

APPROVED

Oct 02 2025

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 25-161

DATE October 02, 2025

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AS-NEEDED GRIFFITH OBSERVATORY PERFORMANCE DIRECTOR
SERVICES – AWARD OF CONTRACT TO CHRISTOPHER SHELTON

B. Aguirre	_____	M. Rudnick	_____
B. Jones	_____	C. Santo Domingo	_____
C. Stoneham	_____	N. Williams	<u>NDW</u>



General Manager

Approved X

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

- 1) Approve the award and execution of a Professional Services Contract (Contract) between the Department of Recreation and Parks (RAP) and Christopher Shelton (Contractor) for as-needed performance director services at Griffith Observatory (Observatory) for an amount not to exceed \$70,000 annually for the three-year term of the Contract, substantially in the form attached to this Report as Attachment 1, subject to the approval of the City Attorney as to form;
- 2) Find, in accordance with Charter Section 1022, that RAP does not have available in its employ, personnel with sufficient time or necessary expertise to undertake as-needed performance director services for the Observatory in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with the recommended Contractor;
- 3) Find, in accordance with Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP to provide as-needed performance director services for Griffith Observatory;
- 4) Approve the total encumbrance and payment in the amount not to exceed \$70,000.00 per year for the three-year term of the Contract;
- 5) Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Contract to the City Attorney for review and approval as to form;

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- 6) Authorize the Board President and Secretary to execute the Contract upon receipt of the necessary approvals; and,
- 7) Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

RAP has an on-going need for performance director services for the Observatory, as further described below. Awarding of the Contract to the recommended Contractor identified in this Report will ensure these services are readily available.

RAP released a request for proposals on July 2, 2025.

A Mandatory Pre-Qualification Meeting was conducted on July 24, 2025, a Non-Mandatory Technical Review Meeting was conducted on August 7, 2025, and an Alternate Non-Mandatory Technical Review Meeting was conducted on August 13, 2025.

Under the direction of the Curator of Griffith Observatory (or designee), Contractor shall serve as Performance Director of live performances at the Samuel Oschin Planetarium, and elsewhere as needed in the Observatory, and provide the services set forth below.

Scope of Services:

- Determine with show producers (Curator and Observatory management) the type of storyteller/presenter best suited for existing and new shows;
- Organize the casting auditions and advise on selection of new presenters;
- Maintain a style of performance suitable for both female and male presenters;
- Direct presenters through live rehearsals (in the planetarium dome, in test settings, and/or remotely) and monitor during public performances;
 - Conduct presenter rehearsal and training sessions for new shows
 - Conduct ongoing rehearsal and training of presenters for the indefinite run of shows in the Samuel Oschin Planetarium to maintain performance quality and consistency;
- Suggest guidelines for presentation, including diction, emphasis, physical presence, volume, and appearance;
- Advise on the number of presenters necessary for each show;
- Work with technical and planetarium staff on dedicated microphone adjustments for each presenter's voice quality and timbre;
- Work with technical and planetarium staff to create lighting levels and sound levels; and,
- Assist with the development of new shows, including idea conception, scripting, and training. Work on existing shows will include implementation of upgrades and improvements.

NOTE: The hourly rate for the services to be provided is specified at \$65.00 per hour.

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Compliance Documents: As part of the RFP process, all proposers were to review, complete, and submit the compliance documents, which contain information, related forms, and instructions.

MINIMUM QUALIFICATIONS

Years in Business: Proposers must have a minimum of 20 years of experience in providing performance director services and a demonstrated capacity to manage and perform any of the items contained in the aforementioned Scope of Services.

Local Location: Proposers must have an established business address no more than 50 miles from the Observatory. These services cannot be performed remotely, and ready access by Contractor to the Observatory location in Griffith Park is essential.

Licenses and Certificates Required: There are no specific licenses or certifications required, however proposer memberships in directing, writing, and producing guilds and organizations are beneficial and preferred.

Background and Experience: Proposer must have demonstrated experience in all of the items contained in the aforementioned Scope of Services.

Relevant Background and Experience:

- Proposers shall supply information concerning background and experience related to the Scope of Services and verification of meeting the Minimum Qualifications. This includes citing relevant and demonstrated performance director services experience with domed theater environments, astronomical content, and live, public presentations.
- Proposers shall provide a brief, item-by-item description of previous work experience in servicing similar contracts over the past ten years, preferably with public agency clients, but not limited to such. Each experience item should include the following information:
 - Client's name and address
 - Dollar amount of the contracted project
 - Beginning and ending dates of the contract(s)
 - Contact person to provide reference (include name, title, telephone number, and e-mail address)
 - Brief summary of the scope of services provided
- Proposers shall identify three of the work experience contacts as referrals. Please highlight names of clients you are designating as referrals.

On August 26, 2025, one proposal was received from Christopher Shelton.

RAP staff evaluated the proposal for responsiveness, completeness, and thoroughness, per its routine process. The response was evaluated with a three-level review to determine if the respondent met the minimum qualifications as stated in the RFP document. Level I was a check and review for the required compliance and submittal documents, Level II was a comprehensive evaluation of the proposal by an evaluation Panel, and Level III was an interview with the selected proposer. Proposers were required to successfully pass the Level I review to proceed to Level II and pass Level II to be selected for Level III.

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Level I Evaluation

Staff performed a Level I review including review of compliance documents and verification of references. Christopher Shelton passed this level of review.

Level II Evaluation

An evaluation panel composed of two RAP employees with extensive experience in the administration of the Observatory reviewed the responsive proposal for the Level II evaluation.

The proposal was scored in the areas of Proposer Qualifications and Capabilities (40 points possible), Adequacy of Services Provided by Proposer (20 points possible), and Compliance with the RFP Requirements (10 points possible). RAP's panel awarded the proposal of Christopher Shelton a combined and averaged score of (69.5) points. RAP staff reviewed the responsive proposal, verified background and experience and found that Christopher Shelton should proceed to Level III.

Level III Evaluation

A panel composed of two RAP employees determined that Christopher Shelton met the Level III requirements based on the following information:

Christopher Shelton has over 50 years of experience in theatre, film, and television and over 19 years of experience in astronomy as well as experience providing public presentations in domed environments as a performance director for Griffith Observatory's planetarium shows. He has been an integral part of the inception and development of six planetarium shows, including *Centered in the Universe*, *Water is Life*, *First Light*, *Light of the Valkyries*, *Times Up*, and the current hit show, *Signs of Life*, which opened in May of 2022, for which he also was one of the writers. He has been deeply involved in the creation of planetarium shows, the process of auditioning and training live performers to present the shows, and monitoring the quality of planetarium performances once the shows have opened. His office is located in Los Angeles, CA.

In the RFP, RAP requested proposals with not-to-exceed amounts of \$65 per hour. Christopher Shelton's proposed rate of \$65 per hour meets the requirement of the RFP. RAP staff recommends that the Contract to provide performance director services be awarded to Christopher Shelton in an amount not to exceed \$70,000 per year for a term not to exceed three years.

Responders were required to provide evidence of their qualifications and meet all of the minimum requirements related to work experience, a representative projects list and required project documentation for each qualifying project submitted.

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FISCAL IMPACT

Funding for payment of this Contract is within RAP's budgetary account.

This Report was prepared by Brenda Velasco, Management Analyst and reviewed by John Busby, Senior Management Analyst II.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Form for Proposal Contract
- 2) RFP Released on July 2, 2025

PROFESSIONAL SERVICES AGREEMENT

Contractor: Christopher Shelton

Regarding: As-Needed Griffith Observatory Performance Director
Services

Said Agreement is Number _____

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND CHRISTOPHER SHELTON**

This CONTRACT ("Contract" or "Agreement") is made and entered into this ____ day of _____, 2025, by and between the City of Los Angeles, (herein referred to as "CITY"), a municipal corporation acting by and through its Department of Recreation and Parks (hereinafter referred to as "RAP"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD"), and Christopher Shelton, (hereinafter referred to as CONTRACTOR). CITY and CONTRACTOR shall be referred to hereinafter as the "Parties".

W I T N E S S E T H

WHEREAS, RAP owns, operates, and maintains various parks and recreational facilities throughout the CITY including Griffith Observatory ("Observatory"); and

WHEREAS, Griffith Observatory completed a major renovation and expansion in 2006, which included the Samuel Oschin Planetarium theater ("Planetarium"); and

WHEREAS, the renovated Samuel Oschin Planetarium theater incorporates a technically advanced, full-dome video projection system, Zeiss Mark IX Universarium Star Projector, and state-of-the-art sound and lighting systems, all requiring integration with Observatory presenters and other staff who perform various and exclusively live planetarium shows to create a compelling experience for audiences; and

WHEREAS, the Observatory has presented only live planetarium shows since opening in 1935, with the live performance being essential to their success; and

WHEREAS, RAP desires to secure the professional services from an experienced and qualified contractor on an as-needed basis, to provide Performance Director services that comprise the training, direction, and rehearsal of the Observatory presenters and other performers with guidance in areas of production including, but not limited to, live presentation, casting, script development and editing, lighting, sound, props, costume, and makeup ("Services"); and

WHEREAS, in accordance with Charter Section 1022, the Board of Recreation and Park Commissioners finds that the CITY does not have in its employ, personnel with sufficient expertise and experience to provide the aforementioned services; and,

WHEREAS, RAP, finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there

is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for these services; and,

WHEREAS, CONTRACTOR submitted a proposal in response to the RFP and was selected for award of this Contract to provide as-needed performance director services; and,

WHEREAS, in accordance with Los Angeles Administrative Code Section 10.15(a)(2), RAP finds that the services provided under this Agreement are for the performance of professional, technical, or other special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby agree as follows:

ARTICLE I. **INTRODUCTION**

A. Representatives of the Parties and Service of Notices

1. The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

- a. The representative of the CITY shall be, unless otherwise stated in the Agreement:

Jimmy Kim, General Manager
Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, CA 90012

With copies to:

Griffith Observatory
Attention: Drew Vazinpour
Or Authorized Representative
2800 E. Observatory Road,
Los Angeles, CA 90027

- b. The representative of the CONTRACTOR shall be:

Christopher Shelton
5249 Mt. Royal Drive,
Los Angeles, CA 90041

2. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing or actual receipt, whichever first occurs.
3. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given in accordance with Article I, within five working days of said change.

ARTICLE II.

TERM AND SERVICES TO BE PROVIDED

A. Term of Performance

The term of this Agreement shall commence upon execution of this Agreement and end three years thereafter. Performance may not begin until the CONTRACTOR has obtained approval from the CITY for the insurance required herein.

B. Purpose of the Agreement and Services to be Provided

1. The purpose of CONTRACTOR's work under this Agreement is to provide as-needed Griffith Observatory Performance Director Services at Griffith Observatory.
2. Scope of Services
 - i. Under the direction of the Curator of Griffith Observatory (or designee), CONTRACTOR shall serve as Performance Director of live performances at the Samuel Oschin Planetarium, and elsewhere as needed in the Observatory, and provide the services set forth below.
 - a. Determine with show producers (Curator and Observatory management) the type of storyteller/presenter best suited for existing and new shows;
 - b. Organize the casting auditions and advise on selection of new presenters;
 - c. Maintain a style of performance suitable for both female and male presenters;

- d. Direct presenters through live rehearsals (in the planetarium dome, in test settings, and/or remotely) and monitor during public performances;
 - 1. Conduct presenter rehearsal and training sessions for new shows;
 - 2. Conduct ongoing rehearsal and training of presenters for the indefinite run of shows in the Samuel Oschin Planetarium to maintain performance quality and consistency;
 - e. Suggest guidelines for presentation, including diction, emphasis, physical presence, volume, and appearance;
 - f. Advise on the number of presenters necessary for each show;
 - g. Work with technical and planetarium staff on dedicated microphone adjustments for each presenter's voice quality and timbre;
 - h. Work with technical and planetarium staff to create lighting levels and sound levels; and,
 - i. Assist with the development of new shows, including idea conception, scripting, and training. Work on existing shows will include implementation of upgrades and improvements.
- ii. CONTRACTOR shall receive specific assignments, including completion dates and progress milestones for each assignment, from the Curator or designee.
 - iii. CONTRACTOR'S work, whether written, printed, verbal, electronic, computer or any other form of medium will be considered a work for hire, copyrighted by Griffith Observatory, RAP, and the City of Los Angeles.
 - iv. CONTRACTOR may, with the prior written approval of the Observatory Director, make reasonable use of images from projects for promotional purposes after initial public presentation of the work in the Samuel Oschin Planetarium. Unless otherwise stated in said document, approval and authorization would apply

to promotion of CONTRACTOR, the City of Los Angeles, RAP, Griffith Observatory, or any combination thereof.

- v. CONTRACTOR may be asked to perform other related performance director services by the Curator, designee, or Observatory management.
- vi. CONTRACTOR must maintain appropriate insurance requirements acceptable to, and specified by, City Risk Management. The insurance must list the City of Los Angeles as an additional insured.
- vii. CONTRACTOR role as performance director is on an as-needed contract basis and does not imply or convey that CONTRACTOR is an employee of the City of Los Angeles. CONTRACTOR must not imply City employment status.
- viii. CONTRACTOR must undergo a background check and fingerprinting as required.
- ix. CONTRACTOR shall comply with guidelines set forth by the Observatory and consistent with City standards regarding appropriate behavior, the prevention of harassment and discrimination, and safe work practices.

ARTICLE III.

GENERAL TERMS AND CONDITIONS

A. Payment Terms, and Invoicing

- 1. Compensation and Method of Payment
 - a. CONTRACTOR shall provide the services set forth in Article II above.
 - b. The CITY shall pay CONTRACTOR an amount not to exceed \$70,000.00 per year at an hourly rate not to exceed \$65.00 per hour. CITY in entering this Contract guarantees no minimum amount of compensation. CITY staff will monitor this not-to-exceed aggregate total.
 - c. CONTRACTOR understands that it may not make any financial commitment on behalf of the CITY, incur any cost or expense on behalf of the CITY, or obligate the CITY to make payments for any

costs or expenses, unless authorized in writing by the CITY representative.

2. Limitation of CITY's Obligation to Make Payments to CONTRACTOR. Notwithstanding any other provision of this Agreement, 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 said Agreement. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for said 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 Agreement.

3. Invoicing

- a. Invoices shall be submitted to:

Griffith Observatory
Attention: Drew Vazinpour
2800 E. Observatory Road,
Los Angeles, CA 90027

- b. To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the CITY has developed a policy requiring that specific supporting documentation be submitted with invoices.
 - c. CONTRACTOR shall submit invoices that include, at a minimum, the following information:
 - i. Name and address of CONTRACTOR
 - ii. Name and address of CITY department being billed
 - iii. Date of invoice and period covered
 - iv. Agreement number

- v. Task Order or Notice to Proceed
 - vi. Description of completed task/project and amount due for task/project, including:
 - A. Name of personnel working on task
 - B. Hours spent on task and timesheet supporting charges (if applicable)
 - C. Rate per hour and total due
 - vii. Original manufacturer's invoice for items where the cost or cost plus is supported by the contract
 - viii. Certification by a duly authorized officer
 - ix. Discount and terms (if applicable)
 - x. Remittance Address (if different from company address)
- d. All invoices shall be submitted on CONTRACTOR's letterhead, contain CONTRACTOR's official logo, or other unique and identifying information such as the name and address of the CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted within thirty days of service, or monthly, and shall be payable to the CONTRACTOR no later than thirty days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the city representative.
- e. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for costs incurred in invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time.
- f. Subcontractors' Requirements: Tasks that are completed by subcontractors shall be supported by subcontractor invoices,

copies of pages from reports, brochures, photographs, or other unique documentation — including, but not limited to, proof of payments for services rendered — that substantiate their charges.

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

B. CONTRACTOR's Personnel

1. CONTRACTOR shall use its own employees to perform the services described in this Agreement. The CITY shall have the right to review and approve any personnel who are assigned to work under this Agreement. CONTRACTOR agrees to remove personnel from performing work under this Agreement if requested to do so by the CITY.
2. CONTRACTOR shall not use subcontractors to assist in performance of this Agreement without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this Agreement. The CITY has the right to approve CONTRACTOR's subcontractors and CITY reserves the right to request replacement of a subcontractor. The CITY does not have any obligation to pay subcontractors and nothing herein creates any privity between the CITY and the subcontractors.

ARTICLE IV.
STANDARD PROVISIONS

A. Standard Provisions for City Contracts

CONTRACTOR agrees to comply with the Standard Provisions for CITY Contracts (Rev. 1/25 [v.2]), attached hereto as Appendix 1.

B. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those persons or firms in the CONTRACTOR's profession, doing the same or

similar work, under the same or similar circumstances. CONTRACTOR must possess and maintain valid licenses and permits required to perform the services described herein.

C. Compliance with Statutes and Regulations

CONTRACTOR, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and CITY. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

D. Incorporation of Documents

This Contract and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Appendix 1 Standard Provisions for City Contracts (Rev.1/25 [ver. 2])

Appendix 2 As-Needed Griffith Observatory Performance Director Services RFP Released on July 2, 2025

Appendix 3 Form 146 Insurance Requirements

Appendix 4 Proposal submitted by Christopher Shelton, in response to the RFP

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Agreement; (2) Appendix 1; (3) Appendix 3; (4) Appendix 2; and (5) Appendix 4.

(Signature Page to Follow)

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

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

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

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

CHRISTOPHER SHELTON

By _____
CHRISTOPHER SHELTON

Approved as to Form:

Date: _____

Hydee Feldstein Soto, City Attorney

By _____

Brendan Kearns, Deputy City Attorney

Agreement Number: _____

EXHIBIT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

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 Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

		Limits
<hr/> <hr/>		
Workers' Compensation (WC) and Employer's Liability (EL)		
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	WC _____ <i>Statutor</i> y EL _____
<hr/> <hr/>		
General Liability		
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/>	<input type="checkbox"/> Sexual Misconduct _____	
<hr/> <hr/>		
Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)		
<hr/> <hr/>		
Professional Liability (Errors and Omissions)		
Discovery Period _____		
<hr/> <hr/>		
Property Insurance (to cover replacement cost of building - as determined by insurance company)		
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____	
<hr/> <hr/>		
Pollution Liability		
<input type="checkbox"/> _____		
<hr/> <hr/>		
Surety Bonds - Performance and Payment (Labor and Materials) Bonds		
Crime Insurance		
<hr/> <hr/>		
Other: _____ _____ _____ _____		

Attachment II

COMPLIANCE PACKAGE

REQUEST FOR
PROPOSALS/BIDS/QUALIFICATIONS

Los Angeles Department of Recreation and Parks
Contracts Unit
RAP-CONTRACTS@lacity.org

SECTION A

NON-COLLUSION AFFIDAVIT AND RESPONDENT'S SIGNATURE DECLARATION AND TO ACCOMPANY PROPOSALS / BIDS / SUBMISSIONS OF QUALIFICATIONS

With each Response, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

INSTRUCTIONS:

- a. Sign and Notarize the Document
- b. Submit with the Response

Signatures:

Individual:(e.g., Individual dba [Name or Company], etc.) – Individual must sign affidavit.

Partnership:At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the PRESIDENT and SECRETARY of the corporation sign the affidavit on behalf of the corporation, but a VICE-PRESIDENT may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

Note: An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the Corporation. An acknowledgement at the base of the Resolution must state it is unchanged, in force, and be signed by the Corporate Secretary with the current date.

AFFIDAVIT TO ACCOMPANY PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

I/We, _____
being first duly sworn, deposes and states: That the undersigned

(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

Is of

(Name of form business entity)

Who submits herewith to City of Los Angeles the attached proposal/bid/submission of qualification:

Affiant deposes and states: That said proposal/bid/submission of qualification is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal/bid/submission of qualification was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals/bids/submissions of qualification the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid/submission of qualification;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal/bid/submission of qualification price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal/bid/submission of qualification price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal/bid/submission of qualification depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal/bid/submission of qualification or cancellation of any concession contract awarded pursuant to this proposal/bid/submission of qualification.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA COUNTY OF
LOS ANGELES

Subscribed and sworn to before me this day of

(Signature)

(Month/Year)(Date)

**PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS WILL NOT BE CONSIDERED UNLESS THE
AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE
NOTARIAL SEAL**

SECTION B

DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

All Responses submitted in response to the RFP/RFB/RFQ shall become the property of the City of Los Angeles and a matter of public record. Respondents must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

INSTRUCTIONS:

- a. Sign the Document
- b. Submit with the Response

Signatures:

The person signing must be authorized to bind the Respondent.

DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

All proposals/bids/submissions of qualification submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

In the event such an exemption is claimed, the proposer must state in the proposal/bid/submission of qualification that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal/bid/submission of qualification that:

“The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore.”

Proposer’s obligations herein include, but are not limited to, all attorney’s fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer’s obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City’s invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

“I have read and understand the Disposition of Proposals/Bids/Submissions of Qualifications and agree that the City of Los Angeles may release any materials and information contained in the proposal/bid/submission submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal/Bid/Submission of Qualification.”

Signature of person authorized to bind proposer

Date

<p style="text-align: center;">SECTION C</p> <p style="text-align: center;">CONTRACTOR WORKFORCE INFORMATION</p> <p style="text-align: center;">(LOS ANGELES RESIDENCE INFORMATION)</p>
--

All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award. An important policy goal of the City is to encourage businesses to locate or remain in the City. To track that goal effectively, the Los Angeles City Council, on January 7, 1992, adopted a motion (Council File 92-0021) that requires all City departments to gather various information on contractors who conduct business with the City and all respondents to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

The following information is to be included in each proposal:

- a) The headquarters address of the firm and the total number of employees, regardless of work location;
- b) The percentage of the firm's total work force employed within the City and the percentage residing within the City; and,
- c) The address(es) of any branch office(s) located within the City and the total number employed in each Los Angeles branch office, the percentage of the work force in each Los Angeles branch office that is employed within the City, and the percentage residing within the City.

INSTRUCTIONS

All Respondents **MUST complete and submit** the enclosed City of Los Angeles Contractor Business Locations and Workforce Information Form and include in their response.

Responses submitted without a completed City of Los Angeles Contractor Business Locations and Workforce Information Form **WILL** be deemed non-responsive and disqualified from being considered.

CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

The 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 businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: _____

I. Corporate or Main Office Information:

Address	Workforce in Organization:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

II. City of Los Angeles Branch Offices Information:

Note: If there are no Los Angeles Branch offices, mark N/A on first line.

Address	Workforce in Los Angeles Branch Office:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

<p style="text-align: center;">SECTION D</p> <p style="text-align: center;">CHILD CARE POLICIES</p>

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement. Failure to return the signed and completed declaration **(must be signed in two [2] places)** may result in your response being deemed non-responsive.

INSTRUCTIONS:

1. Complete and sign the document in two (2) places.
2. Submit with the Response

CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

- I. City Child Care Policy and Vendor System – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL ITS VENDORS TO ADOPT A STATED POLICY ON CHILD CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS WITH STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

- II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the “Child Care Declaration Statement” form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the “Declaration Form”.
- III. Definition of a Stated Child Care Policy – A “Stated Child Care Policy” is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.
- IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the “Child Care Declaration Statement.”
 - A. EMPLOYER SUBSIDIZED CHILD CARE CENTER(S) –
Group care for children (may range from twelve [12] to three hundred [300] children), in a licensed setting such as a preschool or other center, which may serve infants,

toddlers, preschoolers or school-age children; the center receives funds, goods and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

B. EMPLOYER SUBSIDIZED CHILD CARE HOME(S)

Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.

C. CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.

D. CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.

E. PAID PARENTAL LEAVE

Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

F. PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.

G. SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS

Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.

H. CHILD CARE REFERRAL SERVICES

A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).

I. PARENTING SEMINARS

Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.

J. COUNSELING OF A SELF-SUPPORTING CENTER

Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.

K. START-UP OF A SELF-SUPPORTING CENTER

Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs

associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.

L. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER

Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.

M. FLEXIBLE WORK HOURS

Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of “core” working hours during which an employee must be present at the work site.

N. FLEXIPLACE/WORK-AT-HOME

Company offers employees the option to work in their homes; may be available part- or full-time.

O. PERMANENT PART-TIME/JOB SHARING

Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.

P. WORK-AT-HOME FOLLOWING MATERNITY LEAVE

Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.

Q. UNPAID PARENTAL LEAVE

Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

R. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM

Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

All Requests for Proposals/Bids/Submissions of Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals/bids/submissions of qualifications for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the proposal/bid/submission of qualification will result in the proposal/bid/submission of qualification being deemed unresponsive and being rejected.**

CITY OF LOS ANGELES

VENDOR CHILD CARE POLICY PROGRAM

CHILD CARE DECLARATION STATEMENT

The business concern listed below declares the following status on the “Child Care Policy of the City of Los Angeles, XI. Vendors” as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

Note: A “stated child care policy” may include services and/or benefits for employees and their families, including infants through school- age child care centers or family day care homes, before and after school programs, day camps, and services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

	YES	NO
Part One		
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?	<input type="checkbox"/>	<input type="checkbox"/>
If YES, please attach a copy		
Part Two		
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?	<input type="checkbox"/>	<input type="checkbox"/>
If YES, please check which from(s) of assistance		
Level I Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized company child care center	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input type="checkbox"/>
Paid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)	<input type="checkbox"/>	<input type="checkbox"/>
Level II Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input type="checkbox"/>	<input type="checkbox"/>
Child care referral services	<input type="checkbox"/>	<input type="checkbox"/>
Parenting seminars	<input type="checkbox"/>	<input type="checkbox"/>
Counseling on work/family issues	<input type="checkbox"/>	<input type="checkbox"/>
Start-up of a self-supporting center	<input type="checkbox"/>	<input type="checkbox"/>
Start-up contributions to a “consortium center”	<input type="checkbox"/>	<input type="checkbox"/>
Level III Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Flexible work hours	<input type="checkbox"/>	<input type="checkbox"/>
Flex-place/work-at-home	<input type="checkbox"/>	<input type="checkbox"/>
Permanent part-time/job sharing	<input type="checkbox"/>	<input type="checkbox"/>
Work-at-home following maternity leave	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Donations to enhance child care programs	<input type="checkbox"/>	<input type="checkbox"/>
Other: (Describe) _____		

I HAVE READ AND COMPLETED:

(Signed)	(Date)
----------	--------

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator’s Office, 333 South Spring Street, Los Angeles, CA 90013.

Do not write in this space	
Date Filed:	Expiration Date:

SECTION E
OUT-OF-STATE BIDDERS

OUT-OF-STATE BIDDERS

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: _____

If Bidder has no permit number, check box below and sign.

No Permit Number: ☐ _____

Signature: _____

Date: _____

SECTION F
INFORMATION RELEASE FORM

DEPARTMENT OF RECREATION AND PARKS

INFORMATION RELEASE FORM

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Bid to disclose in good faith any information they may have regarding my Bids for contracting. All information obtained will be in connection with Bids for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles. I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

Name: _____ Title: _____

Signature: _____ Date: _____

Firm's Name: _____ Phone: _____

Firm's Address: _____
Street, City, State, Zip

<p style="text-align: center;">SECTION G</p> <p style="text-align: center;">SLAVERY DISCLOSURE ORDINANCE</p>
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Unless otherwise exempt, in accordance with the provisions of the DO, any contract awarded pursuant to this RFB will be subject to the DO, Section 10.41 of the Los Angeles Administrative Code.

Respondents seeking additional information regarding the requirements of the DO may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Slavery Disclosure Ordinance (SDO)

The SDO requires that City Contractors disclose whether their company had any participation, investments, or profits derived from slavery during the Slavery Era (prior to 1865). <https://bca.lacity.org/slavery-disclosure-ordinance-sdo>

INSTRUCTIONS:

The selected Respondent shall electronically sign and complete the Slavery Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMPLA) residing at www.rampla.org prior to the award of a City contract. If the respondent is exempt from this requirement, then the DO form shall be completed and submitted with the response.

DO/DBWCO COMPLIANCE

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN (www.labavn.org), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

1. I, [name] am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

[company id]	[tax id]		
BAVN Company Id	EIN/TIN		
[company name]			
Company Name			
[company address]	[city]	[state]	[zip]
Street Address	City	State	Zip
[phone]	[email]		
Phone	Email		

3. The company came into existence in [year] (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eeoe@lacity.org.

The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eeoe@lacity.org.

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.

The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that Participation is required and should be sent to bca.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, [name], the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

[name]

[date]

Signature

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

SECTION H

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT/ FIRST SOURCE HIRING ORDINANCE

Equal Benefits Ordinance

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

The selected Respondent shall electronically sign and complete the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMPLA) residing at www.rampla.org prior to award of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's RAMPLA Bidders/Proposers do not need to submit supporting documentation with their proposal/bid/submission of qualification. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

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 Twenty-Five Thousand Dollars (\$25,000.00) 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). Bidders/Proposers shall refer to the "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (two [2] pages) available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMPLA) residing at www.rampla.org prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's RAMPLA.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>. The Anticipated Job Opportunities Form (FSH0-1) shall only be required if there are anticipated job opportunities; this document is only required of the award proposer.

INSTRUCTIONS:

- a. All proposers: Complete and upload the First Source Hiring Ordinance Affidavit at www.rampla.org.
- b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSH0-1) ONLY if there are anticipated job opportunities.

EBO/FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: hca.eos@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

BAVN Company Id: 10786 EIN/TIN: _____
Company Name: J and Y Inc - ITA TEST COMPANY
Company Address: 1234 N Main St
City: Los Angeles State: AL Zip: 70012
Contact Person: Jon Doe Phone: 2135551888 E-mail: test@email.com
Approximate Number of Employees in the United States: 10
Approximate Number of Employees in the City of Los Angeles: 3

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐ I have no employees.
- ☐ I provide no benefits.
- ☐ I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒ I provide equal benefits as required by the City of Los Angeles EBO.
- ☐ I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐ All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐ Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.

- ☐ Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Jon Doe, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Jon Doe

Signature

26 July, 2016

Date

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

<p style="text-align: center;">SECTION I</p> <p style="text-align: center;">E-BIDDING COMPLIANCE DOCUMENTS</p>
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All Compliance Documents listed in the 'Compliance Document List' must be submitted via RAMP for this opportunity by the bid due date.

INSTRUCTIONS:

Refer to the link below on 'How to Successfully Submit Your Proposal on RAMP.' This step-by-step guide will assist you through the submission process, ensuring your proposal is complete, compliant, and submitted on time.

<https://www.youtube.com/watch?v=mgCUq8c4IIA>

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

EL _____

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

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

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

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

☐ _____

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

Crime Insurance

Other:

**City of Los Angeles
Department of Recreation and Parks**



**Figueroa Plaza
221 North Figueroa St., Suite 100
Los Angeles, CA 90012**

**REQUEST FOR
PROPOSALS
AS-NEEDED GRIFFITH OBSERVATORY
PERFORMANCE DIRECTOR SERVICES**

RFP Release Date:	July 2, 2025
Mandatory Pre-Proposal Conference:	July 24, 2025
Submission Deadline:	August 26, 2025

City of Los Angeles
Request for Proposals
AS-NEEDED GRIFFITH OBSERVATORY
PERFORMANCE DIRECTOR SERVICES

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- VIII. Contractual and Operating Responsibilities
- IX. Evaluation, Selection, and Award of Work
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I. INTRODUCTION

The City of Los Angeles Department of Recreation and Parks (RAP) seeks the services of a performance director for Griffith Observatory. The Observatory is a City of Los Angeles public facility owned and operated by RAP.

Proposers interested in providing as-needed Griffith Observatory performance director services are invited to submit a Proposal to RAP in response to this Request for Proposals (RFP). This RFP is part of a procurement process to select one (1) CONTRACTOR to place under contract for a **three (3) year term**. The contract will have a not-to-exceed compensation amount of seventy thousand (\$70,000.00) per year for each of the years of the contract term. In awarding this contract RAP guarantees no minimum compensation. RAP will evaluate responses submitted for this RFP based on evaluation criteria identified herein and will select a Proposer it deems both responsive and qualified. RAP will only recommend one Proposer to the Board of Recreation and Park Commissioners (Board) for a contract award. If the Board approves the recommendation, that person will then be the designated CONTRACTOR to execute the contract.

II. ORGANIZATION AND VENUE BACKGROUND

RAP provides stewardship for more than 16,000 acres of land, and offers extensive recreational, social and cultural programs at over 450 parks located across the City of Los Angeles. RAP maintains and operates vast recreational infrastructure including hundreds of athletic fields, children's playgrounds, basketball and tennis courts, community and recreation centers, aquatics facilities, senior centers, skate parks, golf courses, museums, dog parks and many other community assets such as Griffith Observatory.

Griffith Observatory (Observatory) is an icon of Los Angeles, a national leader in public astronomy, a beloved civic gathering place, and one of southern California's most popular attractions. The Observatory is located on the southern slope of Mount Hollywood in Griffith Park. Since opening in 1935, the Observatory has welcomed nearly 90 million visitors. Open late nearly every evening, the Observatory is one of the rare places where you will see people from every part of the region and from all parts of the world.

Griffith Observatory is a free-admission, public facility owned and operated by RAP in the middle of an urban metropolis of ten million people. The 67,000 square-foot building is one of the most popular informal education facilities in the United States and the most-visited public observatory in the world (with 1.6 million visitors a year). Griffith Observatory is a unique hybrid of public observatory, exhibition space, and the Samuel Oschin Planetarium. It was constructed with funds from the bequest of Griffith J. Griffith (who donated the land for Griffith Park in 1896), who specified the purpose, features, and location of the building in his 1919 will. Upon completion of construction in 1935, the Observatory was given to the City of Los Angeles with the provision that it be

operated for the public with no admission charge. When it opened in 1935, it was one of the first institutions in the U.S. dedicated to public science and possessed the third planetarium in the U.S. and one of the largest planetarium domes in the world.

With its spectacular Zeiss star projector, digital projection system, state-of-the-art aluminum dome, comfy seats, sound system, and theatrical lighting, the 290-seat **Samuel Oschin Planetarium** theater is the finest planetarium in the world. Every show is presented by a live, engaging storyteller, and shows are offered every 60 to 90 minutes each day the Observatory is open. Shows in the Samuel Oschin Planetarium are all stories about the sky, ones which address the big questions: Who are we? Why are we here? Why does the universe look the way it does? All the technology of the Samuel Oschin Planetarium is in service of telling these stories as effectively and impactfully as possible. We want viewers to ponder, to wonder, and to be inspired. Who better to tell a story than a person? Storytellers have played a key role in guiding people to an understanding of the universe for thousands of years. Unlike most other planetaria, Griffith Observatory continues a long tradition of presenting exclusively live planetarium programs with a presenter who can connect with audiences and convey astronomical knowledge with enthusiasm and passion. The presenter is the live voice of the Observatory.

The success of the Samuel Oschin Planetarium is due to a unique and compelling fusion of contrasting elements: science, show business, live theater, cinema, oral storytelling, immersive presentation, information, emotion, and education. At the center of the immersive experience are the women and men who present the shows. Live performers – mostly professional actors – tell stories about the sky and create a personal connection with the audience under the dome.

III. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

The Observatory's commitment to live storytelling is at the core of the need for a Griffith Observatory performance director. Because the Observatory seeks to provide the highest quality experience for our visitors, those who present shows in the Samuel Oschin Planetarium – and occasionally in other venues in the building – need to be coached and directed in the optimal performance of those shows.

The Performance Director is key to the performance of the shows in the Samuel Oschin Planetarium. The position requires a local provider with unique experience and skills who is well-versed in public presentation, domed environments, and astronomy and has the flexibility to respond quickly and to integrate individual performer training with the overall operation of the Observatory.

The Performance Director is engaged in each stage of the process of identifying, training, and refreshing performers. Presenters need to be charismatic performers and must also be responsible, respectful, and dependable. The Performance Director reviews applications of potential show presenters and participates in auditions to identify presenters who have an affinity for the material and are responsive to direction. Once the Observatory Curator selects the top candidates, the Performance Director

rehearses each presenter in each show – both artistically and technically. Once the presenter begins public performance, the Performance Director monitors and schedules periodic brush-up rehearsals to maintain quality of the performance. To ensure reliable full-scale operation of the Samuel Oschin Planetarium, which offers 8-10 shows each day, 310 days a year, it is necessary to have a “repertory company” of 12-15 performers at any given time, each of whom knows all current shows.

It takes approximately 40-45 hours of intensive rehearsal to train each presenter in each show. That translates to 120-135 hours per presenter to learn all three shows. Frequently more than one performer is in training at any given time, especially when a new show is being introduced. Training sessions for each performer and show get spread over months due to the limited availability of both the planetarium and the personnel required.

For the Performance Director, rehearsal sessions represent only part of the job. Training each performer requires additional time for scheduling rehearsals, prepping scripts, consulting with the Curator and the Theater Manager, and monitoring public and school performances. While many of the presenters stick with the job for several years or more, actors are human and make changes in their lives – they get married, have families, move to other cities, get sick, and take other jobs – sometimes without much notice. Helping to recruit and evaluate prospective new presenters is a frequent duty of the Performance Director. In addition, all long-running live shows – from Disneyland to Broadway – require periodic “tune ups” for presenters and language to avoid becoming stale. The Performance Director is the “mechanic” in this process, working with presenters to keep their performances fresh and with Observatory management to make adjustments to the narrative. Finally, because of the essential role working with the presenters, the Performance Director is a valuable creative voice in the development of new shows and content modifications to existing shows.

The Performance Director is on-call year-round and needs to be flexible enough with other work and personal obligations and responsive to the Observatory as a priority (yet not depend on it alone for income). Often the job requires moving quickly to shift schedules to mesh with the evolving calendars of other Observatory personnel or to respond to an emerging or ongoing need for further performer training.

IV. SCOPE OF SERVICES

Under the direction of the Curator of Griffith Observatory (or designee), CONTRACTOR shall serve as Performance Director of live performances at the Samuel Oschin Planetarium, and elsewhere as needed in the Observatory, and provide the services set forth below.

A. CONTRACTOR services shall include:

- Determine with show producers (Curator and Observatory management) the type of storyteller/presenter best suited for existing and new shows;

- Organize the casting auditions and advise on selection of new presenters;
 - Maintain a style of performance suitable for both female and male presenters;
 - Direct presenters through live rehearsals (in the planetarium dome, in test settings, and/or remotely) and monitor during public performances;
 - Conduct presenter rehearsal and training sessions for new shows
 - Conduct ongoing rehearsal and training of presenters for the indefinite run of shows in the Samuel Oschin Planetarium to maintain performance quality and consistency;
 - Suggest guidelines for presentation, including diction, emphasis, physical presence, volume, and appearance;
 - Advise on the number of presenters necessary for each show;
 - Work with technical and planetarium staff on dedicated microphone adjustments for each presenter's voice quality and timbre;
 - Work with technical and planetarium staff to create lighting levels and sound levels; and,
 - Assist with the development of new shows, including idea conception, scripting, and training. Work on existing shows will include implementation of upgrades and improvements.
- B. CONTRACTOR shall receive specific assignments, including completion dates and progress milestones for each assignment, from the Curator or designee.
- C. CONTRACTOR'S work, whether written, printed, verbal, electronic, computer or any other form of medium will be considered a work for hire, copyrighted by Griffith Observatory, RAP, and the City of Los Angeles.
- D. CONTRACTOR may, with the prior written approval of the Observatory Director, make reasonable use of images from projects for promotional purposes after initial public presentation of the work in the Samuel Oschin Planetarium. Unless otherwise stated in said document, approval and authorization would apply to promotion of CONTRACTOR, the City of Los Angeles, RAP, Griffith Observatory, or any combination thereof.
- E. CONTRACTOR may be asked to perform other related performance director services by the Curator, designee, or Observatory management.
- F. CONTRACTOR must maintain appropriate insurance requirements acceptable to, and specified by, City Risk Management. The insurance must list the City of Los Angeles as an additional insured (Exhibit C).
- G. CONTRACTOR role as performance director is on an as-needed contract basis

and does not imply or convey that CONTRACTOR is an employee of the City of Los Angeles. CONTRACTOR must not imply City employment status.

- H. CONTRACTOR must undergo a background check and fingerprinting as required.
- I. CONTRACTOR will be paid by RAP at a rate of \$65.00 per hour on an as-needed basis for performance director services provided. No minimum amount is guaranteed under the contract awarded to the selected Proposer to this RFP, though the annual average is roughly 400-700 hours. The annual maximum allowable work under the contract is 1,077 hours per year, though RAP does not expect to approach that maximum in the ordinary course of business.
- J. CONTRACTOR shall comply with guidelines set forth by the Observatory and consistent with City standards regarding appropriate behavior, the prevention of harassment and discrimination, and safe work practices.

V. EXPERIENCE AND MINIMUM QUALIFICATIONS

Years in Business: Proposers must have a minimum of twenty (20) years of experience in providing performance director services and a demonstrated capacity to manage and perform any of the items contained in the aforementioned Scope of Services.

Local Location: Proposers must have an established business address no more than 50 miles from the Observatory. These services cannot be performed remotely, and ready access by CONTRACTOR to the Observatory location in Griffith Park is essential.

Licenses and Certificates Required: There are no specific licenses or certifications required, however Proposer memberships in directing, writing, and producing guilds and organizations are beneficial and preferred.

Background and Experience: Proposer must have demonstrated experience in all of the items contained in the aforementioned Scope of Services

NOTE: *The hourly rate for the services to be provided is specified at \$65.00 per hour. Proposers should not propose, nor will they be credited for, any deviation from this rate.*

VI. PROPOSAL CONTENTS

Proposers shall submit each of the Proposal Submittal Items listed below. Failure to submit any of the specified items may result in the proposal being declared non-responsive.

If selected as the winning proposal, the Proposer must be willing and able to commit to the proposal. The contents of a Proposer's proposal, this RFP document, and the Standard Provisions for City Contracts (Rev. 1/25 [ver.2]) (Exhibit A) will be incorporated as part of the provisions of the Contract and will be deemed a binding commitment. Proposers are encouraged to submit a practical and sustainable proposal.

Proposal Submittal Items

1. Proposal Submission Letter (one page) (Exhibit G)

Proposers must fill out and sign this form, which serves as the cover sheet of the proposal.

2. Executive Summary (1-2 pages)

The Executive Summary must be no more than two (2) typed pages (single-spaced, 12-point font, or similar) and must provide:

- a comprehensive but concise summary of the Proposer's understanding of the requirements of this RFP;
- a description of the approach to providing the services requested in this RFP;
- a clear statement as to why the Proposer is the best qualified to provide the services outlined in this RFP;
- names and contact information for three references from work done in the last ten years;
- and the Proposer's name, address, telephone number, and e-mail address.

3. Background and Experience Statement (6-8 pages)

NOTE: Only responses from Proposers that possess relevant experience and a minimum of twenty (20) years working in the field of providing performance director services of the type described in the Scope of Services will be considered for this RFP.

The Background and Experience Statement must be no more than eight (8) typed pages (single-spaced, 12-point font or similar) and must provide:

- a. Background and Experience. Proposers shall supply information concerning background and experience related to the Scope of Services (Section IV of this RFP) and verification of meeting the Minimum Qualifications (Section V of this RFP). This includes citing relevant and demonstrated performance director services experience with domed theater environments, astronomical content, and live, public presentations.

- b. Recent and Relevant Experience. Proposers shall provide a brief, item-by-item description of previous work experience in servicing similar contracts over the past ten (10) years, preferably with public agency clients, but not limited to such. Each experience item should include the following information:
- Client's name and address.
 - Dollar amount of the contracted project.
 - Beginning and ending dates of the contract(s).
 - Contact person to provide reference (include name, title, telephone number, and e-mail address).
 - Brief summary of the scope of services provided
- c. Referrals. Proposers shall identify three (3) of the work experience contacts cited in Item b as referrals. Please highlight names of clients you are designating as referrals.

NOTE: *Submission of a proposal in response to this RFP constitutes permission to RAP to contact any identified previous clients to request information on the performance of the Proposer.*

4. Signed Compliance Documents (Exhibit B)

As part of your proposal, all Proposers must review, complete, sign, and submit the required compliance documents described in **Exhibit B**. Compliance documents include forms ensuring that the selected CONTRACTOR is fully aware of, and committed to comply with, specific City policies and requirements. If you do not complete and submit the required compliance documents, your proposal will be deemed non-compliant and will not be scored.

NOTE: *Previous compliance document submittals for other prior or current City contracts and/or waivers do not apply. The appropriate forms must be completed and processed as part of this application.*

RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

VII. PROPOSAL PROCESS

OFFICIAL PROPOSAL PROCESS	WHAT YOU SHOULD DO
RAP issues RFP (July 2, 2025)	Download all necessary forms and instructions and read them carefully. Start outlining your narrative answers. Gather

	your records from work with previous clients. Email the Contract Coordinator with any questions to be answered at the Conference.
Mandatory Pre-Proposal Conference (July 24, 2025 at 11:00 a.m.)	YOU MUST ATTEND IN PERSON. Bring questions you have about the RFP documents or about the proposal process.
Non-Mandatory Question and Answer session via Zoom (August 7, 2025, at 11:00 a.m.)	<p>This is an opportunity to ask questions about requirements, forms, and process.</p> <p>You are not required to attend. If you wish to attend you may do so via Zoom with the following link:</p> <p>https://us02web.zoom.us/j/9586218654</p> <p>Or telephonically at +1 (669) 900-6833</p>
Question Submittal Deadline (August 15, 2025)	Please submit all questions to the following email: rap-contracts@lacity.org
Proposal Due Date (August 26, 2025, at 1:00 p.m.) (proposals submitted via Dropbox link)	YOU MUST SUBMIT ON TIME. Make sure your proposal upload has all the required elements. Please submit using the following link and please note, the maximum file size is 2 GB: https://www.dropbox.com/request/qlp1nC SWTLW9kFkv7MBx
Proposal Opening (August 26, 2025, at 1:00 p.m.)	<p>You may listen to this online, but it is not required. If you wish to attend you may do so via Zoom with the following link:</p> <p>https://us02web.zoom.us/j/86135294517</p>

	telephonically at +1 669 444 9171 US
Proposal Level I Evaluation (see Section IX)	You will be notified as to whether your proposal passed Level I.
Proposal Level II Evaluation (see Section IX)	You will be notified if your Level II score was sufficient to advance to Level III.
Proposal Level III Evaluation (see Section IX)	If you qualify for Level III, you will be interviewed by the Evaluation Panel.
RAP Recommendation of Proposer for Contracting (based on total scores after Level III evaluation)	All Level III Proposers will be notified whether they are or are not the recommended Proposer.
Board of Recreation and Parks Commissioners consider RAP Proposer recommendation	This is a public meeting (online) which you may attend.
Final Contract Preparation (if the Board approves the RAP recommendation)	The recommended Proposer will be contacted to proceed with filing necessary contract documents and signatures.

VIII. CONTRACTUAL AND OPERATING RESPONSIBILITIES

If awarded a contract, the selected Proposer (referred to as the “CONTRACTOR”) will be obligated to perform the responsibilities as described in:

- This Request for Proposals (RFP) document.
- The Proposer’s submitted proposal in response to this RFP.
- The Sample Contract for AS NEEDED PERFORMANCE DIRECTOR SERVICES (Exhibit F). Please note the Sample Contract may be modified at RAP’s discretion to include general and specific contractual and operating responsibilities based on the submitted proposal accepted by the City.

- The Standard Provisions for City Contracts (Rev. 1/25 [ver.2]) (Exhibit A)
- Compliance documents (Exhibit B)
- Insurance Requirements acceptable to the CAO Risk Manager for the Department of Recreation and Park, naming City as an additional insured (Exhibit C).

IX. EVALUATION, SELECTION, AND AWARD OF WORK

RAP will evaluate the responses received and make recommendations to the Board regarding the selected Proposer with whom to enter into a contract for the provision of as-needed performance director services. The award of the contract will be based on the completeness of the proposal and the Proposer's qualifications. The process for that determination is described below. As part of the evaluation process, RAP reserves the right to request additional information to clarify information submitted in response to this RFP.

A. Evaluation Process and Scoring Criteria

The evaluation of proposals will consist of three levels. Each proposer must pass Level I in order to advance to Level II and must have one of the three highest scores in Level II to advance to Level III. A contract will be awarded based on the completeness of the Response and the combined score received in the Level II and III reviews.

All proposals meeting the requirements of this RFP shall be reviewed and rated by a selection panel according to the criteria and manner described below.

The primary emphasis of the review shall be on the Proposer's demonstrated qualifications and experience with performance director services, along with references attesting to prior performance in such roles. The review will also examine Proposer's experience with domed environments, astronomical content, and live, public programming, as well as the overall quality and completeness of the proposal.

All recommendations by the selection panel are subject to the approval of the RAP General Manager and of the Board. Proposers are advised that all documentation submitted in response to this RFP will be considered property of RAP and may become available to the public as a public record and be released without further notification. Any information that the proposer considers confidential should not be submitted with the proposal. RAP reserves the right to reject any and all proposals and to waive any informality in the proposal when to do so would be to the advantage of RAP and the City.

1. Level I Evaluation – Compliance with RFP Submission Requirements: RAP will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with basic requirements and document submissions.

To be found responsive to the RFP under Level I evaluation, proposals must include:

1. **Proposal Submission Letter (Exhibit G)**
2. **Executive Summary (maximum two pages)**
3. **Background and Experience Statement (maximum eight pages)**
4. **Signed Compliance Documents (Exhibit B)**

Those Proposers found responsive to the RFP as defined above shall proceed to Level II. Those who are not responsive will not proceed in the deliberations and will not be eligible for award of contract.

2. Level II Evaluation – Evaluation and Scoring Criteria of Proposal Items

For the purposes of Level II evaluation, proposals will be evaluated, ranked, and scored based on the criteria below.

EVALUATION CRITERIA	POINTS
A. Proposer Qualifications and Capabilities	40 points
B. Adequacy of Services Provided by Proposer	20 points
C. Compliance with RFP Requirements	10 points
Total Points Possible	70 points

A. Proposer Qualifications and Capabilities (40 maximum points)

The selection panel will consider the following:

- (a) Number of years of experience providing performance director services
- (b) Demonstrated capacity to manage and perform any of the items contained in the aforementioned scope of work

B. Adequacy of Services Provided by Proposer (20 maximum points)

The selection panel will consider the following:

- (a) Relevant and demonstrated experience with domed theater environments
- (b) Relevant and demonstrated experience with astronomical content

(c) Relevant and demonstrated experience with live, public presentations

C. Compliance with RFP Requirements (10 maximum points)

The selection panel will consider the completeness of the Proposer's written proposal with special emphasis given to completion of contract compliance issues and ability to conform to the terms and conditions of the RFP.

The individuals with the top three scores in the Level II evaluation will proceed to Level III consideration. Those whose scores are not in the top three after the Level II evaluation will not be interviewed and will not be eligible for the contract award.

3. Level III Evaluation – Personal Interview

The selection panel (Observatory Director, Observatory Deputy Director, and Observatory Theater Manager, with the Executive Director of Griffith Observatory Foundation as an optional observer) will interview each Proposer with a top three score after the Level II evaluation. The Level III interviews shall be evaluated, ranked, and scored based on the criteria below:

EVALUATION CRITERIA	POINTS
A. Demonstration of Ability	10 points
B. Compatibility of Directorial Approach	10 points
C. Responsiveness to Questions	10 points
Total Points Possible	30 points

A. Demonstration of Ability (10 maximum points)

The evaluation team will consider Proposer's responses to questions relative to her/his ability to serve as the Performance Director.

B. Compatibility of Directorial Approach (10 maximum points)

The evaluation team will consider the Proposer's description of her/his approach to directing performances and evaluate the compatibility of that approach to the performances in the unique environment of the Samuel Oschin Planetarium.

C. Responsiveness to Questions (10 maximum points)

The evaluation team will consider the clarity and completeness of Proposer responses to questions regarding background, experience, and directing philosophy.

4. Local Business Preference Program

The City of Los Angeles enacted an ordinance on August 7, 2021, to boost local business participation in City contracting and increase employment opportunities for transitional workers. Under the ordinance, businesses located in Los Angeles County may be eligible for a contracting preference for being a local business and/or a local small business. Businesses certified as a Local Business Enterprise will receive an eight (8) percent preference. Those also certified as Local Small Business will receive an additional two (2) percent preference. More information about this program can be found at: <https://bca.lacity.org/certification>

5. Final Score

The selection panel will recommend the Proposer with the **highest combined score** from Level II and Level III evaluations (maximum total of 100 points) plus any bonus from the Local Business Preference Program.

B. Evaluation and Recommendation

Responsive proposals (Level I) to this RFP will be scored in each of the criteria above and ranked according to scores achieved (Levels II and III). The City selection panel described above will conduct a comprehensive evaluation of the proposals.

The City reserves the right to conduct such investigations as the City considers appropriate with respect to the qualifications of each responsive Proposer and any information contained in its proposal.

All proposals will be evaluated solely on the basis of the criteria listed above and will serve as a basis to formulate the RAP General Manager's recommendation, setting forth the reasons for recommendation in a Board Report. RAP shall notify all Proposers of the recommendation.

The Board will consider the General Manager's recommendation during a public Board meeting and may accept or reject the General Manager's recommendation in making its decision as to the selection, if any, stating publicly the reasons for their actions.

C. RAP Contract Award

If the Board accepts the General Manager's recommendation, its action will be for a contract award. RAP shall then proceed to execute a specific contract for the work with the selected Proposer, who shall now be referred to as the CONTRACTOR.

D. Protest to RFP or RFP Provision

Should a Proposer object on any ground to any provision or legal requirement set forth in the RFP, or any addendum to the RFP, the Proposer must, not more than ten (10) calendar days after the RFP or addendum is issued, provide written notice to RAP, setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

E. City's Right to Reject Proposals and to Waive Informalities

Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw this RFP at any time without prior notice. The City also reserves the right to reject any and all proposals submitted or to waive any minor administrative irregularities contained in any proposal, when to do so would be in the best interest of the City and pursuant to Los Angeles City **Charter Section 371 (c)**: "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City."

F. Constitutional and Other Limits on Contractor's Rights to Exclusivity

Notwithstanding exclusivity granted to the CONTRACTOR by the terms of the awarded Contract, the City in its discretion may require CONTRACTOR, without any reduction in cost recovery reimbursement fees or other valuable consideration to CONTRACTOR, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

G. Nature of this RFP Process

RAP staff will recommend that the Board, in its capacity as the contract awarding authority for RAP, find, pursuant to **Charter Section 371(e)(10)**, that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the services sought under this RFP. To select the best proposer for these services, RAP staff will recommend that the Board find it is necessary to utilize a standard request for proposals process and to evaluate

proposals received based upon the criteria included in this RFP and that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet RAP needs.

X. EXHIBITS

- A. Standard Provisions for City Contracts (Rev. 1/25 [V.2])
- B. Compliance Documents Packet
- C. Form 146 Insurance Requirements
- D. Insurance Instructions
- E. Instructions to Proposers
- F. Sample Contract
- G. Proposal Submission Letter