



**DEPARTMENT OF ARTS AND CULTURE
REQUEST FOR PROPOSALS
FOR**



**EVENT PLANNING AND MANAGEMENT SERVICES FOR ART SUMMIT
ARTS-100011**

1 INTRODUCTION

1.1 Purpose

The Los Angeles County (County) Department of Arts and Culture (Arts and Culture), through its Grants and Professional Development Division, is issuing this Request for Proposals (RFP) to solicit proposals for a contract with an individual or organization that can provide event planning, and coordination services for the 2024 Los Angeles County Arts Internship Program (AIP) Art Summit.

1.2 Project/Program Overview

Art Summit is an educational component designed to compliment the internship experience of students participating in AIP. The goals of Art Summit are to:

- 1) provide a space for interns to network, build connections and share with one another their internship experiences while in the program;
- 2) increase interns' awareness of the arts ecosystem of the region; and
- 3) introduce interns to the larger work of Arts and Culture as a whole, so they may better understand the role of the department and County in supporting the sector.

1.3 Background

AIP supports and strengthens the cultural sector of the County by providing access to high-quality opportunities for college students of all backgrounds to gain experience, understanding, and transferrable skills relevant to careers in the arts, the creative economy, and civic life. Since 2000, Arts and Culture has provided grants to nonprofit performing, presenting, film, media, literary, and municipal arts organizations in addition to social service and social justice nonprofits, to hire eligible college students for 400-hour internships over the course of a 9-month period. In addition to their experiences at their host organization, interns participate in educational opportunities facilitated by Arts and Culture, with Art Summit being the largest of these opportunities.

Arts and Culture seeks a contractor who can manage all logistics related to planning the 2024 Art Summit and managing the event. In partnership with the Arts Internship team, the contractor will co-design the content of the event including speakers, panels, performances and or workshops. The contractor will be responsible for logistics and event management support. The total amount of this contract incorporates all contractor fees as well as all costs including location rental, caterers, materials, and speaker honoraria, which will be paid by the contractor. The Scope of Work below describes expected tasks. The Art Summit will take place on a date to be determined in September 2024.

Art Summit is projected to include approximately one hundred and twenty (120) people for a half day in-person event, with the potential for a concurrent live stream. The 2024 Art Summit will be highly interactive and should include a welcome from county stakeholders, in addition to

workshops, panel presentations, small-group sessions, performances, and/or artmaking activities.

Arts and Culture will have the sole option to extend the awarded Contract based on initially contracted rates to provide the same or similar scope of services for up to five (5) additional events for up to three (3) one-year periods, depending on the performance, project needs, and availability of additional funds.

The Department centers diversity, equity, inclusion and access, and strives to reflect those values in both the form and content of events.

2 CONTRACT FOR EVENT PLANNING AND MANAGEMENT SERVICES

2.1 Statement of Work (SOW)

Tasks the contractor will do include but are not limited to the following:

- **EVENT DESIGN:** In partnership with the Arts Internship team, co-design the content of the event including speakers, panels, performances and or workshops.
- **LOCATION:** Identify potential locations based on event design and participant projections (approximately 120 participants). Bring those options to the Arts Internship team for final decisions. Secure location and pay all required costs and deposits. Ensure the location provides all spaces necessary for any workshops, performances or other event components.
- **MEALS:** Identify potential caterers for coffee, water, and lunch. Bring those options to the Arts Internship team for final decisions. Contract with caterer(s) and pay all costs and deposits.
- **SPEAKERS AND FACILITATORS:** In partnership with the Arts Internship team, identify speakers and or facilitators to participate in the welcome, participate in panels, and or facilitate workshops for interns. Contractor will contact all event speakers determined by the Arts Internship Team to facilitate their participation in the event in addition to managing all subcontracting and honoraria payments, with rates set by Arts and Culture.
- **LIVE STREAM:** Identify and contract with potential vendor who can live stream and or record all of or parts of the event for later viewing by other interns in the program. Support the vendor with any and all needs leading up to and on the day of the event.
- **PLANNING MEETINGS:** Schedule all planning meetings with the Arts Internship team. Prepare agendas for all meetings. Attend all meetings and take notes, then distribute those notes to the Arts Internship team afterwards.
- **COMMUNICATIONS AND OUTREACH:** Develop an outreach plan which includes all communications of event details to interns. This may include email, digital flyers or other mechanisms. Ensure timely schedule of communications pieces to encourage registration. Print and prepare all materials created or provided by the Department of Arts and Culture or facilitators for distribution at the event.
- **EVENT REGISTRATION:** In coordination with Arts Internship team, share registration details with interns and assist with any registration related questions.
- **EVENT DAY:** Manage setup, registration/check-in table, breakdown, and troubleshooting at the event. Prepare and post all signage. Oversee, manage and support all vendors including

speakers, facilitators, caterers, etc to ensure program stays on schedule. Provide all necessary staff to support event logistics, moving participants throughout the space as needed and promptly addressing any issues.

- **EQUITY, INCLUSION AND ACCESS:** Provide advice and guidance wherever possible to increase equity and inclusion in the Art Summit, and ensure access to all, especially for groups historically underrepresented in the arts.

2.2 Availability of Funds

Arts and Culture anticipates funding one (1) Contract in an estimated amount not to exceed forty five thousand dollars (\$45,000). Project costs are inclusive of all related expenses, such as mileage, parking, printing, equipment, video production, fees to engage other collaborators, and materials and supplies for meetings, services, and deliverables. The consultant is responsible for insurance, and for managing the project budget and submitting invoices. No additional funding is provided. This will be a deliverables-based contract. Payment will be made as each deliverable is accepted.

2.3 Contract Term

The contract term is anticipated to be for a period of one (1) year, unless sooner terminated or extended, in whole or in part, as specified in Appendix A (Sample Contract). The contract is anticipated to commence on April 1, 2024.

Arts and Culture may, at its sole discretion, extend the term of the awarded Contract based on initially contracted rates, depending on needs and availability of additional funding to provide the same or similar scope of services for up to five (5) additional events for up to three (3) one-year periods, depending on the performance, project needs, and availability of additional funds.

The contractor's rates will remain firm and fixed for the term of the contract. This project may be extended following the initial solicitation and/or contract period. An amendment may also be prepared as deemed necessary by Arts and Culture to incorporate additional services and/or assignments, based on initially contracted rates, depending on needs and availability of additional funding. Arts and Culture will have the sole option to amend the Contract terms to provide the same or similar scope of services for up to five (3) additional events for up to three (3) one-year periods, depending on the performance, project needs, and availability of additional funds.

2.4 Indemnification and Insurance

Contractor will be required to comply with the provisions contained in Paragraph 5.1 (Indemnification) of Exhibit A (Standard Terms and Conditions) of Appendix A (Sample Contract). The contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 5.2 (General Provisions for all Insurance Coverage) and Paragraph 5.3 (Insurance Coverage) of Exhibit A (Standard Terms and Conditions) of Appendix A (Sample Contract).

2.5 Sample Agreement: County Terms and Conditions

Contractor will be expected to implement the requirements outlined in Appendix A (Sample Contract) of this RFP.

3 MINIMUM QUALIFICATIONS

Interested and qualified proposers must meet the following requirements:

- Demonstrate at least five (5) years of experience, within the last seven (7) years, planning and managing in-person events of at least 100 participants.
- Knowledge of the arts and culture landscape in Los Angeles including artists, changemakers and/or cultural leaders.

4 PROPOSAL SUBMISSION MATERIALS

4.1 Proposal Materials

Each proposal must include 3 parts:

Part 1. Services (800 Points Maximum Total)

- a) Background and Experience (400 points Maximum) - Provide a summary of qualifications and experience (maximum five (5) pages) doing event planning and management of the scope and scale described in this RFP. Demonstrate knowledge of the arts and culture landscape in Los Angeles including artists, changemakers and/or cultural leaders. Include brief biographies of any key staff, consultants, or subcontractors who would work on this project. Along with the summary narrative, please include documents or links to web pages from at least three (3) prior projects where you have planned and/or managed in-person events with at least 100 participants.
- b) Approach to Providing Services (400 Points Maximum) - Describe in detail how the services will be performed to meet the intent of the SOW. Include a proposed timeline for achieving the deliverables. Maximum four (4) pages.

Part 2. Cost (200 Points Maximum)

- a) Budget - Provide a proposed budget that includes a breakdown of costs for each deliverable for the project.

Part 3. Required Forms and Corporate Documents

Form 1	Proposer's Organization Questionnaire/Affidavit
Form 2	Certification of Compliance
Form 3	Request for Preference Consideration
Form 4	Proposer's Debarment History and List of Terminated Contracts
Form 5	Declaration
Form 6	Community Business Enterprise (CBE) Information

Corporate Documents

- a) Corporations (including 501(c)(3) organizations) or Limited Liability Company (LLC):
 - A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

- A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers.

b) Limited Partnership:

The proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

4.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. All proposals must be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

4.3 Schedule

EVENT	DATE
Release of RFP	1/8/2024
Deadline to submit request for Solicitation Requirements Review by 4:00 P.M. Pacific Time (PT)	1/15/2024
Written Questions Due by 4:00 P.M. PT	1/22/2024
Questions and Answers Released	1/29/2024
Proposals Due by 4:00 P.M. PT	2/5/2024

4.4 Proposal Questions

Written questions regarding this RFP may be submitted by e-mail to: Martin Hernandez, Arts Internship Program Manager at internship@arts.lacounty.gov. All questions must be received by the date specified in the schedule (4.3). All questions and answers will be published as an addendum to the RFP on Arts and Culture’s website by the date specified in the schedule (4.3).

5 PROPOSAL SUBMISSION

Proposal must be submitted online through SurveyMonkey Apply using the following link:

https://apply-lacdac.smapply.io/prog/artsummit_eventplan_rfp

Until the proposal submission deadline, errors in proposals may be corrected online. Corrections will not be accepted once the deadline for submission of proposals has passed.

Instructions for Creating a SurveyMonkey Apply Account

- Please create an account using the green REGISTER button.
- Fill out your account information.
- If you verify your email, please make sure to use the LOG IN button to re-access the application platform.

It is the sole responsibility of the submitting Proposer to ensure that the proposal is received before the submission deadline. Any proposals received after the scheduled closing date and time for receipt of proposals will not be accepted.

6 PROPOSAL EVALUATION

6.1 Proposals will be evaluated based on information provided. Proposals will be scored based on a maximum 1000-point scale. Scoring will be based on the following:

Part 1. Services	Maximum 800 Points
1.1 Background and Experience	400 points
1.2 Approach to Providing Required Services	400 points
Part 2. Cost	Maximum 200 Points
Budget*	200 points
Part 3. Proposer's Qualifications	Maximum 120 Points Deduction
Debarment History and Terminated Contracts	Possible 80 points deduction
Proposer's Litigation and Judgments	Possible 40 points deduction

* Cost/Budget scoring: The maximum number of possible points for Part 2. 200 points will be awarded to the lowest cost proposal. Budgets from all other proposals will be compared to the lowest cost and points awarded accordingly.

The County has three preference programs. Please refer to County's Preference Programs for more information (Section 9). Should one or more of the proposers request and be granted the preference, the cost component points will be determined as follows:

- Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all proposers who requested and were granted the preference. The contract award will be the proposer's original proposed cost, not the cost used for evaluation purposes.
- In no case will any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

6.2 Proposer's Debarment History and List of Terminated Contracts (Based on review, the overall score for the subsection 1.1 Background and Experience may be adjusted downward by up to 20%)

The County will conduct a review of proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three (3) years with a reason for termination on Form 4 (Proposer's Debarment History and List of Terminated Contracts). Failure to complete or disclose may result in disqualification.

6.3 Proposer's Pending Litigation and Judgments (Based on review, the overall score for the subsection 1.1. Background and Experience may be adjusted downward by up to 10%)

The County will conduct a review of proposer's pending litigation and judgements. Proposer must identify by name, case and court jurisdiction any pending litigation in which proposer is involved, or judgments against proposer in the past five (5) years. Additionally, proposer must provide a statement describing the size and scope of any pending or threatening litigation against the proposer or principals of the proposer. Failure to complete or disclose may result in disqualification.

7 SELECTION PROCESS

An Evaluation Committee will review and score the proposals using the criteria described in this RFP to select a prospective contractor.

The evaluation process will be conducted in three stages:

Stage 1: Adherence to Minimum Requirements (Pass/Fail)

Stage 2: Proposal Materials Evaluation

Stage 3: Final Review and Selection

Stage 1: Adherence to Minimum Requirements (Pass/Fail)

Department staff will review the submitted proposal to determine if the proposer meets the minimum requirements as outlined in Section 3 (Proposer's Minimum Qualifications) of this RFP. This section of the evaluation is scored on a "Pass" or "Fail" basis. Proposer must "Pass" each of the minimum requirements. Proposals that are assigned a score of "Fail" shall be disqualified and shall not proceed to the next phase of the evaluation process.

Proposals that pass Stage 1 of the evaluation will proceed to Stage 2.

Stage 2: Proposal Evaluation (Part 1. Services and Part 2. Cost)

All proposals will be evaluated based on the criteria listed in Section 6 (Proposal Evaluation) and will be scored and ranked in numerical sequence from high to low.

The County will combine scores from each part of the proposal to arrive at a total cumulative (or "final") score.

Stage 3: Final Review and Selection

Each proposal's final score will be used to determine and select the highest-overall rated proposer. Up to four (4) of the highest scored proposers will be asked to provide two (2) references where the same or similar scope of services was provided and may be invited to an interview. In addition to the references provided, a review will include the Contractor Alert Reporting Database, reflecting past performance history on County or other contracts, and Proposer's Litigation and Judgments, if applicable. This review may result in points deductions.

After a prospective contractor has been selected, the County and the prospective contractor(s) will negotiate and enter into a contract substantially similar to Appendix A, Sample Contract. If a satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified proposer who submitted a proposal, as determined by the County.

The County retains the right to select a proposal other than the proposal receiving the highest number of points if County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

8 ADDITIONAL INFORMATION

8.1 Representations Made Prior to Contract Execution

The County is not responsible for representations made by any of its officers or employees prior to the execution of the contract unless such understanding or representation is included in the contract.

8.2 County's Option to Reject Proposal

This RFP does not constitute an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The County will not be liable for any costs incurred by the proposer in connection with the preparation and submission of any proposal.

8.3 County's Right to Amend Request for Proposals

The RFP may be changed, amended or modified by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

8.4 Background and Security Investigations

Background and security investigations of contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the contractor.

NOTIFICATION TO PROPOSERS

8.5 Notice to Proposers Concerning the Public Records Act

Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when 1) contract negotiations are complete; 2) Arts and Culture receives a letter from the recommended proposer's authorized officer that the negotiated contract is the firm offer of the recommended proposer; and 3) Arts and Culture releases a copy of the recommended proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 (Services Contract Solicitation Protest).

Notwithstanding the above, absent extraordinary circumstances, all proposals may become a matter of public record.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the proposer as "Trade Secret", "Confidential", or "Proprietary".

The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential will not be deemed sufficient notice of exception. The proposers must

specifically label only those provisions of their respective proposal which are "Trade Secrets", "Confidential", or "Proprietary", in nature.

In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

8.6 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing, and emailed to: Martin Hernandez, Arts Internship Program Manager, at mhernandez@arts.lacounty.gov.

If it is discovered that proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

8.7 Vendor Registration

Prior to a contract award, all potential contractors must register in the County's WebVen, which contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online by accessing the County's home page at:

<http://camisvr.co.la.ca.us/webven/>

8.8 Protest Policy Review Process

Under Board Policy No. 5.055 (Services Contract Solicitation Protest) any prospective proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 8.8.1 (Grounds for Review) below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

8.8.1 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

1. Solicitation Requirements Review (referenced in Paragraph 10.1)
2. Disqualification Review (referenced in Paragraph 10.2)
3. Department's Proposed Contractor Selection Review (referenced in Paragraph 10.3)

8.9 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a contractor. Proposer must certify that they are aware of and

have read Section 2.180.010 of the Los Angeles County Code as stated in Form 2 (Certification of Compliance) of Appendix B (Required Forms).

8.10 Determination of Proposer Responsibility

A responsible proposer is a proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible proposers.

Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the proposer is responsible based on a review of the proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the proposer had no knowledge must not be the basis of a determination that the proposer is not responsible.

The County may declare a proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

If there is evidence that the apparent highest ranked proposer may not be responsible, the Department will notify the proposer in writing of the evidence relating to the proposer's responsibility, and its intention to recommend to the Department Director that the proposer be found not responsible. The Department will provide the proposer and/or the proposer's representative with an opportunity to present evidence as to why the proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

If the proposer presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Department Director. The final decision concerning the responsibility of the proposer will reside with the Department Director.

These terms will also apply to proposed subcontractors of proposers on County contracts.

8.11 Proposer Debarment

The proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity. These terms will also apply to proposed subcontractors of proposers on County contracts.

A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

8.12 Gratuities

Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the proposer's provision of the consideration may secure more favorable treatment for the proposer in the award of the contract or that the proposer's failure to provide such consideration may negatively affect the County's consideration of the proposer's submission. A proposer must not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.

Proposer Notification to County

A proposer must immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor Controller's Employee Fraud Hotline at (800) 544 6861. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.

Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.13 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

8.14 Consideration of GAIN-GROW Participants for Employment

As a threshold requirement for consideration for contract award, proposers must demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or Skills and Training to Achieve Readiness for Tomorrow (START) Programs or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers must attest to a willingness to provide employed GAIN/START participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement will not be considered for contract award. Proposers must submit a completed Form 2 (Certification of Compliance) of Appendix B (Required Forms), along with their proposal.

8.15 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully review Paragraph 4.5 (Compliance with the County's Jury Service Program) of Exhibit A (Standard Terms and Conditions) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both contractors and their subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Form 2 (Certification of Compliance). If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in Form 2 (Proposer's Certification of Compliance) of Appendix B (Required Forms) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

8.16 Pending Acquisitions/Mergers by Proposing Company

The proposer must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the proposer in Form 1, (Proposer's Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the proposer to provide this information may eliminate its proposal from any further consideration. Proposer will have a continuing obligation to notify the County and update any changes to its response in Form 1 (Proposer's Organization Questionnaire/Affidavit) during the solicitation.

8.17 Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read Appendix D (Background and Resources: California Charities Regulation). These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms) certifying 1) they do not currently receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement or 2) they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent

filing with the Registry of Charitable Trusts. A completed Exhibit 2 (Certification of Compliance) is a required part of any agreement with the County.

Prospective County contractors that do not complete Exhibit 2 (Certification of Compliance) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

8.18 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective contractors should reference the pertinent provisions in Paragraph 4.3 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.8 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Form 2 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

8.19 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors are required to complete Form 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 4.6 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Exhibit A (Standard Terms and Conditions) of Appendix A (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

8.20 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County must be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the contracting department.

Upon contract award or at the request of the Auditor-Controller (A-C) and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary

to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The contracting department(s) will decide whether to approve exemption requests.

8.21 Unresolved Disallowed Costs

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten (10) years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

8.22 County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952.

Contractors are required to complete Form 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their subcontractors, are in full compliance with Section 12952, as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

8.23 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. (Los Angeles County Code, Chapter 2.202).

8.24 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program also maintains data on the types of businesses registered as CBEs and their utilization. The Proposer's CBE participation must be reflected in Form 6 (Community Based Enterprise (CBE) Information) in Appendix B (Required Forms).

All Proposers must document good faith efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this

contract. The Proposer must make documents related to these good faith efforts available to the County upon request.

To learn about the CBE Program, visit Los Angeles County Consumer and Business Affairs' website: <https://dcba.lacounty.gov/community-business-enterprise/>.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

9 COUNTY'S PREFERENCE PROGRAMS

The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs' (DCBA) website at: <http://dcba.lacounty.gov>.

10 PROTEST PROCESS OVERVIEW

10.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Transmittal Form to Request a Solicitation Requirements Review) to the Department conducting the solicitation. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all the following criteria:

- The request is made within the time frame identified in the solicitation document;
- The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- The request asserts either that:
 - application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective proposers.

The Solicitation Requirements Review will be completed, and the Department's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

10.2 Disqualification Review

A proposal may be disqualified from consideration because a department determined it was non-responsive at any time during the review/evaluation process. If a department determines that a proposal is disqualified due to non-responsiveness, the Department will notify the proposer in writing.

Upon receipt of the written determination of non-responsiveness, the proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

- The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and

provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review must be completed, and the determination will be provided to the requesting proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for Paragraph 8.10 (Determination of Proposer Responsibility).

10.3 Department's Proposed Contractor Selection Review

Departmental Debriefing Process

Upon completion of the evaluation, the Department will notify the remaining proposers in writing that the Department is entering negotiations with another proposer. Upon receipt of the letter, any non-selected proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting proposer's response to the solicitation document with the evaluation document. The requesting proposer will be debriefed only on its response. Because contract negotiations are not yet complete, responses from other proposers will not be discussed, although the Department may inform the requesting proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting proposer of the manner and timeframe in which the requesting proposer must notify the Department of its intent to request a Proposed Contractor Selection Review, if the requesting proposer is not satisfied with the results of the Debriefing.

Proposed Contractor Selection Review

Any proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review may submit a written request for a review, in the manner and timeframe as will be specified by the Department.

A request may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a review is submitted timely (i.e., by the date and time specified by the Department);
2. The person or entity requesting a review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a) The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - Failure to correctly apply the standards for reviewing the proposal format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b) The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended contractor.

- c) A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d) Another basis for review as provided by state or federal law; and
3. The request review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the review, the Department representative will issue a written decision to the proposer within a reasonable time following receipt of the request. The written decision will additionally instruct the proposer of the manner and timeframe for requesting a County Independent Review. (See Paragraph 10.4 (County Independent Review) below.

10.4 County Independent Review

Any proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

- The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 10.3 (Proposed Contractor Selection Review) above.

Upon completion of the County Independent Review, Internal Services Department will forward the report to the Department, which will provide a copy to the proposer.



DEPARTMENT OF ARTS AND CULTURE
ADDITIONAL DOCUMENTS TABLE OF CONTENTS
FOR
EVENT PLANNING AND MANAGEMENT SERVICES
RFP ARTS-100011

APPENDIX A—SAMPLE CONTRACT

- Sample Letter of Agreement
- Exhibit A—Standard Terms and Conditions
- Exhibit B—Scope of Work

APPENDIX B—REQUIRED FORMS

APPENDIX C—SOLICITATION REQUIREMENTS REVIEW

APPENIX D—CALIFORNIA CHARITIES REGULATION



Contract No. RT_00XXXX

**DEPARTMENT OF ARTS AND CULTURE
SERVICES CONTRACT**

This Contract ("Contract") made and entered into on _____,

by and between

COUNTY OF LOS ANGELES ("County"), by and through the Los Angeles County Department of Arts and Culture ("Arts and Culture"),

and

Name ("Contractor").

Address

Address

Vendor Number

In consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 PROJECT SERVICES

The Contractor will provide Event Planning and Management services for the 2024 Art Summit for the Grants and Professional Development division of the Department of Arts and Culture.

2 TERM OF THE CONTRACT

2.1 The term of this Contract will begin when executed by all parties and shall end on April 1, 2025 ("Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

2.2 The contractor's rates will remain firm and fixed for the term of the contract. This project may be extended following the initial solicitation and/or contract period. A change notice may also be prepared as deemed necessary by Arts and Culture to incorporate additional services and/or assignments, based on initially contracted rates, depending on needs and availability of additional funding. Arts and Culture will have the sole option to amend the Contract terms to provide the same or similar scope of services for up to five (5) additional events for up to three (3) one-year periods, depending on the performance, project needs, and availability of additional funds.

3 TOTAL CONTRACT SUM

The maximum payable amount for all services provided hereunder for the Initial Term shall not exceed forty thousand dollars (\$45,000), as set forth in Exhibit B (Statement of Work), attached hereto and incorporated herein by reference. The County may increase the maximum amount payable during the Initial Term or any Option Terms up to 10 percent to cover needed and increased services in Exhibit B (Statement of Work).

4 ADMINISTRATION OF CONTRACT

4.1 County Administration

Martin Hernandez, internship@arts.lacounty.gov will serve as the County's Project Lead. The County will notify the Contractor in writing of any change in the names or addresses shown. The County's Project Lead is responsible for administering the contract, including, but not limited to, coordinating with Contractor, ensuring Contractor's performance of the Contract, including any tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Lead is not authorized to further obligate County in any respect whatsoever.

4.2 Contractor Administration

_____ will serve as the Contractor's Project Lead. The Contractor will notify the County in writing of any change in the names or addresses shown. The Contractor's Project Lead will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Lead on a regular basis.

5 APPLICABLE DOCUMENTS

Exhibits A through B are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Standard Terms and Conditions
Exhibit B	Statement of Work

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.10 (Amendments) of Exhibit A (Standard Terms and Conditions) and signed by both parties.

6 DELIVERY OF SERVICES

- 6.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services, or other work other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.
- 6.2 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B (Statement of Work) and in accordance with the Payment and Deliverables Schedule, as outlined in Exhibit B.
- 6.3 All materials created by Contractor pursuant to or related to this contract, including, but not limited to, any and all writings, notes, designs, sketches, drawings, graphics, displays,

still images, moving images, videos, music, computer files, data, hardware and/or software (collectively, the "Works"), will be the sole and exclusive property of the County. Contractor acknowledges that all services Contractor provides under this contract are provided as an independent contractor on a work-for-hire basis. Copyright and any other intellectual property right in any work resulting from or related to the performance of the services under this contract will vest and be held in the name of the County.

Notwithstanding the foregoing, County grants the Contractor a non-exclusive license to use the Works created under this Contract for non-commercial purposes, provided relevant credit, logos, or other acknowledgments are included. The parties acknowledge that Contractor has its own writings, designs, models, resources, and tools as well as other proprietary material belonging to Contractor that predates this Contract. Contractor owns all rights, title, and interest in its own instructional materials, templates, engagement processes, professional development design, curriculum, lesson plans, and materials including all its own written material and work product developed or created by Contractor prior to or outside of this Contract. Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality including, without limitation, County policies concerning information technology, security, and the protection of confidential records and information.

- 6.4** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality including, without limitation, County policies concerning information technology, security, and the protection of confidential records and information.
- 6.5** Contractor declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for this Work Order, is within the purview of County Code Section 2.180.010.A.

7 INSURANCE REQUIREMENTS

In the performance of this Contract and until all obligations pursuant to this Contract have been met, Contractor must obtain at its own expense insurance coverage satisfying the requirements in Section 5 (Indemnification and Insurance) of Exhibit A (Standard Terms and Conditions).

- 7.1 Commercial General Liability Insurance.** Contractor must obtain Commercial General Liability naming the County and its Agents as an additional insured with limits of not less than:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

- 7.2 Auto Insurance.** If Contractor will utilize a motor vehicle to perform any portion of Exhibit B (Statement of Work), Contractor must obtain a policy of auto insurance that conforms to the requirements of Section 5 (Indemnification and Insurance) of Exhibit A (Standard

Terms and Conditions). The auto insurance policy limit must be equal to or exceed the California State minimum requirements for auto insurance liability.

7.3 Certificates of Insurance and copies of any required endorsements must be provided to the County's Project Manager prior to commencing services under this Contract.

7.4 Workers Compensation and Employers' Liability Insurance. Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8 CREDIT AND ACKNOWLEDGEMENT

The 2024 Art Summit is led by the Grants and Professional Development Division at the Los Angeles County Department of Arts and Culture, with generous support from The Getty Foundation. We thank the LA County Board of Supervisors for their ongoing support of this program.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles has caused this Contract to be executed on its behalf, the day and year first above written.

COUNTY OF LOS ANGELES

By: _____
Kristin Sakoda, Director
Department of Arts and Culture

Date: _____

CONTRACTOR

By: _____
Name
Title

Date: _____

By: _____
Name
Title

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy County Counsel



EXHIBIT A

STANDARD TERMS AND CONDITIONS

See

https://www.lacountyarts.org/sites/default/files/2023-05/ExhibitA_20230509.pdf

EXHIBIT B
STATEMENT OF WORK

1. PROJECT

Art Summit is an educational component meant to compliment the internship experience of students participating in the Los Angeles County Arts Internship program (AIP). The goals of Art Summit are to:

- 1) provide a space for interns to network, build connections and share with one another their internship experiences while in the program;
- 2) increase interns' awareness of the arts ecosystem of the region; and
- 3) introduce interns to the larger work of the Los Angeles County Department of Arts and Culture (Arts and Culture) as a whole, so they may better understand the role of the department and County in supporting the sector.

2. PROJECT BACKGROUND

AIP supports and strengthens the cultural sector of the County by providing access to high-quality opportunities for college students of all backgrounds to gain experience, understanding, and transferrable skills relevant to careers in the arts, the creative economy, and civic life. Since 2000, Arts and Culture has provided grants to nonprofit performing, presenting, film, media, literary, and municipal arts organizations in addition to social service and social justice nonprofits, to hire eligible college students for 400-hour internships over the course of a 9-month period. In addition to their experiences at their host organization, interns participate in educational opportunities facilitated by Arts and Culture, with Art Summit being the largest of these opportunities. The Art Summit will take place on a date to be determined in September 2024.

Art Summit is projected to include approximately one hundred and twenty interns and special guests for a half day in-person event, with the potential for a concurrent live stream. The 2024 Arts Summit will be highly interactive and should include a welcome from county stakeholders, in addition to some combination of workshops, panel presentations, small-group sessions, performances, and/or artmaking activities.

DELIVERABLES

- Secure Art Summit location for approximately 120 guests
- Contract caterer(s) for coffee, water, and lunch
- Subcontract with and make payments to all speakers, facilitators and vendors
- Schedule and staff all planning meetings
- Develop and implement an outreach plan to interns
- Manage event registration
- Staff the Arts Summit
- Live stream and record the Arts Summit
- Provide advice and guidance to increase equity and inclusion at the Arts Summit.

3. PAYMENT AND DELIVERABLES SCHEDULE

Contractor will adhere to the schedule outlined below. Adjustments to the schedule may be made upon mutual written agreement between Contractor and Arts and Culture.

Milestone /Phase	Description of Tasks and Deliverables	Due Date	Amount
Month 1	<ul style="list-style-type: none">Meet with Arts Internship team and schedule monthly team meetingsResearch location and caterer optionsResearch options for speakers, facilitators and performersDraft event proposal for Arts Internship team discussion and approval	May 1, 2024	TBD
Month 2	<ul style="list-style-type: none">Finalize event proposal with Arts Internship teamContinue to meet with Arts Internship team	June 1, 2024	TBD
Month 3	<ul style="list-style-type: none">Contract with speakers, facilitators and performers, caterer and event spaceImplement outreach planLaunch and manage registration	July 1, 2024	TBD
Month 5	<ul style="list-style-type: none">Provide final logistic information to all participantsStaff and execute the Art Summit	September 1, 2024	TBD
Month 7	<ul style="list-style-type: none">Make all final payments to all speakers and contractors	November 1, 2024	TBD
Total Contract Amount			\$45,000

4. QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract.

4.1 Monthly Meetings

Contractor is required to attend scheduled monthly meetings with Arts Internship team.

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor. The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Contract Project Monitor within ten (10) workdays.

4.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business

hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5. INVOICING AND PAYMENTS

5.1 Contractor shall submit invoices in accordance with the Payment and Deliverables Schedule.

5.2 The Contractor's invoices should contain: Contractor's Los Angeles County Vendor ID number, the Contract number, and the Milestone/Phase or Deliverable number in accordance with the Payment and Deliverables Schedule, for which payment is claimed.

5.3 All invoices under this Contract should be emailed to the County Project Lead within ten (10) business days of the stated due date.

5.4 Requests for partial payment for deliverables must be confirmed in writing by the County Project Lead.

5.5 Arts and Culture, in their sole discretion, will determine when a deliverable under this Agreement is acceptable. The County will have no obligation to pay for deliverables Arts and Culture deems unacceptable. Approval for payment will not be unreasonably withheld.

5.6 The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

5.7 The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

5.8 Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice. For more information on the County LSBE program, visit: <https://dcba.lacounty.gov/local-small-business-enterprise/>.

APPENDIX B

CONTRACTS REQUIRED FORMS

Exhibits

- 1) Proposer's Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Proposer's Debarment History and List of Terminated Contracts
- 5) Declaration
- 6) Community Business Enterprise (CBE) Information (Excel Worksheet)

CONTRACTS REQUIRED FORMS – FORM 1

PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	<p>Select the options that best define your firm’s business structure:</p> <p><input type="checkbox"/>Corporation <input type="checkbox"/>Limited Liability Company (LLC) <input type="checkbox"/>Limited Partnership <input type="checkbox"/>Sole Proprietorship <input type="checkbox"/>Non-Profit <input type="checkbox"/>Franchise <input type="checkbox"/>Other (Specify)</p>	<p>If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____</p> <p>State if Incorporation: _____ Year of Incorporation: _____</p> <p>If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____</p> <p>If other: Specify business structure name: _____</p>
	<p>Is your firm doing business under one or more DBA’s?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm: _____</p> <p>State of Incorporation or registration of parent firm: _____</p>
	<p>Has your firm done business as other names within last five (5) years?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s): _____</p> <p align="right">Year(s) of Name Change</p>

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	

CONTRACTS REQUIRED FORMS – FORM 2

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts “CT” number and upload a copy of firm’s most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) _____	Board Policy 5.065	Check the Certification below that is applicable to your company. <input type="checkbox"/> Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed. OR <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5.050	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/GROW participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption:

CONTRACTS REQUIRED FORMS – FORM 3
REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

PREFERENCE NOT REQUESTED

OR

<input type="checkbox"/> PREFERENCE REQUESTED (SELECT ALL THAT APPLY)		
Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.

CONTRACTS REQUIRED FORMS – FORM 4
PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: _____

1. DEBARMENT HISTORY (Check one)		YES	NO
Proposer is currently debarred by a public entity			
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Proposer has contracts that have been terminated in the past three (3) years.			

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

CONTRACTS REQUIRED FORMS – FORM 5
DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THE EXHIBITS 1-6 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Instructions for Completing Form

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

SUBMITTAL

Proposer must submit Form 6 - Community Business Enterprise (CBE) Information form in Excel format.

Proposer requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

(Name) *(Title)*

For County use only	
Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix D is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.