community's stories are changing. The recent activism around removing or recontextualizing monuments is a good example of this. I've come to know a younger generation of Angelenos working in neighborhoods across the region to uplift new stories and ways of telling our city's cultural history. They are eager and energetic and I believe that there are great curatorial collaborators to be found among them. Members of my team are also brimming with exhibition concepts, and have many contacts of their own.

# Proposed Fee and Expenses

We propose the following hourly fees to fulfill the Scope of Work by the team members listed in the Key Personnel section above. These fees along with Non-Salary Expenses are also included on Attachment D.

Name	Title/Area of Expertise	Hourly Rate
Jessica Hough *	Principal/Exhibition Coordinator	██████████
Jessica Hough *	Curator	██████████
Andrew Werner	Project Manager	██████████
Victoria Bernal	Curatorial, Research, & Writing Associate	██████████
Sabrina Im	Visitor Engagement & Docent Coordinator	██████████
LeRoy Stevens	Head Preparator	██████████
	Registrar	██████████
	Installation Crew	██████████

\* Jessica Hough has two distinct roles as Principal/Exhibition Coordinator and as Curator. We will bill at the appropriate rate depending on the type of work performed.

As costs can vary significantly based on the scale, complexity and type of exhibition, we have developed a set of three Sample Budgets (see Google Drive folder of same name) that list anticipated fee-related costs in detail. The samples suggest a model for how we will coordinate with LAPL staff to develop comprehensive budgets for each exhibition addressing the Scope of Work and the range of tasks that are necessary to mount a successful exhibition.

Sample Budgets (detail budgets corresponding to each sample below are located in the Google Drive folder):

1. Library Collection Exhibition - Annenberg Gallery  
An exhibition composed of items selected from the library's holdings, primarily two-dimensional items, curated using an in-house (LAPL) content expert working with the exhibition coordinator, wall text and labels drafted by exhibition coordinator with input from LAPL content expert.
2. Originate Thematic Exhibition - Getty Gallery  
An exhibition with multiple outside lenders requiring an advisory team of content experts working with Jessica Hough as curator. Requires an exhibition designer, and includes extensive exhibition text, and interactive or new media elements to engage visitors.
3. Works on Paper/Single Lender - First Floor Gallery  
An exhibition with one or two outside lenders of two-dimensional framed works. Requires an exhibition designer and includes a moderate amount of exhibition text.

In addition to our fee and any vendor fees, some exhibitions may require a project advisor or small advisory team for which an honorarium may be appropriate. Exhibitions that require such services tend to have either complex or esoteric content and would not be required for all exhibitions.

In addition, the following Non-Salary Expense categories which will be billed at cost:

- Exhibition Supplies (small hardware, packing supplies, etc)
- Supplemental Research Materials (i.e. books)
- AV equipment, computer hardware, software (for use in galleries)
- Printing
- Postage and Freight
- Parking
- Mileage will be charged at the IRS standard mileage rate at the time of the expense.



## References / Letters of Recommendation

*Letters of Recommendation corresponding to each person below are located in the Google Drive folder.*

[Redacted]

[Redacted]

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## Successful Programs

### Program 1: *¡Murales Rebeldes! LA Chicana/o Murals Under Siege* (2017-2019)

Museum Exhibition (three venues), Large-Scale Mural Installation, and Publication

Employer: California Historical Society

Role: Curator, Author, Project Manager

██████████ - Letter of Recommendation within corresponding folder

*¡Murales Rebeldes!* presented stories of eight murals by seven artists that were censored, whitewashed, neglected, or destroyed. Through photographs, sketches, documents, film footage, and even rescued fragments, the exhibition celebrates the creative spirit and the power of urban art. *¡Murales Rebeldes!* was presented jointly by LA Plaza and the California Historical Society as part of the Getty's Pacific Standard Time: LA/LA initiative. It traveled to the galleries of the California Historical Society in San Francisco and to the California Museum in Sacramento.



Curators Erin Curtis and Jessica Hough researching lost and destroyed murals for *Murales Rebeldes* in the Shifra Goldman collection in the Special Research Collections at UC Santa Barbara.

Photographs, preparatory drawing, and other ephemera were borrowed from several research collections, photographers, and the mural artists.



One of many incredible finds for us in the Goldman collection at UC Santa Barbara. It was striking to read the note on the slide mount – “Destroyed”



The exhibition was designed by Debi van Zyl and opened at LA Plaza.

An installation crew member prepares to hang an original drawing by Roberto Chavez in Murales Rebeldes at LA Plaza de Cultura Y Artes.



An installation crew member references an elevation prepared by exhibition designer Debi van Zyl. van Zyl prepared detailed plans for the spacing of items on each wall.



Installation view at LA Plaza de Cultura y Artes, Los Angeles, showing fragments of the destroyed mural *Filling Up on Ancient Energies* by East Los Streetscapers. The exhibition was bi-lingual with English and Spanish side-by-side.





Installation view at LA Plaza de Cultura y Artes, Los Angeles showing the original drawing for *The Path to Knowledge and the False University* (in case) by Roberto Chavez.

We had the original drawing cleaned and conserved ahead of the exhibition by a paper conservator here in Los Angeles



Installation view at LA Plaza de Cultura y Artes, Los Angeles showing a blueprint for Barbara Carrasco's censored mural *LA History: A Mexican Perspective* (in case) and a polaroid of her sister who posed for the woman in the mural (in small frame).



Installation view at LA Plaza de Cultura y Artes, Los Angeles showing a case of items related to Willie Herron's *The Wall That Cracked Open*, including an original drawing for a now lost mural made on the back of a receipt from the bakery where the artist was working at the time.



Separate from the exhibition at LA Plaza, we were able to arrange for the display of Barbara Carrasco's 80 foot long mural *LA History: A Mexican Perspective* at Union Station.

Art handlers from Cooke's Crating and Fine Arts Transportation brought the 43 panels of the murals out of storage for the first time in 27 years. We arranged to have them moved to Cooke's warehouse where they were staged for photography—panel by panel - before being repacked and moved again to Union Station for installation.



Once the truck was loaded, we posed to commemorate the long-overdue milestone. Left to right: Barbara Carrasco, Jessica Hough, and Esperanza Sanchez, curatorial assistant on the project. September 2017



Curatorial assistant lays out images of each panel with numbers that correspond to labels on the wrapped panels so that each can be unwrapped in the order that they will be hoisted into place. This prevented us from having to leave more than a few panels at a time unprotected during the complex process of assembling the mural over several days.





Condition reporting, panel by panel, on-site at Union Station.



In the days leading up to the arrival of the mural panels, a scaffold was assembled in the old Ticketing Hall at Union Station that would hold the mural. We brought together the scaffold vendor and Cookes to determine the details of the structure. The first panel is lifted into place and secured against a specially-designed frame fabricated by Cookes.



In this photo a panel of the mural is hoisted into place via ropes by a crew member on the scaffold while crew members below guide the panel safely to its location. Sheets of cardboard temporarily protect the historic ticket counter while the mural is assembled.



The installation team and Jessica Hough after completing Barbara Carrasco's mural *L.A. History: A Mexican Perspective* at LA's Union Station.



The "uncensoring" media preview, September 2017 in Union Station's Ticketing Hall. The curatorial team gave remarks along with museum leadership, elected officials, and the artist.



We produced a robust companion publication in conjunction with Angel City Press. In this photo, the team is reviewing cover options at the design firm Future Studio in Highland Park.

Left to right: Shelly Kale, editorial director, Erin Curtis, co-curator/author, Amy Inouye, principal/designer at Future Studio, Esperanza Sanchez, curatorial/editorial assistant. Photo by Jessica Hough, co-curator/author.



Companion publication for exhibition *Murales Rebeldes: LA Chicana/o Murals Under Siege* (Angel City Press 2017)



## Program 2: *Hugo Crosthwaite: In Memoriam Los Angeles* (2017)

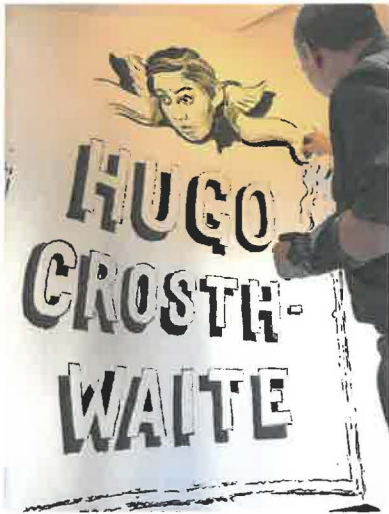
### Exhibition

Employer: California Historical Society; Organized in conjunction with the Museum for Social Justice

Role: Curator

██████████ - Letter of Recommendation within corresponding folder

Throughout the month of September visitors watched artist Hugo Crosthwaite produce a new mural inside the Museum of Social Justice. Working only during the museum's open hours when visitors could observe, his interactions with the public influenced the mural. The mural wrapped the gallery walls and was completed in a matter of weeks before the artist began to deconstruct it. In February, he slowly painted out the mural, bit by bit. This mural as a performance is part of a series he calls *In Memoriam*, which the artist has been painting across the US and abroad.



For *Hugo Crosthwaite: In Memoriam Los Angeles*, the artist painted a mural over a period of weeks while the public visited. He started by painting his own title wall.



Members of the public drop in to watch and speak with the artist. Their stories and feedback influences the content of the mural as he paints. At the close of the exhibition, the artist paints out (whitewashes) the mural as the public watches. (2017)



The mural was influenced by demonstrations happening just outside the doors of the gallery where communities were coming together to express their horror at children being separated from parents at the US/Mexico border. (2017)

### Program 3: Interpretive Program for the Picture Bridge, Langham Huntington Hotel (2019)

Interpretive Program and Permanent Exhibition

Client: Chattel, Inc.

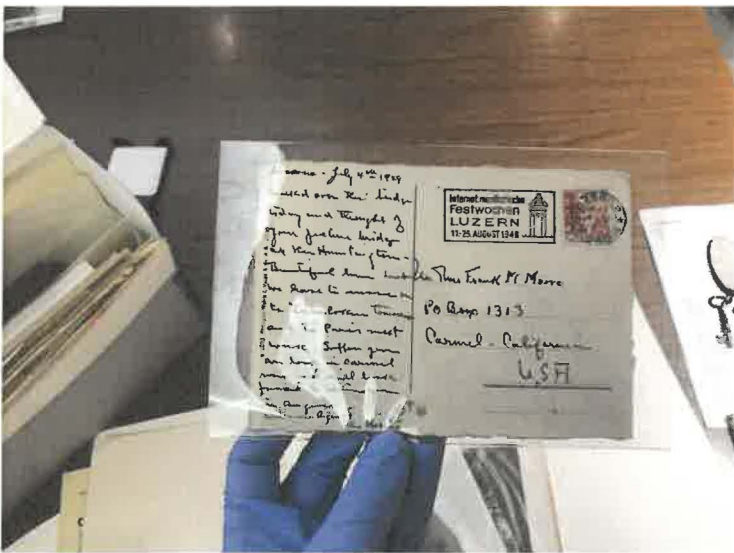
Role: Consulting Curator

██████████ - Letter of Recommendation within corresponding folder

The Picture Bridge was designed by architect Myron Hunt and constructed in 1913 to comfortably deliver visitors over a ravine from the hotel main tower building to cottages on the other side. The paintings, not an original concept for the Bridge, were painted by Frank Montague Moore in 1932-33 to fill the tympanums (eaves). The paintings romanticized the beauty and history of California, and included mountains, missions, and other notable landscapes.



Developing an interpretive program for the Picture Bridge involved determining whether and how the original paintings could return to the hotel property, how to return art generally to the Bridge, and what story (and how) to communicate to visitors about the history and relevance of the Picture Bridge and its paintings.



Researching the history of the paintings provided a foundation for making decisions about how we should approach interpretation and the challenge of returning art to the Bridge.

This postcard from the archives at the Pasadena Museum of History, helped to verify a story about the Picture Bridge being inspired by the Chapel Bridge in Lucerne, Switzerland.





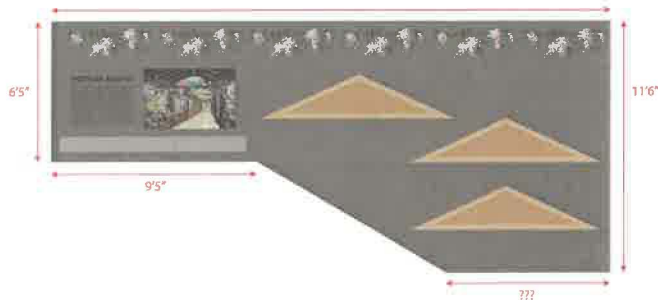
Their condition varied but even ones in stable condition would only deteriorate if returned to the same outdoor conditions, especially with high humidity caused by the swimming pool below the Bridge.

Their condition varied but even ones in stable condition would only deteriorate if returned to the same outdoor conditions, especially with high humidity caused by the swimming pool below the Bridge.



My recommendation to the client was to professionally conserve and frame 9 of the original 40 paintings, to be shown in an exhibition inside the hotel. A stairwell adjacent to the Picture Bridge had ample wall space, was climate controlled, and UV film could be applied to the east facing window. It also allowed the paintings to be hung high enough to be out of easy reach of visitors, while standing on the upper landing made them easy to view on the adjacent wall. This mock up shows the recommendation.

Mock up, south elevation,







The hotel has a European feel and I wanted the exhibition to feel in keeping. I found this scrap of French hand-painted wallpaper from 1931 and used it as inspiration for the color scheme. Originally the Picture Bridge was covered in wisteria so the motif was appropriate for the exhibition. I recommended that the paintings be framed in dark wood to evoke the wood of the Bridge.



I recommended that new work be commissioned for the footbridge that would refresh the site, attract new visitors, and revive an old tradition of the hotel supporting local artists.

The image at left is one artist's concept for paintings inspired by the original landscapes to be made on ceramic tile using a reduced palette.

## Program 4: Kathleen Henderson: *Watch Me Make You Disappear* (2020)

Exhibition and Public Program

Client: Track 16 Gallery

Role: Curator

██████████ - Letter of Recommendation within corresponding folder

In a solo exhibition of new drawings, artist Kathleen Henderson took on what may be the biggest issue of our crisis-laden times; human folly in the face of extinction. But she does so with a sense of humor. Henderson's emotive drawings show man stumbling through the world, tripping and fumbling, as the litany of crises mount. Some are trapped, as Narcissus was, gazing at their own reflections. Others are more literally blinded by the bags they wear over their heads, standing no chance as they miss telltale signs of doom.



During a visit to the artist's studio in Oakland, we made a selection of work for the exhibition and determined groupings of drawings for each wall. By the time the work arrived in the gallery, we had a plan for installation.



Installation view at Track 16 Gallery.



Installation view showing a wall of Henderson's "outtakes"—small drawings cut from larger discarded drawings— and a view into the main gallery at Track 16.



Public Program:  
<https://youtu.be/ryiLhylrNk4>

▶ Kathleen Henderson - Artist Talk – January 30, 2020

Program 5: *What's Her Mural Story: Taking Action to Preserve Culture*, in conjunction with the exhibition, *What's Her Story: Women in the Archives* (2021)

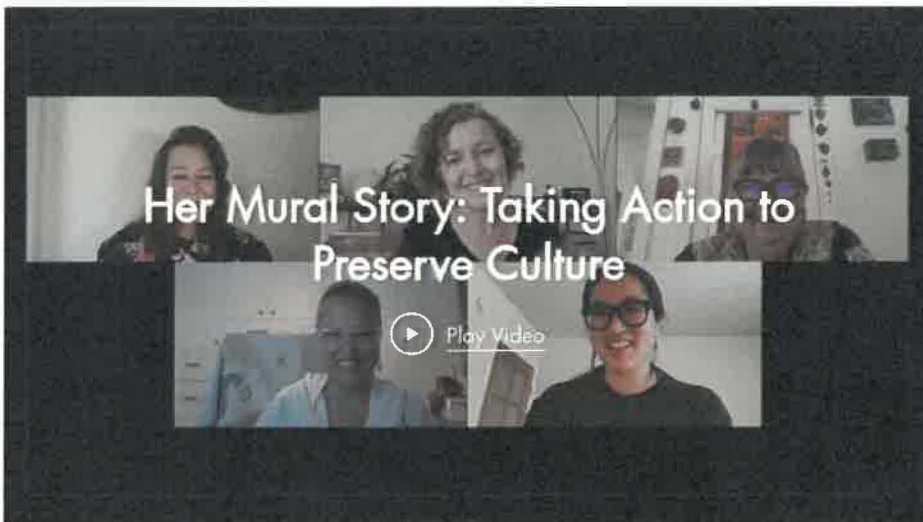
Public Program: <https://youtu.be/rUaAritexPs>

Client: Autry Museum of the American West

Role: Organizer, Moderator

██████████ - Letter of Recommendation within corresponding folder

A program exploring the importance of preserving research materials, preparatory drawings, letters from civic agencies, and other ephemera that artists accrue in the lead up to the painting of public murals. We need to plan for a future in which not all murals survive in our public spaces. I conceived of the program idea, drafted a proposal to the Autry, invited panelists, wrote opening remarks, and co-moderated the discussion with Liza Posas from the Autry.



Her Mural Story: Taking Action to Preserve Culture



# Key Personnel

*Resumes of Key Personnel corresponding to each person below are located in the Google Drive folder.*

## Jessica Hough - Principal/Exhibition Coordinator & Curator



Jessica Hough (she/her) is an art and public history curator, interpretation specialist, and museum professional, who draws from over twenty years as an in-house curator and museum administrator working at both art and history museums. She has held the position of Director of Exhibitions at the California Historical Society, Director of Exhibitions, Publications, and Programs at the Hammer Museum, Director of the Mills College Art Museum, and Curatorial Director at the Aldrich Contemporary Art Museum.

She served on the executive committee of the USC-based research consortium [LA as Subject](#) for four years where she originated the successful *History Keepers* exhibition series. She has worked as a consultant since 2018 crafting exhibitions and interpretive programs that are relevant and meaningful for diverse communities.

Among her many interests are community murals, artist's archives and ephemera, and supporting female-identifying artists over 50. Jessica's love of exhibitions was fostered growing up in Philadelphia where she made countless visits to the Philadelphia Art Museum and the Barnes Foundation. Jessica received her undergraduate degree in Art History from Occidental College and her BA in Curatorial Studies from Bard College. She is also a graduate of the Getty Leadership Institute.

### Role and Responsibilities

In concert with the LAPL team, Jessica will lead all aspects of the Libray's exhibition program—at the Central Library and at branch libraries. She will undertake exhibitions as Curator when appropriate, or support and oversee the work of guest curators. She will provide direction to her team, assigning work in a way that aligns expertise and keeps projects running smoothly and within budget. She will draw on her experience working with exhibition designers and fabricators to bring talent to each project.

## Victoria Bernal - Curatorial, Research, and Writing Associate

Victoria Bernal (she/her) is a biracial public historian, researcher and writer from Los Angeles who specializes in Southern California history. Victoria founded the [@LAhistory](#) Twitter project in 2009, now with over 43,000 followers, to social media awareness about Los Angeles history. She presented her work at the 2016 Society for American City and Regional Planning History conference and also at Digital LA, a symposium hosted by the Huntington-USC Institute for California and the West (ICW). She has managed, researched and created online content for the ICW, Angel City Press, the Autry and the Los Angeles County Arboretum Library. In April 2022, Los Angeles Walks awarded Victoria the Ray Bradbury Community Walking Champion Award for all her volunteer work with the pedestrian organization, which included organizing a series of walks around the 1850 border of Los Angeles (approximately 26 miles).

Her articles and essays have been published on Curbed, LAist, KCRW and the Autry's site and she currently writes for KCET's Lost LA online site. For five years, she coordinated an L.A. History Happy Hour that brought together those working from different disciplines (archivists, academics, librarians, preservationists and media makers) to build a community of those interested in the city's history. She graduated with a dual-masters in Global Media & Communications from USC's Annenberg and the London School of Economics. Victoria's first engagement with the Los Angeles Public Library occurred when, at age 4, she "signed" for her first library card. More recently, Victoria presented an LAPL virtual lecture on Los Angeles' first woman City Librarian Mary Foy and also really enjoyed playing 1890s librarian Tessa Kelso for the library's Historical Portraits Project.

### Role and Responsibilities

Victoria will serve as curatorial, research and writing associate. She will conduct exhibition subject research, object research, off-site archive and collection research, interviews and story collection as needed. She will help with exhibition text writing and related writing such as blogs, press release copy, website copy, social media posts, etc.. She will prepare social media assets and copy for use by the LAPL marketing team.

## Sabrina Im - Visitor Engagement and Docent Coordinator

Sabrina Im (she/they) is a queer, multi-disciplinary artist, poet, and arts/culture professional with 10 years of experience in program design and facilitation, development, research, and coalition-building. A daughter of Khmer refugees, she has worked primarily with people of color, and is committed to diaspora storytelling, socio-cultural transformations, and community wellness.

In the past, she has worked for the International Languages Department at the Los Angeles Central Library; and while at Public Matters, she applied her poetic and facilitation expertise to *The Chicharrón Chronicles* and *University Park Slow Jams*. During these multi-year participatory engagement projects, she used storytelling and wellness centered approaches to help stakeholders reimagine the ways they view cultural preservation, establish deeper connections with themselves, and nurture their leadership capacities—leading the way to increased public engagement, deep community partnerships, and sustained momentum for advocacy. She received her B.A. in World Literature and Cultural Studies from the University of California, Santa Cruz.

#### Role and Responsibilities

Sabrina will work on interactive exhibition components to enhance the visitor experience, such as video, audio, web-based, or other more low-tech tools, as needed. They will work to make exhibition content accessible to non-English speakers and to develop exhibition-specific docent training materials. They will work with the principal, project manager, and LAPL staff to develop a docent handbook and oversee on-site training for docents and LAPL staff.

#### LeRoy Stevens - Head Preparator

LeRoy Stevens has worked as an exhibition preparator at galleries and institutions such as The Box, Reena Spauldings, ICA Los Angeles, The Hammer Museum, and the Guggenheim, NY. He is an artist and publisher of the record label Small World. His artwork includes sculpture, sound, drawing and artist books.

#### Role and Responsibilities

LeRoy will oversee all aspects of preparation for exhibition installation including ensuring that the supplies, equipment, case work, lighting are available, procured, and ready for use. He will recruit, train, and schedule appropriate installation crew members and ensure that they are ready for safe and efficient installation of objects and collections with the support and guidance of the Registrar.

#### Andrew Werner - Project Manager

Andrew Werner has served as a project manager, operations, and administration executive for several Los Angeles-region education and arts non-profit institutions most recently as Vice

President of Building Operations overseeing construction and opening of the Academy Museum of Motion Pictures. He has managed numerous construction, remodel, and installation projects at every scale including development of exhibition spaces for the USC Libraries, remodel of public areas of the Hammer Museum, and addition of studios at the Southern California Institute of Architecture (SCI-Arc). He specializes in developing highly functional, efficient, accessible, and welcoming spaces.

Andrew serves as Co-Chair of the Transportation & Safety Committee of the Silver Lake Neighborhood Council and previously on the Board of the Mid City West Neighborhood Council. He is a constant advocate for healthy streets for all, environmental justice, and urban accessibility. He is a native Angeleno and holds a BA in Art History/Criticism from UCSD.

#### Role and Responsibilities

Andrew will serve as project manager; overseeing day to day operations, contract administration, documentation, data organization, reporting, outreach support, and the budget. He will liaise with the LAPL administrative, facilities, security, and logistics teams to ensure suitable environmental conditions, staffing, and processes to ensure smooth installations, appropriate staffing, safe work practices, and compliance with LAPL building use requirements.

Andrew will also oversee project data (research, checklists, loan forms, etc), timelines, and budgets to assure a smooth and efficient back of house operation to support and streamline the work of the team and vendors.

Victoria, Sabrina, and Andrew are available as back-up to Jessica should she not be available to work an event.

#### Other Personnel

- Registrar & Head Preparator - We subcontract with expert independent contractors to fulfill these roles when exhibitions require. We work with various Registrars and Head/Lead Preparators to undertake these responsibilities.
- Installation Crew - We collaborate with The Broad's Diversity Apprenticeship Program to fill this role with various personnel with the appropriate skills under the supervision of the Head Preparator and depending on the object and exhibition requirements.



# Proposal Submission Documents, Checklists, and Supporting Documents

This proposal includes this document and several folders and files located in a Google Drive folder named "RFP 44-027 for Exhibition Coordinator Proposal - Jessica Hough".

Within this folder are the following files and folders:

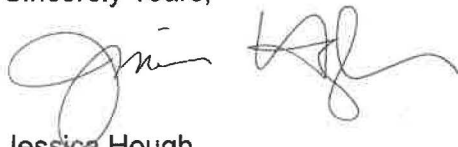
1. *FILE (this file):* RFP 44-027 for Exhibition Coordinator Proposal - Jessica Hough.pdf
2. *FILE:* Attachment D - Fees and Expenses Schedule RFP - Hough.pdf
3. *FILE:* RFP No. 44-027 Section H. Proposer Checklist.pdf
4. *FOLDER:* City Submittal Requirements and Compliance Documents 13 files
5. *FOLDER:* Key Personnel Resumes 4 files
6. *FOLDER:* Letters of Recommendation 5 files
7. *FOLDER:* Sample Budgets 3 files

## Authorized Signatures

Jessica Hough is authorized to sign contract documents and authorized to bind the company to all commitments made in the proposal.

Thank you for considering our proposal.

Sincerely Yours,

A handwritten signature in black ink, appearing to be 'JH', written over a faint circular stamp.

Jessica Hough  
Principal