

CITY OF LOS ANGELES  
STANDARD LANGUAGE  
PROFESSIONAL SERVICES AGREEMENT

Agreement No.

Project /Program Title: Document and Records Management

Contractor: PFA Incorporated

Doing Business As: PFA Inc.

Type of Organization: Private Corporation

State Corporate Number: C0545856

D-U-N-S® Number: 128183274

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AGREEMENT NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
PFA INCORPORATED

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and PFA Incorporated, a Private Corporation, hereinafter called the Contractor.

RECITALS

WHEREAS, the Housing and Community Investment Department, hereinafter called the HCIDLA, is charged with the development of citywide housing policy and support of safe and livable neighborhoods through the promotion, development and preservation of decent and affordable housing; and

WHEREAS, the HCIDLA cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the project that is the subject of this Agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded in the HCIDLA budget by the Low and Moderate Income Housing Fund; and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number), dated [date], which authorizes the General Manager of the Los Angeles Housing and Community Investment Department to prepare and execute the Agreement.

NOW, THEREFORE, the City and the Contractor agree as follows:

## **1. INTRODUCTION**

### **§101 Parties to the Agreement**

The parties to this Agreement are:

The City of Los Angeles, a municipal corporation, having its principal office at  
200 North Main Street,  
Los Angeles, California 90012.

The Contractor, known as PFA Incorporated having its principal office at  
9980 Glenoaks Boulevard, Suite F  
Sun Valley, CA 91352-1024

### **§102 Representatives of the Parties and Service of Notices**

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

The representative of the City shall be, unless otherwise stated in the Agreement:  
Mercedes M. Márquez, General Manager  
Los Angeles Housing and Community Investment Department  
1200 West 7th Street, 9th Floor  
Los Angeles, CA 90017

With copies to:  
Greg Kung, Director of Systems  
Los Angeles Housing and Community Investment Department  
1200 West 7th Street, 9th Floor  
Los Angeles, CA 90017

The representative of the Contractor shall be:  
James Harper, President  
PFA, Incorporated  
9980 Glenoaks Boulevard, Suite F  
Sun Valley, CA 91352-1024

With copies to:  
Christian Harper, Secretary  
9980 Glenoaks Boulevard, Suite F  
Sun Valley, CA 91352-1024

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

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

### **§103 Independent Contractor**

The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is

hired or retained under this Agreement. 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 the City.

**§104 Conditions Precedent to Execution of this Agreement**

Contractor shall provide copies of the following documents to the City:

- A. Proof of insurance as required by the City in accordance with Section 414 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 29 CFR Parts 97.35 and 98.510 in accordance with §416.A.13 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §416.A.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.
- D. A Notice of Prohibition Against Retaliation attached as Exhibit D to this Agreement - Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.
- E. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit E and made a part of hereof.
- F. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §419.
- G. City of Los Angeles Affirmative Action Plan, a copy of which is located at <http://bca.lacity.org/site/pdf/aa/aaformwo.pdf>.
- H. A Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with §421 of this Agreement and the Slavery Disclosure Ordinance in accordance with §423.
- I. Contractor shall submit a Code of Conduct to the City for approval and that it must meet the requirements of §415 Conflict of Interest of the Agreement.

**2. TERM AND SERVICES TO BE PROVIDED**

**§201 Time of Performance**

The term of this Agreement shall be for a period of one (1) year from the effective date of the final signatures and approval by HCIDLA, City Attorney, and Contractor, unless terminated earlier as set forth in Section 4 of this Contract. The City reserves the right and option to renew this Contract for two (2) additional one-year terms, not to exceed a maximum of three (3) years. Such option shall be effected through a letter to Contractor signed by the City's Representative and the contractor. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §414 herein.

**§202 Services to be Provided by the Contractor**

The Contractor shall provide processing and duplicating of microfilm and conversion services for paper, microfilm, and digital images and indexing of documents and images which are supported by the work task schedule identified in this section. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The Contractor shall provide services as follows:

**A. DIGITAL IMAGING SERVICES (Work Order Fixed Price)**

**1. Create Digital Images from Paper**

Preparing Documents for Scanning - Normally, the Documents will be prepared for scanning by City staff. Staples will be pulled; torn edges repaired and document separator sheets inserted if needed. However, the Proposer shall provide a cost to prepare Documents for scanning and a basis for that price or list of prices. The cost basis shall be in sufficient detail for the City to properly evaluate and accurately include Document preparation in their budgets for a wide variety of scanning projects.

**2. Unique Sequential Scan Number**

Each scanned page or photo shall be imprinted with a unique sequential scan number on the trailing edge of the page. Two-sided pages shall be stamped on the front and back with a unique sequential number. The City shall provide the starting number and format for the scan sequence number. The beginning and ending sequential scan number for each Document will be captured by the Contractor in the Document index. Refer to Item B. INDEXING SERVICES for details on indexing images.

**3. Scanning Documents**

All Documents, unless specified otherwise, must be scanned as black and white text searchable PDF images at a resolution of 300 DPI. Images and the corresponding Document index information are to be provided to HCIDLA on a DVD formatted to read in any drive.

**4. Scanning Photos**

Photos to be scanned exist on copier quality paper (e.g., 25 lb. bond), Polaroid, or matte or glossy finish photographic paper ranging in size from 4" x 4" to 8 ½" x 11". They are normally mounted on an 8.5" x 11" card stock provided by the City. Images and corresponding Document indexes are to be provided to HCIDLA on a DVD formatted to read in any drive.

**5. Color Photos**

All color photos, unless specified otherwise, must be scanned at a resolution of 150 DPI in 24-bit color as a JPEG image. Color photos cannot be written to Archive Writer film.

**6. Black and White Photos**

All black and white photos, unless specified otherwise, must be scanned at a resolution of 150 DPI in 8-bit grey scale as a JPEG image.

**7. Returning Scanned Paper Documents and Photos to the City**

Documents must be placed in the same City records retention box they were in when provided to the Contractor for scanning services. The Documents must be placed in imprinted number order for newly scanned Documents.

8. Quality Assurance for Scanned Images

The Contractor shall check each image for clarity and ensure that it matches the indexed record. The image quality must be at least as good as the original from which it was created.

9. Determining Cost for Creating Digital Images

HCIDLA realizes that the quality of media and images being scanned and the number of images to be scanned are key factors in determining the cost of that work. However, the City requires for funding purposes that all costs related to this and all the other tasks listed in this Contract be pre-determined. Therefore, a price table for scanning images (from paper and microforms) must be completed. A table with pricing factors and an explanation of the factors has been provided as Exhibit G.

B. INDEXING SERVICES

1. Universal Indexing Rules

a. Unless specified otherwise in a Work Order or in this Contract, the rules listed herein apply to indexing all Documents which are processed as part of the Contract.

b. Validity Check – Street Name and Street Suffix (a.k.a. Street Type)

The City will provide an ASCII file containing valid Street Names and Street Suffixes. The Contractor must incorporate this data in their indexing programming so that Street Names and Street Types being indexed by their employees will be electronically compared to the data supplied by the City. From time to time, the City will provide an updated list.

c. Validity Check – General

The following types of validity checks must be performed electronically to ensure accuracy:

i. Dates

Unless specified otherwise in a Work Order, the date format shall be MM/DD/YYYY with MM = Month, DD = Day, and YYYY = Year, including the century. For example, "02/10/2003" represents February 10, 2003.

ii. Fields specified by the City as numeric fields shall be checked to ensure that all digits are numbers.

Fields specified by the City as a character must not be converted to a numeric field even if it contains only numbers. For example, the Tax Assessor Number fields (e.g., Book, Page, Parcel Numbers), if indexed, must be character fields, even though they contain only numbers. If leading zeros are stripped away, as is the case when a field is defined as a numerical field, the value will no longer be correct. Thus "0213010007" is not the same as "213010007."

2. XML File Format



All indexes shall be provided by the Contractor to the City using the XML format specified by the City. A draft version of the current format has been provided in Appendix B of RFP No. 2012MCD0002. The format, including Tag names, must be exactly the same as specified by the City. This format may change from time-to-time, as needs change. Minor changes shall be done by the Contractor at no additional charge to the City. Changes requiring more than four hours of verifiable work by the Contractor may require a Contract amendment or change request. All changes shall be made only after authorization has been given for the changes by the City to the Contractor.

3. Multiple Values for the Same Field

Multiple values in the same field must be indexed as a separate XML value. For example, a Document with two addresses requires two address records. The flat file could contain from five to 70 fields. The final index product will be provided in a specific XML format on a CD (formatted to read in any drive) with the images. The current XML format has been attached to these specifications as Appendix B of RFP No. 2012MCD0002.

4. Indexing Digital Images Using Existing Data

The City will provide an ASCII flat file of the data to be matched to a digital image. The basic concept is that the Contractor will scan paper or a photo(s) or digitized film, then retrieve the City data using a unique identifier, such as a permit number, and associate it with the corresponding digital image created from paper, photos, or film. The Contractor will be required to clean up errors in the existing data wherever possible using data entry rules provided by the City. These errors include misspelled street names, incorrect permit numbers based on permit number format rules provided by the City, and invalid dates.

5. Indexing Digital Images without Using Existing Data

The Contractor will index the digitized Documents using the data entry rules provided by the City. The final index product will be provided in a specific XML format on a CD (formatted to read in any drive) with the images.

6. Quality Assurance for Indexing Images

The price of indexing shall include all steps by the Contractor, such as double keying the images, necessary to ensure 99.95 percent accuracy at the character level.

C. LOCATION OF WORK

All scanning, and storage of HCIDLA Documents to be processed, whether they exist on film, paper, or other media, under this Contract, shall be completed by the Contractor at the Contractor's premises.

D. OFF-HOURS WORK

Contractor agrees that, when a service must be expedited over the expected turnaround time, there is no additional charge for "same day," "next day," and "off-hours" processing. This section shall not apply to data entry services.

E. COMMENCING AND COMPLETING WORK

1. No work shall begin until the Contract has been executed and, if the work requires a Work Order (e.g., indexing Documents and converting film and Documents to digital images), the Contractor receives a Work Order signed by both the Contractor's and City's authorized

representatives. The work shall be commenced and completed as required within these specifications and within the following time limits:

2. If the work requires a work order, the work must be commenced within ten (10) calendar days from the date of receiving the approved work order.
3. Contractor shall complete the work as specified in this Contract. All work shall be completed within the agreed-upon time frames.

**F. DELIVERING COMPLETED WORK**

The Contractor is fully responsible for pick-up and delivery of all items to be processed under this Contract. The pick-up of items to be processed and delivery of all processed items shall be during normal working hours to the following address:

Los Angeles Housing and Community Investment Department  
1200 W. 7th Street, 9th floor  
Los Angeles, CA 90017

**G. ACCESS TO AND INSPECTION OF CONTRACTOR'S PREMISES**

All designated City personnel shall be allowed access to inspect the Contractor's premises and view the processing of all Department work to be performed under this Contract (with the exception of data entry) any time during normal working hours. No person, except those authorized by HCIDLA, shall have access to any of HCIDLA's work at any time. A letter of authorization will be given to the Contractor listing the persons authorized to have access to HCIDLA's work.

**3. PAYMENT**

**§301 Compensation and Method of Payment**

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed One Hundred and Fifteen Thousand Dollars (\$115,000). The foregoing rate represents the total compensation to be paid by City to Contractor for services to be performed as designated by this Agreement.

1. Acceptance of Deliverables by City

Contractor shall make batch deliveries of work units of completed microfilm, digitized documents and index data to the City, as follows:

Deliverable to be reviewed	Quantity	Review Period
Processed Microfilm Master 1	1 roll	5 working days/master roll
Processed Microfilm Master 2	1 roll	7 working days/master roll
Digitized Images Transferred to Microfilm		5 working days/master roll
Roll to Roll Microfilm Duplication	1 to 20 rolls	5 working days/master roll
Paper/Microfilm Scanning (approx. 50,000 images)		5 working days/batch*
Index Data		5 working days/batch*

\*This presumes a weekly batch delivery of approximately 50,000 digitized image and associated index records.

2. In the event that a batch delivery consists of more than one work unit, the review period for each batch shall be extended by an additional 3 working days for each additional work unit.
  3. At or before the conclusion of the review period, City shall submit a written, dated notification to Contractor of City's acceptance or rejection of the work delivered by Contractor, based on standards stipulated herein, and if work is rejected, listing the cause of rejection and the defects which require correction.
  4. In the event that the City has not submitted to Contractor a written notification of acceptance of work delivered within 60 (sixty) days of its delivery, it shall be conclusively presumed, unless mutually agreed otherwise, that said delivered work has met the agreed-upon quality standards, and Contractor shall be deemed to have fully performed its duties and obligations under this Contract with respect to same. The parties may not extend the review period deadline on individual materials or services without prior mutual written agreement.
- B. The Contractor shall submit monthly invoices to HCIDLA. Each monthly invoice shall a) be submitted on the Contractor's letterhead, b) include the name, hours and rate of pay for all personnel to be paid; c) include evidence of the completed project; d) include supporting documentation for all approved purchases of equipment or supplies and e) shall be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.
- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
1. Payment to Contractor will be authorized after acceptance of the deliverables and receipt of a properly completed invoice (in that order).
  2. In no event will payment be made prior to the City's verifying and approving: 1) the services were received; 2) the work was approved; 3) a proper invoice has been submitted, and, 4) insurance requirements have been met.
  3. To ensure that services provided under professional services contracts are measured against services as detailed in the Contract, the Controller of the City of Los Angeles has developed policy requiring that specific supporting documentation be submitted with invoices.
  4. The Contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:
    - a. Name and address of Contractor
    - b. Name and address of City department being billed
    - c. Date of invoice and period covered
    - d. Contract number
    - e. Work Order number
    - f. Description of completed task and amount due for task, including name of personnel working on task hours spent on task and timesheet supporting charges (if applicable), rate per hour and total due.

- g. Original manufacturer's invoice for items where the cost or cost plus is supported by the contract.
    - h. Certification by a duly authorized officer
    - i. Discount and terms (if applicable)
    - j. Remittance Address (if different from company address)
  5. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed (e.g. a copy of HCIDLA's signed notice of acceptance) shall be attached to all invoices. Invoices shall be submitted within 30 days of receipt of HCIDLA's written notification of acceptance. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City.
  6. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.
  7. Prices for all goods and services provided to City by Contractor under this Contract shall be in accordance with the prices imbedded within this Contract as Standard Fixed Prices and as set forth in the Pricing Tables for Digitizing and Indexing Services as Work Order Fixed Prices (Exhibit G).
  8. Vendor shall offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discount to payments made under this Agreement, which meet the discount terms.
  9. The City is not liable for delays in payment caused by failure of the Contractor to deliver the invoice to the correct billing address. The correct billing address shall be:  
  
Los Angeles Housing and Community Investment Department  
1200 West 7th Street, 9th Floor  
Los Angeles, CA 90017
  10. Payments to Contractor shall be remitted to the following address, unless otherwise agreed upon in writing by both City and Contractor:  
  
PFA, Incorporated  
9980 Glenoaks Blvd., Suite F  
Sun Valley, CA 91352
  11. The City will not be responsible for providing city resources, including but not limited to office space, clerical support, telephones, supplies, photocopying, or parking to Proposer or Contractor.
  12. The City of Los Angeles is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal excise exemption certificates will be furnished by the Department of General Services upon request.
- E. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

F. FUNDING AND LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Agreement.

The City's total annual funding obligation under this Contract is subject to Council determination pursuant to Los Angeles Municipal Code Section 91.8906 et seq. Funds expended under this Contract are encumbered when a Work Order is issued. Contractor understands and agrees that execution of this Contract does not guarantee that the Contractor's employees will be utilized.

G. COMPLIANCE WITH LAWS

1. The Contractor shall carry out all applicable Federal, State and City laws and ordinances, including, but not limited to, building regulations and the nondiscrimination and Affirmative Action provisions of the laws of the United States of America, the State of California, and the City even though such requirements are not specifically mentioned in the Specifications.
2. The Contractor shall comply with all the applicable provisions of Section 1777.5 of the California Labor Code, which shall apply to these specifications to the same extent as if they were written herein.
3. When Work required by this Specification is in conflict with any such law or ordinance, the Contractor shall notify the Superintendent and shall not proceed with the Work until the Superintendent has so ordered.
4. The selected contractor shall stipulate that in any action related to the awarded Contract, venue shall be in the County of Los Angeles, State of California.

H. COOPERATION WITH OTHERS

Each Contractor or Subcontractor engaged upon Work for the City at the same or adjacent sites shall arrange the storage of materials and equipment and the performance of all Work so as to interfere as little as possible with other persons engaged upon Work for the City.

I. LITIGATION

Contractor must clearly identify any past or current litigation that the Contractor was/is involved in which also involved the City of Los Angeles.

J. RESPONSIBILITY FOR WORK

To ensure quality, continuity, security and affix responsibility, the services must be performed by the Contractor and at the Contractor's location inspected by HCIDLA as agreed upon in the Contract. The location of the work must be listed by the Contractor in this Contract. No work shall be performed by anyone other than the Contractor without prior approval from HCIDLA.

K. REPLACEMENT OF CONTRACTOR'S STAFF

The City reserves the right to have the Contractor replace any Contract personnel with equally or better qualified staff upon submitting written notice to Contractor. In addition, the City reserves the right to approve in advance any changes in project personnel or levels of commitment by the Contractor to the project.

L. STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS

The Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 3/09), and are part of the Contract, with the exception of the following paragraphs: PSC-8, and PSC-10.

M. CARE AND CUSTODY

The Contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his possession or the possession of any of his agents. Contractor shall reimburse the City for any loss or damage to City equipment in his or his agents care or custody.

N. SUBCONTRACTING

1. All subcontractors proposed to perform Work in accordance with this Contract shall be licensed in accordance with the provisions of the Business and Professions Code of the State of California for the type of Work to be performed.
2. All subcontractors shall be recognized as such, shall be considered agents of the Contractor, and the Contractor shall be held responsible for their Work.
3. All subcontractors or contractors performing subcontractor type Work (i.e., removal of asbestos) shall perform such Work at competitive prices. The Department may require that the Contractor submit proof that the subcontractor type Work or Subcontractors performing Work for the City is performed at competitive prices based on the lowest of at least three (3) competitive bids.

O. METHODS AND APPLICATION

The method adopted by the Contractor shall be such as shall assure satisfactory Work and shall enable the Contractor to complete the Work by the time agreed. If at any time such methods appear inadequate, the Superintendent may order the Contractor to improve their methods, or increase their efficiency. The Contractor shall conform to such order, but failure of the Superintendent to order such improvement of methods, or increase of efficiency, shall not relieve the Contractor from the obligation to perform adequate Work, or finish by the time agreed upon.

P. NOTICES

1. Any notice required to be given to the Contractor may be given by delivering said notice, or a copy thereof, to the Contractor in person, by registered or certified mail to the last known business address of the Contractor, via fax, or via e-mail. If the Contractor cannot be found with reasonable diligence, then posting a copy of the notice in a conspicuous place at the site of the Work shall be considered proper notice.
2. The following address shall serve as the place to which all notices and other correspondence to the City regarding the Contract shall be sent to:

Los Angeles Housing and Community Investment Department  
1200 West 7th Street, 9th Floor  
Los Angeles, CA 90017

All written notices required hereunder shall be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

**Q. CONTRACT CHANGES, ADDITIONAL WORK, AND WORK ORDER CANCELLATIONS**

1. Subject to all limitations of the Charter of the City of Los Angeles including those on competitive bidding, the Superintendent at any time during the progress of the Work may order alterations in, additions to, deviations or omissions from, the Work contemplated by the Contract specifications or Work Order.
2. No extra Work shall be performed and no change shall be made unless prior authorization has been obtained from the Superintendent stating that the extra Work or change is authorized, and no claim for an addition to the Contract and Work Order sum shall be valid unless the extra Work or change is so authorized.
3. Any change in the Work shall conform to the original Contract specifications or Work Order insofar as they may apply without conflict to the conditions involved in the change.
4. Payment for additional Work or extras, if any occur, shall become due and payable in accordance with the provisions for payment of the Contract price.
5. The cost of omission, if any, from the Contract shall be deducted from the amount of the Contract price.
6. If the Department cancels a Work Order after it has been executed and accepted the Contractor may submit a claim to the City Clerk per the provisions of LAMC Chapter IX, Article 1, Division 89, Section 91.8903.5.2.

**R. WORK BY CITY OR OTHERS**

The City may perform with its own forces or award to other contractors, any extra Work or any portion of Projects not included in the original Contract.

**S. LIQUIDATED DAMAGES**

All time limits stated in the Contract documents are of the essence. Should the Contractor fail to complete the Work required on or before the completion time as set forth under these specifications, it is mutually understood and agreed by the Superintendent and the Contractor that by reason thereof the City and the public will necessarily suffer great damages; that such damages will be extremely difficult and impractical to fix; that the City and the Contractor have endeavored to fix the amount of damages in advance.

The sum of twenty-five dollars (\$25.00) per day for damages for each and every day's delay in the completion of the Work required by the Contractor at each site is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach, and that, therefore, the City and the Contractor hereby fix said sum of twenty-five dollars (\$25.00) per day for each and every such day's delay as liquidated damages and not as a penalty or forfeiture for the breach of the Contract to complete the Work required to be done by the Contractor at each site on or before the said time of completion. Completion shall include the final inspection and approval of the Work by the Department.

Should the Contractor be obstructed or delayed in the Work required to be done hereunder by changes in the Work, or by any default or omission of the City or by any other contractor employed by the City of the Work, or by riots, strikes, lockouts, fire, earthquake, flood, stress of weather and conditions resulting there from or by the inability to obtain materials, equipment or labor due to

Federal government restrictions arising out of the defense of war programs, then the time of completion shall be extended for such periods as may be agreed upon between the Superintendent and the Contractor. Should there be insufficient time to grant such extension prior to the completion date of the Contract, the Superintendent may, at the time of acceptance of the Work, waive liquidated damages which may have accrued for failure to complete on time, due to extenuating circumstances, after receiving evidence as to reason for such delay and making a finding as to the cause of same.

Should the Contractor not complete the Work required to be done at each site on or before the said time of completion and refuse to respond to requests by the Department to complete said Work and if the accumulated liquidated damages have exceeded the Contract amount agreed upon, then the Department shall consider this breach to be a forfeiture and no fees shall be paid to said Contractor for Work completed and the remainder of the Work required to be done shall be sent out to competitive bid and completed under a separate contract.

#### T. CONTRACT DEFAULT

The following are situations where the Contractor shall be considered in default of the Contract. There may be other situations not described herein which result in a determination by the Superintendent that the Contractor is in default of the Contract

1. The Contractor is adjudged bankrupt; or the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed on account of insolvency.
2. The Contractor fails to begin Work within the time required, in such manner as to insure full compliance with the Contract and Work Order within the time limit; or abandons the Work to be done under Contract; or any time the Superintendent is of the opinion that said Work is unnecessarily or unreasonable delayed.
3. Contractor willfully violates any of the terms of the Contract; or does not execute the Contract and Work Orders in good faith; or does not follow the instructions of the Superintendent as to additional force necessary in the opinion of the Superintendent for its completion within the required time; or any time the Contractor does not properly carry out the provisions of the Contract in its true intent and meaning.

#### U. CONTRACTOR EVALUATION PROGRAM

At the end of this Contract, the City shall conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the Contract. As required by LAAC Division 10, Chapter 10, Article 13, Section 10.39 et. seq., evaluations shall be based on a number of criteria, including the quality of the Work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise of personnel that the Contractor assigns to the Contract. The Contractor shall be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City shall use the final City evaluation, and any response from the Contractor, to evaluate bids and to conduct reference checks when awarding other personal services contracts.

## **4. STANDARD PROVISIONS**

### **§401 Construction of Provisions and Titles Herein**

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Contractor. The word "Contractor" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Contractor as



identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The word "days" means calendar days, including weekends and holidays, unless otherwise specifically provided.

**§402 Applicable Law, Interpretation and Enforcement**

- A. Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.
- B. 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.
- C. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

**§403 Integrated Agreement**

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

**§404 Excusable Delays**

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

**§405 Breach**

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**§406 Prohibition Against Assignment or Delegation**

The Contractor may not, unless it has first obtained the written permission of the City: Assign or otherwise alienate any of its rights hereunder, including the right to payment; or Delegate, subcontract, or otherwise transfer any of its duties hereunder

**§407 Permits**

The Contractor and its officers, agents, employees, and subcontractors shall obtain and maintain all permits and licenses necessary for the Contractor's performance hereunder and shall pay any fees required therefore. The Contractor further certifies to immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

**§408 Nondiscrimination and Affirmative Action**

- A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment, denial of family and medical care leave; denial of pregnancy disability leave or reasonable accommodations against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sexual identity, sexual orientation, gender identity, age, physical handicap, mental disability, marital status, domestic partner status, medical condition, citizenship, and political affiliation or belief. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CRF Part 60).
- B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code §10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000) but not more than One Hundred Thousand Dollars (\$100,000), the Equal Opportunity practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of One Hundred Thousand Dollars (\$100,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
- C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.
- D. No person shall on the grounds of race, ancestry, color, citizenship, national origin, sex, sexual orientation, gender identity, age, physical handicap, mental disability, medical condition, marital status or domestic partner status, political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations Part 107 and Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

**§409 Equal Employment Practices**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and

4. Reasonable accommodations for persons with disabilities.

L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

**§410 Claims for Labor and Materials**

The Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement 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 matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**§411 Los Angeles City Business Tax Registration Certificate**

If applicable, Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

**§412 Bonds**

All bonds that may be required hereunder shall conform to City requirements established by charter, ordinance or policy and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Angeles Administrative Code § 11.47 through 11.56.

**§413 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/Consultant undertakes and agrees to defend, indemnify and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's/Consultant'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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by the Contractor/Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of Section 412 shall survive expiration or termination of this Contract.

**§414 Insurance**

A. General Conditions

1. During the term of this Agreement and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet (Form Gen. 146) in Exhibit A hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply

with instructions set forth on the City of Los Angeles – Instructions And Information On Complying With City Insurance Requirements (Revised 10/09) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverages; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

2. The standard City of Los Angeles insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in RFP. These coverages and limits should be tailored to the individual subcontract. For City contracts, Required Insurance and Minimum Limits are set by the City Risk Management staff in the Office of the City Administrative Officer of the City of Los Angeles on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. Track4LA™ is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access Track4LA™ at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City of Los Angeles insurance requirements can be found at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf).

#### B. Modification of Coverage

City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Contractor/Consultant ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the Contractor/Consultant, City agrees to negotiate additional compensation proportional to the increased benefit to City.

#### C. Failure to Produce Insurance

1. 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 or tenancy by Contractor/Consultant. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's/Consultant's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.
2. Within the foregoing constraints, Contractor's/Consultant's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor/Consultant.

#### D. Workers' Compensation

1. By signing this Agreement, Contractor/Consultant hereby certifies that it is aware of the provisions of §3700 et seq., of the 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 such times as they may apply during the performance of the work pursuant to this Agreement.
2. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

**§415 Conflict of Interest**

**A. No City-funded Employees as Board Members**

The City will not execute any Agreements and/or Amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

**B. Code of Conduct**

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCIDLA Directive FY12-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

**C. Conflict of Interest**

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
  - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
  - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
  - c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
3. Definitions:
  - a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother,

brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

- b. The term "financial or other interest" includes, but is not limited to:
  - i. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  - ii. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.
- D. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.
- E. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- F. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- G. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- H. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- I. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- J. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
- K. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.
- L. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub subcontractor" for "Subcontractor."
- M. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

**§416 Compliance with State and Federal Statutes and Regulations**

- A. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures.

## Statutes and Regulations Applicable To All Grant Contracts

Contractor shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

### 1. Office of Management and Budget (OMB) Circulars

Contractor shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

### 2. Single Audit Act

If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement.

### 3. Americans with Disabilities Act

Contractor hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §12101 et seq., and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, et seq.; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

### 4. Political and Sectarian Activity Prohibited

- a. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.



- b. If this Agreement provides for more than \$100,000.00 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to Contractor until the Certification is filed.
- c. Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Contractor. Contractor shall require that the language of this Certification be included in the award documents for all subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

- a. At any time during normal business hours and as often as the City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, shall have the authority to audit, examine and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
- b. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

7. Subcontracts and Procurement

- a. Contractor shall comply with the Federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.
- b. Contractor shall ensure that the terms of this Agreement with the City are incorporated into all Subcontractor Agreements. The Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

8. Labor

- a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- b. Contractor shall comply, as applicable, with the provision of the Davis-Bacon Act (40 U.S.C. §§276a-276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- c. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment.
- d. None of the funds shall be used to promote or deter Union/Labor organizing activities. (California Government Code Sec. 16645 et seq.)
- e. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

#### 9. Civil Rights

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by person with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13 (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. 2000e); (m) the Americans with Disabilities Act, 42 USC §12101 et seq., and the Americans with Disabilities Act Amendments Act, Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GiNA) P.L. 110-233.

#### 10. Relocation Requirements

- a. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted

programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

- b. Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income persons who are displaced as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. Section 104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower-income housing be replaced "one-for-one."

#### 11. Environmental

- a. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- b. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. 1368).
- c. Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- d. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- e. Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- f. Contractor shall ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

- g. By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and is not impacting the environment negatively.

#### 12. Preservation

Contractor shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

#### 13. Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

#### 14. Drug-Free Workplace

Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67; the California Drug-Free Workplace Act of 1990, California Government Code §§ 8350-8357.

#### 15. Animal Welfare

- a. Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.)
- b. Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et Seq.) or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC 13212).

#### 16. Faith Based Activities

Contractor shall comply with 24 CFR 570.200(j) regarding Faith Based Activities.

#### 17. Pro-Children Act of 1994

- a. Contractor must comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private

residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

- b. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

#### 18. American-Made Equipment Products

Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

19. Contractor shall administer this Agreement in accordance with OMB requirements contained in the following Circulars: Common Rule, Subpart C, for public agencies, or 2 CFR 215 for nonprofit organizations.

#### B. Statutes and Regulations Applicable To This Particular Grant

Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. The Housing and Community Development Act of 1992 (42 USC §5301 et seq.) as amended, 24 CFR parts 84, 85, 500 et seq.
2. Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code §11164 et seq. and specifically §§11165.7, 11165.9, 11166.

#### C. Statutes and Regulations Applicable to all HUD Funded Agreements:

##### Equal Access to HUD-Assisted or Insured Housing

1. Eligibility for HUD-Assisted or Insured Housing:

A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. The terms "sexual orientation" and "gender identity" are defined in 24 CFR §5.100.

2. Prohibition of Inquiries on Sexual Orientation or Gender Identity:

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making housing available.

This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit an individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency

shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled. The term "household" is defined in 24 CFR §570.3.

**D. Traveling Expenses**

Contractor as provided herein shall be compensated for Contractor's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Contractor's total travel for in-State and/or out-of-State and per diem costs shall be included in the contract budget(s). All travel including out-of-State travel not included in the budget(s) shall not be reimbursed without prior written authorization from HCIDLA.

**§417 Federal, State and Local Taxes**

Federal, State and local taxes shall be the responsibility of the Contractor as an independent Contractor and not as a City employee.

**§418 Inventions, Patents and Copyrights**

**A. Reporting Procedure for Inventions**

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System which is based on Ch. 18 of title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp, p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

**B. Right to Use Inventions**

City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

**C. Copyright Policy**

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author or the City, at the City's discretion, may copyright the Material. If the City declines to copyright the Material, the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. Contractor shall comply with 24 CFR 85.34.

D. Right to Data

1. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).
2. Obligations Binding on Subcontractors: Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

E. Ownership

1. Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.
2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued,) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secretes, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know-how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.
3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Contractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this

Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.

5. Contractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third-parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City/State and which result directly indirectly from this Contract or any subcontract.
6. The requirement for the Contractor to include all Intellectual Property Provisions in all subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.
7. Contractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.

#### F. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to City/State, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sub-license through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of City/State or third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

#### G. Copyright

1. Contractor agrees that for purposes of copyright law, all works made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire", whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act; and (ii) that person shall assign all right, title, and interest to City/State to any work product made, conceived, derived from or reduced to practice by Contractor or City/State and which result directly or indirectly from this Contract.



2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City/State.

#### H. Patent Rights

With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to City/State a license for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to City/State, without additional compensation, all its rights, title and interest in and to such inventions and to assist City/State in securing United States and foreign patents with respect thereto.

#### I. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third-party without first: (i) obtaining City's/State's prior written approval; and (i) granting to or obtaining for City's/State's, without additional compensation, a license, as described in §516F.3 above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City/State determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to City/State.

#### J. Warranties

##### 1. Contractor represents and warrants that:

- a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, its modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.
- b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.

- e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.
  - f. It has not knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
2. City/State make no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

K. Intellectual Property Indemnity

1. Contractor shall indemnify, defend and hold harmless City/State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third-party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to: (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of City's/State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. City/State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against City/State.
2. Should any Intellectual Property licensed by the Contractor to City/State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City's/State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City/State. City/State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for City/State to continue using the licensed Intellectual Property, or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City/State may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
3. Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

**§419 Living Wage Ordinance and Service Contractor Worker Retention Ordinance**

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), §10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), §10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:
1. Contractor/Consultant assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
  2. Contractor/Consultant further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor/Consultant shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor/Consultant shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the Subcontract. Contractor's/Consultant's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor/Consultant to comply with the provision in the LWO contained in §10.37.6(c) concerning compliance with such federal law.
  3. The Contractor/Consultant, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor/Consultant shall post the Notice of Prohibition Against Retaliation provided by the City.
  4. Any Subcontract entered into by the Contractor/Consultant relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language.
  5. Contractor/Consultant shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.
- B. Under the provisions of §10.36.3(c) and §10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor/Consultant has violated provisions of the LWO and the SCWRO.
- C. Where under the LWO §10.37.6(d), the designated administrative agency has determined (a) that the Contractor/Consultant is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Contractor/Consultant in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor/Consultant, the awarding authority may deduct the amount determined to be due and owing by the Contractor/Consultant to its employees. Such monies shall be placed in the holding account referred to in LWO §10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the Contractor/Consultant is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor/Consultant may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

**§420 Earned Income Tax Credit**

This Contract is subject to the provisions of §10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

**§421 Equal Benefits Ordinance**

A. Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO) §10.8.2.1 of the Los Angeles Administrative Code, this Contract is subject to the provisions of the EBO as amended from time to time.

B. During the performance of the Contract, the Contractor/Consultant certifies and represents that the Contractor/Consultant will comply with the EBO. The Contractor/Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor/Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section at (213) 847-1922."

C. The failure of the Contractor/Consultant to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.

D. If the Contractor/Consultant fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

E. Failure to comply with the EBO may be used as evidence against the Contractor/Consultant in actions taken pursuant to the provisions of Los Angeles Administrative Code §10.40 et seq., Contractor Responsibility Ordinance.

F. If the Office of Contract Compliance determines that a Contractor/Consultant has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor/Consultant in actions taken pursuant to the provisions of Los Angeles Administrative Code §10.40 et seq., Contractor Responsibility Ordinance.

**§422 Contractor Responsibility Ordinance**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, §10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor/Consultant to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor/Consultant pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor/Consultant further agrees to: (1) notify the awarding authority within thirty calendar days after

receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant has violated the provisions of §10.40.3(a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated §10.40.3(a) of the Ordinance in performance of the subcontract

**§423 Slavery Disclosure Ordinance**

This contract may be subject to the Slavery Disclosure Ordinance as codified in the Los Angeles Administrative Code §10.41 et seq. in the future. If so, Contractor will be notified of the applicability by the City.

**§424 Restriction on Disclosure**

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

**§425 Child Support Assignment Orders**

- A. This Contract is subject to §10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, Contractor/Consultant certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of Contractor/Consultant are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code §5230 et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to §10.10.b of the Los Angeles Administrative Code, failure of Contractor/Consultant to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor/Consultant to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor/Consultant under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by City. Any subcontract entered into by the Contractor/Consultant relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Contractor/Consultant to obtain compliance of its subcontractors shall constitute a default by the Contractor/Consultant under the terms of this contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by the City.
- B. Contractor/Consultant shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor/Consultant assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

**§426 Contractor's Personnel**

Contractor shall only assign personnel to this job who are qualified for this assignment by experience and/or education to perform the tasks under this Agreement. In the event anyone is replaced or terminated, Contractor shall notify the City in writing, within five (5) days after termination, and provide information regarding the replacement employees' work and educational experience and qualifications.

**§427 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.

- A. Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.
- B. Contractor hereby certifies that by signing this Agreement, Contractor shall have tuberculosis (TB) tests completed on any staff member working with youth.
- C. Contractor shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

**§428 First Source Hiring Ordinance**

Unless otherwise exempt, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code as amended from time to time.

- A. Contractor shall, prior to the execution of the contract, provide to the Bureau of Contract Administration, a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract: (1) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the HOUSING AND COMMUNITY INVESTMENT DEPARTMENT (HCIDLA), which will refer individuals for interview; (2) interview qualified individuals referred by HCIDLA; and (3) prior to filing any employment opportunity, the Contractor shall inform the Bureau of Contract Administration of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the Bureau of Contract Administration, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Bureau of Contract Administration has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section

10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under the Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under the FSHO.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the Bureau of Contract Administration determines that the Contractor has violated provisions of the FSHO.

**§429 Compliance With Los Angeles City Charter Section 470(C)(12)**

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

**Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions**

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

**5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS**

**§501 Defaults**

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations in accordance with §502 of this Agreement; or
- D. Terminate the Agreement.

**§502 Suspension**

- A. The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
- B. Said notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §413 (Insurance) herein. Performance shall not resume without the prior written approval of City.

**§503 Termination**

- A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.
- C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) Contractor shall provide to the City copies of all records relating to this Agreement.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.
- F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Agreement,

**§504 Notice of Suspension or Termination**

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination

**§505 Amendments**

- A. Any change in the terms of this Agreement, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.
- B. The Contractor agrees to comply with all future City Directives or any rules, amendments or requirements promulgated by the City affecting this Agreement.



**§506 Waivers**

- A. Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.
- B. No waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be a waiver or breach of any other provision. A party's performance after the other party's default shall not be construed as a waiver of that default.

**6. ENTIRE AGREEMENT**

**§601 Complete Agreement**

Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

**§602 Number of Pages and Attachments**

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-nine (39) pages, and seven (7) Exhibits, which constitute the entire understanding and agreement of the parties.

**7. SIGNATURE PAGE**

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY:  
\_\_\_\_\_, 2013

Executed this \_\_\_\_\_ day of \_\_\_\_\_

MICHAEL N. FEUER, City Attorney

For: THE CITY OF LOS ANGELES

By \_\_\_\_\_  
Assistant/Deputy City Attorney

MERCEDES M. MÁRQUEZ  
General Manager  
Housing and Community Investment Department

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

ATTEST:

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

HOLLY L. WOLCOTT, Interim City Clerk

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

For: «Contractor»

(Contractor's Corporate Seal)

By: \_\_\_\_\_  
«FirstSigner»  
«Title1stSigner»

By: \_\_\_\_\_  
«SecondSigner»  
«Title2ndSigner»

D-U-N-S® Number: 128183274  
City Business License Number: «CityBusinessCode»  
Internal Revenue Service ID Number: «IRSNum»  
Council File/CAO File Number: \_\_\_\_\_; Date of Approval: \_\_\_\_\_  
Said Agreement is Number \_\_\_\_\_ of City Contracts  
(«T\_Number»)

**EXHIBIT A**

Form Gen 146 (Rev. 9/06)

**Required Insurance and Minimum Limits**

Name: «Contractor» Date: \_\_\_\_\_

Agreement/Reference: («T Num»)

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 – Workers' Compensation (WC) and Employer's Liability (EL)** WC *Statutory*  
EL \$ 1,000,000

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

**General Liability** \$ 1,000,000

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 12 Months After Completion of Work or Date of Termination.

**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** 100% of the contract price  
 **Crime Insurance** \$ \_\_\_\_\_

Other: \_\_\_\_\_

**EXHIBIT A**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

**PERSON TO CONTACT** Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:

NAME	
CITY AGENCY	Housing and Community Investment Department
ADDRESS	1200 W. 7 <sup>th</sup> Street, 9 <sup>th</sup> Floor Los Angeles, CA 90017
TEL (213)	FAX (213)

**GENERAL INFORMATION**

**1. Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited.

Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

**2. When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

**3. Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACCORD 25 Certificate of Liability Insurance** in electronic format. Track4LA™ advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

**Acceptable Alternatives to Accord Certificates and other Insurance Certificates:**

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements **DO NOT** apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

**EXHIBIT A - Cont.**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically ([CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org)) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. **Please note that submissions other than through Track4LA™ will delay the insurance approval process as documents will have to be manually processed.**

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

**4. Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

**5. Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

**6. General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.)

**7. Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

**8. Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

**9. Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

**10. Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

**11. Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

Rev. 10/09

**EXHIBIT B**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)**

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER \_\_\_\_\_

«Contractor»  
CONTRACTOR/BORROWER/AGENCY

«FirstSigner», «Title1stSigner»  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Exhibit B (cont.)**  
**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**EXHIBIT C**  
**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans  
and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER \_\_\_\_\_

«Contractor»  
CONTRACTOR/BORROWER/AGENCY

«FirstSigner», «Title1stSigner»  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**EXHIBIT D**  
**NOTICE OF PROHIBITION AGAINST RETALIATION**

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [www.lacity.org/BCA/lwo\\_retaliation\\_English.pdf](http://www.lacity.org/BCA/lwo_retaliation_English.pdf). and in Spanish at [www.lacity.org/BCA/lwo\\_retaliation\\_spanish.pdf](http://www.lacity.org/BCA/lwo_retaliation_spanish.pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

**NOTICE TO EMPLOYEES  
WORKING ON CITY CONTRACTS  
RE: LIVING WAGE ORDINANCE AND  
PROHIBITION AGAINST RETALIATION**

“Section 10.37.5 Retaliation Prohibited” of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the Equal Employment Opportunities Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunities Enforcement Section at (213) 847-1922.

**CITY OF LOS ANGELES  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90015  
Phone: (213) 847-1922 — Fax: (213) 847-2777**

**EXHIBIT E**  
**MANAGEMENT REPRESENTATION**

As a prerequisite to receipt of a City funded Contract, and as material facts upon which the City may rely in preparing the Contract, I, an authorized representative of the Contractor, make the following representations:

1. I am responsible for the fair presentation of the Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the City. I will make available to City all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.  
True  False
2. The Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.  
True  False
3. I have advised and will continue to advise the City of any actions taken at meetings of Contractor's Board of Directors, and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the City's Contract.  
True  False
4. Except as recorded or disclosed to you herein, I know of no instances of:
  - a. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.  
True  False
  - b. Guarantees, whether written or oral, under which the Contractor is contingently liable.  
True  False
  - c. Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies, or for any other reason, that would affect the financial records and/or continuing viability of the Contractor as an on-going concern.  
True  False
5. I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.  
True  False
6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.  
True  False
7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.  
True  False

8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.  
True  False
9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.  
True  False
10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.  
True  False
11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.  
True  False
12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.  
True  False
13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.  
True  False
14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.  
True  False
15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.  
True  False

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

AGREEMENT NUMBER \_\_\_\_\_

«Contractor»

CONTRACTOR/BORROWER/AGENCY

«FirstSigner», «Title1stSigner»

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT F (SAMPLE)  
PROFESSIONAL FEE SCHEDULE**

**Services will be compensated according to the following fee schedule:**

The vendor shall provide the total cost of the service including trip charge, lab charge, mail/FedEx, staff and any other fees associated with producing any associated reports. Asbestos Inspection/Risk Assessment services will be compensated according to the Fee Schedule below:

**AHERA Protocol**

Single Family Residences	\$ 875 base price + \$ 185 per unit + \$ 185 per building extension
Multi-Family 2-20 units	\$ 2400 base price + \$ 175 per unit + \$175 per building extension
Multi-Family 21+ units	\$ 325
Work Plan Specifications	\$ 530
Daily Monitoring (Work in progress)	\$ 530
Periodic Monitoring (Work in progress)	\$ 530
Clearance	\$ 625 (includes asbestos survey and lab reports)

**NESHAPS Protocol**

Single Family Residence	\$ 625 base price + \$ 180 per unit + \$ 180 per building extension
Multi-Family 2-20 units	\$ 2700 base price + \$ 125 per unit + \$ 125 per building extension
Multi-Family 21+ units	\$ 325
Work Plan Specification	\$ 530
Daily Monitoring (Work in progress)	\$ 530
Periodic Monitoring (Work in progress)	\$ 530
Clearance	\$ 875 (includes asbestos survey and lab reports)

If HCIDLA requires certain related services that are not on the established fee schedule HCIDLA will negotiate rates consistent with its analysis of reasonable fees.

**EXHIBIT G**  
**APPENDIX D from RFP Pricing Tables for Digitizing and Indexing Services**

**B. PRICING TABLE FOR SCANNING PAPER DOCUMENTS @ 300 DPI**

\*The definition of Quality of Document (Good, Fair, Poor) immediately follows this table.

ITEM NO.	COST PER ACCEPTED SCANNED IMAGE	ESTIMATED ANNUAL USAGE (No. Pages to be scanned)	*QUALITY OF DOCUMENT	MEDIA
B.1	0.2550	100 to 1,000	Good	Sizes: Up to 8.5" x 14" Type: White paper usually 25lb with mostly black text Comments: The sizes are not intermixed
B.2	0.0850	1,001+		
B.3	0.3825	100 to 1,000	Fair	
B.4	0.1275	1,001+		
B.5	0.5100	100 to 1,000	Poor	
B.6	0.1700	1,001+		
B.7	0.2700	100 to 1,000	Good	Sizes: Larger than 8.5" x 14" and up to 11" x 17" Type: White paper usually 25lb with mostly black text Comments: The sizes are not intermixed
B.8	0.1350	1,001+		
B.9	0.4050	100 to 1,000	Fair	
B.10	0.2025	1,001+		
B.11	0.5400	100 to 1,000	Poor	
B.12	0.2700	1,001+		
B.13	0.2600	100 to 1,000	Good	Size: Up to 8.5" x 14" Type: Mixed colored and white paper 25lb with mostly black text Comments: The sizes are not intermixed, but the colored paper is intermixed. About 85% of the paper is white.
B.14	0.1300	1,001+		
B.15	0.3900	100 to 1,000	Fair	
B.16	0.1950	1,001+		
B.17	0.5200	100 to 1,000	Poor	
B.18	0.2600	1,001+		
B.19	0.2925	100 to 1,000	Good	Size: Larger than 8.5" x 14" and up to 11" x 17" Type: Mixed colored and white paper 25lb with mostly black text Comments: The sizes are not intermixed, but the colored paper is intermixed. About 85% of the paper is white.
B.20	0.1950	1,001+		
B.21	0.3650	100 to 1,000	Fair	
B.22	0.2450	1,001+		
B.23	0.5125	100 to 1,000	Poor	
B.24	0.3425	1,001+		
B.25	1.2500	100 to 1,000	Good	Size: up to 8 x 10"

ITEM NO.	COST PER ACCEPTED SCANNED IMAGE	ESTIMATED ANNUAL USAGE (No. Pages to be scanned)	*QUALITY OF DOCUMENT	MEDIA
B.26	0.8500	1,001+		Type: Black and White Photos - Output is a JPEG image at 150 DPI and 8-bit grayscale.  Comments: Photos are mounted with transparent tape on either 25lb white or yellow bond or light blue card stock.
B.27	1.2500	100 to 1,000	Fair	
B.28	0.8500	1,001+		
B.29	1.2500	100 to 1,000	Poor	
B.30	0.8500	1,001+		
B.31	2.0000	100 to 1,000	Good	
B.32	1.3500	1,001+		Type: Color Photos - Output is a JPEG image at 150 DPI and 24-bit color.  Comments: Photos are mounted with transparent tape on either 25lb white or yellow bond or light blue card stock.
B.33	2.0000	100 to 1,000	Fair	
B.34	1.3500	1,001+		
B.35	2.0000	100 to 1,000	Poor	
B.36	1.3500	1,001+		

\*Quality of Documents defined for purposes of this RFP:

- (1) Good - Approximately 95% to 100% of the documents are uniform in color and do not require any repair or special handling (removal of paper clips, staples, re-stacking to align pages of a document, etc.). No onion skin.
- (2) Fair - Approximately 5% to 25% of the documents require some minor repair (tape an edge, remount a photo to a paper backing using tape, removing staples or paper clips, re-stacking to align pages of a document, etc.).
- (3) Poor - Approximately 26% to 100% require some repair as described above. May contain 1% to 10% onion skin paper.

**C. PRICING TABLE FOR INDEXING IMAGES**

\*The definition of the Pricing Table fields immediately follows this table.

**C.1 Images Created From Paper, Roll Film, COM Fiche, and Channeled Fiche**

ITEM NO.	COST PER 1,000 KEYSTROKE	INDEX PRICING FACTORS				
		ESTIMATED NO. OF DELIVERIES PER YEAR	ESTIMATED NO. OF SAME DOCS PER DELIVERY	CLARITY OF IMAGE	LOCATION OF INDEX FIELDS	NO. OF INDEX FIELDS (RANGE)
C.1.1	4.8000	1	100 to 1,000	Good	1 page	1 to 25
C.1.2	4.1500		1,001+			
C.1.3	5.4500		100 to 1,000	Fair		
C.1.4	4.8000		1,001+			
C.1.5	6.1000		100 to 1,000	Poor		
C.1.6	5.4500		1,001+			
C.1.7	5.1000	1	100 to 1,000	Good	2+ pages	
C.1.8	4.4500		1,001+			
C.1.9	5.7500		100 to 1,000	Fair		
C.1.10	5.1000		1,001+			
C.1.11	6.4000		100 to 1,000	Poor		
C.1.12	5.7500		1,001+			
C.1.13	4.4500	1	100 to 1,000	Good	1 page	20 or more - no upper limit
C.1.14	3.8000		1,001+			
C.1.15	5.1000		100 to 1,000	Fair		
C.1.16	4.4500		1,001+			
C.1.17	5.7500		100 to 1,000	Poor		
C.1.18	5.1000		1,001+			
C.1.19	4.8000	1	100 to 1,000	Good	2+ pages	
C.1.20	4.1500		1,001+			
C.1.21	5.4500		100 to 1,000	Fair		
C.1.22	4.8000		1,001+			
C.1.23	6.1000		100 to 1,000	Poor		

ITEM NO.	COST PER 1,000 KEYSTROKE	INDEX PRICING FACTORS				
		ESTIMATED NO. OF DELIVERIES PER YEAR	ESTIMATED NO. OF SAME DOCS PER DELIVERY	CLARITY OF IMAGE	LOCATION OF INDEX FIELDS	NO. OF INDEX FIELDS (RANGE)
C.1.24	5,4500		1,001+			
C.1.25	4,1500	2 - 8	100 to 1,000	Good	1 page	1 to 25
C.1.26	3,5000		1,001+			
C.1.27	4,8000		100 to 1,000	Fair		
C.1.28	4,1500		1,001+			
C.1.29	5,4500		100 to 1,000	Poor		
C.1.30	4,8000		1,001+			
C.1.31	4,4500	2 - 8	100 to 1,000	Good	2+ pages	
C.1.32	3,8000		1,001+			
C.1.33	5,1000		100 to 1,000	Fair		
C.1.34	4,4500		1,001+			
C.1.35	5,7500		100 to 1,000	Poor		
C.1.36	5,1000		1,001+			
C.1.37	3,8000	2 - 8	100 to 1,000	Good	1 page	25 or more - no upper limit
C.1.38	3,1500		1,001+			
C.1.39	4,4500		100 to 1,000	Fair		
C.1.40	3,8000		1,001+			
C.1.41	5,1000		100 to 1,000	Poor		
C.1.42	4,4500		1,001+			
C.1.43	4,1500	2 - 8	100 to 1,000	Good	2+ pages	
C.1.44	3,5000		1,001+			
C.1.45	4,8000		100 to 1,000	Fair		
C.1.46	4,1500		1,001+			
C.1.47	5,4500		100 to 1,000	Poor		
C.1.48	4,8000		1,001+			
C.1.49	3,5000	7 +	100 to 1,000	Good	1 page	1 to 25
C.1.50	2,8500		1,001+			

APPENDIX D

RFP PRICING TABLES FOR DIGITIZING AND INDEXING SERVICES

U.S. Department of Justice, Office of the Inspector General, Office of Information Management and Reporting, 2010 RFP, Attachment to Appendix B, Item B7F - Appendix D Price Table 100



ITEM NO.	COST PER 1,000 KEYSTROKE	INDEX PRICING FACTORS							
		ESTIMATED NO. OF DELIVERIES PER YEAR	ESTIMATED NO. OF PAGE DOCS PER DELIVERY	CLARITY OF IMAGE	LOCATION OF INDEX FIELDS	NO. OF INDEX FIELDS (RANGE)			
C.1.51	4.1500		100 to 1,000	Fair					
C.1.52	3.5000		1,001+						
C.1.53	4.8000		100 to 1,000	Poor					
C.1.54	4.1500		1,001+						
C.1.55	3.8000	7 +	100 to 1,000	Good	2+ pages				
C.1.56	3.5000		1,001+						
C.1.57	4.4500		100 to 1,000	Fair					
C.1.58	3.8000		1,001+						
C.1.59	5.1000		100 to 1,000	Poor					
C.1.60	4.4500		1,001+						
C.1.61	3.1500		7 +	100 to 1,000			Good	1 page	25 or more - no upper limit
C.1.62	2.5000			1,001+					
C.1.63	3.8000	100 to 1,000		Fair					
C.1.64	3.1500	1,001+							
C.1.65	4.4500	100 to 1,000		Poor					
C.1.66	3.8000	1,001+							
C.1.67	3.5000	7 +	100 to 1,000	Good	2+ pages				
C.1.68	2.8500		1,001+						
C.1.69	4.1500		100 to 1,000	Fair					
C.1.70	3.5000		1,001+						
C.1.71	4.8000		100 to 1,000	Poor					
C.1.72	4.1500		1,001+						

APPENDIX D

RFP PRICING TABLES FOR DIGITIZING AND INDEXING SERVICES

NYC Council on Professional Services Contract Memorandum defining and assigning work for indexing and imaging RFP 2012 RFP Attachment 2 Appendix D Price Table 201

**D. PRICING TABLE FOR DELIVERY SERVICES**

Item No.	Description	Unit	Price
D.1	Emergency pick-up and delivery during normal working hours as referenced in Section 2.12	Per Trip	100.00
D.2	Emergency pickup and delivery after normal working hours as referenced in Section 2.12.	Per Trip	200.00
D.3	Holiday and non-working day pickup and delivery as referenced in Section 2.12.	Per Trip	200.00

**APPENDIX D**

**PAGE D-10 OF 10**

**RFP PRICING TABLES FOR DIGITIZING AND INDEXING SERVICES**

R:\Contracts\Professional Services Contracts\Boston\Indexing and Imaging\Boston\Indexing and Imaging RFP 2012\RFP Attachments\Appendix D\Boston RFP - Appendix D Pricing Tables.doc