

APPROVED

MAY 07 2020

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 20-061

DATE May 7, 2020

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: COVID-19 AS-NEEDED LAUNDRY SERVICES – AWARD OF CONTRACTS

AP Diaz _____

S. Piña-Cortez _____

H. Fujita _____

C. Santo Domingo _____

V. Israel _____

*N. Williams now _____

Naal Denise Williams

General Manager

Approved X

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Find, that certain emergency response, and recovery work that stems from an emergency or catastrophic incident, such as a pandemic, may be beyond the capabilities of the City's workforce and may also require acquisition of goods and/or services on an emergency basis;
2. Find, that on March 4, 2020, the Mayor of the City of Los Angeles ("Mayor") declared a local emergency pursuant to Los Angeles Administrative Code ("LAAC") Section 8.21 et seq., ("Declaration of Local Emergency");
3. Find, that on March 6, 2020, the City Council approved a resolution ratifying the Declaration of Local Emergency;
4. Find, that in January of 2020 the World Health Organization ("WHO") declared the outbreak of novel Coronavirus 2019 ("COVID-19") a global health emergency and on March 11, 2020 the WHO designated the outbreak as a pandemic;
5. Find, that on March 3, 2020, the Governor of the State of California ("Governor") declared a state of emergency as a result of the COVID-19 pandemic, pursuant to the California Emergency Services Act and section 8625 of the California Government Code;
6. Find, that on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local and public health emergency in response to the increased spread of COVID-19;
7. Find, on March 13, 2020 the President of the United States ("POTUS") declared the COVID-19 pandemic an emergency ("US COVID-19 Emergency Declaration") pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-

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5207 ("Stafford Act") thereby allowing reimbursement of eligible emergency protective measures taken to respond to the COVID-19 emergency;

8. Find, that on March 17, 2020 the City Council unanimously resolved that the competitive bidding restrictions in Charter Section 371 and LAAC 10.15 be suspended for contracts entered into by City Departments in response to the local emergency and mitigation efforts related to the COVID-19 pandemic;
9. Find, that COVID-19 poses a unique health and public safety concern and City has need of contracts for as-needed laundry services ("Laundry Services"), including but not limited to the laundering of towels, fluff and fold services, and linen laundry services, all in support of emergency homeless shelter operations located at Department of Recreation and Parks (RAP) facilities which have been established in response to the COVID-19 crisis;
10. Find, that each of the contractors listed below are willing and able and have experience in providing the needed Laundry Services, and City desires to engage the contractors for this purpose;
 - A. SC Investments Corporation dba WASH-LA
 - B. Alligator Alpha, LLC dba Alligator Laundry
 - C. JMAAG, Inc. dba Tiffany's Laundry
 - D. Adin GardenSwartz dba Port Town Cleaners
11. Approve the award and execution of a contract (Contract), in substantially the form attached as Exhibit A to this Report, between RAP and the following firms, for as-needed Laundry Services, for a term of one year with two (2) options to extend the term of each Contract for one year per option, which shall be exercisable at RAP's sole discretion, and for an annual expenditure not to exceed One Million Dollars (\$1,000,000), subject to approval of the Mayor and the City Attorney as to form;
 - A. SC Investments Corporation dba WASH-LA
 - B. Alligator Alpha, LLC dba Alligator Laundry
 - C. JMAAG, Inc. dba Tiffany's Laundry
 - D. Adin GardenSwartz dba Port Town Cleaners
12. Authorize the Board of Recreation and Park Commissioners (Board) President and Secretary to execute the Contracts upon receipt of the necessary approvals.
13. Authorize RAP's General Manager or designee to make technical corrections as necessary to carry out the intent of this Report.

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SUMMARY

To protect the health and safety of vulnerable Angelenos during the COVID-19 crisis, in accordance with its Mass Care and Sheltering responsibilities under the City Charter and under the direction of the Emergency Operations Center, RAP has coordinated the establishment of emergency shelters for individuals experiencing homelessness. RAP initiated these shelter operations on March 20, 2020. Thirteen sheltering centers were opened as part of the City's initial response to the crisis and, subsequently, additional sheltering facilities have continued to be added on a roll-out basis. At the time of this report, the City is projected to have 24 facilities in operation at RAP parks.

One component of these operations has included the procurement and provision of laundering services or "fluff and fold" for the clothing items of individuals experiencing homelessness occupying the shelters as well as RAP-owned linens used by these individuals. Additionally, separate towel rental services were established to support the shower operations associated with each shelter site. These services were set up on an emergency basis.

The City has now procured sufficient towels, linens and other related items for its sheltering operations and therefore rental services of towels are no longer required. In order to more efficiently and cost effectively procure professional laundry services for towels, clothing, linens and other related items in connection with the emergency homeless shelter operations, RAP staff performed outreach to numerous vendors to solicit interest in contracting with the City for these laundry services.

With the assistance of, and in coordination with, the Mayor's Chief Procurement Officer, a host of local companies were identified and solicited for quotes and ability to perform the required laundry services. It was determined that smaller local businesses demonstrated the capability and interest to provide the individual laundering services required, and that larger business enterprises were less interested in providing the individual fluff and fold laundering services needed at the numerous shelters and sites located across the City's diverse geographic area.

The following contractors are recommended for the award of an as-needed, on-call contract for Laundry Services:

- SC Investments Corporation dba WASH-LA
- Alligator Alpha, LLC dba Alligator Laundry
- JMAAG, Inc. dba Tiffany's Laundry
- Adin GardenSwartz dba Port Town Cleaners

The above referenced companies provided RAP with requested quotes for service, including pricing for fluff and fold, towel laundering, and linen laundering. These quotes for service assume pick-up/delivery at a minimum of two to three times per week per site location, and a statement of any minimum weight charge for service that would be applied per pick-up/delivery site. Criteria used in the selection of the recommended contractor(s) included but was not limited to experience

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in providing these services, years in business, ability to fulfill all of RAP's requirements, and price per pound of laundry service.

A range of rates from \$0.85 to \$1.75 per pound (clean, dry weight) was proposed by the vendors who were determined to be the most favorable among the contractors willing and qualified to perform these services. As an example, based on an estimated volume of laundered items, the cost for these services for one site with a capacity of fifty (50) individuals is estimated to be \$3,000 to \$6,000 per month.

RAP staff recommends the Board approves the award of the Contracts to each of the four aforementioned vendors and authorize the Board President and Secretary to execute the Contracts with each of them, subject to approval by the City Attorney as to form.

The selected vendors are being recommended to the Board for an as-needed, one (1) year contract, in an amount not to exceed an annual expenditure of One Million Dollars (\$1,000,000) per contract per year. Work for the contractors may be divided regionally and will be initiated under detailed Task Orders. RAP shall have two (2) options to extend the term of each Contract for one year per option, which shall be exercisable at RAP's sole discretion.

The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The Laundry Services that RAP is requesting shall be on an as-needed basis; RAP, in entering into each Contract, guarantees no minimum amount of business or compensation. The Contracts shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Emergency Rev) which is a part of each Contract.

FISCAL IMPACT

The extent of the fiscal impact of the award and execution of these Contracts is currently unknown as the full-extent of the effect of the COVID-19 pandemic is unknown at this time. RAP has submitted funding requests to the City Administrative Officer (CAO) for a variety of COVID-19 response expenses, including laundry services. RAP expects to coordinate with the CAO to seek reimbursement from the State and Federal Government and its agencies such as the Federal Emergency Management Agency for costs associated with these emergency services. However, the extent of reimbursement that will be obtained is currently unknown.

This Report was prepared by John Busby, Senior Management Analyst I and Robert Feld, Sr. Management Analyst II, and by Matthew Rudnick, Chief Management Analyst.

LIST OF ATTACHMENTS/EXHIBITS

Proposed Contract

PROFESSIONAL SERVICES AGREEMENT

Contractor: **[Contractor Name]**

Regarding: **As-Needed Laundry Services**

Said Agreement is Number _____

Professional Services Agreement
[CONTRACTOR NAME]

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ATTACHMENTS

- Attachment A – Standard Provisions for City Contracts (Emergency Rev.)
- Attachment B – Scope of Work
- Attachment C – Fee Schedule
- Attachment D – Certification Regarding Lobbying

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES AND
[CONTRACTOR NAME]**

THIS AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, acting by and through its Department of Recreation and Parks (“RAP”), and [CONTRACTOR NAME], (“Contractor”), licensed to do business in the state of California, with reference to the following:

RECITALS

WHEREAS, certain emergency response, and recovery work that stems from an emergency or catastrophic incident, such as a pandemic, may be beyond the capabilities of the City’s workforce and may also require acquisition of goods and/or services on an emergency basis; and

WHEREAS, on March 4, 2020, the Mayor of the City of Los Angeles (“Mayor”) declared a local emergency pursuant to Los Angeles Administrative Code (“LAAC”) Section 8.21 et seq., (“Declaration of Local Emergency”); and

WHEREAS, on March 6, 2020, the City Council approved a resolution ratifying the Declaration of Local Emergency; and

WHEREAS, in January of 2020 the World Health Organization (“WHO”) declared the outbreak of novel Coronavirus 2019 (“COVID-19”) a global health emergency and on March 11, 2020 the WHO designated the outbreak as a pandemic; and

WHEREAS, on March 3, 2020, the Governor of the State of California (“Governor”) declared a state of emergency as a result of the COVID-19 pandemic, pursuant to the California Emergency Services Act and section 8625 of the California Government Code; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local and public health emergency in response to the increased spread of COVID-19; and

WHEREAS, on March 13, 2020 the President of the United States (“POTUS”) declared the COVID-19 pandemic an emergency (“US COVID-19 Emergency Declaration”) pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (“Stafford Act”) thereby allowing reimbursement of eligible emergency protective measures taken to respond to the COVID-19 emergency; and

WHEREAS, on March 17, 2020 the City Council unanimously resolved that the competitive bidding restrictions in Charter Section 371 and LAAC 10.15 be suspended

for contracts entered into by City Departments in response to the local emergency and mitigation efforts related to the COVID-19 pandemic; and

WHEREAS, COVID-19 poses a unique health and public safety concern and City has need of a contract with Contractor to facilitate the acquisition of various services and goods as needed as part of City's response to the introduction of COVID-19 among the people of the City of Los Angeles; and

WHEREAS, City requires laundry service associated with numerous emergency sheltering operations for individuals currently experiencing homelessness located at RAP facilities set up in response to the COVID-19 crisis including, but not limited to, the laundering of towels, fluff and fold services, and linen laundry services, referred herein collectively as "Laundry Services"; and

WHEREAS, Contractor is willing and able and has experience in providing the needed goods and services and City desires to engage Contractor for this purpose; and

WHEREAS, the number of RAP sheltering sites is expected to increase and/or change and Contractor is willing and able to accommodate any increase or change in Laundry Services in response to such changing operational needs.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Contractor (each a "Party" and collectively, the "Parties") agree as follows:

ARTICLE A – PURPOSE AND SCOPE OF WORK

1. As directed by City, Contractor agrees to provide the **Laundry Services** as provided in **Attachment B, Scope of Work**, which is hereby incorporated into this Agreement by reference, and perform such other functions as further articulated in this Agreement.
2. Any modifications in the terms and/or conditions to this Agreement shall require the execution of an amendment, approved and signed by an authorized representative of both City and Contractor. If Contractor performs any modification without a written amendment, City shall neither pay for, nor be obligated to accept said modification.

ARTICLE B – NOTICES AND TERM

1. Representatives of the Parties and Service of Notices

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

1.1.1 The representative of City will be, unless otherwise stated in the Agreement:

[City Representative]

With copies to:

[Any Other City Representatives]

1.1.2 The representative of Contractor will be:

[Contractor Representative]

- 1.2. Formal notices, demands, and communications required hereunder by either party will be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- 1.3. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice will be given, in accordance with Article I, within five (5) business days of said change.
2. Term of Performance. The term of this Agreement shall commence on the date of execution and terminate one (1) year from that date, subject to the early termination provisions herein as outlined in the Standard Provisions for City Contracts (Emergency Rev.) attached hereto as Attachment A and availability of City-budgeted funds. RAP shall have two options to extend the term of this Agreement on the same terms and conditions by one year for each option, such options to be exercised at RAP's sole discretion.
 - 2.1 Ratification Clause. Due to the need for Contractor's services to be provided urgently, continuously, and on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

ARTICLE C – DATA SECURITY AND PRIVACY

1. Data Ownership. As between the parties, City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against, or to City Data.

City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit.

2. Data Protection

1. Contractor shall use best efforts, but in no event less than information security industry standard protections, for the type of data at issue, to prevent unauthorized access to, or use, disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data, including all information obtained by Contractor during the scope of conducting background investigations for City.
2. Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data or a candidate's personal information. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed or industry standard of care, Contractor shall safeguard City Data using measures no less stringent than the measures Contractor applies to Contractor's own personal data and non-public data of similar kind.
3. Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data at rest and in transit and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.
4. At no time may any content or City processes be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include City.

At any time during the term of this Agreement, at City's written request, Contractor shall, and shall instruct all of its employees and subcontractors to, promptly return to City all copies, whether in written, electronic, or other form of media, of City Data in its possession, or securely dispose of all such copies, and certify in writing to City that such City Data has been return to City or disposed of securely. Contractor shall comply with all reasonable directions provided by City with respect to the return or disposal of City Data. Except as set forth in this provision and **ATTACHMENT B, Scope of Work**, CONTRACTOR'S obligations to retain City Data during the term of this contract and following (1) final payment made by CITY, (2) the expiration of this Agreement, or (3) the termination of this Agreement, are governed by

ATTACHMENT A, Standard Provisions for City Contracts (Emergency Rev.). After CONTRACTOR has retained City Data for the period(s) specified by **ATTACHMENT A, Standard Provisions for City Contract** (“Retention Period”), Contractor shall securely dispose of all City Data, and certify in writing to CITY, within 30 days of the expiration of Retention Period, that City Data has been securely disposed of.

3. Compliance with Privacy Laws. Contractor shall ensure that Contractor’s performance of Contractor’s obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to compliance.
4. Confidential Information. Contractor understands that all City Data, whether written or readable by machine, including written or recorded data, documents, graphic displays, reports, and other documentation or other materials which contain information relating to Contractor’s performance hereunder are considered confidential property of City. Contractor understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, contractors or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by City’s representative. This section shall remain in effect after the termination of this Agreement until such time as the Confidential Information has been released by City. The provisions of this subsection shall survive expiration or termination of this Agreement.
5. Provision of Data. Upon termination of this Agreement for any cause or reason (including City’s breach), Contractor shall provide City with a copy of all City Data in Contractor’s possession in a mutually agreeable machine-readable format.
6. Data, Development, and Access-Point Location. Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor’s continental United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of City, Contractor may grant personnel and contractors located outside the continental United States remote read-only access to City Data only as required to provide proctoring and other technical support in relation to the services

contemplated herein. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement.

7. Data Breach. Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. Contractor shall notify City as soon as reasonably feasible, but in any event, within twenty-four (24) hours in writing and telephonically of Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. If directed by City, Contractor shall retain an independent third party to conduct the investigation at Contractor's sole cost. At City's sole discretion, City and/or its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement. Contractor is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by City, the provision of identity protection services to individuals affected by the Security Incident. If required by law or directed by City, Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City having final approval of the content of the notification. In the event City incurs any costs related to the breach referenced above, City will seek reimbursement from Contractor or reduce Contractor's invoice for costs associated with breach of security.

7.1 Data Breach Liability. If City is subject to any claims relating to any Data Breach or Security Incident, Contractor shall fully indemnify and hold harmless City and defend City against any such claims, including reimbursement of any costs incurred by City relating to those claims. This obligation is in addition to any of Contractor's other indemnification obligations in this Agreement.

8. Firewalls and Access Controls

- 8.1 Access Precautions. Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:
- 8.1.1 Prevent anyone other than City, Contractor, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;
 - 8.1.2 Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and
 - 8.1.3 Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel.
- 8.2 Security Best Practices. Contractor shall implement the following security best practices with respect to any service provided:
- 8.2.1 Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.
 - 8.2.2 Separation of Duties: Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.
 - 8.2.3 Role-Based Security: Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.
- 8.3 Access Restrictions. Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only those of Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor will implement any City request to revoke or modify user access within twenty-four (24) hours or the next business day of receipt of City's request. Contractor will disable user accounts after at most ten (10) consecutive invalid authentication attempts.

9. Right of Audit by City. Without limiting any other audit rights of City, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City may review Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program. These audit rights are in addition to any other audit rights set forth in **Attachment A, Standard Provisions for City Contracts (Emergency Rev.)**.
10. Written Information Security Policy. Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) business days of City's request, Contractor shall make available for City's review Contractor's Information Security Policy and any related SOC audits, information security certifications, or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.
11. Change in Service. Contractor shall notify City of any changes, enhancement, and upgrades to Contractor's systems, or changes in other related software services, as applicable, which can impact the security of the services.

ARTICLE D – PAYMENT AND INVOICING

1. Payment Terms and Deliverables. City will pay Contractor an amount for Laundry Services provided under this Agreement in accordance with Attachment C, Fee Schedule. Contractor shall provide such services as set forth in Attachment B at Sites (as defined in Attachment B) pursuant to a Task Order issued by City. The total compensation awarded under this Contract will not exceed One Million Dollars (\$1,000,000.00) annually during the term of this Agreement on an as-needed, non-exclusive basis. CITY in entering in this Contract guarantees no minimum amount of compensation. CITY staff will monitor this not-to-exceed aggregate total.
2. Limitation of City's Obligation to Make Payments to Contractor. Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for City to comply with its governing legal

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

3. Invoicing

3.1 Invoicing

3.1.1 Invoices must be submitted to:

[City Recipient for Invoices]

3.1.2 If indicated on the written Task Order, invoices shall be submitted to the specified City Department for payment of services rendered under this Agreement.

3.1.3 To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.

3.1.4 Contractor shall submit invoices that conform to City standards and include, at a minimum, the following information:

- i. Name and address of Contractor
- ii. Name and address of City department being billed
- iii. Date of invoice and date service was completed
- iv. Agreement number or authority (purchase order) number
- v. Description of and amount due for completed task and deliverable provided
- vi. Discount and terms (if applicable)
- vii. Remittance Address (if different from Contractor's address)

5. All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices must be submitted within thirty (30) days of provision of service, and shall be submitted bi-monthly per Site, and will be

payable to Contractor no later than 30 calendar days after acknowledged receipt of a complete invoice. Invoices shall be itemized per pound of clean, dry weight of laundry and listed by the following service categories: (1) towels, (2) fluff & fold laundry, (3) linen. Invoices must indicate the date of laundry drop-off per site and if a minimum charge was applied. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by City's Fiscal Officer. Nevertheless, City will not pay any late charges, penalties, costs, fees, or interest as a result of any late payment by City. Contractor shall notify City within 10 days of the date on which Contractor has reached 80 percent of the Agreement's not to exceed amount.

6. Invoices and supporting documentation must be prepared at the sole expense and responsibility of Contractor. City shall not compensate Contractor for costs incurred in invoice preparation. City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. City reserves the right to request additional supporting documentation to substantiate costs at any time. Immediately upon request by City, Contractor agrees to furnish any documentation or information requested by City for the purpose of seeking cost reimbursement from FEMA. Contractor agrees to maintain all documents and records and to adhere to all processes required for reimbursement by FEMA.
7. Subcontractors' Requirements. Tasks that are completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
8. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

ARTICLE E - ELECTRONIC SIGNATURE AND COUNTERPARTS

This Contract may be executed in one or more counterparts, and by the parties in the separate counterpart, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or similar format mutually agreed by City and Contractor) and send by email shall be deemed original signatures.

ARTICLE F – REPRESENTATIONS AND WARRANTIES

1. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses. Contractor represents and warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in Contractor’s profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.
2. COVID-19 Notification Requirement. Contractor shall immediately notify City in the event that any person who has performed services for Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this Agreement, (a) has been diagnosed with COVID-19, (b) has been informed by a medical professional that the person is likely to have COVID-19, or (c) if any such person is advised to isolate himself/herself in accordance with the County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order (April 1, 2020).

ARTICLE G – STANDARD PROVISIONS FOR CITY CONTRACTS

1. Standard Provisions for City Contracts Emergency Rev). Contractor agrees to, and shall comply with, the **Standard Provisions for City Contracts (Emergency Rev.)**, which are attached hereto as **Attachment A** and made a part hereof as though fully set forth herein.
2. Disclosure of Border Wall Contracting. Contractor shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 et seq., “Disclosure of Border Wall Contracting.” City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE H - FEMA Provisions

1. Compliance with FEMA Requirements. Contractor shall comply with all requirements for City to be reimbursed under Federal Emergency Management Agency (“FEMA”) rules and regulations.
2. Clean Air Act
 - 2.1 This section applies to contracts exceeding \$150,000.
 - 2.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- 2.3 Contractor agrees to report each violation to City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- 2.4 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. Federal Water Pollution Control Act

- 3.1 This section applies to contracts exceeding \$150,000.
- 3.2 Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 3.3 Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- 3.4 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Suspension and Debarment

- 4.1 This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify (by signing this Agreement) that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 4.2 Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 4.3 This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4.4 Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

If Contractor has applied for or received an award for a contract of \$100,000 or more, Contractor (and any of its subcontractors) shall sign and submit to the City the certification attached hereto as Attachment D. Contractor and its subcontractors each certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

ARTICLE I – MISCELLANEOUS

1. Insurance. Contractor shall maintain the level of insurance required in the completed Form Gen. 146, Required Insurance and Minimum Limits, which is attached as [Exhibit 1] to **Attachment A, Standard Provisions for City Contracts (Emergency Rev.)**. The insurance must name City as additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least 30 days' prior written notice by the respective insurer to City.
2. Separation Assistance. In the event of separation, Contractor shall provide separation assistance to City to facilitate separation.
3. Contractor's Personnel & Subcontractors. Except as expressly provided in Subsection 3.1 below, Contractor shall use its own employees to perform the services described in this Agreement. City shall have the right to review and approve any personnel who are assigned to work under this Agreement. Contractor agrees to remove personnel from performing work under this Agreement if requested to do so by City. City reserves the right to have Contractor replace any project personnel with equally or better qualified staff upon submitting written notice to Contractor. In addition, City reserves the right to approve in advance any changes in project personnel or levels of commitment by Contractor to the project.
 1. Subcontractors. Contractor may utilize subcontractors to assist in performance of this Agreement, provided that (i) at least thirty (30) days prior to the commencement of any work by the subcontractor, Contractor notifies the City of the identity of the subcontractor it proposes to use, along with a description of the work it intends subcontractor to perform, (ii) City does not object in writing to the use of that subcontractor; and (iii) all subcontractors, prior to the commencement of any work contemplated herein, enter into a written agreement with Contractor that binds those subcontractors to terms that are at

least as protective of the rights and information of the City under the terms of this Agreement. Notwithstanding the fact that Contractor may utilize subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. City reserves the right to request replacement of a subcontractor at any time. City does not have any obligation to pay subcontractors and nothing herein creates any privity between City and the subcontractors.

2. Adverse Incident. City reserves the right to investigate any reported adverse incident involving Contractor or Contractor's personnel that allegedly occurred or was a result of work performed for City. Contractor shall provide all requested information and assist City in conducting these investigations.

4. Non-Exclusive Agreement. Contractor understands and agrees that this is a non-exclusive Agreement to provide services to City and that City has entered into contracts with other contractors and will continue to do so. City may terminate this Agreement and use any of the contractors with whom City has current or future contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work, if any, to be received by Contractor under this Agreement.

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

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

7. Ambiguity. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

8. Amendments to Agreement. Any changes in the terms of this Agreement, including changes in the services to be performed by Contractor, extension of the term, and any increase or decrease in pricing, must be incorporated into this Agreement by a written amendment properly executed by both parties.

9. Notice of Delays. Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

10. Entire Agreement. This Agreement, including all Attachments and documents incorporated herein by inclusion or by reference, contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.
11. Order of Precedence. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by **Attachment A, Standard Provisions for City Contracts (Emergency Rev.)**, followed by any other exhibits or attachments to this Agreement in the order in which they are attached.
12. Safety and Security. Contractor personnel may be required to sign-in and sign-out at Sites where Contractor's Laundry Services are performed/delivered. Security provisions for all such Sites must be strictly observed. If a Site has security provisions in place that must be observed, it is the responsibility of the City to notify the Contractor of such provisions in advance. All Contractor personnel must be uniformed or have visible identification at all times. Contractor personnel may be required to provide photographic identification for inspection upon entering any Site. The Contractor is advised that for all Sites, Contractor personnel shall strictly abide by all City policies and procedures at all times. Failure to adhere to any such policies or procedures by the Contractor or its personnel will constitute a material breach of this Agreement for which the City may immediately terminate this Agreement. Contractor may be required or directed to take additional precautionary measures due to the COVID-19 pandemic such as, but not limited to, wearing a mask while on Site, using gloves or taking other precautionary measures as required by the City in its sole discretion. Contractor will be notified of such measures in advance of entering any Site.

This Agreement is executed in three (3) duplicate originals,
each of which is deemed to be an original.

(Signature Page to Follow)

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

THE CITY OF LOS ANGELES

[CONTRACTOR]

By: _____
[CITY SIGNATORY]

By: _____
[CONTRACTOR SIGNATORY]

Date: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: _____
[ATTORNEY NAME]
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

* Approved Signature Methods:

1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

1) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

City Business License Number: _____
Internal Revenue Service Taxpayer Identification Number: _____
Agreement Number: _____

Professional Services Agreement
[Contractor Name]
Attachment A
Standard Provisions for City Contracts (Emergency Rev)

**As-Needed Laundry Services
Attachment B
Scope of Work**

LAUNDRY SERVICES

Laundry Services, as the term is used in this Agreement, shall include, but not be limited to, pick-up, sorting, washing, sanitizing, tumbling (drying), starching, ironing (pressing), folding, mending, marking, bundling, and delivery of clothing, linens, blankets, towels and other similar items. Contractor shall provide Laundry Services for emergency homeless shelters and locations operated on properties owned by RAP (each a “Site” and collectively “Sites”) and which will be specified in a Task Order. Such Sites may include recreational facilities, trailers, or other RAP locations where individuals are sheltered. Laundry Services shall be billed in accordance with the fee schedule in Attachment C on a per Site basis.

The provision of Laundry Services shall primarily support Sites in the City of Los Angeles where emergency homeless sheltering operations are conducted. Contractor shall provide Laundry Services consistent with the descriptions offered below for the following items / service categories:

Bath Towels – Each Site may include a brick-and-mortar shower facility or a mobile shower facility. Contractor shall launder towels used at these facilities and return them folded and ready for use.

Fluff and Fold – Each Site accommodates differing numbers of individuals depending on facility capacity / number of beds. Additionally, the number of emergency homeless shelter occupants may vary from day-to-day. Contractor shall provide “fluff and fold” laundry service for clothing and garments and other belongings of the individuals occupying the Sites, and therefore must pick up and deliver bagged and tagged items according to the individual to whom the items belong.

Linen Laundry – Each Site has linens owned by the City or owned by the Site occupants that may require routine cleaning including, but not limited to, sheets, pillowcases, blankets and any other items necessary for emergency homeless shelter operations.

Assorted Laundry Items – There may be other items that require laundering and sanitizing service that are not specifically defined above.

Contractor shall furnish all labor, materials, supplies, equipment, tools, skills, and supervision necessary for the completion of all Laundry Services.

PICK UP AND DELIVERY

Contractor shall pick up and deliver laundered items at various Sites specified by City in a Task Order. The emergency homeless shelter program in the City of Los Angeles may include up to 42 Sites or additional shelter Sites. City may assign Contractor a portion of these Sites, organized

by geographic region, in a Task Order. City shall provide Contractor with the points of pick-up and delivery at each Site in advance of the initiation of service.

Pick-up and delivery of various categories of laundry as described above (towels, fluff and fold, linens, etc.) shall be made simultaneously on the same pick-up/delivery day. Such items will be picked up on Pick-up/Delivery Days, laundered, folded, and returned neatly to the Site on the following Pick-up/Delivery day. Various categories of items may have differing pick-up points in or around the individual Sites as is operationally convenient for RAP.

All Laundry Services must be performed at the City's convenience so as not to interrupt its operations and pick-up/delivery schedules shall be mutually agreed upon by both Parties in advance of the performance of services. Pick-up/delivery may be required two to three times per week at each Site. Some Sites may require *ad hoc* pickup and delivery. In such cases, Contractor will be provided sufficient time to effect pick up and delivery. City will make a reasonable attempt to have all laundry items ready for pick-up at the agreed upon time on the day of pick-up.

Contractor acknowledges that the number of laundry items requiring laundering each week will vary depending on the number of people occupying a particular Site. Payment is to be made per pound of actual laundry that is laundered per Site and is to be measured at the clean, dry weight of the laundry according to the rates in Attachment C.

PROVISION OF EQUIPMENT

Contractor shall provide all equipment and materials needed to facilitate the collection of and delivery of laundry at each Site including laundry carts, linen bags for soiled linen, etc. Each Site will require, at a minimum, sufficient laundry carts, stands, soiled linen bags to handle the amount of laundry for the Site's needs. Carts are to be provided by Contractor to the Sites to provide storage of laundry items until pick-up. The equipment and materials provided by the Contractor (laundry carts, soiled linen bags, stands, etc.) shall remain the property of the Contractor.

Carts are to remain at the Sites until they are determined by Site staff to have become dirty in which case they are to be replaced by new carts by the Contractor. Cart casters shall be the non-marking type. City will take reasonable precautions to ensure that the Contractor's equipment is maintained and utilized in a safe manner and shall report any breakage or damage to the Contractor's Representative. RAP shall be responsible for reasonable cost of repair for any of Contractor's equipment damaged while at a Site which occurs solely as a result of the acts of Site occupants or Site staff, except for any damages due to reasonable wear and tear from use of such equipment.

SAFETY ORDERS

At all times while at Sites or while approaching Sites, Contractor's agents and employees shall wear face coverings over the nose and mouth and adhere to social distancing recommendations by maintaining six feet of distance from other individuals based on recommendations by the Centers for Disease Control and Prevention ("CDC") to address COVID-19 as a public health

concern, and shall follow all related guidance from the Los Angeles County Department of Public Health.

TASK ORDERS

City shall provide Task Orders to the Contractor detailing the Sites for which Pick-up and Delivery services are required as well as the duration of time for which the Laundry Service must be provided. City will make a reasonable attempt to provide an estimate of the volume of laundry items at each Site based on the number of occupants. Task Orders may be communicated via signed letter from a City representative or via electronic mail from City representative.

Professional Services Agreement
[CONTRACTOR NAME]
Attachment C – Fee Schedule

Category	Price per Pound* (Clean Weight)
Towels	
Fluff and Fold	
Linens	
Other items to be laundered	

*Price per Pound shall be inclusive of all fees, including delivery, supervision, supplies, insurance, etc. Vendor is expected to provide laundry bags, stands and/or carts as needed.

lbs.

Minimum Pounds Per Pick Up, Per Site (if applicable):

ATTACHMENT D
44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Title of Contractor's Authorized Official

Date