

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

January 27, 2022

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: **APPROVAL TO RELEASE A REQUEST FOR QUALIFICATIONS (RFQ)
TO PROVIDE MENTAL HEALTH SERVICES AND/OR SOCIAL
SERVICES**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners (Board):

1. Approve the release of a Request for Qualifications (RFQ), substantially in the form on file in the Board Office, to establish a list of qualified entities to provide mental health services and/or social services to assist Library patrons.
2. Find, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that the work can be performed more economically by independent contractors than by City employees.
3. Authorize the City Librarian and City Attorney to make technical corrections as deemed necessary.
4. Adopt the attached Resolution regarding the RFQ to Provide Mental Health Services and/or Social Services.

B. FINDINGS:

1. The Library desires to reimagine security and safety at the Central Library and 72 Branch Libraries and provide outreach for the City's most vulnerable residents through the use of alternatives to traditional law enforcement. An essential aspect of this reimagination is the ability of the Library to arrange for professional and experienced organizations with the ability to provide mental health services and/or social services to Library patrons.
2. The goal of the RFQ is to establish a list of providers who will perform the following services on a contractual, scheduled, as-needed, and as-requested basis: prevent disruptive incidents and build community through using de-escalation techniques and a trauma-informed approach with patrons; build capacity for safety through connecting patrons to

needed services; develop and present training and workshops that address the needs of Library patrons; train Library staff and volunteers; increase connections to community resources; increase the community resources available through the Library; participate in Library events; and, perform other similar related duties.

3. The term of the proposed agreements will be for five (5) years.
4. The proposals submitted in response to the RFQ will be submitted electronically to the following: librarysocialservices_2022@lapl.org
5. Funds are available in the Library Contractual Services Account 3040 to compensate the selected contractors for services. There is no guarantee of the amount of compensation or work to be provided to any proposer who may be awarded a contract based on the RFQ.
6. The Library is committed to providing an inclusive and robust outreach process for disadvantaged, marginalized, and local businesses and individuals. Our goal is to create a diverse pool of candidates to provide services and support to the Library and our patrons. We welcome and encourage Request for Qualifications submissions from a wide range of participants.
7. The RFQ has been reviewed by the City Attorney and is ready to be released.

Attachments

Prepared by: Karen Pickard-Four, Principal Librarian II
Deidre Gomez, Senior Management Analyst (Retired)
Robert Morales, Senior Management Analyst (Retired)

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

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JOHN F. SZABO
CITY LIBRARIAN

January 27, 2022

LIBRARY RESOLUTION NO. 2022-XX (C-XX)

WHEREAS, The Los Angeles Public Library (Library) desires to issue a Request for Qualifications (RFQ) to establish a list of qualified and experienced professionals to provide mental health services and/or social services to meet the needs of the Library and Library patrons; and,

WHEREAS, The term of the proposed contracts resulting from the RFQ will be for five (5) years; and,

WHEREAS, The proposals submitted in response to the RFQ will be submitted electronically to the following: librarysocialservices_2022@lapl.org; and,

WHEREAS, Funds are available in the Library Contractual Services Account 3040 to compensate the selected contractors for services, and no amount of compensation or work is guaranteed:

THEREFORE, RESOLVED, That the Board of Library Commissioners (Board) hereby authorizes the City Librarian, or designee, to release the RFQ to Provide Mental Health Services and/or Social Services and to advertise and distribute the RFQ to potential proposers; and,

THEREFORE, FURTHER RESOLVED, That the Board finds, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that it is more economical that these services be performed by independent contractors than by City employees; and,

Resolution No. 2022-XX

THEREFORE, FURTHER RESOLVED, That the Board hereby authorizes the City Librarian and City Attorney to make technical corrections as deemed necessary.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

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

**REQUEST FOR QUALIFICATIONS
RFQ NO. 44-0XX**

TO PROVIDE

MENTAL HEALTH SERVICES

AND/OR

SOCIAL SERVICES

Web: <https://www.lapl.org/>

Email: kpickard (Project Manager)

**CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
REQUEST FOR QUALIFICATIONS (RFQ)**

TO PROVIDE MENTAL HEALTH SERVICES AND SOCIAL SERVICES

DATE RFQ ISSUED: JANUARY XX, 2022

TITLE: RFQ No. 44-0XX
To Provide Mental Health Services and Social Services

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

ELIGIBILITY TO APPLY: A minimum of three (3) years paid experience in working directly with people experiencing mental health issues, substance abuse issues, housing insecurity; linking patrons with the services they need; and/or helping patrons address the causes and consequences of their mental health issues, substance abuse issues, or housing insecurity.

WEBSITE ADDRESS: <http://www.labavn.org>
Proposers must register on this website (Los Angeles Business Assistance Virtual Network) before they can access the Request for Qualifications (RFQ) and updates. **Business Inclusion Program (BIP) Outreach must be completed fifteen (15) days prior to the RFQ Due Date. See the exact date for this RFQ on the LABAVN website.** PLEASE NOTE: PROPOSERS MUST BOOKMARK THE OPPORTUNITY ON LABAVN (IN THE UPPER LEFT CORNER OF THE OPPORTUNITY) TO RECEIVE UPDATES OF ADDENDA AND QUESTION & ANSWER POSTINGS.

TERM: Five (5) years

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

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

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

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

Submission e-mail address: librarysocialservices_2022@lapl.org

Project Manager Karen Pickard-Four, Principal Librarian
Email: kpickard@lapl.org

Contract Administrator: Deirdre Gomez
Email: dgomez@lapl.org

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ATTACHMENTS

- A. Standard Provisions for City Contracts (Rev. 10/21 [v.4])
- B. Sample Contract to Provide Mental Health Services and Social Services
- C. Electronic Signature Policy (03/20)
- D. Proposer Checklist of Services Provided and Location Availability
- E. List of Library Locations

EXHIBITS

(All Exhibits will be found on www.LABAVN.org)

- E.1 Declaration of Non-Collusion
- E.2 Contractor Responsibility Ordinance (CRO)
- E.3 Contractor Responsibility Ordinance Questionnaire
- E.4 Contractor Responsibility Ordinance Pledge of Compliance
- E.5 Living Wage Ordinance (LWO)
- E.6 LWO Employee Information
- E.7 LWO Subcontractor Declaration of Compliance
- E.8 LWO Subcontractor Information Form
- E.9 LWO Non-Coverage Exemption Application (if applicable)
- E.9a LWO Non-Profit/One Person Contractor Certification of Exemption Form
- E.9b Small Business Exemption Application (English)
- E.9c Small Business Exemption Application (Spanish)
- E.10 Service Contractor Worker Retention Ordinance (SCWRO)
- E.11 SCWRO City Financial Assistance Recipient (CFAR) Application for Non-Coverage or Exemption (if applicable)
- E.12 Child Support Assignment Orders Ordinance
- E.12a Certification of Compliance with Child Support Obligations
- E.13 City Contracts Held Within the Past Ten Years
- E.14 City of Los Angeles Residence Information Form
- E.15 Bidder Certification CEC Form 50 (Rev. Feb 2014)
- E.16 Bidder Contribution CEC Form 55 (Rev. October 2013)
- E.17 Insurance Requirements
- E.18 BIP Outreach Process
- E.19 Local Business Preference Program
- E.20 Iran Contracting Act of 2010

- E.21 First Source Hiring Ordinance
- E.21a Rules and Regulations Implementing the First Source Hiring Ordinance
- E.22 COVID-19 Vaccination Requirement (Ordinance 187134)
- E.23 Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance
- E.24 Disclosure Ordinances

A. PURPOSE OF REQUEST FOR QUALIFICATIONS

1. Introduction

The Los Angeles Public Library (LAPL) is issuing this Request for Qualifications (RFQ) to establish a list of qualified individuals or entities to provide mental health services and/or social services on an as-needed and as-requested basis. The services will be provided during open Library hours at the Central Library or 72 Branch Libraries located throughout the City of Los Angeles (See Attachment E for list of Library locations).

LAPL has embarked on a mission to reimagine security and safety at the Central Library and the 72 Branch Libraries and to provide outreach to the City's most vulnerable residents through the use of alternatives to traditional law enforcement. Contracts resulting from this RFQ will be an integral part of fulfilling that mission.

2. About the Library

Libraries are vibrant community centers with programs that turn young children into life-long readers, inspire teens to set career goals, and help adults enrich their lives. Annually, over 15 million people visit our libraries and participate in over 2,000 programs, borrowing over 15 million items from the collections of print, downloadable books, music, films and other items. Annual visits to our website exceeds 22 million.

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

3. Program Overview

Previously, LAPL established the Safety and Security Project to gather LAPL staff input and provide recommendations on what a safer and more welcoming Library would look like. One of the reoccurring concerns was the need for alternatives to traditional law enforcement, specifically the need to assist troubled residents and connect them to the appropriate resources.

In Fiscal Year 2020-21, LAPL created the Library Experience Office (LibEx) to oversee LAPL safety and security. One aspect of this is the development and implementation of alternatives to traditional law enforcement, including:

Social Workers

The Library is in the process of hiring Social Workers to engage with patrons who are in need of services such as housing, mental health, primary care, and substance abuse. The Social Workers will provide referrals to community service groups and available social programs; collaborate with local community groups, contracted agencies and other municipal agencies to identify and secure resources; and, promote awareness of available resources to Library patrons.

Library Ambassadors

The Library is in the process of establishing positions and hiring staff to act as Library Ambassadors to provide a more welcoming and safer Library experience for patrons. The Library Ambassadors will greet patrons; answer basic questions about the Library; engage patrons; de-escalate potential problems; encourage safe behavior; assist with programs and outreach efforts; and, develop long-term solutions to address and prevent serious incidents.

Staff Training

The Library is currently developing and identifying training programs to develop Library staff in areas such as enhanced customer services; de-escalation; and, identifying social service needs and the availability of community-based programs for Library patrons.

Social Service Outreach Contracts

This RFQ will allow experienced entities to provide mental health services and social services at the Central Library and 72 Branch Libraries; to promote awareness of available resources; provide training to LAPL staff; and, identify social services needs and services available to those in need.

It should be noted that LAPL will continue to use the services of the Los Angeles Police Department (LAPD) to respond to emergencies and provide support during evacuations. This also includes the use of LAPD Security Officers and contract security guards for physical security needs, such as: ensuring all doors, windows and badge readers function properly; opening and closing buildings; provide fire-watches for branch libraries when fire or security systems are non-operational; and, provide security for events and filming on Library property.

B. SERVICES REQUIRED BY LIBRARY

Proposers selected by this RFQ to become Contractors must be able to provide mental health services and/or social services to meet the needs of patrons and LAPL. Proposers must have a minimum of three (3) years paid experience in working directly with people experiencing mental health issues, substance abuse issues, housing insecurity; linking patrons with the services they need; and/or helping patrons address the causes and consequences of their mental health issues, substance abuse issues, or housing insecurity.

The following are services that the LAPL desires. Proposers are NOT required to provide all of the following services:

1. Prevent Disruptive Incidents by Patrons

- a. Intervene with agitated patrons to prevent aggressive and assaultive incidents.
- b. Intervene with patrons to eliminate or reduce disruptive behaviors (e.g., inappropriate sexual behavior, indecent exposure, etc.).
- c. Intervene to end disruptive incidents using de-escalation techniques or other similar skills.
- d. Work with Library staff and Security staff to develop and implement a unified strategy for dealing with people in crises and disruptive situations.

2. Connect Patrons to Needed Services

- a. Identify patrons in need of services (e.g., housing, medical, mental health, etc.) and

link them to agencies which provide the appropriate services.

- b. Identify patrons in need of benefits (e.g., California Identification Card, MediCal, CalFresh, Section 8 Housing, etc.) and assist in applying for or linking them to another provider who is able to apply for these benefits.

3. Develop and Present Training and Workshops that Address the Needs of Library Patrons

- a. Develop and present programs, trainings, and workshops to meet the needs of housing insecure patrons; patrons with mental health issues, drug or alcohol abuse issues, or patrons in crises.

4. Train Library Staff and Volunteers

- a. Develop programs to train LAPL staff to work with patrons who are housing insecure, who have mental health or substance abuse problems, who are displaying threatening and/or disruptive behavior or are undergoing a crisis.
- b. Provide training to LAPL staff in various subjects, including but not limited to:

- De-Escalation Techniques
- Situational Awareness
- Conflict Management
- Stress Inoculation
- Stress Management
- Trauma Informed Care
- Connecting People to Resources
- Anti-Harassment Training

5. Provide Support for Library Staff and Volunteers

- a. Provide immediate short-term therapeutic support to LAPL staff following a violent or traumatic event in the Library and support linkage to ongoing assistance through the Employee Assistance Program (EAP) or the employee's health provider.
- b. Provide additional counseling, as-needed, for LAPL staff who have experienced a traumatic event in the course of their work in the Library.

6. Pilot New LAPL Initiatives

- a. Develop and conduct LAPL requested initiatives to pilot social workers, patrons with lived experience, or social worker interns working in the Library or pilot other innovative approaches to support and assist patrons with housing insecurity or other needs.

7. Increase Connections to Community Resources

- a. Develop collaboration with community entities (e.g., Neighborhood Councils, houses of worship, public agencies, non-profit service organizations, etc.) and establish linkages for referring patrons to obtain services (e.g., housing, health, mental health, etc.) through them.
- b. Develop community resource guides for the Central Library and Branch Libraries that describe the services of local agencies.

8. Increase the Community Resources Available Through the Library

- a. Recruit other community agencies and service providers to participate in **The Source** (an LAPL resource fair tailored to those experiencing homelessness) at the

Central Library and Branch Libraries.

- b. Work with LAPL to increase participation of personal hygiene-related resources (mobile showers, bathrooms and laundry) provided by outside agencies at Library facilities or hosted by nearby organizations. Determine if there is a demonstrated need for these services in the Central Library or at a specific Branch Library.

9. Participate in Library Events to Enroll Patrons in Services Provided by Contractor

- a. Participate in programs, such as **The Source** and **Homeless Connect Days** (an LAPL resource fair tailored to those experiencing homelessness), to enroll patrons in services which the Contractor provides.

10. Recommend Other Programs and Services to Implement

- a. Recommend other programs or services for implementation which are mentioned in this RFQ which the Contractor is able to provide. These will be programs or services not previously conceived by LAPL, but which address one or more issues which patrons bring to the Library setting.

11. Responsibilities for all Selected Contractors

- a. All Contractors are expected to:
 - Engage LAPL staff so that the Contractor learns about Library culture, builds rapport, learns LAPL staff needs, and offers effective support and consultation.
 - Collaborate with LAPL staff and Security staff to plan and execute a unified strategy for engaging patrons consistent with the services provided by Contractor.
 - Support the efforts of other social service agencies or Contractors working in the same Library.
 - Collect and report statistics and data required by LAPL on the Contractor's encounters with patrons and LAPL staff.
 - Ensure that data collected remains confidential and secure.

12. Work Locations

- a. All Contractors will be expected to provide services at the locations as stated in the submitted proposal in response to this RFQ (See Attachment D):

13. Contractor Selection for Available Work

- a. All Contractors will be selected for available work projects based on the instructions in Section 6 ("Notice of Available Work") of Attachment B ("Sample Contract to Provide Mental Health Services and Social Services").

C. CONTENTS OF THE SUBMITTED PROPOSAL

Qualified entities interested in providing the services described in Section B ("Services Required by Library") of this RFQ are requested to submit the following:

1. Cover Letter and Executive Summary

Each proposal should be accompanied by a cover letter and an executive summary not exceeding three (3) pages combined which summarizes key points of the proposal and must include the title, address and telephone, email and contact information of the person or persons who will be authorized to represent the organization regarding all matters

related to the RFQ and any subsequent contract(s) awarded. This letter must be signed by the person or persons authorized to bind the Proposer to all commitments made in the submitted proposal.

2. Proposer Qualifications and Experience

A minimum of three (3) years paid experience in working directly with people experiencing mental health issues, substance abuse issues, housing insecurity; linking patrons with the services they need; and/or, helping patrons address the causes and consequences of their mental health issues, substance abuse issues, or housing insecurity. This part of the proposal shall include the Proposer's statement of qualifications, experience and any additional information to demonstrate proficiency in the following areas of expertise.

3. Proposed Fees

Proposers must include a list of fees to meet the requirements in Section B ("Services Required by Library") of this RFQ. The fees must be stated as hourly, project-based, or a combination thereof.

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

4. References / Letters of Recommendation

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

5. Key Personnel

Provide a list of names, work addresses and work telephone numbers of the key personnel the Proposer will assign to provide the required services as described in this RFQ.

6. Authorized Signatures

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

D. MANDATORY CITY SUBMITTAL REQUIREMENTS AND COMPLIANCE DOCUMENTS

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

1. Declaration of Non-Collusion

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

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

2. Contractor Responsibility Ordinance

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

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

3. Equal Benefits Ordinance (On-Line Submission)

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

The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the City's LABAVN. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

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

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

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

Unless approved for an exemption, Contractors under contracts primarily for the furnishing of services to or for the City that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Proposers shall refer to "Living Wage Ordinance" (Exhibit E.5) and Service Contractor Worker Retention Ordinance (Exhibit E.10) for further information regarding the requirements of the Ordinances.

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

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

Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO or SCWRO Lists of Statutory Exemptions shall apply for exemption from the Ordinance(s) by submitting with their proposal the LWO Non-Coverage Exemption Application (Form OCC/LW-10, Exhibit E.9), the LWO Non-Profit/One Person Contractor Certification of Exemption Form (Form OCC-LW13, Exhibit E.9a), or the Small Business Exemption Application (Form OCC/LW-26A, Exhibit E.9b English or E.9c Spanish), and the SCWRO City Financial Assistance Recipient (CFAR) Application for Non-Coverage or Exemption (if applicable) (Form OCC/SCWRO-1, Exhibit E.11).

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

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

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

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

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

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

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

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

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

6. Disclosure Ordinances Affidavit (On-Line Submission)

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFQ will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code. You must register on LABAVN (www.labavn.org) to access the updated Disclosure Ordinances Affidavit web form. The web form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The web form should be completed and submitted by the time of RFQ submission. The web form will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Proposers/Bidders seeking additional information regarding the requirements of the SDO and DBWCO Disclosure Ordinances may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

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

7. Certification of Compliance with Child Support Obligations

The City of Los Angeles has adopted The Child Support Assignment Orders Ordinance (Exhibit E.12) requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support.

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

8. City Contracts Held Within the Past Ten Years

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

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

9. City of Los Angeles Residence Information

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

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

10. City Ethics Certification and Contributions

CEC Form 50 (Exhibit E.15) requires that any proposer for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a completed CEC Form 50 as proscribed by the City Ethics Commission, that the proposer acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under the Ordinance.

The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection. Proposers may not make campaign contributions to and/or

engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful proposers, twelve (12) months after the contract is signed. The proposer's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

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

Instructions: All Proposers shall complete and return with their proposals the City Ethics Commission's Bidder Certification and Contributions Form 50 (Exhibit E.15) and Form 55 (Exhibit E.16). *Please note that Ethics Forms 50 and 55 must be signed via a software that is accepted by the Ethics Commission, i.e. DocuSign, Adobe* (See Attachment C, Electronic Signature Policy [03/20]).

11. Business Tax Registration Certificate

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

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

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

12. City's Insurance Requirements

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

At selected contractor(s) own cost and expense, the selector contractor(s) and each of its subcontractors shall procure and maintain the minimum insurance requirement for the term of the contract and any additional terms as outlined in Exhibit E.17. Proposer shall purchase policies of general liability and worker's compensation from companies authorized to transact business in the State of California by the Insurance Commissioner. The required insurance must be filed with City Administrative Office, Risk Management

through the City's internet site, www.kwikcomply.org that uses the standard insurance industry form. No work may be done pursuant to the proposed contract resulting from this RFQ until the specified documents have been approved by the City Administrative Officer, Risk Management Section.

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

13. Business Inclusion Program (BIP) Requirements

This is a mandatory outreach which must be performed on-line on LABAVN.

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in City contracts. Equal opportunity will be determined by the proposer's BIP outreach documentation, as described in Exhibit E.18, the Business Inclusion Program Outreach Program, of this RFQ. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Exhibit E.18, Business Inclusion Program of this RFQ for additional information and instructions. The BIP outreach must be performed using the Business Assistance Virtual Network (www.labavn.org).

A Proposer's failure to attend the Mandatory Pre-Proposal Conference and complete the BIP Outreach may result in the proposal being deemed non-responsive to this RFQ. For assistance on how to use LABAVN go to the following website: <http://bca.lacity.org> > contracting resources > LABAVN BIP Outreach Helpful Hints.

14. Contractor Evaluation Program

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

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

15. Local Business Preference Program (If Applicable)

This program is subject to the policies and requirements established by the City Council and the City of Los Angeles Mayor's Office, Ordinance No. 181910, Article 21, Sections 10.47, et seq. of the Los Angeles Administrative Code. The City is committed to

maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (County). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Bidders should be fully informed of this program. (Exhibit E.19).

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

16. Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the “Iran Contracting Act of 2010 Compliance Affidavit” (Exhibit E.20).

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

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

Unless approved for an exemption, Contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Proposers shall refer to the First Source Hiring Ordinance (Exhibit E.21) and Rules and Regulations (Exhibit E.21a) for further information regarding the requirements of the FSHO.

All Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (one (1) page) available on the City of Los Angeles’ Business Assistance Virtual Network (LABAVN) at www.labavn.org prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve (12) months from the date it is first uploaded onto the City’s LABAVN.

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

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

18. COVID-19 Vaccination Requirement (Ordinance 187134)

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

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

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

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

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

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

20. IRS Federal Employer Identification Number

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

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

E. PROPOSAL SUBMISSION AND REQUIREMENTS

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

1. Mandatory Pre-Proposal Conference

A Mandatory Pre-Proposal Conference will be conducted to provide an overview of the RFQ. To obtain the greatest benefit of the meeting, Proposers are strongly encouraged to attend with their direct supervisory personnel/critical project team members (in lieu of business development or sales personnel). **Attendance at the Mandatory Pre-Proposal Conference and Sign-in on the attendance roster is required to satisfy requirements of the City's Business Inclusion Plan submittal (see Exhibit E.18).**

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

posted on www.labavn.org.

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

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

Required registration in advance for this meeting by Monday, March XX, 2002, 5:00 p.m:

Google Form: <https://forms.gle/2AuXfaA24B9VERgi8>

Topic: RFQ 44-0XX to Provide Mental Health Services and/or Social Services
Mandatory Pre-Proposal Conference

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

Join Zoom Meeting

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

Meeting ID: 854 1352 6134

Passcode: 107415

Join by SIP

85413526134@zoomcrc.com

Join by H.323

162.255.37.11 (US West)

162.255.36.11 (US East)

115.114.131.7 (India Mumbai)

115.114.115.7 (India Hyderabad)

213.19.144.110 (Amsterdam Netherlands)

213.244.140.110 (Germany)

103.122.166.55 (Australia Sydney)

103.122.167.55 (Australia Melbourne)

149.137.40.110 (Singapore)

64.211.144.160 (Brazil)

149.137.68.253 (Mexico)

69.174.57.160 (Canada Toronto)

65.39.152.160 (Canada Vancouver)

207.226.132.110 (Japan Tokyo)

149.137.24.110 (Japan Osaka)

Meeting ID: 854 1352 6134

Passcode: 107415

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

2. **Submission Requirements**

Proposals in response to this Request for Qualifications (RFQ) must submit via email to librarysocialservices_2022@lapl.org with any passwords provided for password protected documents.

The email subject of the RFQ response should be as follows: **RFQ 44-0XX To Provide Mental Health Services and/or Social Services "proposer's company name"** by **April XX, 2022 by 5:00 p.m.** Failure to submit the proposal by the deadline will result in disqualification. All documents must be in Portable Document Format (PDF) with optical character recognition (OCR) enabled. Specifications of the documents to be submitted are outlined in Section C ("Contents of the Submitted Proposal") of this RFQ.

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

The LAPL will only evaluate submitted proposals with the appropriate signatures. Please note, signatures sent by email shall be deemed original signatures as designated by the City (See Attachment C, Electronic Signature Policy [03/20]).

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

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

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

2.1 **Proposal Submission Requirements**

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

Bidder instructions to send their RFQ bid:

- a. RFQ bidders must send their Proposal using their own Google Drive.
- b. On the Proposer's Google Drive, create a new folder and name it "RFQ 44-0XX to Provide Mental Health Services and/or Social Services Proposal - <Vendor's Name>."
- c. Place the Proposal to the RFQ and all the required documents into this shared folder, "RFQ 44-0XX to Provide Mental Health Services and/or Social Services Proposal - <Vendor's Name>" and share it with the following:
librarysocialservices_2022@lapl.org.

- d. When a shared Proposal is received by LAPL and the Proposal has been downloaded from the shared folder **librarysocialservices_2022@lapl.org**, LAPL will reply with a returned email confirming receipt of RFQ.
- e. Proposers shall include reference to *"RFQ 44-0XX to Provide Mental Health Services and/or Social Services - <Vendor's Name>"* in the subject line of their email and adhere to the following additional requirements:
 - i. Proposers should submit the Proposal package in a single Google Drive submission.
 - ii. Proposals submitted via Google Drive must be sent from one email address, which must be consistent with an email address provided by the Proposer in reference to Section C.1 ("Cover Letter and Executive Summary"). The LAPL reserves the right to seek clarification or reject the Proposal as non-responsive if the LAPL is unable to determine what documents constitute the complete Proposal.
 - iii. Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proposers submitting Proposals via Google Drive are solely responsible for ensuring that any submissions are not corrupted. The LAPL may reject Proposals that are compressed, cannot be opened, or that contain viruses, malware, or corrupted attachments.
- f. The Proposer bears all risk associated with delivering its Proposal via Google Drive, including but not limited to delays in transmission between the Proposer's computer and the City of Los Angeles email system.
- g. Proposers who submit Proposals via the Proposer's own Google Drive Requirements will be sent a "Notice of Receipt of Response" email within the next business day it was submitted to confirm the receipt of the electronic copy of the response according to the timestamp of the email as received by **librarysocialservices_2022@lapl.org**.
- h. While the LAPL may allow for a Google Drive submission of Proposals, the Proposer acknowledges that email transmissions are inherently unreliable. The Proposer is solely responsible for ensuring that its completed Google Drive Submission of its Proposal has been received before the deadline.

It is the responsibility of all Proposers to check the www.labavn.org website for any RFQ revisions or answers to questions prior to submitting a Proposal in order to ensure their Proposal is complete and responsive.

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

The Los Angeles Public Library reserves the right to extend the submission due date. Any changes to the submission due date will be posted as an addendum to this RFQ at www.labavn.org.

3. Responsibility for Timely Submission of Proposal

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

4. Withdrawal by Proposer

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

5. The City's Rights of Rejection and Withdrawal of RFQ

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

6. Proposal Format

Proposals shall be based only on the material contained in this RFQ, responses based on questions from the Mandatory Pre-Proposal Conference, amendments, addenda, and other material published by the LAPL relating to this RFQ.

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

F. EVALUATION AND SELECTION PROCESS

1. Proposal Responsiveness

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

2. Proposal Evaluation

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

The review criteria will include: proposal quality and responsiveness to the criteria identified in this RFQ; experience and capabilities of assigned staff; Proposer experience and resources; compliance with City policies; and fees and expenses. The LAPL reserves

the sole right to judge the contents of all proposals. Proposals, which at the discretion of the LAPL are incomplete and/or do not follow content and format guidelines, may be disqualified without further consideration.

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

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

3. Evaluation Criteria

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

Evaluation Criteria	Meets RFQ Requirements
Qualifications and Experience requirements	Pass / Fail
Proposed Fees	Pass / Fail
References	Pass / Fail
Recommendation	Pass / Fail

4. Appeal Process

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

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

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

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

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

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

G. GENERAL CONDITIONS

1. Acceptance and Disposition of Proposals

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

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

2. Public Record Act

All proposals submitted in response to this RFQ shall become the property of the LAPL and will be a matter of public record, subject to the State of California Public Records Act (California Code Sections 6250 et seq.). Proposers must identify in writing all copyrighted material, trade secrets, or other proprietary information that the Proposers claim are exempt from disclosure under the California Public Records Act (CPRA). Any Proposer claiming such exemption must identify the specific provision of the California Public

Records Act that provides an exemption from disclosure for each item that the Proposer claims is not subject to disclosure under the California Public Records Act.

Please note that the wholesale use of headers/footers bearing designations such as "confidential," "proprietary," or "trade secret" on all or nearly all of a proposal is not acceptable and may be deemed by the LAPL as a waiver of any exemption claim. The identification of exempt information must be more specific.

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

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

3. RFQ Revisions

Any revision, amendment and addendum made to this RFQ will be posted at www.labavn.org.

4. Transfers, Joint Ventures and Use of Subcontractors

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

5. Information Requested and Not Furnished

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

6. Alternatives

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

7. Proposal Errors

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

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

8. Interpretation and Clarifications

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

9. Cost of Proposal Preparation

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

10. Americans with Disabilities Act

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

11. Contact for Information

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

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

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

12. Standard Provisions for City Contracts

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

H. PROPOSER CHECKLIST

The proposal package should contain the following items.

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

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

SECTION	FORM/DOCUMENT DESCRIPTION		INITIALS	BID PAGE NO.
Exhibit E.12a	*Certification of Compliance with Child Support Obligations			
Exhibit E.13	*City Contracts Held Within the Past Ten Years			
Exhibit E.14	*City of Los Angeles Residence Information			
Exhibit E.15	*Bidder Certification CEC Form 50 (Rev 2/14)			
Exhibit E.16	*Bidder Certification CEC Form 55 (Rev 10/13)			
Exhibit E.17	--Insurance Requirements			
Exhibit E.18	*Business Inclusion Program (BIP) Outreach Process Once Outreach has been completed, provide a copy of the Summary Sheet printout from LABAVN			
RFQ D.3	^Equal Benefits Ordinance			
RFQ D.5	^Non-Discrimination/Equal Employment/Affirmative Action Plan			
RFQ D.6 Exhibit E.24	^Disclosure Ordinances			
RFQ D.11	*Business Tax Registration Certificate			
RFQ D.17 Exhibit E.21& E.21a	^First Source Hiring Ordinance			
RFQ D.20	--IRS Federal Employer Identification Number			

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

KEY:

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

contract be awarded.

ATTACHMENT A

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

EXHIBIT A

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

____ **General Liability**

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability _____

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

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

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

____ **Pollution Liability**

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

____ **Crime Insurance**

Other: _____

ATTACHMENT B to RFQ – SAMPLE CONTRACT

AGREEMENT BETWEEN THE LOS ANGELES PUBLIC LIBRARY AND NAME OF ORGANIZATION TO PROVIDE MENTAL HEALTH SERVICES AND/OR SOCIAL SERVICES

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

WHEREAS, the Library seeks an agreement with professional and experienced organizations to provide mental health services and social services to Library patrons on an as-needed and as-requested basis; and,

WHEREAS, the Library requires the services of a Contractor to provide professional services to meet the mental health services and/or social services needs of Library patrons; and,

WHEREAS, on MONTH XX, 20XX, the Board of Library Commissioners approved the release of a Request for Qualifications to Provide Mental Health Services and/or Social Services (RFQ); and,

WHEREAS, after the Contractor submitted a response to the Request for Qualifications (RFQ) and said response was found to be responsive to the RFQ; and,

WHEREAS, the Contractor's services are professional, expert and technical services to be used by the Library; and,

WHEREAS, it is more economical and feasible for the Contractor to perform such services for the Library; and,

WHEREAS, the Library desires to execute an agreement with the Contractor to provide mental health services and/or social services; and,

WHEREAS, funds are available to compensate the Contractor for materials and services in accordance with this Agreement; and,

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

I.1 DOCUMENTS

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

I.2 The Agreement.

- I.3 Standard Provisions for City Contracts (Rev. 10/21 [v.4]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.
- I.4 The Request for Qualifications to Provide Mental Health Services and/or Social Services issued on MONTH XX, 20XX, attached hereto and incorporated herein by reference hereinafter as Exhibit B.
- I.5 Contractor's response to the Request for Qualifications to Provide Mental Health Services and/or Social Services which is attached hereto and incorporated herein by reference as Exhibit C.
- I.6 Confidentiality Agreement which is attached hereto and incorporated herein by reference as Exhibit D.
- I.7 Selection Documents:
 - Exhibit E – Notice of Available Work
 - Exhibit F – Notice to Proceed
 - Exhibit G – Supplemental Notice to Proceed

The abovementioned "Selection Documents" are incorporated by reference hereinafter as Exhibit E "Notice of Available Work", Exhibit F "Notice to Proceed", and Exhibit G "Supplemental Notice to Proceed". The process to select CONTRACTOR to provide specific mental health services and/or social services is detailed in Section 6 ("Notice of Available Work") of this Agreement.

2.0 ORDER OF PRECEDENCE

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

- 2.1 The Agreement.
- 2.2 Standard Provisions for City Contracts (Rev. 10/21 [v.4]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.
- 2.3 The Request for Qualifications to Provide Mental Health Services and/or Social Services issued on MONTH XX, 20XX, which is attached hereto and incorporated herein by reference hereinafter as Exhibit B.
- 2.4 Contractor's response to the Request for Qualifications to Provide Mental Health Services and/or Social Services which is attached hereto and incorporated herein by reference as Exhibit C.

2.5 Confidentiality Agreement which is attached hereto and incorporated herein by reference as Exhibit D.

2.6 Selection Documents:

Exhibit E – Notice of Available Work

Exhibit F – Notice to Proceed

Exhibit G – Supplemental Notice to Proceed

3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions shall be applicable and required by the Standard Provisions for City Contracts (Rev. 10/21 [v.4]) (Exhibit A).

4.0 TERM OF AGREEMENT

The term of this Agreement shall be for five (5) years. The initial term of this Agreement shall begin upon the date of execution.

5.0 SCOPE OF WORK

5.1 CONTRACTOR shall provide the types of mental health services and/or social services as described in the RFQ (Exhibit B).

5.2 CONTRACTOR shall provide the types of mental health services and/or social services as describe in CONTRACTOR's response to the RFQ (Exhibit C).

5.3 The Library will request mental health services and/or social services in writing in accordance with Section 6 ("Notice of Available Work") this Agreement. There is no minimum amount of work, services to be requested or materials guaranteed in this Agreement.

6.0 NOTICE OF AVAILABLE WORK

The following is the process that the LIBRARY will utilize to select specific CONTRACTORS for specific mental health services and/or social services during the term of this Agreement:

6.1 LIBRARY, on an as-needed and as-requested basis, will issue a Notice of Available Work to all applicable CONTRACTORS, substantially in the form included as Exhibit E of this Agreement. The Notice of Available Work will detail the requirements and information of the specific project, including deliverables and duration of the project.

6.2 CONTRACTORS interested will respond with a written project proposal which must include:

A. A cost estimate which may be presented in an hourly rate of assigned personnel or by an overall specific project cost.

- B. CONTRACTOR staff allocation and staff time as applicable to the Notice of Available Work to meet the needs of the specific project.
- C. Any additional information for the LIBRARY to consider and which CONTRACTOR requires to meet the needs of the Notice of Available Work.

6.3 LIBRARY will select the CONTRACTOR it deems best for the specific project from the Notice of Available Work responses received. An evaluation of submissions will be conducted by LIBRARY staff and scored in the four criteria stated as below:

CRITERIA CATEGORY	MAXIMUM POINTS
Ability to perform the requested work by demonstrating an understanding of the needs of the Library and Library patrons.	30
Ability to perform the requested work by demonstrating past experience on similar projects.	30
Ability to provide the requested work at a reasonable cost to the Library.	20
Submission of a high-quality professional response demonstrating the ability to perform the requested work.	20
TOTAL	100

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

7.0 PAYMENT

The amount payable to Contractor for services and materials during the term of

this Agreement shall be as proposed in the Contractor's response to the Request for Qualifications (Exhibit C).

The Library's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If the Library appropriates additional funds for this Agreement, the Library's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement.

No amount of work or payment is guaranteed. The amount of materials and services to be acquired from the Contractor annually will not exceed \$X.XX per fiscal year (July 1 – June 30).

8.0 BILLING AND INVOICES

8.1 Contractor shall submit itemized invoices to the Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld.

8.2 To ensure that services provided under personal services contracts are measured against services as detailed in this Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. Contractor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:

- i. Name and Address of Contractor
- ii. Name and Address of City Department being billed (Library Department)
- iii. Date of invoice and period covered.
- iv. Agreement Number or Authority Number
- v. Description of completed task(s) and amount due for task(s), including:
 - a. Name of personnel working on task.
 - b. Hours spent on tasks and time sheet supporting charges (if applicable).
 - c. Total amount due.
 - d. Signature of duly authorized officer.
 - e. 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 Contractor.

Evidence that tasks have been completed, in the form of a report or other material shall be attached to all invoices. Invoices shall be submitted to the Library by Contractor within thirty (30) days of service or monthly. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 13.0 of this Agreement. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform Contractor of any defect within ten (10) business days of receipt of the invoice from Contractor, and Contractor shall have five (5) business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than sixty (60) days after receipt by the Library.

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

Invoices shall be submitted to: Los Angeles Public Library
Attention: Business Office (M/S 300)
630 West 5th Street
Los Angeles, CA 90071

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

9.0 TERMINATION

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

10.0 OWNERSHIP

All documents and records (hereinafter collectively referred to as "documents") provided by Library to Contractor shall remain the property of Library and must be returned to Library upon termination of this Agreement or at the request of the

Library. The provisions of this article shall survive the termination of this Agreement.

11.0 AMBIGUITY

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

12.0 DISCLOSURE INFORMATION

12.1 All documents and information provided to Contractor by the Library are confidential. All materials are to be considered confidential. Contractor agrees not to provide documents or materials, nor disclose their content or any information therein, either orally or in writing, to any other person or entity, except as authorized by the Library or as required by law. Contractor shall immediately notify the Library Representative identified in Section 13.0 below of any attempt by a third party to obtain access to documents or materials.

12.2 The provisions of this section survive termination of this Agreement.

13.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. Library and Contractor shall notify, in writing, the other Party of any changes in the following information within five (5) working days of such change.

CONTRACTOR'S REPRESENTATIVE

Name:
Title:
Address:

Mobile:
Office:
Email:

LIBRARY'S REPRESENTATIVE

Name:
Title:
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-XXXX
Email: XXXX@lapl.org

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

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) business days of such change.

14.0 INDEPENDENT CONTRACTOR

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

15.0 RETENTION OF RECORDS

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

16.0 NO THIRD-PARTY BENEFICIARIES

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

17.0 CONFIDENTIALITY

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to Contractor by the City, and other documents to which the Contractor has access

during the term of this Agreement are confidential information (“Confidential Information”).

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

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Exhibit D. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

18.0 CONTRACTOR’S INTERACTION WITH THE MEDIA

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

19.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that the requirements of Sections 17.0 (“Confidentiality”) and 18.0 (“Contractor’s Interaction with the Media”) are provided to and apply to all subcontractors of this Agreement.

20.0 CONTINUED REQUIREMENTS

The requirements of this Sections 17.0 (“Confidentiality”), 18.0 (“Contractor’s Interaction with the Media”), and 19.0 (“Requirements Apply to all Subcontractors”) survive termination of the Agreement.

21.0 NON-EXCLUSIVE AGREEMENT

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

22.0 BORDER WALL BID DISCLOSURE

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

23.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT/AGREEMENT NO. _____

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

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

By _____
NAME
Title
Company Name

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

City of Los Angeles Confidentiality Agreement

I understand that my employer, _____, (hereinafter referred to as "Contractor"), has entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles, acting by and through its Board of Library Commissioners (hereinafter "City" or "Library"), to provide various services to the Library.

I will provide temporary services to Library and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by Library pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made through Contractor and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information and any other Library information in my possession. I agree to use the same standard of care to protect City's Confidential Information as I use to protect my own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City, or completion or termination of my assignment under the

Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Information has been returned or destroyed.

This Agreement is to apply in conjunction with any prior confidentiality agreement between myself, Contractor and/or City, and will not nullify such agreements; however, this Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

Print Contractor Name

Print Contractor Representative Name

Print Contractor Representative Title

Contractor Representative Signature

Date

Print Employee Name

Print Employee Title

Employee Signature

Date

Print Agreement Number

**BOARD OF LIBRARY
COMMISSIONERS**

BICH NGOC CAO
PRESIDENT

KATHRYN EIDMANN
VICE-PRESIDENT

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JOSEFA SALINAS

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BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**LOS ANGELES
PUBLIC LIBRARY
ADMINISTRATIVE OFFICES**

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

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

JOHN F. SZABO
CITY LIBRARIAN

DATE

CONTRACTOR NAME
CONTRACTOR ADDRESS
CONTRACTOR ADDRESS

**RE: MENTAL HEALTH SERVICES AND/OR SOCIAL SERVICES – NOTICE TO
PROCEED WITH NOTICE OF AVAILABLE WORK NO. YEAR-XXX**

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

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

Term of Project:
Cost / Pricing:

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

Sincerely,

NAME
Project Manager
Los Angeles Public Library

cc: LAPL Business Office

**LOS ANGELES PUBLIC LIBRARY
MENTAL HEALTH SERVICES AND/OR SOCIAL SERVICES
Notice of Available Work No. Year-XXX
Released DATE**

DESCRIPTION OF PROJECT

Narrative of Project and Deliverables

Bid Due: *Date*
 Time
 Location

Email Bid To: *LAPL Staff Email*

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

Please email any questions to the contact person identified above.

OVERVIEW

Project Budget

Project Timeline

Bid Submittal Requirements and Specifications

In order to be considered for this specific project, please submit the following for review and evaluation by the Library. Provide one (1) bound response to this Notice of Available Work to include:

Submittal Requirements and Specifications including Cost

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

Evaluation

The evaluation of the submission will be conducted by Library staff and include a review for professionalism, including presentation of material and accuracy of information.

The submission which best meets the needs of the Library and the bid submittal requirements and specifications, and has the best cost for the Library will be recommended for award of a contract.

The selected Contractor will be notified of the award, and a *Term of Contract* will be submitted for review by the Mayor's Office and approval by the City Librarian.

Exhibits

All terms and conditions of the Mental Health Services and/or Social Services Agreement shall remain in full force and in effect.

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

By:

Project Manager
Los Angeles Public Library

Date:

**BOARD OF LIBRARY
COMMISSIONERS**

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PRESIDENT

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(TOLL FREE NO.)

JOHN F. SZABO
CITY LIBRARIAN

DATE

CONTRACTOR NAME
CONTRACTOR ADDRESS
CONTRACTOR ADDRESS

**RE: MENTAL HEALTH SERVICES AND/OR SOCIAL SERVICES –
SUPPLEMENTAL NOTICE TO PROCEED WITH NOTICE OF AVAILABLE
WORK NO. YEAR-XXX**

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

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

- 1.
- 2.
- 3.

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

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

Sincerely,

NAME
Project Manager
Los Angeles Public Library


cc: LAPL Business Office

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

ATTACHMENT C

DATE: March 19, 2020

TO: ALL CITY DEPARTMENT HEADS

FROM: Shannon Hoppes, Chief Procurement Officer
Mayor's Office of Budget and Innovation 

Subject: Electronic Signature Policy

Purpose and Scope

This Citywide Electronic Signature Policy shall be implemented by all City Offices and Departments to promote efficiency, improve productivity, reduce waste, and ensure convenient and timely access to City services. This Policy furthers the City's goals to reduce the consumption of paper and the storage of paper documents.

This Policy establishes where electronic signature technology may replace a wet/manual signature, with the objective of promoting the use of paperless, electronic documents whenever appropriate and allowed by law and/or ordinance. This Policy applies to all signatures used in processing various City documents and assumes the City signer has been granted the authority to sign.

To the fullest extent permitted by law, the City accepts electronic or scanned signatures as legally binding and equivalent to wet/manual signatures.

Policy

This Policy applies to contracts, documents and/or forms requiring a signature of any person where the signature is intended to show authorship, approval, authorization, or certification, as allowed by law. It is the goal of this Policy to encourage the use of electronic or scanned signatures in all internal and external activities, documents, forms, and transactions where it is operationally feasible to do so, where existing technology permits, where it is efficient to do so, and in otherwise appropriate activities based on the Department's preferences in consultation with the City Attorney's Office. In such situations, affixing an electronic or scanned signature to the document in a manner consistent with this Policy shall satisfy the City's requirements for signing a document.

Unless otherwise prohibited by law or City policy, an electronic or scanned signature shall have the same force and effect as a contract executed with an original ink signature. Departments may use electronic signatures to execute all City contracts and related documents, provided the electronic signatures are appropriate, available, and comply with applicable laws.

The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, forms, documents or other electronic means of a copy of an original signed contract.

The terms "digital signature" and "electronic signature" may sound similar. However, a digital signature is a specific type of electronic signature that uses cryptography technology. In the event Departments feel that federal, state, or municipal law requires a

digital signature, Departments should seek the advice of the City Attorney's Office. Very few City documents will require digital signatures, and an electronic signature will be sufficient.

Types of Documents Permitted for Electronic and Scanned Signature

This Policy is intended to broadly support the use of electronic signatures. Departments are encouraged to consult with the City Attorney's Office if Departments are uncertain if the electronic/scanned signature is acceptable for a document. However, below are examples of the types of documents where electronic/scanned signatures are allowed:

- | | |
|---|--------------------|
| a) Memos, forms, board letters and other correspondence | Electronic/Scanned |
| b) Contracts | Electronic/Scanned |
| c) Certificates and permits | Electronic/Scanned |
| d) Notarized document | Scanned |

Please note that Ethics Forms 50 and 55 must be signed via a software that is accepted by the Ethics Commission (i.e. DocuSign, Adobe).

Definitions

Awarding Authority is any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for, or on behalf of, the City of Los Angeles.

Contract is any agreement, franchise, lease or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof. Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention.

Digital Signature is a specific signature technology implementation of electronic signature that uses cryptography [i.e. Public Key Infrastructure (PKI) technology to issue digital certification] to provide additional proof of the identity of the signer and integrity of a document. PKI technology is accepted by the California Secretary of State for digital signatures created by public entities. As noted above, digital signatures will not be required for most City contracts, documents, or forms.

Electronic Record is a record created, generated, sent, communicated, received, or stored by electronic means.

Electronic Signature is an electronic identifier, created by computer, attached or affixed to or logically associated with an electronic record, executed or adopted by a person with the intention of using it to have the same force and effect as the use of a manual signature.

Electronic Transaction is a transaction conducted or performed, in whole or in part, by electronic means or electronic records

Public Key Infrastructure (PKI) is a set of roles, policies, hardware, software and procedures needed to create, manage, distribute, use, store and revoke digital certificates and manage public-key encryption.

Scanned Signature is a manual signature that has been placed on a document that has been scanned into an electronic record.

Signature is a mark or sign (including a full name, initial, or identifying) made by an individual on an instrument or document to signify knowledge, approval, acceptance, or obligation.

ATTACHMENT D TO RFQ

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 44-XXX
TO PROVIDE MENTAL HEALTH SERVICES AND/OR SOCIAL SERVICES**

Proposer Checklist of Services Provided and Location Availability

To be considered for the list of qualified entities to provide mental health services and/or social services, Proposers must provide at least one of the following services. Proposers are NOT required to be able to provide all of the following services. **Proposers must include this checklist in their submitted response to this RFQ.** For a description of the services list below, please refer to RFQ Section B ("Services Required by Library"). All Proposers are advised to read Section B.11 of the RFQ to be aware of responsibilities for all Contactors selected in response to this RFQ.

Name of Proposer:	
Skills and Services from Section B ("Skills and Services Required") of this RFQ	Check Below if Proposer Provides the Skills or Services
1. Prevent Disruptive Incidents by Patrons	
2. Connect Patrons to Needed Services	
3. Develop and Present Training and Workshops that Address the Needs of Library Patrons	
4. Train Library Staff and Volunteers	
5. Provide Support for Library Staff and Volunteers	
6. Pilot New LAPL Initiatives	
7. Increase Connections to Community Resources	
8. Increase the Community Resources Available Through the Library	
9. Participate in Library Events to Enroll Patrons in Services Provided by Contractor	
10. Recommend Other Programs and Services to Implement	

To be considered for the list of qualified entities to provide mental health services and/or social services, Proposers must provide service to at least one of the following Library Areas (See RFQ Attachment E for full list of Libraries).

Library Areas	Check Below if Proposer will Provide Service to the Area
Central Library	
Northeast Area	
Hollywood Area	
Central Southern Area	

Western Area	
West Valley Area	
East Valley Area	



Library Directory

*Regional Branches

Richard J. Riordan
 Central Library and
 Administrative Offices
 630 W. 5th St.
 Los Angeles, CA 90071
 (213) 228-7000

Central Southern Area

- 26 **Angeles Mesa** 2700 W. 52nd St. (323) 292-4328
- 30 **Ascot** 120 W. Florence Ave. (323) 759-4817
- 06 ***Exposition Park** 3900 S. Western Ave. (323) 290-3113
- 68 **Harbor City/Gateway** 24000 S. Western Ave. (310) 534-9520
- 17 **Jefferson** 2211 W. Jefferson Blvd. (323) 734-8573
- 34 **John Muir** 1005 W. 64th St. (323) 789-4800
- 07 **Junipero Serra** 4607 S. Main St. (323) 234-1685
- 45 **Mark Twain** 9621 S. Figueroa St. (323) 755-4088
- 09 ***San Pedro** 931 S. Gaffey St. (310) 548-7779
- 14 **Vermont Square** 1201 W. 48th St. (323) 290-7405
- 04 **Vernon** 4504 S. Central Ave. (323) 234-9106
- 43 **Watts** 10205 Compton Ave. (323) 789-2850
- 10 **Wilmington** 1300 N. Avalon Blvd. (310) 834-1082

East Valley Area

- 62 **Lake View Terrace** 12002 Osborne St. (818) 890-7404
- 37 ***North Hollywood** 5211 Tujunga Ave. (818) 766-7185
- 53 **Pacoima** 13605 Van Nuys Blvd. (818) 899-5203
- 39 **Panorama City** 14345 Roscoe Blvd. (818) 894-4071
- 51 **Sherman Oaks** 14245 Moorpark St. (818) 205-9716
- 25 **Studio City** 12511 Moorpark St. (818) 755-7873
- 52 **Sun Valley** 7935 Vineland Ave. (818) 764-1338
- 35 **Sunland-Tujunga** 7771 Foothill Blvd. (818) 352-4481
- 54 **Sylmar** 14561 Polk St. (818) 367-6102
- 57 **Valley Plaza** 12311 Vanowen St. (818) 765-9251
- 23 **Van Nuys** 6250 Sylmar Ave. Mall (818) 756-8453

Hollywood Area

- 44 **Atwater Village** 3379 Glendale Blvd. (323) 664-1353
- 20 **Cahuenga** 4591 Santa Monica Blvd. (323) 664-6418
- 61 **Fairfax** 161 S. Gardner St. (323) 936-6191
- 48 **Felipe de Neve** 2820 W. Sixth St. (213) 384-7676
- 11 ***Goldwyn-Hollywood** 1623 N. Ivar Ave. (323) 856-8260
- 12 **John C. Fremont** 6121 Melrose Ave. (323) 962-3521
- 36 **Los Feliz** 1874 Hillhurst Ave. (323) 913-4710
- 49 **Memorial** 4625 W. Olympic Blvd. (323) 938-2732
- 70 **Pico Union** 1030 S. Alvarado st. (213) 368-7545
- 03 **Pio Pico-Koreatown** 694 S. Oxford Ave. (213) 368-7647
- 41 **Washington Irving** 4117 W. Washington Blvd. (323) 734-6303
- 31 **Will & Ariel Durant** 7140 W. Sunset Blvd. (323) 876-2741
- 29 **Wilshire** 149 N. St. Andrews Pl. (323) 957-4550

Northeast Area

- 05 ***Arroyo Seco** 6145 N. Figueroa St. (323) 255-0537
- 01 **Benjamin Franklin** 2200 E. First St. (323) 263-6901
- CL ***Central Library** 630 W. 5th St. (213) 228-7000
- 63 **Chinatown** 639 N. Hill St. (213) 620-0925
- 28 **Cypress Park** 1150 Cypress Ave. (323) 224-0039
- 32 **Eagle Rock** 5027 Caspar Ave. (323) 258-8078
- 08 **Echo Park** 1410 W. Temple St. (213) 250-7808
- 69 **Edendale** 2011 W. Sunset Blvd. (213) 207-3000
- 21 **El Sereno** 5226 Huntington Dr. S. (323) 225-9201
- 02 **Lincoln Heights** 2530 Workman St. (323) 226-1692 203
- 64 **Little Tokyo** S. Los Angeles St. (213) 612-0525
- 18 **Malabar** 2801 Wabash Ave. (323) 263-1497 803
- 19 **R.L. Stevenson** Spence St. (323) 268-4710
- 72 **Silver Lake** 2411 Glendale Blvd. (323) 913-7451


West Valley Area

- 24 **Canoga Park** 20939 Sherman Way (818) 887-0320
- 60 **Chatsworth** 21052 Devonshire St. (818) 341-4276
- 47 **Encino-Tarzana** 18231 Ventura Blvd. (818) 343-1983
- 56 **Granada Hills** 10640 Petit Ave. (818) 368-5687
- 66 ***Mid-Valley** 16244 Nordhoff St. (818) 895-3650
- 59 **Northridge** 9051 Darby Ave. (818) 886-3640
- 65 **Platt** 23600 Victory Blvd. (818) 340-9386
- 67 **Porter Ranch** 11371 Tampa Ave. (818) 360-5706
- 50 ***West Valley** 19036 Vanowen St. (818) 345-9806
- 58 **Woodland Hills** 22200 Ventura Blvd. (818) 226-0017

Western Area

- 46 **Baldwin Hills** 2906 S. La Brea Ave. (323) 733-1196
- 16 **Brentwood** 11820 San Vicente Blvd. (310) 575-8273
- 33 **Hyde Park** 2205 Florence Ave. (323) 750-7241
- 38 **Mar Vista** 12006 Venice Bl. (310) 390-3454
- 15 **Palisades** 861 Alma Real Dr. (310) 459-2754
- 22 **Palms-Rancho Park** 2920 Overland Ave. (310) 840-2142
- 55 **Playa Vista** 6400 Playa Vista Dr. (310) 437-6680
- 42 **Robertson** 1719 S. Robertson Blvd. (310) 840-2147
- 40 **Venice** 501 S. Venice Blvd. (310) 821-1769
- 27 ***West Los Angeles** 11360 Santa Monica Blvd. (310) 575-8323
- 13 **Westchester-Loyola** 7114 W. Manchester Ave. (310) 348-1096
- 71 **Westwood** 1246 Glendon Ave. (310) 474-1739

Browse the library's collection, download music, renew materials, reserve a computer, and more at www.lapl.org.

-  Central Southern Area
-  East Valley Area
-  Hollywood Area
-  Northeast Area
-  West Valley Area
-  Western Area
-  Central Library
-  Regional Branch
-  Neighborhood Branch

