

APPROVED

DEC 12 2018

BOARD REPORT

BOARD OF RECREATION AND PARK COMMISSIONERS

NO. 18-242

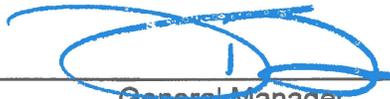
DATE: December 12, 2018

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VARIOUS PARK FACILITIES – RELEASE OF A REQUEST FOR PROPOSALS (RFP) BY THE DEPARTMENT OF CULTURAL AFFAIRS FOR THE OPERATION OF ART EDUCATION PROGRAMS AND SERVICES AT COMMUNITY ART FACILITIES LOCATED ON PARK PROPERTY

AP Díaz	_____	V. Israel	_____
R. Barajas	_____	S. Pina-Cortez	_____
H. Fujita	_____	* N. Williams	<u>SADIV</u>



 General Manager

Approved X _____ Disapproved _____ Withdrawn _____
With Correction

RECOMMENDATION:

Note and file this Report as it is submitted for informational purposes only.

SUMMARY

The Department of Recreation and Parks (RAP) owns and operates over four hundred forty (440) Park properties which encompass approximately sixteen thousand (16,000) acres of developed land and open space, which includes one hundred eighty-four (184) recreation centers throughout the City of Los Angeles. Six (6) of these properties house nine (9) cultural arts facilities currently operated by the Department of Cultural Affairs (DCA) under arrangements with RAP dating back approximately to 1980 when DCA was established through Ordinance No. 153893. The Ordinance granted DCA authority to operate the Barnsdall Arts and Crafts Center, Parkview Photography Center, Photography Center in Encino, and McGroarty Cultural Center. In 1999, the Board of Recreation and Park Commissioners (Board) authorized the execution of a multi-site Operating Agreement and separate Permit (No. 375), adding several additional park properties to DCA's inventory of cultural arts facilities. Since then, DCA has independently managed and/or operated ~~nine (9)~~ facilities located on Park property.
ten (10)

The following seven (7) cultural arts facilities are operated by DCA staff:

1. Barnsdall Arts Center – Barnsdall Park (CD-13);
2. Barnsdall Junior Arts Center – Barnsdall Park (CD-13);

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3. Barnsdall Gallery Theater – Barnsdall Park (CD-13);
4. Hollyhock House Historic Site – Barnsdall Park (CD-13)
5. Los Angeles Municipal Arts Gallery - Barnsdall Park (CD-13);
6. Lincoln Heights Junior Arts Center - Lincoln Heights Youth Center (CD-1);
7. Encino Arts and Cultural Center (not operating, needs repairs) – Encino Park (CD-5).

The other three (3) sites, which are the subject of the DCA-proposed RFP, are operated by nonprofit organizations under contract with the DCA. Through the proposed RFP, DCA seeks proposals from qualified nonprofit arts organizations to provide art, cultural and educational programs and services at the City's Community Arts Public/Private Partnership Facilities:

8. **Art in the Park Arts Center** - Hermon Park (CD-1);
5568 Via Marisol, Los Angeles 90042
9. **McGroarty Arts Center** – McGroarty Park (CD-7)
7570 McGroarty Terrace, Tujunga 91042
10. **William Reagh L.A. Photography Center** - Parkview Photo Center (CD-1)
2332 W. 4th Street, Los Angeles 90057

Although not on RAP property, the proposed RFP also includes the **Lankershim Arts Center** (CD-2 - 5108 Lankershim Blvd., North Hollywood 91602), and **Eagle Rock Community Cultural Center** (CD-14 - Carnegie Library at 2225 Colorado Blvd. 90041).

The RFP Contract Administrator is Ms. Evelyn Kelley, Senior Management Analyst from the DCA Contracts Unit. DCA anticipates releasing the RFP sometime in January, 2019. RAP will have no role in the release of the RFP or processing of proposals received; nor will RAP participate in the evaluation of proposals or selection of organization(s) to be awarded a DCA contract. RAP shall also have no role in the operation of the facilities. RAP's only role will be the Real Estate Section's continued administration and oversight of the Operating Agreement with the DCA.

Staff's review of the DCA proposed RFP finds that it is in conformance with the City's RFP protocols and standard content, including ordinance mandated provisions, requirements, restrictions, and associated documents. Further, the RFP also includes standard City operating responsibilities such as, Public Programming, Facility Management and Maintenance, Hours of Operation, Operational Costs, Public Relations and Community Access, Intellectual Property, Records and Reporting, Insurance, and Emergency Response.

FISCAL IMPACT STATEMENT

DCA's release of its proposed RFP will have no adverse impacts on RAP's General Fund as the processing of the RFP and subsequent operation of the various Art Centers by selected nonprofit organizations shall be performed at no cost to RAP.

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This Report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Division.

LIST OF ATTACHMENTS

- 1) DCA Community Art Facilities RFP

REQUEST FOR PROPOSALS

**To Provide Art Education Programs & Services
at the City's Public/Private Partnership
Community Art Facilities**

Issued by

**City of Los Angeles
Department of Cultural Affairs**

<DATE>

**CITY OF LOS ANGELES
DEPARTMENT OF CULTURAL AFFAIRS
REQUEST FOR PROPOSALS (RFP)**

Date RFP Issued:	<DATE>
Title:	Programs and Community Arts Services at the City's Public/Private Partnership Facilities
Description:	The Los Angeles Department of Cultural Affairs (DCA) seeks proposals from qualified non-profit arts organizations to provide art, cultural and educational programs and services at the City's Community Arts Public/Private Partnership Facilities.
RFP Website Address:	http://labavn.org Potential proposers must register on the City of Los Angeles Business Assistance Virtual Network (LABAVN) to obtain the RFP document and any updates.
Business Inclusion Program (BIP) Outreach:	This RFP is subject to the City of Los Angeles, BIP Outreach requirements. Performance of a BIP Outreach must be completed utilizing the Business Assistance Virtual Network (BAVN) system at http://labavn.org The BIP outreach must be completed not less than <u>15 days</u> prior to the RFP due date.
BIP Outreach Due Date:	<DATE>
Term:	The contract term will be for five years, with options to renew for a maximum term of up to ten years.
Proposal Due Date:	<DATE>
Mandatory Pre-proposal Conference Date:	<DATE>
Proposal Delivery Address:	Department of Cultural Affairs 201 N. Figueroa St., Suite 1400 Los Angeles, Ca 90012
Contract Administrator:	Evelyn Kelley (213) 202-5529 Email: dca.contractsunit@lacity.org

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Attachment B: Contractor Responsibility Ordinance

Attachment C: Business Tax Registration Certificate (BTRC)

Attachment D: Equal Benefits Ordinance / First Source Hiring Ordinance

Attachment E: Required Insurance and Minimum Limits

Attachment F: Business Inclusion Program (BIP) Requirements

Attachment G: Child Support Obligations Ordinance

Attachment H: Americans with Disabilities Act

Attachment I: Slavery Disclosure & Border Wall Contracting Disclosure Ordinances

Attachment J: Restrictions on Campaign Contributions and Fundraising in City
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Attachment K: Declaration of Non-Collusion

Attachment L: Los Angeles Residence Information

Attachment M: Iran Contracting Act of 2010

Attachment N: City Contracts Held Within the Past Ten Years

Attachment O: BAVN Instructions

A. PURPOSE OF REQUEST FOR PROPOSALS

1. Introduction

The Department of Cultural Affairs (DCA) is seeking proposals from qualified non-profit arts organizations (proposers) with experience in providing art education programs and services to partner with DCA at several of its community art centers. For decades DCA has utilized public/private partnerships to facilitate the delivery of diverse programming and services at its Community Arts Art Partner Centers. The City has five (5) Art Partner Centers located throughout Los Angeles. Each center is distinct and offers programming unique to the communities it serves.

The selected proposer(s) will be responsible for programming and operations at the Art Partner Centers. Responsibilities will include, but are not be limited to, program conception, assessment and development; sales and marketing; audience demographics analysis; community engagement; staffing; financing (including fundraising campaigns); and administration. The selected proposer(s) will also be expected to provide economic and social benefits to the immediate communities served by the facility.

Non-profit arts organizations interested in this opportunity must submit a proposal in accordance with the requirements set forth in this RFP. All materials submitted shall become a part of the proposal and may be incorporated in a subsequent contract between the City and the selected proposer(s). The City reserves the right to withdraw the RFP, to reject any proposal for noncompliance with the RFP provisions, or not to award a contract.

2. About the Department of Cultural Affairs

Formed in 1925, DCA is a leading, progressive arts and cultural agency servicing Los Angeles's 4 million residents and 47 million annual visitors. DCA empowers L.A.'s vibrant communities by supporting and providing access to quality visual, literary, musical, performing, and educational arts programming; managing vital cultural centers; preserving historic sites; creating public art; and funding services provided by arts organizations and individual artists.

DCA Mission Statement:

To strengthen the quality of life in Los Angeles by stimulating and supporting arts and cultural activities, ensuring public access to the arts for residents and visitors alike.

DCA advances the social and economic impact of the arts and ensures access to diverse and enriching cultural activities through: grantmaking, marketing, development, public art, community arts programming, performing arts, arts education, and building partnerships with artists and arts and cultural organizations in neighborhoods throughout the City of Los Angeles.

DCA's Community Arts Division provides arts and cultural programming through 36 neighborhood arts and cultural centers, theaters, and historic sites, in addition to several educational initiatives. Further information regarding the department can be obtained through DCA's culturela.org website.

3. Art Partner Centers

Inquiries/questions regarding the Art Partner Centers should be directed to the Contract Administrator specified in this RFP. Proposers are not to contact or visit any of the centers listed below. DCA will be conducting tours of the facilities for potential proposers. The dates and times of the site visits will be provided at the mandatory pre-proposal conference.

Lankershim Arts Center

5108 Lankershim Blvd.
North Hollywood, CA 91602
Council District 2

The historic Lankershim Arts Center is an all-inclusive arts facility located in the heart of the North Hollywood Arts and Theatre District. Currently, the Center is home to the award-winning Road Theatre Company, Gallery 800, and many arts programs geared to the growing NoHo arts community.

Built circa 1939 as an original Department of Water & Power facility, the building was renovated and transformed into an arts facility for the Department of Cultural Affairs. It features original tile, casement windows and lighting fixtures, and is a registered historical landmark.

The center is a three-story steel frame/concrete structure that totals approximately 7,440 square feet and has a small parking lot in the rear.

Functional space includes:

- Office space (760 sq. ft.)
- Three instruction areas (200 sq. ft. each)
- Exhibition space (3040 sq. ft.)
- Performance space (3040 sq. ft.)

McGroarty Arts Center

7570 McGroarty Terrace
Tujunga, CA 91042
Council District 7

The McGroarty Arts Center is located in the McGroarty home in the Verdugo Hills of Tujunga. The home "Rancho Chupa Rosa" was built as a private residence in 1923-24 for John Steven McGroarty, a poet, historian, dramatist, journalist and congressman. In 1954, the City of Los Angeles bought the home and 16 acres of adjoining land. The library was restored and dedicated in 1974.

Current programming includes affordable or free multidisciplinary arts instruction to at-risk youth, children, and families; in addition to performances, exhibitions and events that engage the greater public, while preserving the legacy of John Steven McGroarty and his historic home.

The house totals approximately 13,000 square feet and is a three story adobe structure that includes a caretaker apartment. It also has a parking lot.

Functional space includes:

- Two office space areas (2,857 sq. ft.)
- Five instruction areas on main floor (8,078 sq. ft. main floor), (3,748 sq. ft. upstairs) and (540 sq. ft. basement)
- Exhibition space (700 sq. ft. and 1,150 sq. ft. first floor) and (480 sq. ft. and 525 sq. ft. second floor)
- Performance space (8,078 sq. ft. main floor)
- Storage space (1,856 sq. ft.)
- Parking (40 spaces)

William Reagh Los Angeles Photography Center

2332 W. Fourth Street
Los Angeles, CA 90057
Council District 1

The William Reagh Los Angeles Photography Center is located north of the MacArthur Park area and is the only community photography laboratory in the Los Angeles area. Founded in 1960, Los Angeles was the second city in the United States to offer darkrooms and photographic areas to the public. Currently the center offers classes, film and photo developing facilities and exhibition space.

The center is a single-story wood frame structure that totals approximately 2,500 sq. ft. with an adjacent parking lot.

Functional space includes:

- Two office space areas (85 sq. ft.)
- Instruction space
- Exhibition/ Performance space (131 sq. ft.)
- Parking (40 spaces)

Art in the Park Arroyo Seco/Hermon Park

5568 Via Marisol
Los Angeles, CA 90042
Council District 1

Located in the Arroyo Seco Park in Hermon Park, the center originated in 1988 as a satellite facility to the Junior Arts Center at Barnsdall Art Park but became an independent center in January of 1991.

The facility is known for its emphasis on arts education and offers classes to children and youth that taps into the traditions and cultures of the local community and Los Angeles. Current programs include concerts and special events such as the Corn Festival in the spring and Dia de los Muertos Celebration in the fall.

The Center has approximately 1,000 square feet of instructional/exhibition space in a club house within seven acres of park grounds.

Functional space includes:

- Office space (85 sq. ft.)
- Instruction space (1,098 sq. ft.)
- Ceramics/Kiln room (80 sq. ft.)
- Storage room (252 sq. ft.)
- Two Bathrooms (300 sq. ft.)
- Kitchen (150 sq. ft.)
- Porch (32 sq. ft.)
- Parking (On/off site)

Eagle Rock Community Cultural Center

2225 Colorado Blvd.
Los Angeles, CA 90041
Council District 14

The Eagle Rock Community Cultural Center was established in 1998 to strengthen the economic, social, and creative vitality of Northeast LA through the arts.

Housed in a historic Carnegie library building in Eagle Rock, the center serves as a dynamic cultural hub for all of Northeast LA. Core programs include multidisciplinary events, such as concerts, readings, film screenings, and community artist collaborations that feature a range of disciplines, styles, and

cultures, that target audiences of all ages. The Center totals approximately 9,766 square feet.

Functional space includes:

- Office Space: 224 sq. ft.
- Instruction Space: Please see Basement Floor Plan (NOTE: Assembly Room also used as Instruction Space)
- Exhibition Space
- Performance Space
- Kitchen Space: 108 sq. ft.
- Storage Space: 409 sq. ft. (2 Storage Closets in Basement; 1 Long Narrow Closet, 1 CAP Closet)
- Parking Space: NA (On-street parking only)
- Restrooms: 90 sq. ft. (2 Restrooms 9x5 each)
- Elevator

4. Rehabilitation of Centers

The Art Partner Centers are undergoing assessments to determine needed repairs and ensure compliance with building code. Any work necessary to restore or rehabilitate the facilities is expected to begin later this year and will be completed as soon as possible. As a safety measure, a center, or specific areas of a center, may need to be closed temporarily during construction.

The City will try to minimize any impact from construction work undertaken at the centers and will keep the selected operators of affected centers informed during the construction period.

5. Award of Contract

Selection of the successful proposer(s) will be based on responsiveness to the RFP; the feasibility of the proposed programs, services and budget; the demonstrated capacity to provide the proposed programs or services; financial resources and capacity; the ability to generate community support and participation; and commitment to operate programs and services consistent with DCA's mission.

DCA intends to award a five-year contract to the top-ranked proposer(s) for each facility. The five-year contract may be renewable at the City's sole discretion for up to five additional years. The City may exercise its option to renew annually to extend the contract for an additional year, for a maximum term of up to ten years, by giving written notice to the Contractor. To support the administrative capacity of each Arts Center, the Contractor will receive an annual stipend of up to \$30,000, conditional on meeting the terms of the contract. The City will pay the yearly stipend in biannual payments.

The proposer(s) that demonstrate the highest qualifications for providing the required services, at the highest overall value to the City, will be recommended for contract award. The contract will be subject to review by the City Attorney and the Mayor's Office, and approval by the Mayor and City Council, prior to contract execution and delivery of services.

The proposer to whom a contract is awarded shall be required to enter into a written agreement with the City of Los Angeles. This RFP and the proposal, or any part thereof, will be incorporated into and made a part of the final contract.

The contract will include a cancellation and termination clause that allows the City or the contractor or both to mutually or unilaterally cancel or terminate the contract without cause upon 90-day written notice.

During the term of the contract, the contractor will be required to maintain insurance levels that are deemed necessary by the City Risk Manager. The contractor will be required to comply with all City contracting laws and requirements, as well as hiring and wage requirements, absent an action by City Council exempting the contractor from compliance. The contractor will also be required to comply with the Standard Provisions for City Contracts attached hereto as Attachment A.

6. Scope of Work

The following are selected areas of operating responsibilities which will be required of the successful proposer. The selected proposer(s) must be willing and able to commit to the following:

a. Art and Educational Programs

The selected proposer(s) shall develop quality arts education programs that serve the immediate neighborhood of the specific Art Partner Center and adhere to the mission and guidelines of the City and DCA. Programs shall be set at levels affordable to members of the communities served. The selected proposer(s) will be required to report on the amount and type of programming that will be provided as well as the numbers of persons served.

b. Facility Operation and Management

The selected proposer(s) will be responsible for day-to-day operation of the Art Partner Center and have an organizational structure that ensures that the programs are provided in the highest possible standard. At a minimum, the proposed organizational structure must include a staff person with full authority to administer all aspects of the contract with the City. Facility operation should be focused on providing art and educational programming, followed by use by other City entities.

c. Facility Hours of Operation

The selected proposer(s) will be required to establish standard program operational hours of a minimum of forty (40) hours each week. The proposer's hours of operation must include extended evening hours to accommodate the schedules of working individuals, at a minimum of 1-2 days a week. The remaining hours of operation should fall within DCA's current operating hours for its facility operations or a reasonable equivalent. DCA's current operating hours range from 8 AM to 10 PM at its City-run arts centers.

d. Grounds, Facility Maintenance, Utilities, Security and Other Services

The selected proposer(s) will be responsible for ensuring that the facility is maintained up to the standards held for all Department facilities. For all facilities, except for the McGroarty Arts Center, the selected proposer(s) will be responsible for normal operating costs that includes communications, office supplies and equipment, and security personnel. The City will be responsible for facilities related costs that includes basic maintenance issues, trash, custodial services, grounds upkeep, building repairs, utilities costs, and security systems.

Operating and facility related costs for the McGroarty Arts Center will be based on a separate agreement that may slightly differ from the other facilities.

e. Public Relations, Marketing, and Community Accessibility

The selected proposer(s) will be responsible for the marketing and promotion of programs. The selected proposer(s) will maintain public relations and will be responsible for coordinating responses to media inquiries.

The selected proposer(s) will be required to provide information to DCA's Marketing Division, as needed, regarding services, programs, outputs, participation levels and other activities for promoting and publishing purposes as well as to ensure community accessibility to services provided by the selected proposer(s).

f. Emergency Response Plan

The selected proposer(s) must maintain an emergency response plan during the term of the proposed agreement that is responsive to the needs of the greater community including local schools.

g. Naming Rights, Logos, Copyrights and Trademarks

All copyrights, trademarks, logos and all other marks belonging to the City will continue to belong to the City and may be licensed to the selected proposer(s). The City maintains all naming rights to the art centers and its component parts.

h. Maintenance of Records

The selected proposer(s) must maintain accurate and complete books and records relating to their programs, including all revenues and expenditures, in accordance with generally accepted accounting principles. The City shall have the right to inspect and audit such books and records at reasonable times during normal business hours and upon reasonable prior notice to the selected proposer(s). The selected proposer(s) must agree to allow the City Controller to audit and permit access to all financial and other records. All such books and records shall be maintained by the selected proposer(s) in accordance with City record retention policies.

i. Reporting Requirements

The selected proposer(s) will be required to provide weekly, monthly, yearly and as needed reports to DCA in a manner and format specified by the City. Reporting will include, but not be limited to:

- 1) On a weekly basis, the selected proposer(s) shall submit performance metric reports. The collection of participation and event/activity data shall comply with DCA's data standards and policy. Further details regarding performance metric submissions and system requirements will be provided upon contract award.
- 2) On a monthly basis, on or before the fifteenth (15th) of each month for activity during the previous month, the selected proposer(s) shall provide financial/status reports, that include but are not limited to:
 - Financial statements
 - Any issues/problems encountered and proposed solutions
 - Variances from proposed programming, including reason(s) for change
- 3) On an annual basis, the selected proposer(s) shall submit financial/operations data that includes:
 - Unaudited financial statement of operations and programs within 90 days following the end of the fiscal year
 - Independent auditor's report prepared by a certified public accountant within 180 days after the end of the fiscal year
- 4) Selected proposer(s), upon becoming aware of, shall immediately report to the City any of the following circumstances:
 - Serious personal injury to any person
 - Substantial change in key personnel
 - Inability to fully comply with any contract provision

- Likely litigation, notice of claim or report of litigation
- Criminal activity that occurs at or nearby the facility
- Material damage to City property at the Center

j. Confidentiality of Information

All information and data furnished to the selected proposer(s) by the City, and all other documents to which employees of the selected proposer(s) have access during the term of the agreement, shall be treated as confidential information to the extent permitted by law, and any oral or written disclosure to unauthorized individuals except as permitted by law, is prohibited. Because the City maintains ownership of the Partner Art Centers, including but not limited to grounds and buildings, the selected proposer(s) shall provide public access to information that is normally considered a matter of public record at any publicly-owned facility.

Should selected proposer(s) dispute and refuse public access to information normally considered a matter of public record, if that information has been submitted or will be provided to the City and is also requested from the City pursuant to a California Public Records Act (CPRA) request or similar legal request, the process and language in E.2, wherein selected proposer(s) agrees to indemnify, defend and hold harmless the City, will apply also to such situations.

B. CONTENTS OF THE PROPOSAL

Selection of a successful proposer will be made based on the contents and quality of the proposal response. **ALL information requested must be included in your submitted proposal. If the proposal lacks any of the requested information, it will be deemed non-responsive.**

Contents of the Proposal shall include the following and the information must be presented in the order listed below:

- Cover Letter
- Description of Proposer
- Proposal
- Key Personnel
- References
- Proposed Fees and Expenses Schedule
- Most Recent Audited Financial Statement
- Mandatory City Contract Requirements and Compliance Documents

1. Cover Letter

Each proposal must contain a cover letter limited to one (1) page. The cover letter must include the name, title, address, telephone number, and email address of the person or persons authorized to represent the organization or individual regarding all matters related to the RFP and any subsequent contract(s) awarded. This letter must be signed by the person or persons authorized to bind the proposer to all commitments made in the proposal.

Proposers should clearly state in the proposal cover letter the facility or facilities for which they would like to be considered. Otherwise, DCA will make the determination of which of the five centers the proposer will be considered for.

2. Description of Proposer

The proposal shall include a brief history and description of the organization, the date the organization was established, the location of its headquarters, the number of employees, and website address.

3. Proposal

The proposal must contain the following elements, for each facility of interest:

- a. The proposer's experience in operating and managing art and educational facilities and programs, detailing what services were provided; time and duration of services and any other information the proposer believes would be helpful to the City in its evaluation of the proposals;
- b. The proposed program and services that the proposer is willing to provide; and the extent of the services and other programs that the proposer believes would be helpful to the City and the community;
- c. Proposed fee schedule for classes and programs;
- d. Proposed budget;
- e. Proposed operating hours and center utilization;
- f. Proposed organization chart identifying the management and staffing levels;
- g. Proposed outreach, marketing, and publicity plan;
- h. A statement of the level and extent of commitments for sufficient funding to finance costs incurred in operating programs;
- i. A plan for securing volunteer assistance; and
- j. A plan for obtaining community involvement.

4. Key Personnel

Proposers must provide the name, title, address, email, telephone number, experience, other qualifications and specific responsibilities of key personnel who may be assigned to provide the services described herein.

5. References

Proposer must include five references for the applicable capabilities, qualifications and relevant experience cited in Section B.3.a. For each reference, please list the name, position/title, organization name, jurisdiction, address, phone number and email address. For each reference, describe the nature of the project and the length of the engagement.

6. Proposed Fees and Expenses Schedule

Proposer shall provide a list of all services and charges that includes hourly rates for key personnel that will be assigned to the Art Partner Center. In addition, proposer shall provide a list of such anticipated costs or types of costs.

DCA may conduct negotiations with the selected proposer(s) regarding proposed fees and expenses prior to awarding contracts.

7. Most Recent Audited Financial Statement

Proposers shall include their most recent audited financial statement as evidence of their financial capacity and stability to operate and manage art and educational facilities and programs. If an audited financial statement is not available, proposer may provide other financial documents in lieu, such as, copies of bank statements, letters of credit, etc., that demonstrate sufficient financial capability to cash flow the operation during the initial period and through the entire term of the contract, including sufficient resources for equipment, staffing, and any required bonds. Should the City require additional evidence of financial stability other than what is submitted, the proposers will be expected to provide such acceptable evidence in order for their proposal to be considered responsive to this RFP.

8. City Contract Requirements and Compliance Documents

The City of Los Angeles has certain policies and requirements that may affect the contract awarded from this RFP. Therefore, all prospective proposers are advised of the following:

1. Standard Provisions for City Contracts (Attachment A)

All contracts entered into as a result of this RFP are subject to the Standard Provisions for City Contracts. See Attachment A.

2. Contractor Responsibility Ordinance (Attachment B)

The contract will only be awarded to a responsive, responsible consultant. All businesses or individuals seeking to contract with the City of Los Angeles are required to demonstrate that they possess the quality, fitness, and capacity to perform the work set forth in the contract under the terms of the criteria listed in the Los Angeles "Contractor Responsibility Ordinance" (Article 14, Chapter 1, Section 10 of the Los Angeles Administrative Code). Respondents are required to complete all sections of the "Responsibility Questionnaire". See Attachment B.

Submit the Questionnaire with the Proposal. Failure to return the completed document may result in the respondent being deemed non-responsive. When the contract is awarded, the consultant and its subcontractors will be required to sign a "Pledge of Compliance with the Contractor Responsibility Ordinance". Questions on the Contractor Responsibility Ordinance should refer to the Bureau of Contract Administration's website at <http://bca.lacity.org> or contact the Bureau of Contract Administration, Special Research & Investigation Section at (213) 847-2445.

3. Business Tax Registration Certificate (BTRC) (Attachment C)

The City of Los Angeles requires that all firms doing business within the City of Los Angeles pay City business taxes. Each firm or individual paying the business tax receives a BTRC number.

The proposer must represent that they have, or will obtain upon award, a BTRC required per the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The consultant shall maintain, or obtain as necessary, all such certificates required of it under the Ordinance for the duration of the contract and shall not allow any such certificate to lapse or be revoked or suspended. To find out more about the BTRC, please refer to Attachment C, visit the Office of Finance website at finance.lacity.org, or contact the Office of Finance, Tax and Permit Division, Main Office at (213) 473-5901.

4. Nondiscrimination, Equal Employment Practices and Affirmative Action Program

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

Contracts for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Consultant shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

Contracts for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Consultant shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

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

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

5. Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO) (Attachment D)

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), proposers are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at www.labavn.org. Proposers are responsible for creating a BAVN profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

Equal Benefits Ordinance (EBO):

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

Proposers shall complete and submit the Equal Benefits Ordinance Compliance Affidavit, Attachment D, available on the BAVN residing at www.labavn.org, prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first uploaded onto the City's BAVN. Proposers do not need to submit supporting documentation with their proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

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

First Source Hiring Ordinance (FSHO):

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

Proposers shall complete and electronically sign the FSHO Compliance Affidavit, Attachment D, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first uploaded on the City's BAVN.

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

6. Required Insurance and Minimum Limits (Attachment E)

The selected proposer will be required to maintain insurance levels as indicated in Attachment E. All proposers, as part of their proposal, are required to provide notarized declaration from their insurance carrier(s) that their firm is able to obtain insurance coverage in the limits stated in Attachment E. Prior to execution of the contract, the selected proposer will need to provide proof of insurance.

Additional information on insurance requirements and submittal instructions is included in Attachment E.

7. Business Inclusion Program (BIP) Requirements (Attachment F)

This RFP is subject to the City of Los Angeles, BIP Outreach requirements included in Attachment F of the RFP. Performance of a BIP Outreach must be completed utilizing the Business Assistance Virtual Network (BAVN) system at www.labavn.org.

It is the policy of the City of Los Angeles to provide Minority-owned Business Enterprises (MBEs), Woman-owned Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran-Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. Proposers shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs have an equal opportunity to compete for and participate in City contracts. A prime proposer's Outreach efforts in reaching out to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by the level of effort put into achieving the BIP Outreach indicators. Failure to complete the Outreach as described in Attachment F will render the proposal nonresponsive and will result in its rejection.

8. Child Support Obligations Ordinance (Attachment G)

The Child Support Obligations Ordinance became effective February 13, 1991. The ordinance requires all current and future contractors and subcontractors performing work for the City to comply with all State and Federal reporting requirements relative to legally mandated child support obligations. All future contracts will contain language obligating the contractors and subcontractors to fulfill those requirements. In addition, the consultant must complete the Certification of Compliance with Child Support Obligations form Attachment G and submit with the Proposal.

9. Living Wage Ordinance (LWO) and Worker Retention Ordinance (WRO)

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

10. Americans with Disabilities Act (Attachment H)

As covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability. Contractors performing work for the City are required to be in compliance with the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.), and must submit a Certification Regarding Compliance with the Americans with Disabilities Act with their SOQ. See Attachment H.

Access and Accommodations. If an individual with a disability requires accommodations to attend a pre-proposal conference or proposal opening, please contact the Contract Administrator at least five (5) working days prior to the scheduled event.

11. Contractor Evaluation Ordinance

The Contractor Performance Evaluation Ordinance (Los Angeles City Ordinance No. 173018) and the Rules for the Evaluation of Service Contractors require departments to conduct performance evaluations for all service contracts over \$25,000 and at least three months in duration. Within 14 days of the completion of a contract, the department contract administrators will complete and submit evaluation forms to the Bureau of Contract Administration, Special Research & Investigation Section. As required by Section 10.39.2 of the Los Angeles Administrative Code (Article 13, Chapter 1, Division 10), evaluations will be based upon several criteria, including the quality of work product or services performed; timeliness of performance; compliance with budget; and expertise of personnel assigned to the contract. The Special Research & Investigation Section will then transmit a copy to the consultant who will be given 14 calendar days to respond. The final evaluations, and any response from the consultant, will be available to departments to be used as a reference check after departments have selected a consultant through an evaluation process.

12. Slavery Disclosure and Border Wall Contracting Disclosure Ordinances (Attachment I)

Slavery Disclosure Ordinance:

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

Proposers shall complete and electronically sign the Slavery Disclosure Ordinance Affidavit available on the BAVN residing at www.labavn.org prior to award of a City contract.

Proposers seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the BCA's web site at <http://bca.lacity.org>.

Disclosure of Border Wall Contracting Ordinance:

Any contract awarded pursuant to this RFP is subject to the disclosure requirements of the Disclosure of Border Wall Contracting Ordinance (DBWCO), LAAC Section 10.50 et seq. As part of their proposal, etc. to the City, proposers shall complete and upload a DBWCO Affidavit to at www.labavn.org.

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

13. Restrictions on Campaign Contributions and Fundraising in City Elections (Attachment J)

Any bidder for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, CEC Form 50, proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection. Each City department shall include a copy of the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualifications or other solicitation related to entering into a contract with the City. See Attachment J.

Persons who submit a response to this solicitation are subject to Charter Section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 55 (provided in Attachment J) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders

who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

14. Declaration of Non-Collusion (Attachment K)

All proposers will be required to complete and return the Non-Collusion Affidavit, Attachment K with their Proposal.

15. Los Angeles Residence Information (Attachment L)

The City Council, in consideration of the importance of preserving and enhancing the economic base and well-being of the City, encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state the headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. All potential respondents are required to complete the Los Angeles Residence Information form, Attachment L, and submit the form with their Proposal.

16. Iran Contracting Act of 2010 (Attachment M)

In accordance with California Public Contract Code Sections 2200-2208, all bidders entering into contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more will be required to complete, sign and submit the "Iran Contracting Act of 2010 Compliance Affidavit." See Attachment M for reference.

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

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

Proposers seeking additional information regarding the requirements of the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

18. City Contracts Held Within the Past Ten Years (Attachment N)

The Los Angeles City Council passed a resolution on July 21, 1998, requiring that all proposers supply in their proposal a list of all City of Los Angeles contracts held by the proposer or any affiliated entity during the preceding ten (10) years. The City of Los Angeles Contract History form is attached as Attachment N. If the proposer has held no City of Los Angeles contracts during the preceding ten (10) years, this must be stated on the form.

C. PROPOSAL SUBMISSION AND REQUIREMENTS

1. In Writing

Each proposal must be enclosed in a sealed package showing the proposal title in the lower left-hand corner. It is recommended that a messenger deliver the proposal to ensure timely delivery. The proposal shall be addressed as follows:

Department of Cultural Affairs
201 N. Figueroa St., Suite 1400
Los Angeles, Ca 90012
Attention: Evelyn Kelley

If the proposals are mailed, use the address above. Hand-delivered proposals should be delivered to the following location:

Department of Cultural Affairs
201 N. Figueroa St., Suite 1400
Los Angeles, Ca 90012
Attention: Evelyn Kelley

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

The formal announcement of submitted proposals will take place on **<DATE>** at **< TIME>**, and will be posted on www.labavn.org.

The Department of Cultural Affairs reserves the right to extend the submission due date. Any changes to the submission due date will be posted on www.labavn.org.

DCA will only evaluate written submitted proposals with the appropriate signatures. DCA will not accept a telegraphic, facsimile or telephone proposal. Proposers are required to submit:

- One (1) original proposal with original signatures on all documents requiring a signature.
- Four (4) copies of the proposal with signature copies on all documents requiring a signature.
- One (1) unbound copy of the proposal with signature copies on all documents requiring a signature.
- One (1) flash drive containing the entire proposal in electronic format (PDF). More than one (1) file is acceptable but all files must be clearly labelled with an appropriate filename.

See Section E.2 (“Public Records Act”) regarding the inclusion of language for the proposer to identify areas of the proposal as exempt from the California Public Records Act (CPRA) including indemnification language. Such language does not exempt submitted proposals from the CPRA and the City of Los Angeles will comply with any and all court orders to relinquish requested materials.

2. Responsibility for Timely Submission of Proposal

Proposals must be received at the address given above in Section C.1 by **<TIME>** PST on **<DATE>**. Proposals received after **<TIME>** on **<DATE>** will not be accepted and shall be returned to the proposer unopened. Any changes to the submission date will be posted on www.labavn.org. Timely submission of proposals is the sole responsibility of the proposers.

3. Withdrawal by Proposer

A proposer may withdraw its proposal in writing, signed by an authorized representative, and received by DCA prior to the proposal deadline date. After proposals have been opened, the proposals shall be subject to acceptance by the City for a period of ninety (90) days. Except as previously stated, no proposer may withdraw its proposal, except with the written consent of DCA, at the sole discretion of DCA. Proposers will not be released due to errors in their proposals.

The City's Rights of Rejection and Withdrawal of RFP

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

4. Mandatory Pre-proposal Conference and Site Visit(s) Requirement

Mandatory Pre-proposal Conference:

A mandatory pre-proposal conference will be held to receive questions from prospective proposers regarding this RFP. The conference has been scheduled for **<DATE>**, at **<TIME>** and will be held at DCA's main office located at:

Department of Cultural Affairs
201 N. Figueroa St., Suite 1400
Los Angeles, CA 90012

Attendance at the pre-proposal conference and sign-in on the attendance roster are required to meet the requirements of the RFP and the City's Business Inclusion Program.

Site Visit(s) Requirement:

Proposers that intend to submit proposal(s) for one or more of the Art Partner Centers will be required to tour each facility they plan to bid on prior to submitting a bid. The date(s) and time(s) of the Art Partner Centers site visits will be announced at the Mandatory Pre-proposal Conference scheduled **<DATE>**, at **<TIME>**. **Failure to tour a facility prior to submitting a proposal for that facility will deem the proposal non-responsive.**

5. Proposal Format

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

D. BASIS OF EVALUATION

1. Qualifications for Art Partner Center Operators

The selected proposer(s) will be expected to have extensive knowledge and experience with programming and day-to-day operation of art, culture and educational facilities, as specified in Scope of Work, Section A.3.; including knowledge of the level and type of programming consistent with the needs of the community in which the facility serves.

The selected proposer(s) must also have an understanding of the City of Los Angeles and key issues facing large municipal arts delivery systems, including demographics, geography, languages, cultural diversity, public transportation, and other relevant categories of information.

2. Proposal Responsiveness Criteria

To be considered responsive to this solicitation, proposers must submit completed responses to all items requested, including completed responses to the required City's contract compliance documents described in Section B.8 herein. Failure to include satisfactory responses to these items may result in the rejection of such proposals as non-responsive.

3. Evaluation Process

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

Responses to the RFP will be evaluated based on overall qualifications and demonstrated experience. The review criteria will include proposal quality and responsiveness to the criteria identified in this RFP; experience and capabilities of assigned staff; proposer experience and resources; and compliance with City policies. Program costs and estimated schedule will be evaluated for reasonableness. DCA reserves the sole right to judge the contents of all proposals. Proposals, which at the discretion of DCA are incomplete and/or do not follow content and format guidelines, may be disqualified without further consideration.

Proposers bear the responsibility to ensure that their RFP responses provide adequate and appropriate information and documentation for DCA to evaluate responses relative to their capabilities, methodology, strength of individuals performing project tasks, and any other supporting documentation. Lack of

adequate information and documentation may result in the proposal failing the evaluation criteria and being disqualified.

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

Once evaluation of the proposals is completed, DCA will select the most qualified proposer(s) to operate one or more of the Art Partner Centers. Due to the diverse nature of the centers, DCA may negotiate with the selected proposer(s) to develop Standard Operating Procedures (SOP) for each Art Partner Center as well as proposed programs to be offered. The SOP document will describe regularly recurring operations and programming to be provided at the center(s) to ensure consistency and quality of services.

4. Evaluation Criteria

The selection of contractors will be based upon the following criteria:

CRITERIA	WEIGHT
<u><i>Years of Experience</i></u> A minimum of ten (10) years of experience operating and developing programming for art, cultural and educational facilities.	Yes/No
<u><i>Qualifications and Experience</i></u> Professional qualifications and technical competence, references and qualifications of key personnel.	30
<u><i>Proposal Approach</i></u> Creative and innovative approach and methodology to carry out programs that are consistent with RFP objectives and requirements and ability to serve the target community.	30
<u><i>Financial Situation and Performance</i></u> Financial stability and capacity to operate facilities and deliver proposed services.	25
<u><i>Understanding of Cultural Facilities and the City of Los Angeles</i></u> Understanding of the City of Los Angeles and key issues facing municipal arts delivery systems.	15
TOTAL POSSIBLE SCORE:	100

5. Appeals Process

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

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

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

Protest and attached documentation must be sent to:

Daniel Tarica, Assistant General Manager
Department of Cultural Affairs
201 N. Figueroa St., Suite 1400
Los Angeles, CA 90012

DCA may hold a hearing within five (5) working days after receiving the protest, unless waived by the proposer. The General Manager shall make a final determination with respect to the protest and shall award or reject the contract accordingly. This decision shall be final.

E. GENERAL CONDITIONS

1. Acceptance and Disposition of Proposals

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

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

2. Public Records Act

All proposals submitted in response to this RFP shall become the property of the City of Los Angeles and will be a matter of public record, subject to the State of California Public Records Act (California Code Sections 6250 et seq.). Proposers must identify in writing all copyrighted material, trade secrets, or other proprietary information that the proposers' claim are exempt from disclosure under the California Public Records Act (CPRA).

Any Proposer claiming such exemption must identify the specific provision of the CPRA that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under the CPRA. Please note that the wholesale use of headers/footers bearing designations such as "confidential," "proprietary," or "trade secret" on all or nearly all of a proposal is not acceptable and may be deemed by the City as a waiver of any exemption claim. The identification of exempt information must be more specific.

In addition to the requested proposal copies listed in Section C.I., all proposers must supply one unbound, complete duplicate copy of its proposal with those specific items claimed as exempt clearly marked (redacted). This copy must identify what specific information (if any) in their proposal that they claim, in good faith, is exempt from disclosure under the CPRA.

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

3. RFP Revisions

Any revision, amendment and addendum made to this RFP will be posted on.

4. Transfers, Joint Ventures and Use of Subcontractors

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

5. Information Requested and Not Furnished

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

6. Alternatives

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

7. Proposal Errors

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

DCA reserves the right to make corrections or amendments due to errors identified in proposal by DCA or the proposer. This type of correction or amendment will only be allowed for errors and typing or transposition. All changes must be coordinated in writing with authorization by and made by the Contract Administrator.

8. Interpretation and Clarifications

DCA will consider prospective recommendations or suggestions regarding any requirements before the mandatory pre-proposal conference. All recommendations or suggestions must be in writing and submitted to the Contract Administrator identified in RFP. DCA reserves the right to modify requirements on any RFP if it is in the best interest of DCA.

9. Cost of RFP

DCA is not responsible for any costs incurred by proposer while submitting proposals.

10. Americans with Disabilities Act

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

11. Contact for Information

For answers to questions relating to the content of this RFP, proposers shall submit their inquiry in writing via email to DCA's Contract Administrator:

Evelyn Kelley, Senior Management Analyst
Department of Cultural Affairs
201 N. Figueroa St., Suite 1400
Los Angeles, CA 90012
E-mail: dca.contractsunit@lacity.org

Deadline to submit RFP Questions is <DATE>.

While a proposer may ask questions about the RFP, DCA shall be the sole judge of whether or not an answer is required. All questions submitted in writing by a proposer and answered by DCA will be posted on www.labavn.org as an Amendment to the RFP.

Any oral communication between a proposer and a City employee is not binding on DCA or the City of Los Angeles.

12. Standard Provisions for City Contracts

Any contracts entered into as a result of this RFP are subject to the Standard Provisions for City Contracts (Rev. 10/17)[v3], which are included as Attachment A to this RFP.

13. Accuracy and Completeness

The cover letter and proposal must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation will not be considered. Falsification of any information may result in disqualification from the selection process, or in termination of a contract, if discovered in the future. If a proposer knowingly and willfully submits false performance or other data, the City reserves the right to reject the proposer's proposal. If the City determines that a contract was awarded as a result of false performance or other data submitted in response to this RFP, the City reserves the right to terminate the contract. Portions of a proposal that include content from this RFP that have been altered in any manner must be footnoted and referenced in a separate appendix to the proposal.

14. Confidential Information

Proposals made in response to this RFP may contain technical, financial, or other data whose public disclosure could cause substantial injury to the proposer's competitive position or constitute a trade secret. To protect such data from disclosure to the extent permitted by law, the proposer should specifically identify the pages of the proposal that contain confidential information by properly marking the applicable pages and inserting the following notice in the front of the proposal:

“NOTICE”

“The data on the pages of this proposal identified by an asterisk (*) or marked along the margin with a vertical line, contain information which are trade secrets and/or whose disclosure would cause substantial injury to the proposer's competitive position. The proposer requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be allowed to the extent that the City determines that the data or information is not confidential and must be released pursuant to federal, state, or local law.”

In proposals containing proprietary information, proprietary paragraphs and/or other data should be clearly marked as noted above. **The proposer must include one additional unbound copy of the proposal with the confidential material totally blacked out or removed from the text so that one copy is available as public material. In accordance with the California Public Records Act, this information may, upon request, be released to the public including the blacked out or removed material if determined by the City that disclosure pursuant to the law is required.**

The City assumes no responsibility for disclosure or use of unmarked data for any purposes. In the event properly marked data are requested, the proposer

will be advised of the request and may expeditiously submit to the City a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the City in making its determination as to whether or not disclosure is proper under federal, state, and local law. The City will exercise care in applying this confidentiality standard, but will not be held liable for any damage or injury that may result from any disclosure that may occur. The proposer agrees to assume and pay for all costs incurred by the City, including attorneys' fees awarded by a court, if proposer requests the City to resist disclosure of material provided to the City by the proposer, provided the City determines the said materials are exempt under federal, state, and local law. Further should a proposer request that portions of the proposal remain confidential and not be disclosed, the proposer must confirm assurance to indemnify, defend and hold harmless the City of Los Angeles by including the following statement in the cover letter:

"The proposer agrees to indemnify the City and its officers, employees, and agents, and hold them harmless from any claim or liability and will defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefore."

Failure to include such a statement shall constitute a waiver of a proposer's right to exemption from disclosure.

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

15. Signature Requirements

All documents, forms, attachments, appendices, and exhibits, including the cover letter, must be signed by a representative or officer of the proposer. That representative shall have authority to bind the proposer to all provisions of the proposal, the RFP, any subsequent changes, and to the contract if an award is made.

If the proposer is a partnership, the proposal and cover letter must be signed in the name of the partnership by a general partner thereof. If the proposer is a corporation, the proposal and cover letter must be signed on behalf of the corporation by **two (2)** authorized officers (a Chairman of the Board, President or Vice-President and a secretary, treasurer or chief financial officer) or an

officer authorized by the Board of Directors to execute such documents on behalf of the corporation.

All above signatures must be original and in ink.

16. Costs Incurred by Proposers

All costs of proposal preparation shall be borne by the proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the proposers in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

The City will not provide parking, clerical, office/storage space, telephone services or reproduction services throughout the proposal process.

PROPOSERS ARE STRONGLY ENCOURAGED TO READ THE GENERAL REQUIREMENTS CAREFULLY AND TO PROVIDE ALL REQUESTED INFORMATION.

17. Prohibition of Communication During RFP Evaluation Period

After the submittal of proposals and continuing until a contract has been awarded, all City personnel involved in the project will be specifically directed against holding any meetings, conferences or technical discussions with any proposer except as provided in the RFP. Proposers shall not initiate communication in any manner with City personnel regarding this RFP or the proposals during this period of time, unless authorized, in advance, by the City. Failure to comply with this requirement may terminate further consideration of that proposer's proposal.

F. PROPOSER CHECK LIST

The proposal package should contain the following items. Additional forms may be required, as described in the Appendices, if the proposer is applying for any exemptions or waivers or utilizes subcontractors as described in the Appendices.

SECTION	PROPOSAL CONTENTS
B.1	Cover Letter
B.2	Description of Proposer
B.3	Proposer Capabilities, Qualifications and Relevant Experience
B.4	Key Personnel
B.5	References
B.6	Proposed Fees and Expenses Schedule
B.7	Most Recent Audited Financial Statements
B.8.2	Contractor Responsibility Ordinance Questionnaire & Pledge of Compliance
B.8.8	Child Support Assignment Ordinance
B.8.10	Americans with Disabilities
B.8.13	Bidder Certification CEC Form 50 & 55
B.8.14	Declaration of Non-Collusion
B.8.15	Los Angeles Residence Information
B.8.16	Iran Contracting Act of 2010
B.8.18	City Contracts Held Within the Past Ten Years

SECTION	TO BE COMPLETED ON BAVN
B.8.5	Equal Benefits Ordinance & First Source Hiring Ordinance
B.8.7	Business Inclusion Program Requirements
B.8.12	Slavery Disclosure Ordinance & Disclosure of Border Wall Contracting Ordinance