


CITY OF LOS ANGELES

INTER-DEPARTMENTAL MEMORANDUM

Date: November 22, 2023

To: Honorable City Council
c/o City Clerk, Room 395
Attention: Honorable Heather Hutt, Chair, Transportation Committee

From: Laura Rubio-Cornejo, General Manager 
Department of Transportation

Subject: **AUTHORITY TO ISSUE A REQUEST FOR PROPOSAL FOR THE TRANSIT VEHICLE ADVERTISING SERVICES**

SUMMARY

The Los Angeles Department of Transportation (LADOT) requests authorization to release a Request for Proposals (RFP) to provide transit vehicle advertising services.

RECOMMENDATION

AUTHORIZE the LADOT General Manager to release an RFP for the continued provision of the transit vehicle advertising services, a revenue-generating advertising program, for a three-year contract term with the option of two one-year contract extensions for a total of five years.

BACKGROUND

LADOT has contracted for transit vehicle advertising services through a competitive bidding process since 2006 to provide additional revenue for LADOT operations through transit advertising. The transit vehicle advertising contractor solicits advertising purchases from interested firms to place exterior and interior advertisements on LADOT transit vehicles and is responsible for installing, maintaining, and removing these advertisements. LADOT and other City agencies can reserve advertising space on the transit vehicles.

The scope of work primarily involves designing, developing, selling, placing, and maintaining various advertising signs and displays in the interior and exterior of LADOT's Commuter Express and DASH transit fleet vehicles.

The selected advertising firm must work with LADOT's transit service contractors that operate and maintain the City-owned and leased vehicles when installing advertising collateral, and removing advertising materials at times convenient and non-disruptive to LADOT fleet operations and maintenance.

DISCUSSION

LADOT Transit Division seeks to contract with a qualified advertising firm to create and manage a revenue-generating transit advertising program on the agency's transit vehicles for a three-year contract term with the option of two one-year contract extensions.

The current transit vehicle advertising services contract expired on September 30, 2023. LADOT intends to release the new transit vehicle advertising services RFP before the end of the year. While the RFP is going through the procurement process, LADOT will be requesting to extend the term of the Agreement for 12 months, followed by a month-to-month option for an additional six months for a total of 18 months, from October 1, 2023 to March 31, 2025, to allow additional time for the City to issue a new RFP and award a new contract. If the request to extend the term is not approved, LADOT will not be able to place advertisements on transit vehicles and lose potential revenue from advertising sales until a new contract is awarded.

This RFP requires definitive sales and business plans that will establish LADOT as a strong advertising franchise appealing to national, regional, and local advertisers. Given that Los Angeles is the second largest media market in the nation, LADOT seeks a minimum of 60% of net revenues. LADOT defines net revenues as equal to gross revenues minus commissions paid to recognized advertising and media placement agencies.

FISCAL IMPACT

There is no impact on the general fund. The transit vehicle advertising services is a revenue-generating program. Revenue generated through this contract is deposited in the City's Proposition A Local Transit Assistance Fund, which supports City transit services.

REQUEST FOR PROPOSALS TRANSIT VEHICLE ADVERTISING SERVICES



ISSUED BY

**CITY OF LOS ANGELES
DEPARTMENT OF TRANSPORTATION
BUREAU OF TRANSIT SERVICES**

DECEMBER 2023

RFP OVERVIEW

DATE ISSUED:	December 8, 2023
RFP NUMBER:	RAMPLA Opportunity # 209546
TITLE:	Transit Vehicle Advertising Services
DESCRIPTION:	The City of Los Angeles Department of Transportation is seeking proposals from qualified out-of-home firms to create and manage a revenue-generating transit advertising program on the agency's transit vehicles
PRE-PROPOSAL CONFERENCE:	<p>A web-based pre-proposal conference will be conducted on Wednesday, December 20, 2023, at 10:00 AM PST. Attendance is mandatory for firms responding to this RFP. Interested proposers must register for the webinar on Zoom at the following link: https://us02web.zoom.us/webinar/register/WN_BIM8Rw5ITvSjlxRphbwGMw no later than Friday, December 15, 2023, at 4:00 PM PST, to receive a webinar invitation.</p> <p>Proposers may submit inquiries in writing via Google Form at: https://forms.gle/AKJLnZZJKb3kCVtLA prior to the pre-proposal conference or at the conference via the virtual platform. Further questions must be submitted prior to the end of the final day to submit written questions as specified in Section 2. Answers to all questions will be provided via the RAMPLA website.</p>
BIP OUTREACH DEADLINE:	Business inclusion Program (BIP) Outreach is not required for this solicitation.
PROPOSAL DEADLINE:	February 7, 2024, Wednesday, by 3:00 PM (PST)
PROPOSAL DELIVERY ADDRESS:	LADOT will not accept hard copy responses, including hand-delivery, UPS, or mail courier. All solicitation responses must be received by the above deadline and submitted electronically through Hightail (https://spaces.hightail.com/signup) to lindsey.estes@lacity.org with a copy to beverly.flynn@lacity.org .
PROJECT MANAGER:	Janna Smith Supervising Transportation Planner II Project Coordination & Evaluation Janna.Smith@lacity.org
CONTRACT ADMINISTRATOR:	Lindsey Estes LADOT Department Contract Coordinator lindsey.estes@lacity.org
QUESTIONS:	<p>The deadline to submit questions is Wednesday, January 10, 2024, by 5:00 PM (PST).</p> <p>Proposers may submit questions regarding this RFP by Google Form at https://forms.gle/AKJLnZZJKb3kCVtLA. All questions and answers will be available to all Proposers on the RAMPLA website at: www.rampla.org. No individual answers will be given.</p>

Table of Contents

1. INTRODUCTION AND BACKGROUND	1
1.1 Objective of the Request for Proposal	1
1.2 Program Background	1
1.3 Description of Existing LADOT DASH and Commuter Express Services	2
1.3.1 Downtown DASH Service	2
1.3.2 Community DASH Service	2
1.3.3 Commuter Express Services	2
1.4 LADOT BUS FLEET INFORMATION	3
1.4.1 Commuter Express Fleet	3
1.4.2 DASH Services Fleet	4
1.5 Program Goals	5
1.6 Overview	6
1.7 Transit Advertisement Content Policy and Guidelines	7
2. SCHEDULE FOR RFP PROCESS	7
3. PERSONNEL	8
3.1 Project Manager/Account Manager	9
3.2 Sales Manager	9
3.3 Supervision	10
3.4 Subcontractors	10
4. SCOPE OF WORK	10
TASK 1. Business Plan	10
TASK 2. Sales Plan	11
TASK 3. Establishment of Sales Rates and Rate Card Review	13
TASK 4. Advertisements Inventory, Placement, Removal, and Disposal	14
TASK 5. Transition Plan	20
5. CONTRACT TERM	21
6. PROPOSAL FORMAT AND SUBMISSION	21
6.1 Proposal Content	22
6.1.1 Cover Letter	22
6.1.2 Table of Contents	22
6.1.3 Company Profile	22
6.1.4 Proposer Qualifications	23
6.1.5 References	23
6.1.6 Compensation Plan Requirements	24

6.1.7 City Contracting Requirements	24
6.1.8 Financial Background	24
6.2 Submitting Proposals	24
6.3 Pre-Proposal Conference	25
6.4 RFP Addenda/Clarifications	26
6.5 Acceptance of Terms and Conditions	26
6.6 Proposal Conditions and Limitations	26
6.7 Conference During the Proposal Period	26
6.8 Terms of Withdrawal	26
6.9 Execution of Proposals	27
6.10 Disposition of Proposals	27
6.11 Limitations	27
7. EVALUATION AND SELECTION PROCESS	28
7.1 Evaluation and Selection Process	28
7.2 Mandatory Requirements	28
7.3 Evaluation Criteria	28
7.3.1 Qualification of Firm	28
7.3.2 Adequacy of Project's Business and Sales Plans	29
7.3.3 Qualification of Staff	29
7.3.4 Proposed Compensation Plan	29
7.4 Oral Interview	30
7.5 Evaluation and Forced Ranking	30
7.6 Local Business Preference Program Ordinance	31
7.7 California Labor Code Evaluation Points	31
8. TERM OF CONTRACT	31
9. GENERAL TERMS AND CONDITIONS	32
9.1 Standard Provisions for City Contracts	32
9.2 City Contracting Requirements	32
9.3 Insurance Requirements	32
9.4 Executive Directive 35 Requirement	32
9.5 COVID-19 Vaccination Requirement	32
9.6 Executive Directive 35 Requirements and Compliance	33
10. PROTEST PROCEDURES	33
10.1 Protest Timeline and Submission	33
10.2 Protest of Content	34

10.3 Protest Against Another Respondent	34
10.4 Contract Compliance Protest	34
10.5 Selection Process Protest	34
10.6 Protest Review Process	34
10.7 Protests and Subcontractors	35
11. GENERAL CITY RESERVATIONS	35
12. EVALUATION OF CITY PERSONAL SERVICES CONTRACTORS	37
13. EXHIBITS	37
14. ATTACHMENTS	37
15. APPENDIX A	37

1. INTRODUCTION AND BACKGROUND

1.1 Objective of the Request for Proposal

The City of Los Angeles Department of Transportation (hereinafter referred to as “City,” or “LADOT” interchangeably throughout this Request for Proposals) is seeking proposals from qualified out-of-home advertising firms to create and manage a revenue-generating transit advertising program on the agency’s transit vehicles. The City uses the Request for Proposals (RFP) procurement method to secure a firm’s services for a three-year (3) term contract with the option of two one-year contract extensions.

The scope of work is primarily to design, develop, sell, place, and maintain various advertising signs and displays in the interior and exterior of transit buses utilized by LADOT and additional locations that may be authorized at the sole discretion of LADOT. These vehicles, owned or leased by LADOT, are operated and maintained by private carriers under contract with LADOT.

The Proposer (hereinafter known as “Proposer,” “Contractor,” or “Firm” interchangeably throughout this RFP) shall demonstrate its ability to market, price, and sell the advertising spaces. This RFP requires definitive Sales and Business Plans that, when implemented, will establish LADOT as a strong advertising franchise appealing to national, regional, and local advertisers.

LADOT encourages Proposers to identify innovative ways to generate revenue and to share that revenue with LADOT. LADOT encourages recommendations from Proposers for other revenue-enhancing opportunities that maintain the brand image of LADOT. LADOT encourages additional advertising options in the Proposer’s response to this RFP.

Given that Los Angeles is the second-largest media market in the nation, LADOT seeks a minimum 60% of net revenues. LADOT defines net revenues as equal to gross revenues minus commissions paid to recognized advertising and media placement agencies.

LADOT competitively contracts all its transit services. The selected out-of-home advertising firm must work collaboratively with LADOT’s transit service contractors to install advertising collateral at times convenient and non-disruptive to LADOT fleet operations and maintenance. The out-of-home advertising firm selected will be required to coordinate with LADOT’s service providers to install and remove advertising materials at times convenient and non-disruptive to LADOT fleet operations and maintenance.

1.2 Program Background

LADOT Transit’s bus advertising program began in October 2006. Initially, LADOT only allowed interior and exterior rear advertising on its transit fleet. Since then, LADOT has expanded access to bus exteriors to include side and full-wrap advertising. The program provides the sole rights to sell advertising space on the interior and exterior of LADOT’s transit vehicles.

LADOT Transit operates Los Angeles County’s second-largest transit system, providing local transit services that complement Metro’s trunk line bus and rail services. The LADOT transit service area includes every Los Angeles City Council District as well as some areas adjacent to the City of Los Angeles. The City

of Los Angeles encompasses a total area of five hundred two (502) square miles, comprising four hundred sixty-eight (468) square miles of land and thirty-four (34) square miles of water, with a 2019 population of 3.849 million (2021).

LADOT's DASH and Commuter Express fleet comprises three hundred sixty-four (364) transit vehicles. LADOT is expanding the DASH Service fleet, adding approximately one hundred eleven (111) new transit vehicles. Over the last five years, LADOT Transit services averaged 16.2 million trips annually to those who lived, worked, and visited Los Angeles.

1.3 Description of Existing LADOT DASH and Commuter Express Services

This section contains a general description of LADOT's DASH and Commuter Express transit services. LADOT currently operates the following services: Downtown DASH, Community DASH, and Commuter Express. Proposers can find the current operational areas and route schedule information regarding these services at www.ladottransit.com.

1.3.1 Downtown DASH Service

The Downtown DASH is a fixed-route shuttle and feeder program that serves the City of Los Angeles' downtown core. Ridership on the DASH Downtown system is heavily utilized for morning and afternoon service by Downtown commuters connecting between employment places and the regional bus and rail systems. There are five Downtown DASH routes (see [https://www.ladottransit.com/](https://www.ladottransit.com) for details), and LADOT may add one (1) additional route to the Downtown DASH services.

1.3.2 Community DASH Service

LADOT provides an extensive network of community-based, fixed-route shuttle bus services that enhance residents' mobility in the City of Los Angeles. Community DASH provides frequent, inexpensive, and convenient bus service in twenty-seven (27) neighborhoods across the City of Los Angeles. Each route provides travel within that neighborhood and allows residents to connect to other regional transit services such as Metro Rapid and local routes, Metrolink, and Metro rail lines. The Community DASH services operate throughout the day connecting residents to commercial, medical, school, and shopping centers within the community.

There are twenty-seven (27) Community DASH routes (see [https://www.ladottransit.com/](https://www.ladottransit.com) for details). LADOT may add three (3) additional routes to the Community DASH service, with seven (7) additional routes under consideration by LADOT, which may be added during the contract term.

1.3.3 Commuter Express Services

The Commuter Express Services provide a line-haul weekday peak-hour service to job centers. Commuter Express routes generally operate between 5:30 a.m. and 8:30 a.m. and then between 3:30 p.m. and 7:00 p.m. on weekdays only, except for Commuter Express Route 142, which runs all day every day. Headways typically vary from 15 to 60 minutes among the fourteen (14) Commuter Express lines.

In addition to the Commuter Express Routes, the Union Station/Bunker Hill Shuttle, operating from Union Station's Bus Stop Number 2 on the Patsaouras Transit Plaza, operates weekdays, except on holidays,

during peak hours beginning at 6:43 a.m. and ending with the last run at 9:00 a.m. in the mornings and from 3:00 p.m. until approximately 6:15 p.m. with thirty (30) minute headways. Proposers can find route details at <https://www.ladottransit.com/>.

1.4 LADOT BUS FLEET INFORMATION

The exclusive right to sell and display standard exterior and interior advertising on the LADOT bus fleet is subject to the following limitations and requirements. Although LADOT Transits' current active fleet size is approximately four hundred twenty-four (424) transit vehicles, advertisement is only allowed on DASH and Commuter Express vehicles, which currently comprise three hundred and sixty-four (364) transit vehicles. However, LADOT Transit may allow advertising on other fleet vehicles during the contract term, and LADOT Transit retains the right to disallow advertising on designated fleet vehicles, including new electric vehicles to be added to the fleet during the term of the Agreement.

1.4.1 Commuter Express Fleet

The Commuter Express Fleet currently consists of one-hundred nineteen (119) vehicles. Commuter Express operates in two (2) service Regions, the north and south regions. The entire existing Commuter Express fleet is available for Exterior Advertisement only.

LADOT reserves the right to move fleet vehicles to a new Transit Maintenance Facility or to transfer vehicles between the regions to meet operational requirements. LADOT will inform the selected Firm of vehicle movement or reassignment when LADOT authorizes said movement or reassignment.

North Region Commuter Express Fleet

The North Region Commuter Express Fleet comprises sixty-eight (68) vehicles housed at the North Region Transit Maintenance Facility in Sylmar; see Table 1 – North Region Commuter Express Fleet for current fleet assignment details.

Table 1 – North Region Commuter Express Fleet - 12776 Foothill Boulevard, Sylmar, California 91342

Vehicle Number	Year	Make	Model	Size	Quantity
11401	2011	MCI	MCI 4000	40'	1
12433-12493	2012	MCI	MCI 4000	40'	61
16406-16409	2016	MCI	D4500	45'	4
17405-17406	2017	MCI	D4500	45'	2
				Total Fleet	68

South Region Commuter Express Fleet

The South Region Commuter Express Fleet comprises fifty-one (51) vehicles housed at the Los Angeles South Region Transit Maintenance Facility; see Table 2 – South Region Commuter Express Fleet for fleet assignment details.

Table 2 – South Region Commuter Express Fleet - 14011 South Central Avenue, Los Angeles, California 90059

Vehicle Number	Year	Make	Model	Size	Quantity
11402	2011	MCI	MCI D4000	40'	1
12401-12432	2012	MCI	MCI D4000	40'	32
13401-13403	2013	El Dorado	Axess	35'	3
16401-16405	2016	MCI	D4500	45'	5
17401-17404	2017	MCI	D4500	45'	4
19401-19405	2020	MCI	D4500	45'	5
21401	2021	BYD	C10M	45'	1
			Total Fleet		51

1.4.2 DASH Services Fleet

The DASH Services Fleet currently consists of two hundred forty-five (245) vehicles and will expand by adding approximately one hundred eleven (111) more electric vehicles over the next year. The fleet vehicles are housed at four (4) Transit Maintenance Facilities. The DASH Services Fleet is available for both interior and exterior advertising. The tables below provide fleet information at each facility; see Exhibit 2 -Transit Vehicle Elevations for bus measurements and lengths.

Downtown DASH Service

The Downtown DASH Service currently operates seventy-nine (70) vehicles, of which thirty-three (33) are electric. See Table 3 below for fleet assignment.

Table 3 – Downtown DASH Fleet – 454 East Commercial Street, Los Angeles, California 90012

Vehicle Number	Year	Make	Model	Size	Quantity
13301-13311, 13315-13321	2013	El Dorado	E-Z Rider II	32'	18
15307-15313, 15324-15331, 15337-15340	2015	Gillig	BRT	29'	19
20301-20325	2020	Proterra	E-2	35'	25
22301-22308	2022	BYD	K7M	30'	8
			Total Fleet		70

Community DASH Service

Community DASH Service operates one hundred eighty-three (175) vehicles assigned to the four (4) Community DASH Service areas, North Region, South Region, Mid-City, and Central Region. See Tables 4, 5, and 6 below for fleet assignments.

Table 4 – DASH North Region Fleet – 12776 Foothill Boulevard, Sylmar, California 91342

Vehicle Number	Year	Make	Model	Size	Quantity
12301-12302, 12309-12314	2012	El Dorado	Axess	35'	8
12315-12316, 12323-12326, 12328, 12330	2012	El Dorado	E-Z Rider II	32'	8
13323-13324	2013	El Dorado	Axess	35"	2
15347-15348, 15350-15354	2015	Gillig	BRT	29'	7
			Total Fleet		25

Table 5 – DASH South Region Fleet – 14011 South Central Avenue, Los Angeles, California 90059

Vehicle Number	Year	Make	Model	Size	Quantity
12317-12322, 12327, 12329, 12331	2012	Eldorado	E-Z Rider II	32'	9
13312-13314, 13322	2013	Eldorado	E-Z Rider II	32'	4
15302-15306, 15317-15321, 15332-15336, 15344, 15349	2015	Gillig	BRT	29'	17
15355, 15358-15336	2015	El Dorado	E-Z Rider II	32'	10
15369-15370	2015	El Dorado	Axess	35'	2
17313-17314	2017	El Dorado	E-Z Rider II	32'	2
21301-21302	2021	BYD	K7M	30'	2
Total Fleet					46

Table 6 – DASH Mid-City and Central Fleet – 1950 East Washington Boulevard, Los Angeles, California 90013

Vehicle Number	Year	Make	Model	Size	Quantity
9301-9324	2009	El Dorado	E-Z Rider II	30'	24
12303-12308	2012	El Dorado	Axess	35'	6
12332-12336	2012	El Dorado	E-Z Rider II	32'	5
13325-13328	2013	El Dorado	Axess	35'	4
15301, 15314-15316, 15322-15323, 15341-15346	2015	Gillig	BRT	29'	11
15367-15368, 15371-15374	2015	El Dorado	Axess	35'	6
15356-15367	2016	El Dorado	E-Z Rider II	32'	2
17305-17312	2017	El Dorado	E-Z Rider II	32'	8
17301-17304	2017	BYD**	K9LR	35'	4
21303-21330	2021	BYD	K7M	30'	28
22309-22314	2022	BYD	K7M	30'	6
Total Fleet					104

1.5 Program Goals

The goals of the Transit Vehicle Advertisement Program are:

- To generate revenue through responsible advertisement placement on the exteriors and interiors of LADOT DASH and Commuter Express Transit Vehicles.
- To create engaging public advertising to dispense Citywide information regarding City resources, policies, events, drives, healthcare, or other information authorized by LADOT.
- To create a Business Plan outlining the Firms plans to generate interest in participation in the Transit Vehicle Advertisement Program.
- To create and maintain a Sales Plan to maximize sales and compensation for advertisement on or in LADOT's available Transit Vehicles.
- To create and maintain an advertisement client list.
- Establish sales rates and create a rate card for transit vehicle advertisements.

- To maintain an advertisement inventory.
- To accurately report advertisement placement, removal, and disposal.
- To create a transition plan allowing for a smooth transition to the new contractor at the end of the agreement generated from this RFP.

1.6 Overview

The City requests the service of an experienced out-of-home advertising firm to develop and maintain LADOT's Transit Vehicle Advertising Program through a directed sales effort that maximizes revenue from national, regional, and local sources. Additionally, LADOT seeks to maintain its brand quality while offering advertisers the effective use of advertising space on approximately three hundred and fifty-four (354) DASH and Commuter Express transit vehicles.

This Scope of Services aims to develop LADOT's Transit Vehicle Advertising Program that returns an increasing amount of revenue based upon the value of the City's geography, which advertisers can access through this RFP. LADOT believes this goal is achievable through the aggressive sale of the space made available to the Contracted Firm and by selling that space at market rates that significantly add to the revenue returned to both the Contracted Firm and LADOT (see Exhibit 3 - LADOT Bus Advertising Historical Annual Advertising Sales Revenue).

The Contractor shall be responsible for selling advertising space on the City's Transit Fleet. This space shall include the following:

- Kings
- Queens
- Tails
- Super Tails
- Full Back Tails
- Ultra Super Kings
- Window Clings
- Full Wraps
- Interior Cards
- Michelangelos (Ceiling Interiors)

The City reserves the right to the sole and final determination of whether an advertisement gets posted. See Exhibit 4 – LADOT Transit Advertising Policies and Guidelines.

LADOT has transit buses available for opportunities to sell and display advertising in return for percentage revenue payments or other compensation packages. Opportunities are an exclusive right to sell and display standard exterior and interior advertising on LADOT's DASH and Commuter Express transit vehicles. LADOT shall retain up to five percent (5%) of the right to display exterior advertisements on the buses for their own promotional use. LADOT shall also retain up to fifty percent (50%) of interior advertising space, with the understanding that the priority is to utilize space for paid advertising.

Right of Entry, Egress, and Transportation

LADOT grants to the Contractor, subject to the rules of LADOT, the right of duly authorized and properly trained and identified representatives of the Contractor to enter into and on the LADOT-owned transit maintenance facility properties. LADOT will assist the Contractor with the right of entry and egress to the LADOT service provider's transit maintenance facility to inspect, install and maintain advertising space necessary to carry out the requirements of the contract resulting from this RFP. Contractor employees working on and around LADOT or LADOT contracted service provider property shall wear and properly use safety gear, including appropriate clothing, hardhats, protective eyewear, vests, and tools, at all times while on the transit maintenance facilities, and follow the site safety and security procedures.

The Contractor will meet with each transit maintenance facility Operations Manager regarding the particular site's safety and security procedures. Each Contractor employee working on or around an LADOT transit maintenance facility or an LADOT contractor's transit maintenance facility must abide by the safety and security procedures on that site for all contract work resulting from this RFP when installing, maintaining, storing, or removing advertisements.

Those representatives of the Contractor that require access to the agency's rolling stock and facilities shall have their company identification cards worn by them at all times while on these facilities.

The Contractor's employees wishing to utilize LADOT transit service in the course of their work must purchase appropriate transit fare media. LADOT will not provide free transportation for the Contractor's employees to perform duties required under this contract.

1.7 Transit Advertisement Content Policy and Guidelines

All advertising displayed on LADOT Transit vehicles shall conform to the Transit Advertising Content Policy and Guidelines contained in Exhibit 4 – LADOT Transit Advertising Policies and Guidelines.

2. SCHEDULE FOR RFP PROCESS

This schedule indicates estimated dates for the RFP process. LADOT may adjust this schedule as needed.

Request for Proposal Published	December 8, 2023, Friday
Deadline to Protest RFP Content	Protests must be sent by certified mail and postmarked no later than seven (7) calendar days after the solicitation posting on the RAMPLA website. (Refer to Section 10.2)
Mandatory Pre-Proposal Conference	December 20, 2023, Wednesday, @ 10:00 AM PST
BIP Outreach Completion	BIP outreach is not required for this Program
Final Day for Written Questions	January 10, 2024, Wednesday, @ 5:00 PM PST
Responses Posted	January 17, 2024, Wednesday (Tentative)
Proposals Due	February 7, 2024, Wednesday, @ 3:00 PM PST

Proposer Interviews (as-needed only)	Week of February 26, 2024 (Tentative)
Recommendation of Contract Award	Week of March 25, 2024 (Tentative)
Deadline to Protest Selection	Protests must be sent by certified mail and postmarked no later than seven (7) calendar days after RAMPLA's notification to Proposers of a change in the solicitation status to "bidder selected." (Refer to Section 10.5)
Contract Execution	As early as October 1, 2024

3. PERSONNEL

The Contractor shall be solely responsible for maintaining an adequate quality labor force and for all employees' satisfactory work performance as described by this RFP or any reasonable performance standard established by the City.

The Firm must comply with the City's Living Wage Ordinance and Worker Retention Ordinance. Rules and Regulations regarding the Living Wage and Worker Retention Ordinances are included in Appendix A, Section I.J.

At its own expense, the Contractor shall utilize its own labor to perform all work associated with the design, development, sales, installation, and maintenance of all advertising elements. The Firm is solely responsible for paying all employees' wages and benefits and subcontractors' costs. Without any additional expense to the City, the Firm must comply with the requirements of employee liability, workers' compensation, employment insurance, and Social Security. The Proposer must defend, indemnify and hold the City harmless from and against any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices. The City must have the right to demand removal from the project, for reasonable cause (to be determined by the City), of any personnel furnished by the Firm for this Project.

Upon awarding the Contract and during the term of the agreement, the Firm is responsible for notifying the City in writing of any new hires or reassignments of management project personnel changes, as well as any changes in proposed personnel duties or hours that deviate from the original proposal. The City reserves the right to approve any changes in the Firm's proposed key project staff and any changes in the proposed personnel duties or hours.

Key personnel changes include the following positions: Project Manager/Account Manager, Sales Manager, and Media Installation and Removal Staff. Should the services of any of the aforementioned positions become unavailable to the Firm, the proposed replacement's resume and qualifications shall be submitted to the City for approval as soon as possible. In no event can the Firm provide this information later than ten (10) working days prior to the incumbent employee's departure unless the Firm was not provided with such notice by the departing employee.

The Firm shall provide a Staffing Plan in the proposal that describes the performance and function of all supervisory personnel and other key personnel in detail. An essential component of this plan should be a list of positions necessary to support the service provision.

3.1 Project Manager/Account Manager

The Firm shall assign a Project Manager/Account Manager who will oversee the proper operation of the Transit Advertising Program. Due to the Project Manager/Account Manager position's critical role, it is required that this person be identified and their resume included in the Firm's response to this RFP. The Firm shall ensure the Project Manager/Account Manager has a minimum of five (5) years of experience managing and supervising projects similar in size and complexity. The Project Manager/Account Manager will provide online supervision and management of the project's accounts and operating records. The Project Manager/Account Manager is obligated to dedicate the full-time equivalent hours specified in the proposal. The City reserves the right to approve any change of the Project Manager/Account Manager for this service during the contract term that results from this RFP. The Project Manager/Account Manager shall be available to meet with or respond to inquiries from the City or the public Monday through Friday between 8:00 a.m. and 5:00 p.m.

Project Management duties shall include, but is not limited to, the following:

- The assignment of tasks and the quality of personnel or subcontractor(s) whenever necessary.
- Daily monitoring of sales and operations
- Oversee the collection of funds from advertisers and prompt payment to LADOT.
- Supervise all project staff and subcontractor(s) to ensure quality service that meets or exceeds the RFP and proposal requirements.
- Prepare and approves the monthly summaries and other required or applicable reports.

3.2 Sales Manager

The Firm shall assign a Sales Manager who will be responsible for the sales of advertising space on the LADOT's Transit vehicles. Due to the Sales Manager position's critical role, it is required that this person be identified and their resume included in the Proposer's response to this RFP. The Sales Manager is obligated to dedicate the time and full-time equivalent hours specified in the proposal. The City reserves the right to approve any change of the Sales Manager for this service during the contract term that results from this RFP.

The Sales Manager's responsibility shall include, but is not limited to, the following:

- The sales of all advertisement spaces as outlined in this RFP.
- Prepare and track all advertising contracts generated from this RFP.
- Assist in the transition periods at the beginning and end of the contract period.
- Oversee the Sales Plan to ensure targets are achieved.
- Prepares required reports

3.3 Supervision

The Contractor must supervise and inspect field workers assigned to perform the duties described herein. The contact information for the Proposer's assigned supervisor must be made available to the LADOT designee.

The Proposer shall provide a Quality Control/Assurance Program to ensure good quality operation performance and perform all activities with industry safety standards and the City policies in this RFP. The Quality Control/Assurance Program must be included in the proposal.

3.4 Subcontractors

The Contractor is responsible for the inspection of subcontractor work.

4. SCOPE OF WORK

Below are the tasks that are to be performed by the selected Firm. The Firm may propose any optional work that may better effectuate the goals of this project. The Firm is responsible for operating in compliance with the governmental codes, regulations, and directives applicable to such programs and as defined in this RFP, addendums, and contract agreement.

TASK 1. Business Plan

LADOT is particularly interested in the Proposer's plan to sell the available advertising space for the highest possible rates. The Proposer's Business Plan shall maintain the brand image that LADOT has developed for its transit services. The Contractor shall take every reasonable measure to maintain a high graphic standard for all materials displayed on LADOT's Transit vehicles.

The Business Plan shall describe the qualifications and experience of the firm in managing large transit advertising franchises. This section should contain a detailed description of services performed similar to those described in this RFP.

If proposing new or emerging technologies in addition to the more established advertising mediums, the Proposer must have sufficient experience in other advertising mediums as a representation of the Firm's ability to bring value to the new technology. LADOT will require that Proposers of new technology present proof of financial resources necessary to sustain the medium.

***Deliverable:** The Proposer will include a Business Plan as part of their proposal that must include the following:*

- (1) The business plan must include a section outlining their firm's plan to successfully attract and maintain advertising sales on LADOT's Transit vehicles.*
- (2) The business plan shall detail the Proposer's experience in selling out-of-home media, the general character of the out-of-home advertising work performed by the Firm, and the Firm's specific plans and expectations for the Los Angeles market associated with the work to be completed as outlined in this RFP.*

- (3) The business plan shall include any research conducted by your Firm prior to pursuing a contract, including your Firm's knowledge of the Los Angeles market associated with the scope of work as outlined in this RFP.*
- (4) The business plan shall detail how the Proposer will manage the business of the LADOT Transit Vehicle Advertising Program.*
- (5) The business plan shall explain the Firm's financial ability to provide satisfactory contract security to cover the guaranteed payment to LADOT.*
- (6) The business plan shall explain the Firm's understanding of the project scope and issues and substantive work plans to meet or exceed minimum guarantees and the enhancement of LADOT's Transit Vehicle Advertising Program.*
- (7) The business plan shall include a section discussing the Firm's proposed minimum annual revenue share and its benefits to LADOT.*
- (8) The business plan shall include a schedule of payments to LADOT for each year of the five-year contract term.*

TASK 2. Sales Plan

LADOT wishes to maximize revenues from its advertising franchises by achieving a good mix of national, regional, and local sales. Proposers are required to include a detailed Sales Plan that describes their organization's business/sales strategies. The Sales Plan shall include sales strategies that the Proposer will employ to sell advertisements to maximize all space available for sale. Any established relationships your Firm has with advertisers in the Los Angeles market should be discussed in the Sales Plan.

At no time will LADOT allow for its advertising space to be subdivided or resold by any parties other than the Contractor and its designated sales agents without the express written consent of LADOT. The Proposer should recognize the importance LADOT places on regional and local sales activity for building a more robust LADOT advertising franchise. The Proposer must also comprehend the unique differences in the various LADOT markets and ensure that ad sales will be maximized throughout the LADOT service area. Creative sales strategies are encouraged, but not at the expense of revenue. The Proposer's Sales Plan should demonstrate that it employs the best strategies to maximize revenues.

On an annual basis, the Contractor shall update its Sales Plan to reflect personnel and/or strategy changes based on prior-year circumstances and results. The annual sales review report shall also include rates for all advertising spaces.

As outlined in Task 3 – Establishment of Sales Rates and Rate Card Review, LADOT wishes to review the rates charged for all advertising on its Transit vehicles. The Contractor shall establish a rate card for all advertising space sold, and this rate card will be published and furnished to LADOT for review at least once each year during the contract term.

The rates for production and advertising space shall be separate. LADOT will not allow the Contractor to co-mingle the charges for production and space. Production costs are separate and apart from the agreement between LADOT and the Contractor. The guarantee to be paid to LADOT will be based solely on the value of the advertising space sold and not production costs.

Deliverable: The Proposer will include a Sales Plan as part of their proposal that must include the following:

- (1) **The Proposer must offer a Sales Plan** that will respond to the different demographic profiles of markets such as the San Fernando Valley, Hollywood, Downtown, and the Westside of Los Angeles and the unique opportunities these markets present. The Sales Plan should detail the Contractor's efforts to win national, regional, and local advertising buys.*
- (2) **The Proposer's Sales Plan should discuss** the potential for cross-promotions or merchandising with advertisers. The Sales Plan should include information regarding how the Proposer will handle national sales.*
- (3) **The Proposer's Sales Plan should also explain** the types of marketing/sales materials they will develop to support the sales activity and any advertising or other forms of marketing that they will use to influence media buyers to consider the LADOT advertising franchise. In particular, the Sales Plan will provide information on who will bear primary responsibility for national sales, this person's previous experience in sales, and their resume. Should the Proposer decide to subcontract for this service, the credentials of that organization must be provided with the proposal.*
- (4) **In its proposal as part of the Sales Plan, the Proposer** will identify the staff responsible for regional and local sales and the locations of offices where these individuals work. Proposers must identify a Sales Manager in their proposal, and that candidate's resume must be provided to LADOT for review. The proposal will also present the names and resumes of all individuals selling any advertising space on or in LADOT rolling stock. Should the Contractor subcontract for local sales, the qualification of the proposed sales organization shall be presented to LADOT for its review with the proposal.*
- (5) **In its proposal as part of the Sales Plan, the Proposer** shall explain how it would establish national, regional, and local rates for the advertising space in and on LADOT rolling stock. The Proposer shall submit with their proposal a Sales rate and Rate Card. The Proposer shall explain any premium charges or discounts offered to advertisers and its suggested policy for overposting.*

Deliverables due from the awarded Contractor:

- (1) On an annual basis, the Contractor shall update its Sales Plan to reflect changes in personnel and/or strategy based on prior-year circumstances and results; the updated Sales Plan will be submitted to LADOT.*
- (2) On an annual basis, the Contractor will submit an annual sales review report, including rates for all advertising spaces.*

*(3) The Contractor will complete and submit the Position and Task Report with the monthly invoice.
(See Exhibit 5 - Position and Task Report)*

TASK 3. Establishment of Sales Rates and Rate Card Review

The rates charged by the Contractor are subject to audit by LADOT. The Contractor may charge a reasonable rate for the labor required to post such advertising, covering only the Contractor's costs and an administrative fee. The Contractor may charge market rates for the production of materials. The Contractor will not include the Installation and production charges in the calculation of net revenues by LADOT.

Agency Commissions

LADOT will allow the payment of commissions to recognized advertising agencies and media buying/placement organizations. The commission allowable on all advertising space sold on LADOT rolling stock shall not exceed 15%. Commissions will only be paid to recognized agencies by the Contractor. Net sales are defined as gross sales minus commissions paid to recognized advertising agencies or media placement firms.

The Contractor is cautioned that internal sales, sales between the same parent company's operating divisions, shall recognize the commission only when the divisions operate as entirely separate companies.

Barter Agreements

LADOT will not allow barter agreements for goods or services. LADOT will consider barter agreements for media time, which can be used exclusively by LADOT.

Public Service Advertising and Public Service Fees

The Contractor will establish a Public Service Advertising rate charged to Not-for-Profit organizations and must provide space for public service advertisers. The Contractor may charge a reasonable rate for the labor required to post such advertising, covering only the Contractor's costs and an administrative fee. The Contractor may charge market rates for the production of materials. The Contractor will not include the installation and production charges for such advertisers in the calculation of net revenues.

The fees received by the Contractor for posting public service advertising will be identified in the monthly statement submitted to LADOT. The monthly statement will include a listing of all the public service advertising posted during the reporting period.

Cooperative Promotions and Retained Rights

LADOT may enter into cooperative promotions with advertisers that would benefit both existing and potential riders of LADOT services.

LADOT reserves the right to develop cooperative promotions independently and enter into direct trade and other compensatory relationships with advertisers to support those cooperative promotions. LADOT also reserves the right to use unsold space to publicize these promotions without compensating the Contractor. LADOT may provide the Contractor with co-promotional advertising materials for installation by the Contractor's personnel at no cost to LADOT.

Production Rates for LADOT or Other City Agencies

The Contract will establish at-cost rates for posting LADOT's or other City Agency's print media.

Deliverables:

- (1) **The Proposer, in its proposal**, shall explain its internal controls and procedures for verifying and validating actual billings against sales rates and rate card rates.*
- (2) **The Proposer shall include the at-cost rates to print media for LADOT or other City agencies for posting in their proposal.***
- (3) The Contractor will establish a Public Service advertising rate charged to Not-for-Profit organizations and must provide space for public service advertisers.*
- (4) The fees received by the Contractor for posting public service advertising will be identified in the monthly statement submitted to LADOT. That statement will list all the public service advertising posted during the reporting period.*
- (5) Within ten (10) days following the last business day of each quarter of the contract year, the Contractor shall furnish LADOT with a Quarterly Schedule of Net Revenues, signed by a corporate officer, to compute the Share Percentage payment due to LADOT (See Section 6.1.6 – Compensation Plan Requirements).*

The Quarterly Schedule shall include a section listing detailed barter, values used, and remaining available barter. The Quarterly Schedule shall incorporate all supporting documentation as attachments, including affidavits for TV or Radio, print tear sheets, and other documents evidencing proof of media values used.

TASK 4. Advertisements Inventory, Placement, Removal, and Disposal

All materials to be used in the placement of advertising on or in LADOT rolling stock shall be of the highest industry standards. LADOT wishes to maximize the use of direct application materials on the exterior of its transit vehicles. The vinyl used must be 3M products or an approved equal. The approved wrap materials are 3M Controltac 160 or 180, FLEXcon, or equivalent.

All static advertising displays and units to be placed on or in LADOT rolling stock are subject to review by LADOT prior to installation.

Maintenance of Inventory and Advertising

Proposers must include a Maintenance Plan in their proposals, outlining the Proposer's procedures and measures to install and remove interior and exterior advertisements. Proposers must include any required experience or training their firm uses to hire staff or subcontractors performing advert installations and removals.

The Proposer, in its proposal, shall present a Maintenance Plan that will ensure that all advertising will be installed and removed in a professional manner. The Proposer will identify the experience and technical requirements of supervisory personnel performing these maintenance tasks. If the Proposer intends to subcontract for these services, then the Proposer must present the proposed firm's qualifications that will execute these duties.

The Contractor will use industry-standard practices when performing any maintenance. All work performed at LADOT facilities shall be approved in advance by LADOT. The Contractor will not schedule or perform maintenance that impedes or interferes with LADOT operations.

Due to the nature of bus operations and the required safety measures, the Contractor must contact LADOT before installing advertising materials and equipment.

At all times, the Contractor employees will be allowed the right of reasonable entry and egress to all facilities subject to the rules and regulations of LADOT. The Contractor's employees shall always wear their company identification cards when on LADOT property or service providers' facilities.

When posting and reposting advertising, the Contractor shall remove and properly dispose of scrap materials at the removal time. If LADOT discovers any scrap materials left by the Contractor on LADOT property, LADOT may, without prior notice, remove and dispose of the materials. The costs associated with the removal and disposal actions incurred by LADOT will be applied to the Contractor's account.

The Contractor will maintain all painted surfaces at a high level of finish throughout the contract period. It shall be the Contractor's responsibility to assume all costs associated with painting the vehicles to the City's standards regarding fading, discoloration, or damage from the installation and removal of advertisements.

The Contractor agrees to assume all costs attributable to damage to the fleet and facilities resulting from such activities or any other actions performed by the Contractor, its employees, agents, or representatives. The City assumes no liability for damages on advertising displays due to graffiti, vandalism, or vehicle accidents.

Ownership of Existing Advertising Materials

The Contractor will be allowed to post self-adhesive materials, as no frames will be allowed on buses. At the termination of this Agreement, the Contractor will give LADOT ownership of any unposted advertising or materials and all advertising applied to or posted in LADOT buses.

Reserved (5%) Unsold Space

Each contract year, five percent (5%) of all exterior space (number of impressions) will remain reserved for LADOT's messages or cooperative promotional messages at the sole discretion of LADOT. LADOT will maintain the right to place its promotional materials in any unsold space and the 5% reserved for LADOT use. LADOT reserves the right to enter into cooperative promotions that utilize unsold space to promote LADOT or City services. The Contractor shall post these materials at no cost to LADOT.

LADOT and the Contractor shall make every reasonable effort to apportion this space's use to not interfere with the Contractor's potential sale of the space. For this purpose, the Contractor will provide copies of the Monthly Contract and Billing Reports to LADOT. LADOT shall coordinate with the Contractor for the space's intended use no less than sixty (60) days prior to the space's intended use.

LADOT may also permit using unsold space to promote the Transit Advertising Program. LADOT will not grant the Contractor any other use of unsold space without compensation to LADOT and express written permission from LADOT's Chief of Transit. LADOT may provide the Contractor with self-promotion materials that the Contractor will use to fill unsold space.

Storage and Work Space

The Contractor agrees to assume all expenses associated with installing and maintaining advertising space in and on LADOT buses. As determined by the facility site manager, reasonable space will be provided at each Transit Maintenance Facility to handle and store materials and supplies. The Contractor will provide LADOT with an itemized list per month which shall include the advert type stored at each site. LADOT or its service providers will incur no expenses or liability whatsoever for the activities of the Contractor's employees, subcontractor(s), or subcontractor's employees while on LADOT or its service providers' properties.

The Contractor shall hold LADOT and its service providers harmless from any claims resulting from injuries to its employees, subcontractor(s), or subcontractor's employees while installing or maintaining advertising materials on LADOT or its service providers' properties.

Interior Advertising

The Contractor shall sell and display interior advertising on the LADOT transit vehicles (not all vehicles can accept interior ads) as follows:

- a) Interior ad space may vary depending on the vehicle type; see Table 7 – Interior Advertisement Dimensions. LADOT reserves the right to determine the placement of this advertising inside all buses.
- b) The Contractor shall be responsible for the purchase, installation, maintenance, and replacement of styrene spacers used for interior advertising during the life of the contract.
- c) LADOT reserves 50% of the spaces available for interior advertising space for LADOT advertising, messages, promotions, etc. There should be no cost or mark-up costs to LADOT to post the reserved interior ads. LADOT and City Agencies reserve the right to print media through City printing to post the interior space at their discretion.
- d) Content of the interior ads shall adhere to the advertising guidelines listed in Exhibit 4 – Transit Advertising Content Policy and Guidelines.
- e) Advertising installation and removal shall be the Contractor's responsibility at no cost to LADOT and City Agencies, including space used by LADOT and City Agencies. The Contractor

shall provide monthly reports on the status of all interior LADOT advertising. This report shall be subject to change or modification as LADOT deems necessary.

Table 7: Interior Advertisement Dimensions.

Make	Model	Interior Advertisement Dimensions
BYD	K7M	8 ³ / ₈ " x 28"
BYD	K9S	11" x 28"
Proterra	E2	14 ³ / ₄ " x 28"
Gillig	BRT	11" x 28" and 11" x 22"
El Dorado	Axess	11" x 28" and 11" x 22"
El Dorado	E-Z Rider II	11" x 28" and 11" x 22"

Exterior Advertising

LADOT requires the use of 100% direct application materials on buses' exteriors, such as the 3M and FLEXcon materials. Frames will not be allowed on transit vehicles under this program. The Proposer should assume that all advertising will be manufactured with direct application materials during this agreement period.

LADOT is required in some cases to advertise the funding source on the exterior of our fleet vehicles. In such cases that a funding source emblem is adhered to the transit vehicle, the Contractor will be required to alter any advertisement to ensure the advertisement does not cover the funding source emblem. LADOT does not control the placements of such funding source emblems. The funding source determines placement. As such, LADOT will immediately inform the Contractor of the placement of all funding source emblems and provide a photo of such emblem(s). The Contractor will be responsible for ensuring the funding source emblems remain visible at all times and free from advertisements.

Once exterior ads are applied directly to bus exteriors, all future ads must be posted in the same location. No layering of Direct Applications ads is permitted (i.e., the Contractor must remove the previously applied vinyl before applying a new vinyl).

Advertising installation and removal shall be the Contractor's responsibility and at no cost to LADOT, including space used by LADOT. The Contractor shall provide monthly reports on the status of all exterior advertising, and this report shall be subject to change or modification as LADOT deems necessary.

The change out of advertising displays is the sole responsibility of the Contractor. Further, the Contractor shall assume all costs attributable to damage resulting from the Contractor's activities, especially damage to paint resulting from the misapplication of pressure-sensitive direct application materials. When LADOT identifies damage, LADOT will notify the Contractor. LADOT fleet vehicles will be repaired by either LADOT directly or by its designee, and the Contractor will pay LADOT or its designee for the cost of these repairs. The Contractor shall assume all financial responsibility for any relocation of LADOT graphics to accommodate advertising. LADOT will allow the wrapping of its buses, excluding the front of the bus, which is to remain unwrapped, but essential LADOT information, including the bus number, LADOT's

telephone number, website address, and required ownership and operation information, must be included in the wrap design, or those elements must be readable in any wrap design.

Overposting

Maintaining a clean and well-kept environment for our customers, the public, and our employees is of paramount importance to LADOT. Since empty advertising spaces may diminish vehicles' appearance, overposting any of the elements presented in the RFP is allowable. Over-posted advertising must remain in "like-new" condition. The Contractor will report monthly on the rate of overposting in conjunction with its monthly reporting on available and used. The Proposer should address its understanding and acceptance of this policy in its Proposal and suggest methods to control overposting.

Service Interruptions and Changes in Fleet Size

Should LADOT suffer an interruption of service of more than five (5) consecutive days on more than 50% of its buses because of labor disputes, fire, mechanical failures, acts of God, or public emergencies that cause loss of revenue for the Contractor, the revenue share on all affected, advertising elements will be reduced on a pro-rated basis for the period that the services were not operated.

If LADOT increases or decreases the size of its advertising inventory through a reduction or increase in fleet size of more than 20%, excluding the increase in the DASH fleet of one hundred eleven (111) vehicles previously mentioned in Sections 1.2 and 1.4.2, the Contractor and LADOT shall adjust the agreement's compensation terms on a pro-rated basis for all affected advertising elements.

Removal of Dated Materials

The Proposer should explain its procedure for removing dated materials at the end of an advertising posting term. The Contractor will remove all materials within ten (10) days after the contract term ends. All materials must be removed from LADOT's premises and disposed of properly.

LADOT reserves the right to order the removal of any advertisement posted on buses and any City properties. Upon verbal notice by LADOT's management or designee, the Contractor will immediately remove such advertisement within 24 hours. Upon request, LADOT will furnish written confirmation.

Bus exterior ads displayed by the Contractor with dated content must carry an expiration date. The Contractor must remove them within seven (7) working days of the ad content's expiration or obsolescence. All removed materials must be removed from LADOT's premises and disposed of properly.

Advertisements with dated content, including bus interior car cards displayed by the Contractor, shall carry an expiration date. The Contractor must remove them within seven (7) working days of the expiration or obsolescence of the ad content. LADOT staff will also be authorized to remove interior bus ads past their expiration date; nevertheless, this responsibility remains with the Contractor.

The Contractor will include the status of the removal of expired or obsolescent ads in the monthly and quarterly summary reports.

Timeliness of Installation or Maintenance of Advertisements

If due to time restraints or immediate maintenance issues, LADOT may request LADOT's transit service providers to perform installation or maintenance of the advertisements when the Contractor is unable to complete the tasks with the time restraints. It will be necessary for the selected Contractor to compensate LADOT for those services provided by LADOT or LADOT's transit service providers in relation to the installation or maintenance of advertisement on LADOT rolling stock.

Monthly Sold and Unsold Advertising Elements Report

To assist LADOT in performing physical and financial reviews, the Contractor will provide a listing of all advertising elements sold (and unsold) and posted each month. This report shall be sent to LADOT by the 15th day of each month that the Contractor's contract shall remain in effect.

LADOT will compare the results of both reviews with the Contractor billings.

Monthly Contract and Billing Report

The Contractor shall provide a Monthly Contract and Billing Report detailing all contracts and billing collection activity during that monthly reporting period. The report shall include a copy of all fully executed space advertising sales contracts. The contracts should detail the amount of advertising purchased, including the contract term and rental rates.

The Contract and Billing Report shall list, by location and media form, every unit of advertising space, its paid occupancy status (i.e., Sold or Unsold), the advertising unit's unique identifying location number, the sales agreement number, the advertiser, the rate and term of the sales agreement, the start and end date of the sales agreement and its payment status. The report shall note which advertising units are part of a public service advertising campaign. The Contractor will provide Report data relating to sales and billings in electronic and written form. Electronic copies must be in a sortable spreadsheet file format.

Annual Net Revenue Accounting Statement

Within ten (10) days following the last business day of the end of the City's fiscal year during the term of the contract, the Contractor shall furnish LADOT a Summary report accompanying the Quarterly Schedule of Net Revenues, prepared by an independent certified public accountant attesting to the fair presentation of the Net Revenues on the basis specified within this RFP.

Deliverables:

- (1) The Proposer shall provide LADOT with a monthly contract and billing report sample as part of its proposal.**
- (2) The Contractor shall submit copies of the Contractor's monthly advertising contracts and billing reports to LADOT.**
- (3) The Contractor shall prepare and submit a monthly itemized list of stored adverts by site location and advert type to LADOT.**

- (4) The Contractor shall prepare and submit to LADOT monthly reports on the status of all interior advertising. This report shall be subject to change or modification as LADOT deems necessary.
- (5) The Contractor shall prepare and submit monthly reports on the status of all exterior advertising to LADOT. This report shall be subject to change or modification as LADOT deems necessary.
- (6) The Contractor shall prepare and submit monthly reports on the rate of overposting in conjunction with its monthly reporting on available and used inventory to LADOT.
- (7) The Contractor shall prepare and submit monthly reports and quarterly summary reports on the status of removal of expired or obsolescent advertisements to LADOT.
- (8) *The Contractor will provide a listing of all advertising elements sold (and unsold) and posted each month. This report shall be sent to LADOT by the 15th day of each month that the Contractor's contract shall remain in effect.*
- (9) *The Contractor shall provide a Monthly Contract and Billing Report detailing all contracts and billing collection activity during that monthly reporting period.*
- (10) *The Contractor shall correct any deficiencies or irregularities in the Contractor billing statements within ten (10) working days of notification by LADOT and resubmit the Contractor Monthly Billing Report. Any net underpayment to LADOT disclosed by audit shall be due and payable upon demand by LADOT.*
- (11) *The Contractor shall furnish LADOT a Summary report accompanying the Quarterly Schedule of Net Revenues, prepared by an independent certified public accountant attesting to the fair presentation of the Net Revenues on the basis specified within this RFP within ten (10) days following the last business day of the end of the City's fiscal year during the term of the contract.*

TASK 5. Transition Plan

The Proposers must include in their proposal a detailed Transition Plan for the transition from the current contractor's pending postings, ongoing advertisements, the transfer of advertisement stock, and any pending advertisement installations.

Acceptance of Existing Contracts

The Contractor agrees to accept the assignment of existing advertising contracts that affect the date of contract execution. The Contractor agrees to pay a twenty percent (20%) commission out of its share of the gross receipts collected on the unexpired term of any advertising contract to the previous contractor for the first six months of the contract. The payment of this commission shall not reduce LADOT's revenues.

Assignment of Future Contracts for Advertising Space

At the end of the term of the Agreement resulting from this RFP or upon contract termination, the Contractor shall immediately transfer all existing advertising contracts to either LADOT or its designee.

The Contractor will be entitled to the payment of a twenty percent (20%) commission of the gross amount collected from such contracts for a period of six months. For this purpose, the Contractor shall not enter into any contract with advertisers which extends for more than a 12-month period without the express written permission of LADOT. No payment shall be made to the Contractor if the contract is terminated early for default.

End of Contract Advertisement Transfer

The Proposers must include in their proposal a detailed End of Contract Advertisement Transfer Plan for the transition of the Contractor's pending postings, ongoing advertisements, the transfer of advertisement stock, and any pending advertisement installations at the end of the contract term.

Deliverables:

- (1) The Proposers must include in their proposal a detailed Transition Plan for the transition from the current contractor's pending postings, ongoing advertisements, the transfer of advertisement stock, and any pending advertisement installations.*
- (2) The Proposers must include in their proposal a detailed End of Contract Advertisement Transfer Plan for the transition of the Contractor's pending postings, ongoing advertisements, the transfer of advertisement stock, and any pending advertisement installations at the end of the contract term.*
- (3) At the end of the term of the Agreement resulting from this RFP or upon contract termination, the Contractor shall immediately transfer all existing advertising contracts to either LADOT or its designee.*

5. CONTRACT TERM

Subject to the approval of the Mayor and City Council, the City will contract with one Proposer for a term of three (3) years with two one-year options for the rights to sell advertisement space and to post advertisements on the interior and exterior of the City's transit fleet in accordance with the City's Transit Advertisement Policies and the restrictions as indicated in this RFP. The Proposer to whom the contract will be awarded shall be required to enter into a written contract with LADOT in a form approved by the City Attorney. The contract agreement shall be in effect for three (3) years from October 1, 2024, until September 30, 2027, with two one-year options (option year 1 – October 1, 2027, through September 30, 2028, and option year 2 - October 1, 2028, through September 30, 2029).

6. PROPOSAL FORMAT AND SUBMISSION

LADOT reserves the right to ask respondents to cure non-material deficiencies in their proposal; non-material deficiencies that are cured shall not be the basis of disqualification.

6.1 Proposal Content

The RFP is structured to provide specific requirements that function as a standardized framework for evaluating a Proposer's qualifications.

It is the Proposer's responsibility to prepare a proposal that is representative of the Proposer's qualifications. If there is any additional information that would assist the City in accessing the proposal better, the Proposer should include all such information in its response under the title Additional Information. See Exhibit 1 Proposal Requirements Checklist.

Each proposal shall be prepared simply and economically, avoiding elaborate promotional material beyond those sufficient to provide a complete, accurate, and reliable presentation. The responses to this RFP must be made in accordance with the format set forth in this section. Only proposals determined by LADOT to be responsive will be considered. Failure to adhere to the following format may be cause for rejection of the proposal as non-responsive.

6.1.1 Cover Letter

The proposal shall contain a cover letter and introduction (limited to one page) and include the title "Transit Vehicle Advertising Services RFP," as well as the company name and address, the name, telephone number, and e-mail addresses of the person(s) who will be authorized to represent the Proposer regarding all matters related to the proposal and any contract subsequently awarded to said Proposer. This letter shall be signed by a person authorized to bind the company to all commitments made in the proposal (please refer to Section 6.9 for more information).

- Legal business status (individual, partnership, corporation, other) and the address and telephone number of the Proposer.
- Name, title, address, telephone number, and email address of the person(s) authorized to represent the Proposer to enter negotiations with the City with respect to the RFP and any subsequently awarded contracts. The cover letter shall also indicate any limitation of authority for any person named.
- The cover letter must be signed by a representative or officer of the proposer who is authorized to bind the Proposer to all provisions of the RFP, to all offers, statements, and pricing submitted in the Proposal, to a contract, and any subsequent changes to the contract if an award is made.

6.1.2 Table of Contents

The proposal must include a table of contents that clearly identifies the materials in the proposals, separated by section and page numbers.

6.1.3 Company Profile

The Proposer shall provide a narrative summary of the Firm's historical background of themselves as a corporate or other entity and adequate documentation on the firm's financial status that will enable the

City to evaluate the Proposer's ability to complete the proposed project. The Firm's profile shall include the following information:

- The date the Firm was established and the entity's location when established.
- Indicate if the Firm is local or national. If national, the proposer shall specify where the Firm's headquarters is located and all satellite locations.
- The total number of full-time staff employed by the Firm across the country as well as the number of full-time staff that would directly be providing the services as specified in the Scope of Work.
- Identification of the key individuals who will primarily work with LADOT, including officers, project managers, and staff (see Section 3 for required positions). Include names, titles, resumes, any relevant experience. Resumes of all key personnel must be included as an attachment.
- If personnel must be shared with other projects, indicate how much time will be devoted to other projects. The Proposer must identify the percentage of time dedicated to this project must be included, along with the dedicated time of other key personnel.
- Proposers must include a completed Position and Task Report (See Exhibit 5) for all key personnel working on this project in their company profile.
- Proposers are to include a section within the Business Plan outlining the methodology used when hiring and evaluating personnel working on this project.
- A project organizational chart that depicts the project team's organization, including reporting relationships to the Project Manager and supervision of project team staff.

6.1.4 Proposer Qualifications

Proposers should have at least five years' experience performing municipal transit advertising services and be able to furnish proof of ability to perform the terms of this proposal. At a minimum, Proposers must have executed comparable scope of work or should consider submitting as a subconsultant in collaboration with a Prime Proposer that can demonstrate such experience. Proposers should note any experience developing plans targeted towards specific groups or service areas.

Each Proposer shall submit a complete history of its participation in projects of comparable scope and complexity, with a summary of each project's results and sample work products.

Proposers are required to be an out-of-home firm for consideration under this RFP.

6.1.5 References

The proposer shall furnish at least three (3) credible references from municipalities with whom the proposer has done business with in the past seven (7) years for LADOT to contact. LADOT reserves the right to request additional references, to contact and verify all references, and to request additional supporting information from the Proposer as LADOT deems necessary. Please provide this information in Attachment 1: Experience and Reference Form and attach one copy per each reference. Proposers are to ensure that addresses, phone numbers, and email addresses are current and working.

6.1.6 Compensation Plan Requirements

Proposers must complete and submit the Revenue Share Proposal Form Attachment 2 (Table B) of this RFP.

Minimum Revenue Share Percentages:

Proposers are required to propose a compensation plan that includes a **minimum** 60% share of net revenues during each contract year (see Attachment 2 (Table A) LADOT Minimum Required Amounts). Minimum Share Percentages are **not** subject to negotiation, and LADOT will recognize the original proposal as the best and final offer. The Proposer's Revenue Share Percentages become absolute and binding contractual obligations upon contract award. The Contractor may propose compensation amounts and enhancements that exceed the minimum payments. All proposals will be evaluated utilizing the evaluation criteria presented in this RFP.

Payments must be paid to LADOT monthly, no later than the 15th day of each month. Payment not received by LADOT by the 15th following the close of each month shall be considered delinquent, and the Contractor shall be charged interest at a rate of one and one-half percent (1.5%) per month, or any portion thereof, on all delinquent accounts.

6.1.7 City Contracting Requirements

All compliance documents listed in Appendix A: City Contracting Requirements must be submitted with the proposal or as indicated. Failure to comply with these requirements may render the proposal non-responsive.

6.1.8 Financial Background

The Contractor should submit a detailed company portfolio demonstrating Contractor's financial background, including the company's financial viability for up to the past three (3) years, credit references, on-going projects, and all pending litigations in which the Firm may be directly or indirectly involved. Financial statements, including balance sheets and income statements prepared by an independent certified public accountant for the past three (3) years to reflect the financial condition of the Proposer, are required. Financial background statements should also include whether the company has ever had a bond or surety canceled or forfeited; and whether the company has ever been declared bankrupt.

6.2 Submitting Proposals

All proposals must be submitted no later than **Wednesday, February 7, 2024, at 3:00 PM (PST)**.

Timely submission of proposals is the sole responsibility of the Proposer. All proposals delivered after the deadline will be returned to the Proposer. The City reserves the right to determine the timeliness of all proposal submissions.

LADOT will not accept any hard copy responses, including hand-delivery, USPS, or mail couriers. All solicitation responses must be received by the above deadline and submitted electronically through Hightail (<http://spaces.hightail.com/signup>) to lindsey.estes@lacity.org with a copy to

beverly.flynn@lacity.org. The file name must contain the respondent company name, RFP#, and Project name (e.g., LADOT_RFP209546TransitVehicleAdvertisingServices_Proposal).

Hightail offers registration for a free account that allows senders to send files with a maximum size of 100MB. Senders will receive an email confirmation, and the recipient will receive a link to the files. LADOT will confirm the acceptance of proposals to senders by email outside of Hightail. Access to the files will expire after a certain amount of days (auto-generated by the system).

The proposal must be in PRF format and include the contents described in Sections 6.1.1 through 6.1.8. All responses shall not exceed forty (40) double-sided pages (eighty (80) pages of content), exclusive of cover, dividers, resumes, and other requirements.

The proposal must be in PDF format and submitted in three parts:

- **Part 1 – Proposal**
 - All documentation requested in Section 6.1.1 – 6.1.6 shall be submitted together. The proposal must include a table of contents and numbered pages for ease of review by the evaluation committee. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.
 - Using Attachment 1, please include no less than three (3) references with the proposal that includes organizational information and a contact individual (including a current telephone number and email address) with direct knowledge of the Proposer's ability to perform this type of work. The reference list shall describe each entity for which services were provided and types of services and indicate whether the Proposer was the prime or subcontractor for up to the last five (5) years.
- **Part 2 – Mandatory City Contracting Requirements**
 - All City Contracting Requirements specified in Appendix A must be submitted in a separate PDF document.
- **Part 3 – Financial Background Statement**
 - All details required under Section 6.1.8 must be submitted in a separate PDF document.

6.3 Pre-Proposal Conference

A pre-bid conference will be held to clarify the content of this RFP, the Scope of Work, and for LADOT representatives to respond to questions from Proposers concerning the RFP process or requested services. LADOT Representatives will answer questions received prior to the conference as well as questions received during the conference. All responses will subsequently be posted on the RAMPLA website.

The mandatory pre-proposal conference will be held on **Wednesday, December 20, 2024, at 10:00 AM PST**. Attendance is mandatory for firms responding to this RFP. Interested proposers must register for the webinar on Zoom at the following link:

https://us02web.zoom.us/webinar/register/WN_BIM8Rw5ITvSjlxRphbwGMw, no later than **Friday, December 15, 2024, at 4:00 PM PST**, to receive a webinar invitation.

Proposers may submit inquiries in writing via Google Form at: <https://forms.gle/AKJLnZZJKb3kCVtLA> prior to the pre-proposal conference or at the conference via the virtual platform. Further questions must be submitted prior to the end of the final day to submit written questions as specified in Section 2. Answers to all questions will be provided via the RAMPLA website.

6.4 RFP Addenda/Clarifications

Proposers must submit a written request for clarification, interpretation, or corrections of any discrepancies or omissions in the RFP. If it becomes necessary for LADOT to revise any part of this RFP or to provide clarification or additional information after the RFP document is released, a written addendum will be posted online on the RAMPLA website. The proposer shall acknowledge the addendum/addenda by printing and signing the addendum/addenda and including the document(s) in the appendix of the proposal. Proposals that fail to acknowledge receipt of any written addendum or addenda may result in the rejection of the proposal as non-responsive.

6.5 Acceptance of Terms and Conditions

Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP unless otherwise expressly stated in the proposal.

6.6 Proposal Conditions and Limitations

Proposals that set forth conditions or limitations different from those set forth in the RFP may be considered non-responsive and rejected.

6.7 Conference During the Proposal Period

After the expiration of the time to submit proposals and continuing until a contract has been awarded, all City personnel involved in the project are directed NOT to hold any meetings, conferences, or technical discussions with any Proposer except as provided in this Section. Proposers shall not communicate in any manner with City personnel regarding the RFP or the proposals during the period of time unless authorized, in writing, by the Evaluation Committee. Failure to comply with this requirement will automatically terminate further consideration of that Firm's proposal.

6.8 Terms of Withdrawal

Proposers may withdraw their proposal provided a request is submitted in writing and received before the deadline. A written request to withdraw, signed by an authorized representative of the Proposer, must be submitted to LADOT Headquarters at 100 Main Street, 10th Floor, Los Angeles, California 90012, with a copy emailed to lindsey.estes@lacity.org and beverly.flynn@lacity.org to ensure timely receipt. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the specified submission deadline.

After the Proposal's due date/time, no Proposer may withdraw their proposal. A Proposer will not be released on account of errors in its proposal. All proposals shall be firm offers and may not be withdrawn for a period of three hundred and sixty-five (365) calendar days following the deadline date for submission of proposals noted herein.

6.9 Execution of Proposals

If a joint venture submits the proposal, then both firms must sign the proposal in the name of the joint venture. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice President, and secretary, treasurer, or chief financial officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. If the Proposer is a partnership, the proposal must be signed by a general partner in the name of the partnership.

6.10 Disposition of Proposals

All proposals submitted in response to this RFP will become the property of the City and will be a matter of public record. Proposers must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.).

Any Proposer claiming such an exemption must identify the specific provision of the Public Records Act that provides an exemption from disclosure for each item the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify, and hold harmless the City, its Officers, and employees from any action brought against the City for its refusal to disclose such material, trade secrets, and other proprietary information to any party making a request therefor. Any Proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act.

6.11 Limitations

Notwithstanding any other provisions of this RFP, the City reserves the right to reject all proposals and to waive any informality in a proposal when to do so would be to the advantage of the City or its taxpayers.

The Proposer understands and agrees that the City shall have no financial responsibility for any costs incurred by the Proposer in responding to this RFP.

The City of Los Angeles Administrative Code, Division 10, Chapter 1, Article 2, Section 10.15 (d) requires that every proposal, bid, or offer shall have thereon or attached thereto the affidavit of the bidder indicating that: such proposal is genuine, not sham or collusive, nor made in the interest of any person not therein named; that the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a sham bid or to refrain from proposing; and that the Proposer has not in any manner sought by collusion to secure for himself an advantage over any other Proposer. Any proposal made without such affidavit, or found to be in violation thereof, shall not be considered (Reference Appendix A, Section I.D.).

The selected Proposer shall stipulate that in any action related to the awarded contract, the venue shall be in the County of Los Angeles, State of California.

7. EVALUATION AND SELECTION PROCESS

7.1 Evaluation and Selection Process

Evaluation of the proposals will be made by an Evaluation Committee consisting of at least three members appointed by LADOT.

The Evaluation Committee will rank all responsive proposals with respect to the evaluation criteria. The successful Proposer will be named after the proposals and presentations, if requested, are evaluated to select the most qualified Proposer. The panel will make a recommendation and report to the General Manager of LADOT and will be forwarded to the Mayor and City Council for approval.

7.2 Mandatory Requirements

The City will review all proposals to determine if the proposals contain minimum essential requirements outlined in the RFP, including instructions governing submission and format and compliance with Mandatory City Contracting Requirements (Refer to Appendix A). Those Proposals deemed non-responsive will be notified in writing.

7.3 Evaluation Criteria

The Evaluation Committee will use the evaluation criteria below to examine the submitted proposal.

The Evaluation Committee will score and rank all responsive proposals according to the following evaluation criteria and may conduct interviews with each responsive Proposer. LADOT is interested in cost-effectiveness and will evaluate proposed costs in relation to the quality and level of service to be provided. The qualifications of the Proposer and proposed staff and the proposed project plan will all be considered in evaluating the proposal.

Written proposals from responsive Proposers will be evaluated using the criteria in Sections 7.3.1 to 7.3.4 below, and points will be awarded, a maximum of 100 points, without the bonus points for Local Business Preference Program Ordinance (Section 7.6) and/or Labor Code 1070 to 1074 (see below).

Proposers who have received certification (including provisional certification) as a Local Business Entity under the Local Business Preference Ordinance will be entitled up to eight (8) bonus points or Proposers that subcontract with a company that is certified (including provisional certifications) will receive up to five (5) bonus points. Proposers may not qualify in both categories mentioned above.

1	Qualification of Firm	20 points
2	Adequacy of Project Plan	20 points
3	Qualifications of Staff	20 points

4	Proposed Compensation Plan	40 points
5	Local Business Ordinance (Possible Bonus Points)	5-8 points
	TOTAL POSSIBLE EVALUATION POINTS	108 points

7.3.1 Qualification of Firm

Each Proposer must demonstrate a past and present ability to fulfill the requirements established by this RFP. Each Proposer is required to provide detailed information demonstrating an ability to perform the necessary services with specific reference to the activities noted in Section 4.

Proposals should demonstrate technical ability and experience with projects similar in size and scope. Proposals will be evaluated based on the firm's relevant experience and the references provided in Attachment 1. Proposals will be evaluated based on past record of performance and familiarity with the local advertising market. (See Sections 6.1.3 Company Profile, 6.1.4 Proposer Qualifications, and Section 6.1.5 References).

7.3.2 Adequacy of Project's Business and Sales Plans

The Proposer must demonstrate knowledge and understanding of the work to be performed in order to achieve the project objectives. Proposals will be scored based on the adequacy of the proposed project Business and Sales Plans and the use of innovative techniques to achieve consistent advertisement sales goals as set forth in their proposal. (See Section 4: Task 1. Business Plan and Task 2. Sales Plan)

7.3.3 Qualification of Staff

The City will evaluate the proposed staff's experience, education, and background. Proposers should identify the Principal, Project Manager, key staff members, support staff, and subcontractors (see Section 3. Personnel). Background and experience must be included, as well as their availability and commitment to work on this project. Proposers should describe the tasks to be assigned to the Principal, Project Manager, and key personnel and the percentage of time they will be dedicated to these tasks (see Section 6.1.3 Company Profile).

7.3.4 Proposed Compensation Plan

LADOT encourages Proposers to identify innovative ways of generating and sharing revenues with LADOT. Proposers are required to propose a compensation plan that includes a minimum 60% share of net revenues for each year of the contract term. The evaluation committee will thoroughly review the Proposers' sales and business plans to determine the best plan that will maximize returns for LADOT. Payments must be paid to LADOT monthly, no later than the 15th day of each month. Payment not received by LADOT by the 15th following the close of each month shall be considered delinquent, and the Contractor shall be charged interest at a rate of one and one-half percent (1.5%) per month, or any portion thereof, on all delinquent accounts.

Proposers are required to complete and submit the Revenue Share Proposal Form Attachment 2 (Table B) with the proposal. **Note that the compensation plan included in the proposal will not be subject to negotiations or counteroffers. LADOT shall recognize the proposal as the best and final offer.**

As provided in this proposal, Attachment 2, the proposed cost will be evaluated as the Proposers' most favorable terms and conditions. In evaluating the proposals, the City may communicate with one or more Proposers to obtain additional clarifying information. In submitting additional information, a Proposer is not permitted to embellish or change the original cost proposal unless so directed by the City.

Proposers shall include a Pro Forma Financial Income Statement that identifies the expected total gross revenue and expenses associated with providing the proposed services. The pro forma shall include, but not be limited to, identifying all underlying assumptions regarding the initial level of investment (and source of funds), anticipated revenue (including proposed rate schedules), and percentages of national, regional, and local sales anticipated by the Contractor. In addition to identifying all operating costs/expenses, the pro forma shall include separate line items for liability/workers' compensation insurance and executive/officer/manager compensation.

The Proposer shall provide proof of financial ability to cover the proposed revenue share payments to LADOT. Financial resources shall be demonstrated by the submission of audited financial statements for the Proposer's two most recent fiscal years or comparable documentation.

In addition, the proposal shall include a statement of commitment to secure an Irrevocable Letter of Credit (LOC) in a dollar amount of fifty percent (50%) to LADOT for each of the contract years and shall be renewed annually. (This LOC shall accompany the execution of the awarded contract and shall have an expiration date of six (6) months after the contract's expiration date.) While the Irrevocable Letter of Credit is most preferred, LADOT may consider, at its sole discretion, to accept the other forms of security, including an escrow account deposit with LADOT as beneficiary, interest payable to the depositor, and parent company guarantee of minimum payment obligations. However, a performance bond will not be accepted.

7.4 Oral Interview

Proposers may be required to make oral presentations to the Evaluation Committee and should be prepared to have key personnel available for these interviews. Interviews will be conducted virtually; the City will give the proposer at least three (3) business days prior notice when requesting an oral interview.

7.5 Evaluation and Forced Ranking

Each Evaluation Committee member shall rank all respondents from highest to lowest based on the final scores he or she gave to each respondent. In the event of a tie in points, the Committee member shall still rank the respondents. Equal rankings shall not be allowed. Each Committee member shall turn in their final scores and summarize the ranking. If a consensus ranking is achieved (i.e., all Committee members rank the same respondent first), then the Chair shall convene the Committee to discuss the strengths and weaknesses of each respondent. After the discussion, each Committee member shall privately re-rank all respondents and turn in the rankings to the Chair. If a consensus ranking is achieved, the highest-ranked respondent shall be recommended. If a consensus is not achieved, respondents with the highest ranking average rank (with each Committee member's ranking weighed equally) shall be recommended. In the event of a tie, the Chair shall recommend the preferred respondent from among the tied respondents and shall document in writing the reason for his or her decision. The Chair shall present the Evaluation

Committee's recommendation to General Manager. General Manager is the final decision maker at LADOT and will submit the department's recommendation to the Mayor and City Council.

Note that scores will only be used for forced ranking by each Committee member. Under no circumstances will the sum of final scores, average of final scores, or any other methodology involving the final scores be used to select the recommended respondent.

7.6 Local Business Preference Program Ordinance

Proposers are advised that any proposal submitted and contract(s) awarded from this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.25, Local Business Preference Program (LBPP) Ordinance 187121. The City is committed to maximizing opportunities for local businesses and local small businesses in Los Angeles County as well as business entities working with the hardest-to-employ populations. The LBPP Ordinance allows the Department to apply additional points to the Proposal's final score under certain conditions.

Refer to Appendix A, Section II.M. for further information regarding the requirements and application of the Ordinance.

7.7 California Labor Code Evaluation Points

California Labor Code for Public Transit Service Contracts (Chapter 4.6, Section 1070 to 1074) states that if a bidder, as part of the bid for a service contract, declares that they will retain all employees of the prior contractor or subcontractor for a period of not less than 90 days, will be entitled to a 10 percent or an equivalent to 10 points (100 total points before bonus points). Per Labor Code 1071(d), however, "employees" do not include executive, administrative, or professional employees exempt from the payment of overtime compensation. The ten (10) additional points per Labor Code 1070-1074 allow the Department to apply additional points to the Proposal's final score under certain conditions.

8. TERM OF CONTRACT

Subject to the approval of the Mayor and/or City Council and subject to the approval of the City Attorney as to form and legality, the City may enter into a contract with one Proposer. The contract shall be for a three (3) year term with two one-year options from the date of attestation of the City Clerk.

This RFP, addenda, and the submitted proposal, or any part thereof, may be incorporated by reference in the final contract; however, LADOT reserves the right to further negotiate the terms and conditions of the contract with the selected proposer. In the event of any conflict, the terms of the Contract shall prevail unless expressly stated otherwise.

The City reserves the right to modify the Scope of Work and term under this RFP when to do so would be to the advantage of the City in response to an epidemic or pandemic such as COVID-19 and its by-products (e.g., shelter-in-place orders, quarantines, government shutdowns, etc.), or other emergencies, whether a declared emergency or a non-declared emergency or for the 2028 Olympic Games.

9. GENERAL TERMS AND CONDITIONS

9.1 Standard Provisions for City Contracts

During the contract term, the Contractor and its subcontractors shall abide by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached hereto and labeled as Appendix A, Section IV.W.

9.2 City Contracting Requirements

Compliance documents for the City's Contracting Requirements must be submitted with the proposal or through RAMPLA.org, as specified in Appendix A. Failure to comply with these requirements may render the proposal non-responsive. Examples and/or explanatory material for each item are provided in Appendix A. For consistency of reference, all documents should be included in the order listed and marked as an attachment with the corresponding letter designation utilized in the Checklist provided.

Because some requirements require extensive time to complete, the City strongly encourages Proposers to commence these activities before the Pre-proposal Conference.

9.3 Insurance Requirements

The Contractor will maintain mandatory insurance coverage throughout the contract term. The Contractor will upload the insurance renewals into the City's compliance system at <https://www.kwikcomply.org> at the time of renewal.

9.4 Executive Directive 35 Requirement

Respondents are advised, pursuant to Executive Directive 35, if a proposer is selected and awarded a contract, and if the contractor is a for-profit company or corporation, the contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by the City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). On an annual basis, the Contractor shall further request that any subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by the City.

9.5 COVID-19 Vaccination Requirement

Per Ordinance 187134, adopted by the Los Angeles City Council on August 20, 2021, employees of the Contractor and persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, or (3) coming into contact with the public while performing services under an Agreement with the City (collectively, "In-Person Services"). "Fully vaccinated" means that fourteen (14) or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a

one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Before assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel has been fully vaccinated. The contractor shall retain such proof for the document retention period set forth in the Agreement with the City. The contractor shall grant medical or religious exemptions to Contractor Personnel as required by law.

9.6 Executive Directive 35 Requirements and Compliance

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the Contractor is a for-profit company or corporation, the Contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to the City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by the City: Contractor’s and any subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/subcontractor Information”). On an annual basis, the Contractor shall further request that any subcontractor input or update its business profile, including the Contractor/subcontractor information, on RAMP or via another method prescribed by the City.

10. PROTEST PROCEDURES

These procedures and time limits set forth in this section provide a method for resolving, prior to award, protests regarding the award of contracts. They are the Respondents’ sole and exclusive remedy in the event of a protest. These procedures are for the benefit of the City. They are not intended to establish an administrative requirement that must be exhausted by the protesting respondent before pursuing any legal remedy which may be available. For this reason, no respondent shall have any right to due process should the City fail to follow these procedures for any reason within its discretion. However, Failure by a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings. These procedures will enable the City to ascertain all the facts necessary to make an informed decision regarding the contract award.

10.1 Protest Timeline and Submission

A protest relative to this solicitation must provide details of the facts that support the basis for the protest. Protests must be submitted in writing and be postmarked by the deadline described in the subsections below for the specific protest.

All protests must be sent by certified mail with return receipt to:

City of Los Angeles
Department of Transportation
Attention: General Manager
100 South Main Street, 10th Floor
Los Angeles, California 90012

At a minimum, a protest document must include the following:

- Name, address, and telephone number of the protesting party or person representing the protesting party.
- Name and number of the solicitation.
- A detailed statement specifying the legal and factual grounds of the protest and copies of all relevant documents supporting the argument.
- Statement as to the form of relief sought.

10.2 Protest of Content

Protests must be sent by certified mail and postmarked no later than seven (7) calendar days after the solicitation posting on the RAMPLA website. LADOT will respond in writing by certified mail to the protestor(s) within fifteen (15) calendar days of receipt of the protest(s). If LADOT determines that a revision to the procurement process is appropriate, LADOT shall either extend the procurement process timeline or withdraw and reissue the solicitation. In either case, any revisions to the procurement process will be posted on RAMPLA.

10.3 Protest Against Another Respondent

Protests must be sent by certified mail and postmarked between the date of the solicitation posting on the RAMPLA website and before the date LADOT changes the RAMPLA solicitation status to “bidder selected.” If filing a protest against another respondent, LADOT will only consider such protests if it appears that either respondent may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

10.4 Contract Compliance Protest

Protests must be sent by certified mail and postmarked before the date LADOT changes the RAMPLA solicitation status to “bidder selected.” These protests will receive due consideration if the agency submits the protest in a timely period and such protest affects a respondent who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

10.5 Selection Process Protest

Protests must be sent by certified mail and postmarked no later than seven (7) calendar days after RAMPLA’s notification to Proposers of a change in the solicitation status to “bidder selected.” Upon receipt of any protests on the specific selection process, the Standing Protest Committee shall review the protest(s).

10.6 Protest Review Process

Protests meeting the above criteria will be analyzed by LADOT personnel, and any recommended actions will be presented in a written report to the Mayor’s Office. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session by the Standing Protest Committee. This Committee will consist of two (2) members of the City’s Board of Transportation Commissioners and at least two (2) members of LADOT senior management staff not otherwise involved with the Response evaluation.

A protest hearing will be convened at a publicly noticed meeting with a specific date, time, and location, where protesting parties and firms protested against will be given the opportunity to present their arguments at the public session. LADOT will conduct the hearing within thirty (30) calendar days of the protest submission deadline.

The findings of the Committee will be presented to the City's Board of Transportation Commissioners for consideration at one of its scheduled public meetings. For contract awards involving approval by the City Council, any adopted findings and/or recommendations of the Board of Transportation Commissioners concerning the protest review will be forwarded to the City Council's Transportation Committee for its consideration. The decision made by the Board of Transportation Commissioners or the City Council's Transportation Committee regarding a protest will be final and may not be appealed further.

LADOT's final written report on the Department's procurement process and staff recommendation of contract award will contain an account of all protest(s) filed based on solicitation content and shall include the Department's response(s) to the protest(s). LADOT's report shall be forwarded to the Mayor and City Council and/or the City's Board of Transportation Commissioners (as appropriate) for their consideration.

10.7 Protests and Subcontractors

Prime Contractors are requested to advise their potential subcontractors of this protest policy. In addition, a subcontractor protesting against a Prime Contractor has a direct financial interest and may be adversely affected by the determination of the protest; therefore, LADOT may consider the protest beyond the protest period.

11. GENERAL CITY RESERVATIONS

- 11.1 City reserves the right to verify the information in the Response.
- 11.2 If a respondent knowingly and willfully submits false information or other data, the City reserves the right to reject that response. If a contract was awarded as a result of false statements or other data submitted in response to this procurement process, the City reserves the right to terminate that contract.
- 11.3 Submission of a response to this procurement process constitutes acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of three hundred and sixty-five (365) calendar days from the date set for receipt of responses. Firms selected for a contract award pursuant to this procurement process will be required to enter into a written contract with the City approved as to form by the City Attorney. This solicitation and the Response, or any parts thereof, may be incorporated into and made a part of the final contract. The City reserves the right to further negotiate the terms and conditions of the contract. The final contract offer of the City may contain additional terms or terms different from those set forth herein.

- 11.4 The City reserves the right to waive any informality in the process when to do so is in the best interest of the City.
- 11.5 The City reserves the right to withdraw this solicitation at any time without prior notice and the right to reject any and all responses. The City makes no representation that any contract will be awarded to any firm responding to this procurement process.
- 11.6 The City reserves the right to extend the deadline for submission. Firms will have the right to revise their Response in the event the deadline is extended.
- 11.7 All costs of response preparation are the responsibility of the Respondent. The City, in any event, is not liable for any pre-contractual expenses incurred by the Respondent in the preparation and/or submission of the response.
- 11.8 Responses will be reviewed and rated by the City as submitted. Firms may make no changes or additions after the deadline for receipt.
- 11.9 A firm will not be recommended for a contract award, regardless of the merits of the Response submitted, if it has a history of contract noncompliance with the City or other funding source of poor past or current performance with the City or other funding source.
- 11.10 The City reserves the right to retain all responses submitted and the Responses shall become the property of the City. Any department or agency of the City has the right to use any of the ideas presented in the Responses submitted in response to this procurement process. All responses received by the City will be considered public records subject to disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Applicants must identify any material they claim is exempt from disclosure under the Public Records Act. In the event such exemption is claimed, the applicant will be required to state in the Response that he or she will defend any action brought against the City for its refusal to disclose such material to any party making a request thereof. Failure to include such a statement shall constitute a waiver of Proposer's right to exemption from disclosure.
- 11.11 Upon completion of all work under the contract, ownership and title of all reports, documents, plans, drawings, specifications, and estimates produced as part of the contract will automatically be vested in the City of Los Angeles, and no further agreement will be necessary to transfer ownership to any City entity. Copies made for the contractor's records shall not be furnished to others without written authorization from the City of Los Angeles Department of Transportation.
- 11.12 The City may award a contract on the basis of the Responses submitted, without discussions, or may negotiate further with those Respondents within a competitive range. Responses should be submitted on the most favorable terms for the City the Respondent can provide.

12. EVALUATION OF CITY PERSONAL SERVICES CONTRACTORS

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

13. EXHIBITS

Exhibit 1 - Proposal Requirements Checklist

Exhibit 2 - Transit Vehicle Elevations

Exhibit 3 - Sample Position and Task Report

Exhibit 4 - LADOT Bus Advertising Historical Annual Advertising Sales Revenue

Exhibit 5 – Transit Advertising Content Policy and Guidelines

14. ATTACHMENTS

Attachment 1: Experience and Reference Form

Attachment 2: Revenue Share Proposal Form

15. APPENDIX A

Appendix A City Contracting Requirements and Checklist

13. EXHIBITS

Exhibit 1 - Proposal Requirements Checklist

Exhibit 2 - Transit Vehicle Elevations

Exhibit 3 - Sample Position and Task Report

Exhibit 4 - LADOT Bus Advertising Historical Annual Advertising Sales Revenue

Exhibit 5 – Transit Advertising Content Policy and Guidelines

Exhibit 1

Proposal Requirements Checklist

Exhibit 1 – Proposal Requirements Checklist

REQUIREMENT	REFERENCE
Staffing Plan	Section 3
Qualifications of Proposed Staff	Sections 3.1, 3.2, and 7.3.3
Quality Control/Assurance Program	Section 3.3
Business Plan	Section 4 - Task 1 and Section 7.3.2
Sales Plan	Section 4 - Task 2 and Section 7.3.2
Sales Rate and Rate Card Review	Section 4 - Task 3
Maintenance Plan	Section 4 - Task 4
Monthly Contract and Billing Report Sample	Section 4 - Task 4
Transition Plans	Section 4 - Task 5
Cover Letter	Section 6.1.1
Company Profile	Section 6.1.3
Position and Task Report	Section 6.1.3 and Exhibit 5
Qualifications of Proposer	Sections 6.1.4 and 7.3.1
References	Sections 6.1.5, 6.2 and Attachment 1
Compensation Plan	Sections 6.1.6, 7.3.4, and Attachment 2
City Contracting Requirements	Sections 6.1.7, 6.2, and Appendix A
Company Portfolio or Annual Report (Proposer Financial Documents, Surety Information, Bankruptcy information, and Pending litigation details)	Sections 6.1.8 and 6.2
Submission of Proposal	Section 6.2
Attendance of Pre-Proposal Conference	Section 6.3
Submission of Questions and Requests for Clarification	Section 6.4
Pro Forma Financial Income Statement	Section 7.3.4
Letter of Credit	Section 7.3.4
Insurance Coverage and Valid Business Tax Registration Certificate issued by the City of Los Angeles	Section 9.3 and Appendix A

Exhibit 2

Transit Vehicle Elevations

MCI D4000 (40')

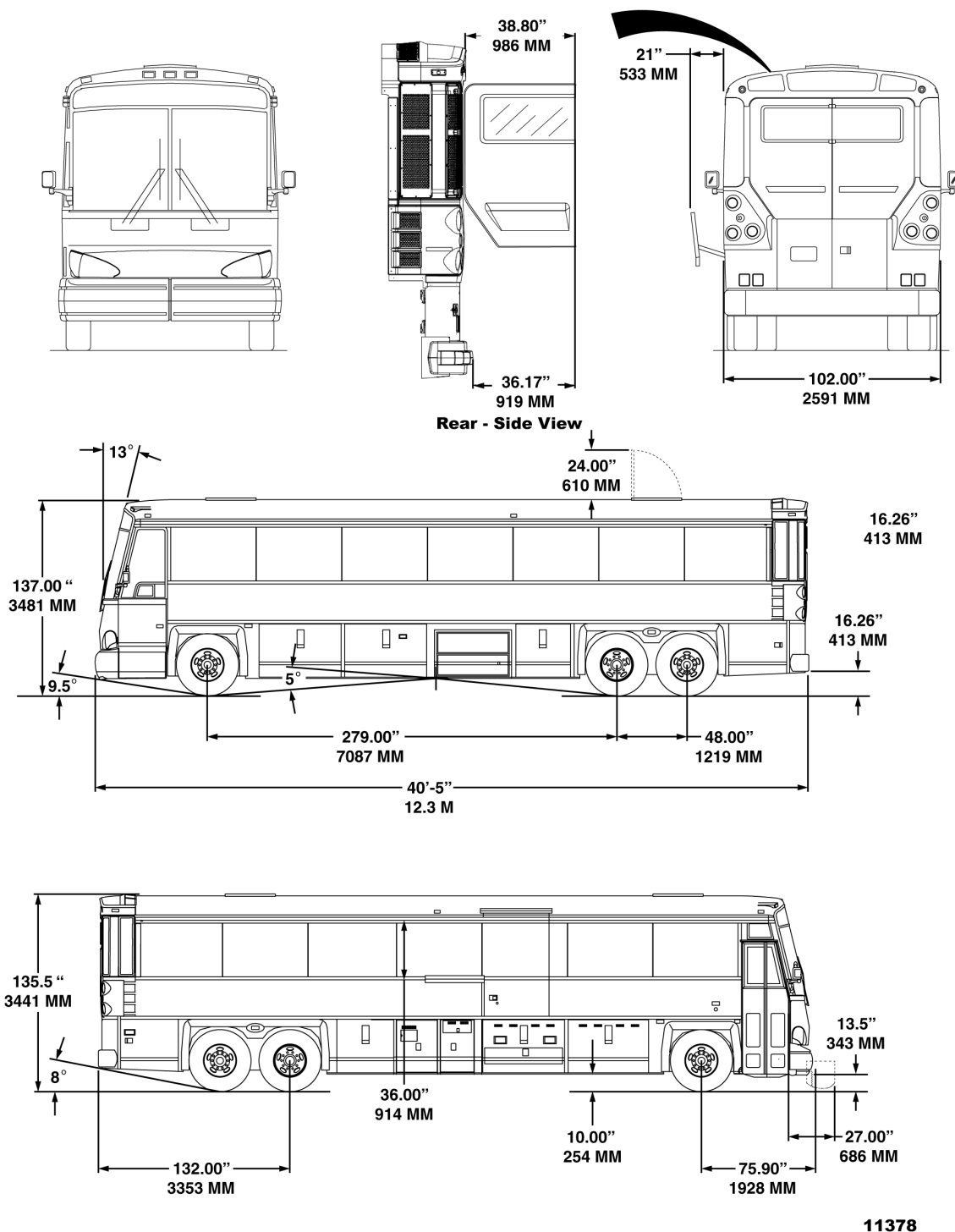
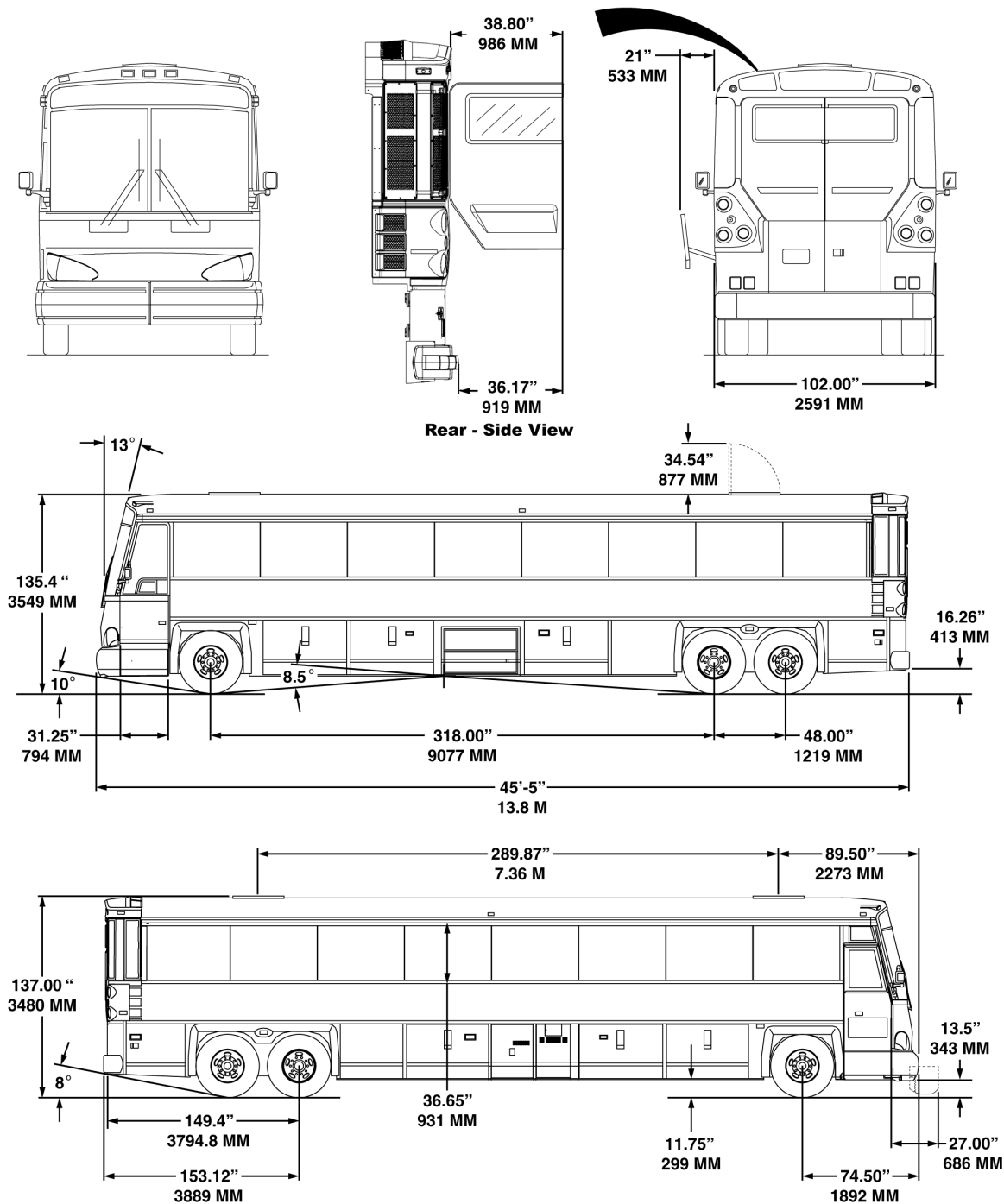


Figure 6. D4000/D4005 Model Body and Door Clearance Diagram

All vertical dimensions are at normal ride height.

MCI D4500 (45')

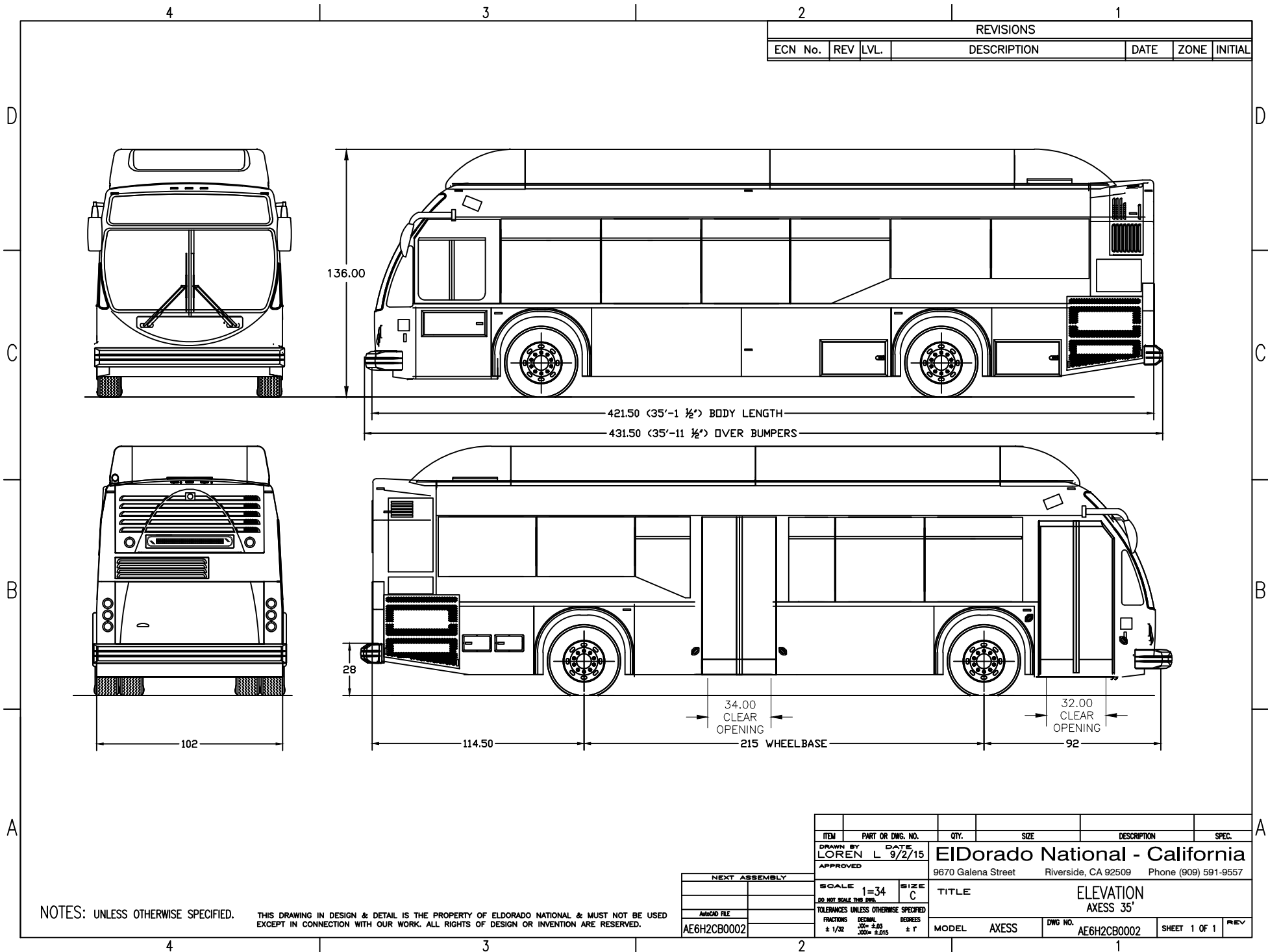


11379

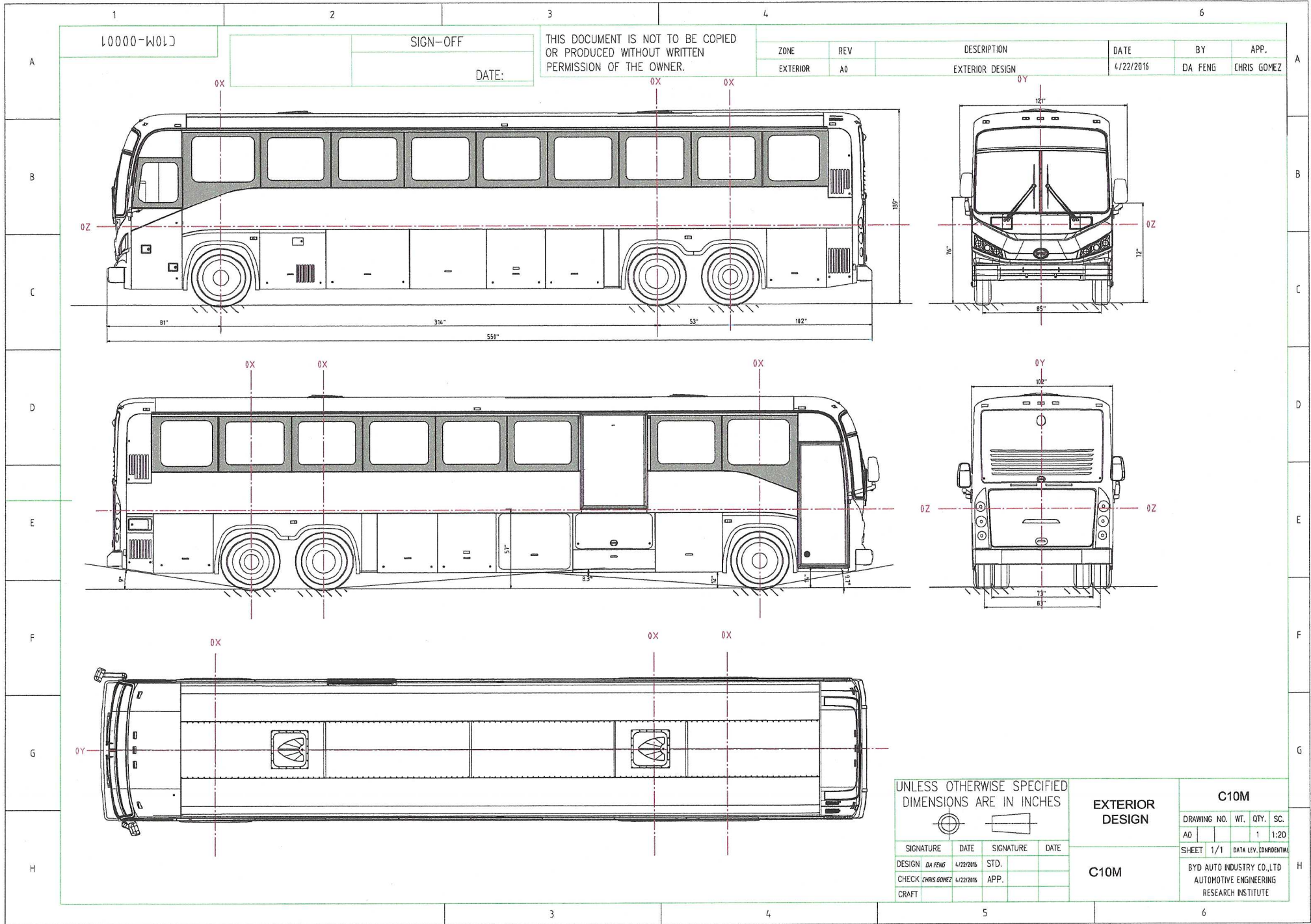
Figure 8. D4500/4505 Body and Door Clearance Diagram

All vertical dimensions are at normal ride height.

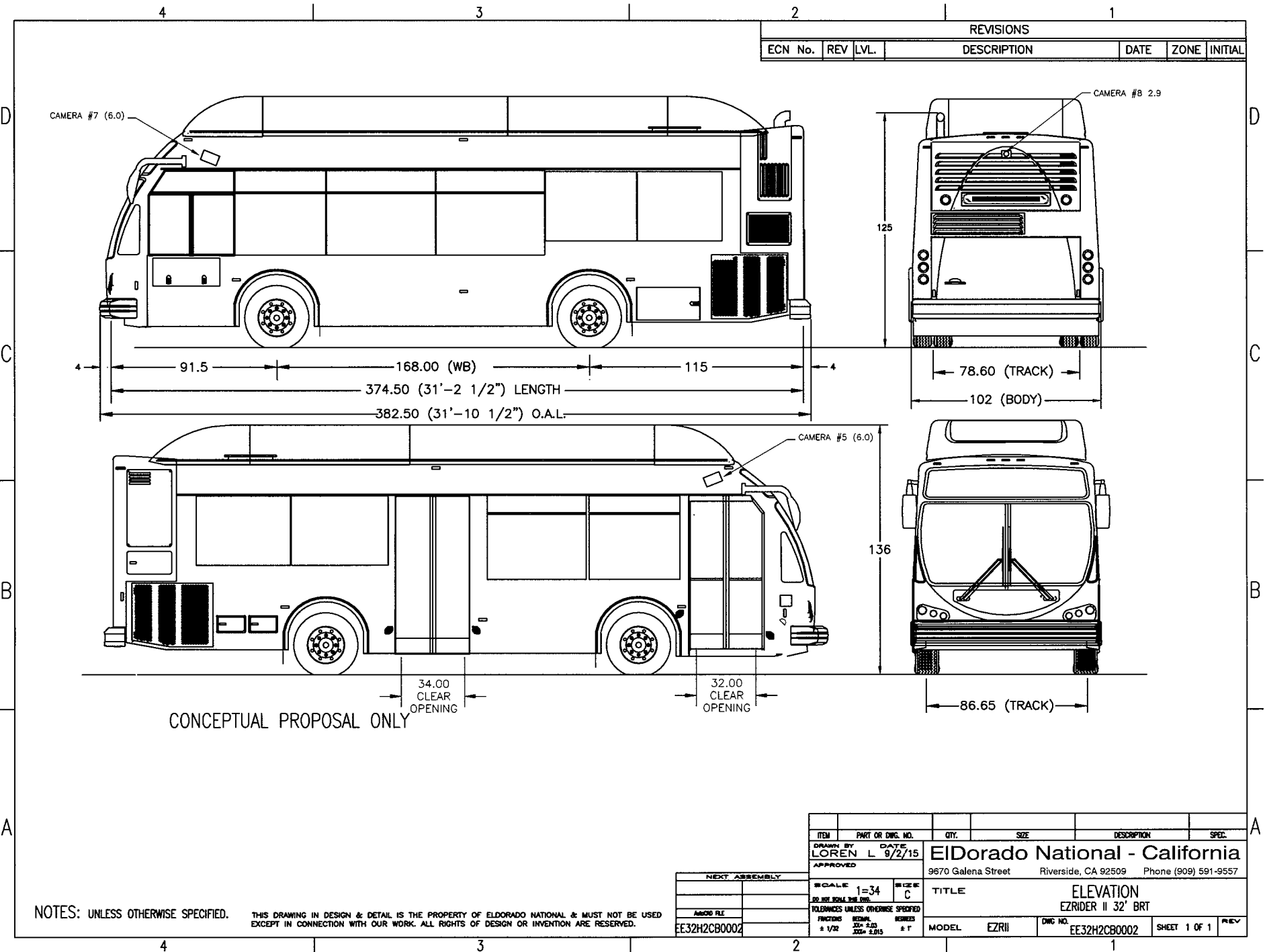
EL DORADO AXESS (35')



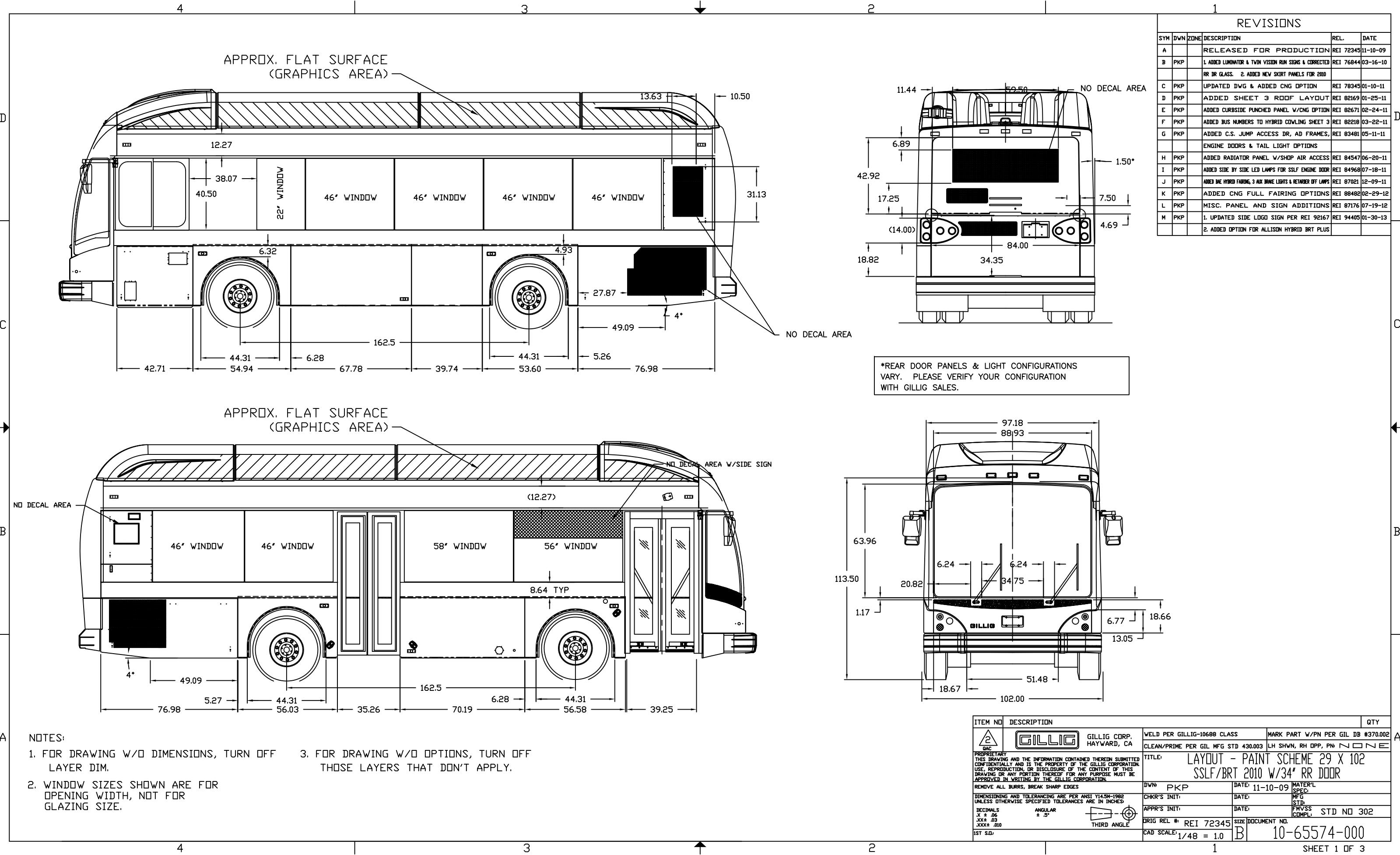
BYD C10M (45')



EL DORADO EZ RIDER II (32')





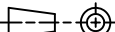
GILLIG BRT (29')



REVISIONS				
SYM	DWN	ZONE	DESCRIPTION	REL. DATE
A			RELEASED FOR PRODUCTION	REI 72345 11-10-09
B	PKP		1. ADDED LUMINATOR & TVM VISION RUN SIGNS & CORRECTED RR DR GLASS. 2. ADDED NEW SKIRT PANELS FOR 2010	REI 76844 03-16-10
C	PKP		UPDATED DWG & ADDED CNG OPTION	REI 78345 01-10-11
D	PKP		ADDED SHEET 3 ROOF LAYOUT	REI 82169 01-25-11
E	PKP		ADDED CURBSIDE PUNCHED PANEL W/CNG OPTION	REI 82671 02-24-11
F	PKP		ADDED BUS NUMBERS TO HYBRID COWLING SHEET 3	REI 82218 03-22-11
G	PKP		ADDED C.S. JUMP ACCESS DR, AD FRAMES, ENGINE DOORS & TAIL LIGHT OPTIONS	REI 83481 05-11-11
H	PKP		ADDED RADIATOR PANEL W/SHOP AIR ACCESS	REI 84547 06-20-11
I	PKP		ADDED SIDE BY SIDE LED LAMPS FOR SSFL ENGINE DOOR	REI 84968 07-18-11
J	PKP		ADDED BME HYBRID FAIRING, 3 RUN BRAKE LIGHTS & RETARDER OFF LAMPS	REI 87021 12-09-11
K	PKP		ADDED CNG FULL FAIRING OPTIONS	REI 88482 02-29-12
L	PKP		MISC. PANEL AND SIGN ADDITIONS	REI 87176 07-19-12
M	PKP		1. UPDATED SIDE LOGO SIGN PER REI 92167 2. ADDED OPTION FOR ALLISON HYBRID BRT PLUS	REI 94405 01-30-13

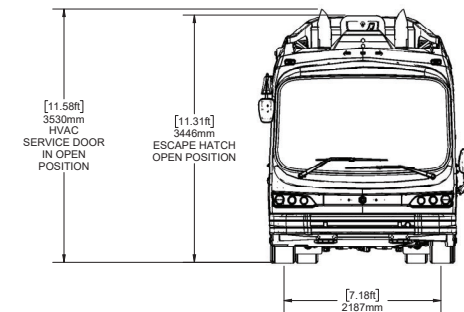
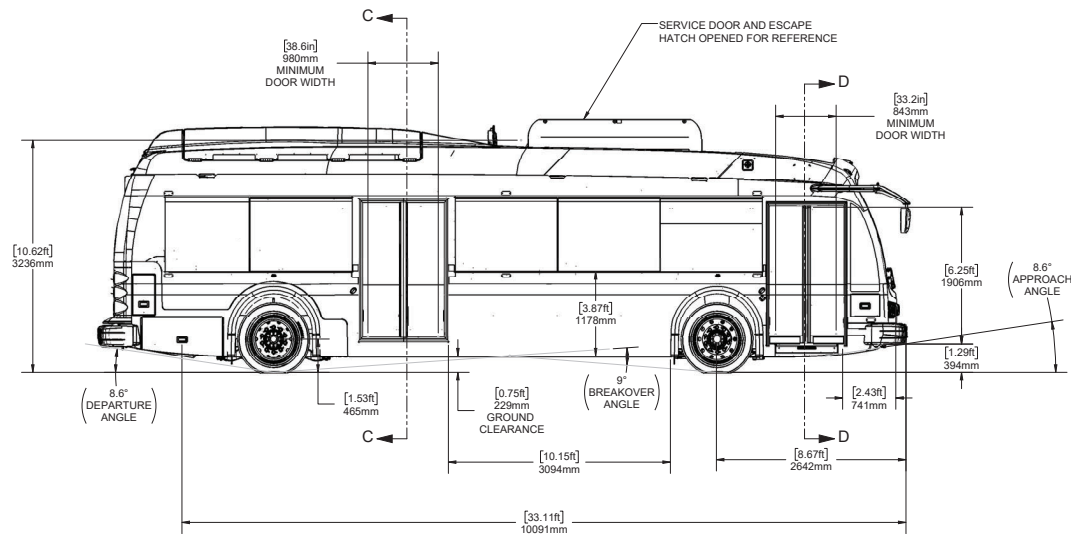
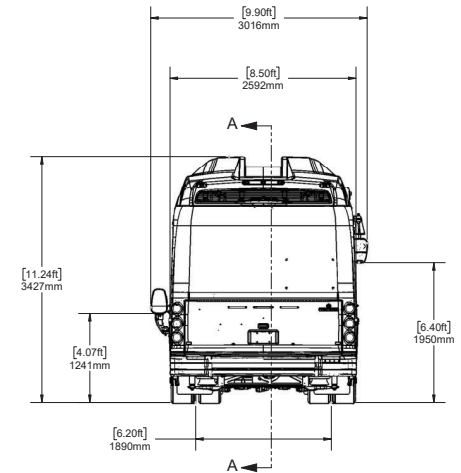
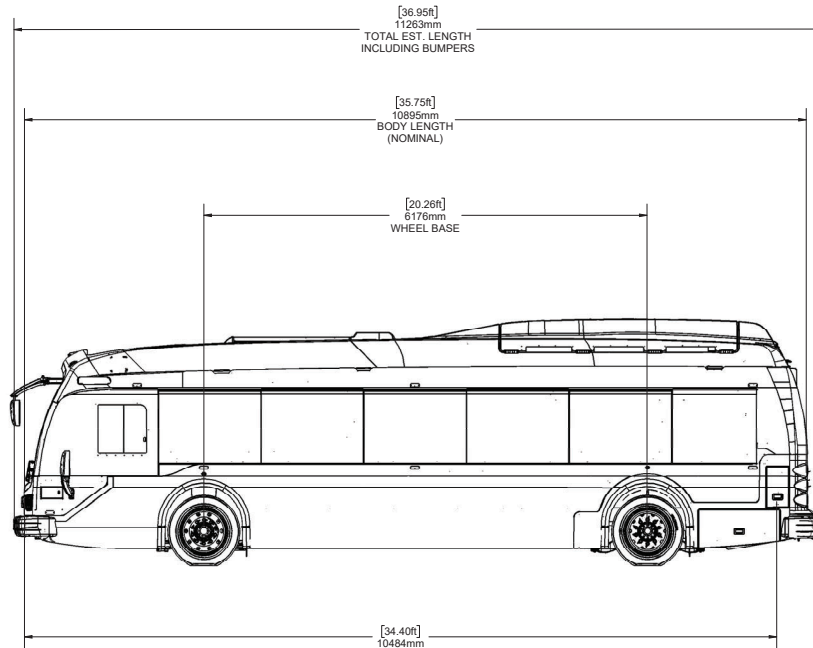
*REAR DOOR PANELS & LIGHT CONFIGURATIONS VARY. PLEASE VERIFY YOUR CONFIGURATION WITH GILLIG SALES.

- NOTES:
1. FOR DRAWING W/O DIMENSIONS, TURN OFF LAYER DIM.
 2. WINDOW SIZES SHOWN ARE FOR OPENING WIDTH, NOT FOR GLAZING SIZE.
 3. FOR DRAWING W/O OPTIONS, TURN OFF THOSE LAYERS THAT DON'T APPLY.

ITEM NO	DESCRIPTION			QTY
		GILLIG CORP. HAYWARD, CA	WELD PER GILLIG-10688 CLASS	MARK PART W/PN PER GIL DB #370.002
			CLEAN/PRIME PER GIL MFG STD 430.003	LH SHWN, RH OPP, PN: NONE
PROPRIETARY THIS DRAWING AND THE INFORMATION CONTAINED THEREIN SUBMITTED CONFIDENTIALLY AND IS THE PROPERTY OF THE GILLIG CORPORATION. USE, REPRODUCTION, OR DISCLOSURE OF THE CONTENT OF THIS DRAWING OR ANY PORTION THEREOF FOR ANY PURPOSE MUST BE APPROVED IN WRITING BY THE GILLIG CORPORATION.			TITLE:	LAYOUT - PAINT SCHEME 29 X 102 SSLF/BRT 2010 W/34" RR DOOR
REMOVE ALL BURRS, BREAK SHARP EDGES			DWN: PKP	DATE: 11-10-09 MATER'L SPEC:
DIMENSIONING AND TOLERANCING ARE PER ANSI Y14.5M-1982 UNLESS OTHERWISE SPECIFIED TOLERANCES ARE IN INCHES:			CHKR'S INIT:	DATE: MFG STD:
DECIMALS .X ± .06 .XX ± .03 .XXX ± .010	ANGULAR ± .5°		APPR'S INIT:	DATE: FMVSS COMPL: STD NO 302
			DRG REL #: REI 72345	SIZE DOCUMENT NO.
1ST SD:			CAD SCALE: 1/48 = 1.0	B 10-65574-000

PROTERRA E2 (35')

REV	DESCRIPTION	ECO	SUPSD	DES	DATE	ENG
			NA			



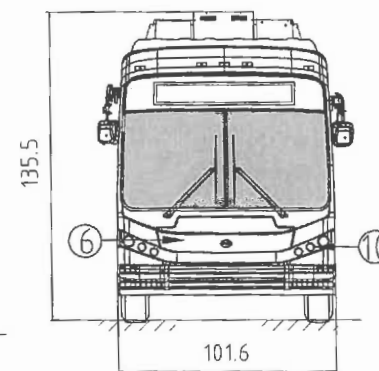
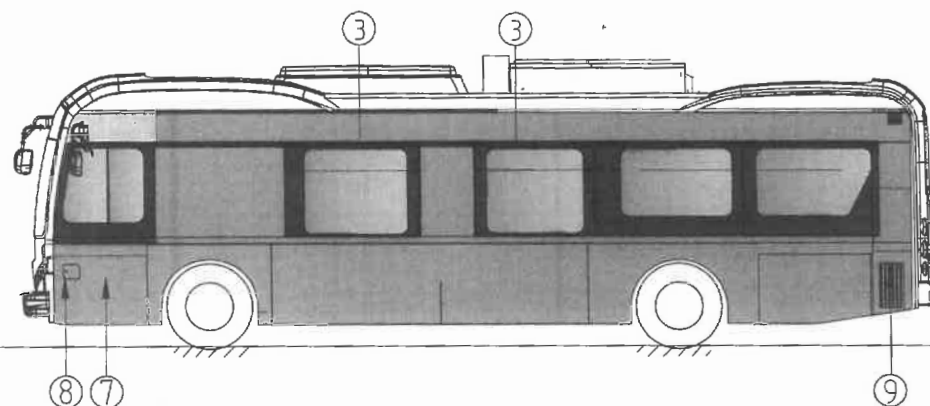
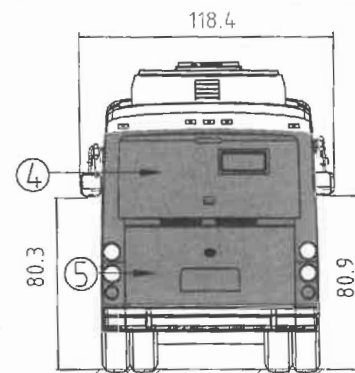
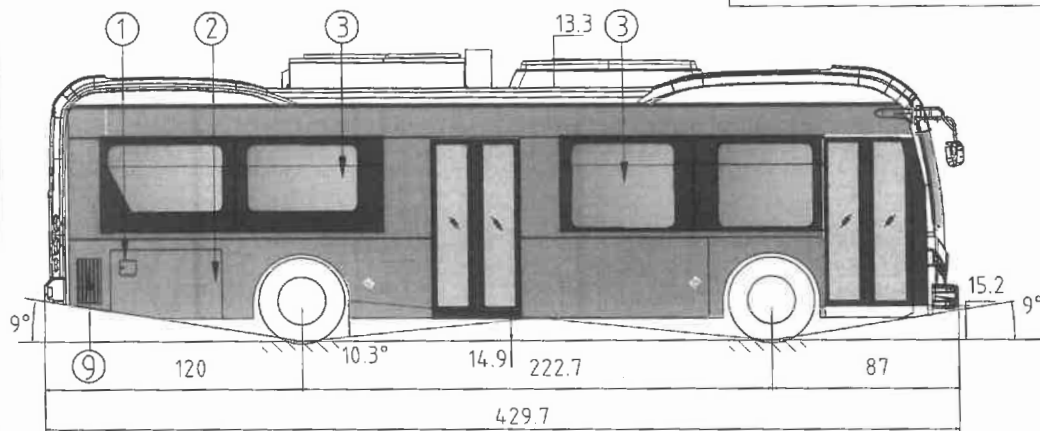
PROTERRA 1 WHITELE CT GREENVILLE, SC 29607 (864) 438-0000 INTERPRET DIMENSIONS & T PER ASME Y14.5M-2009 DO NOT SCALE THIS DOCUMENT		BUS, 35'	
		TRK DATE:	DATE:
		DES DATE:	DATE:
		ENG DATE:	DATE:
THIRD ANGLE PROJECTION		METRIC A1 1 OF 1	BE35II

BYD K9LR (35')

10000-R76K

THIS DOCUMENT IS NOT TO BE COPIED
OR PRODUCED WITHOUT WRITTEN
PERMISSION OF THE OWNER.

ZONE	REV	DESCRIPTION	DATE	BY	APP.
EXTERIOR	A1	EXTERIOR DESIGN	10/2/2015	DANIEL NIU	PETER WU



10	HEAD LIGHT	/	2	I/O CONTROLS
9	RADIATOR ACCESS DOOR	K9MC-5613100	2	FOLAIKESI
8	WIPER FLUID ACCESS DOOR	TK-5916070	1	FOLAIKESI
7	DISTRIBUTION ACCESS DOOR	K9MC-5916100	1	FOLAIKESI
6	FRONT COMPARTMENT ACCESS DOOR	K9MC-8402010	1	HEBEI HONGXING
5	REAR COMPARTMENT ACCESS DOOR	K9MC-5604100	1	HEBEI HONGXING
4	REAR HV BATTERY ACCESS DOOR	K9MC-5921300	1	HEBEI HONGXING
3	EMERGENCY WINDOW	/	4	RICON
2	HV BATTERY ACCESS DOOR	K9MC-5613200	2	FOLAIKESI
1	CHARGING ACCESS DOOR	K7M-5920100A	1	FOLAIKESI
ITEM	NAME	PN	QTY.	DESCRIPTION

UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES

SIGNATURE	DATE	SIGNATURE	DATE
DESIGN: DANIEL NIU	10/2/2015	STD. YUE WANG	10/2/2015
CHECK: PETER WU	10/2/2015	APP. WANG PENG	10/2/2015
CRAFT: HALLAMITE	10/2/2015		

EXTERIOR
DESIGN

K9LR-LADOT

K9LR-00001

DRAWING NO.	WT.	QTY.	SC.
A1		1	1:20
SHEET	1/1	DATA REV.	CONFIDENTIAL

BYD AUTO INDUSTRY CO.,LTD
AUTOMOTIVE ENGINEERING
RESEARCH INSTITUTE

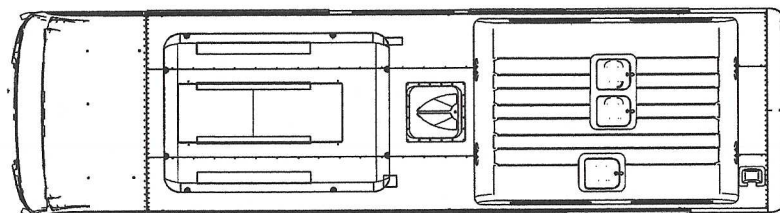
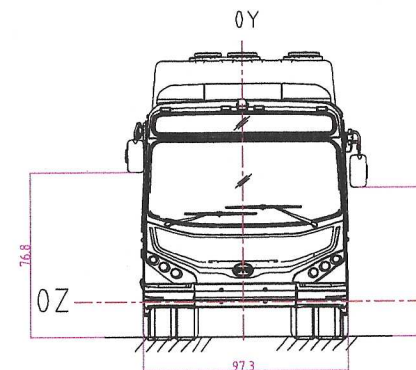
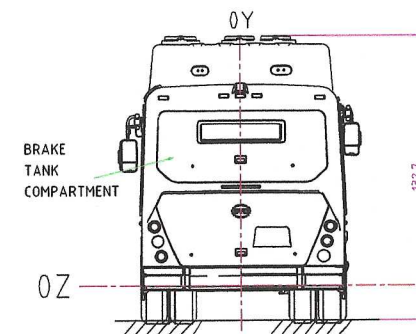
LADOT

SIGN-OFF

DATE:

BYD K7M (30')

REVISIONS					
ZONE	REV.	DESCRIPTION	DATE	BY	APP.
EXTERIOR DESIGN	A0	DRAWING CREATED	01/22/2018	SIMON LI	JING KUI



Customer	Sign-off

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHS				EXTERIOR DESIGN			
SIGNATURE		DATE		SIGNATURE		DATE	
DESIGN				STD.			
CHECK				APP.			
DRAFT							

DRAWING NO.		WT.		QTY.		SC.	
A0				1		12	
SHEET		1/1		DATA REV. COMPONENT			

K7M-1-00001

BYD AUTO INDUSTRY CO.,LTD
AUTOMOTIVE ENGINEERING
RESEARCH INSTITUTE

Exhibit 3

Sample Position and Task Report

MONTHLY POSITION & TASK REPORT

Contractor: _____

Month: _____ Year: _____

STAFF POSITION/TITLE	ADMINISTRATIVE	SUPERVISION	MAINTENANCE	TOTAL ANNUAL HOURS
Project Manager/Account Manager				
Sales Manager				
Media Installation & Removal Staff				
Sub-Contractor Staff				
Other Staff				
Totals	0	0	0	0

Authorized Signature: _____

Date: _____

>>> S A M P L E <<<

BACK-UP DOCUMENTATION FOR LABOR COSTS\CONTRACT AVERAGE COSTS

STAFF POSITION/TITLE	TOTAL DEDICATED ANNUAL HOURS (CONTRACT AVERAGE)	HOURLY EMPLOYER PAID WAGES	HOURLY EMPLOYER PAID HEALTH BENEFITS	HOURLY EMPLOYER PAID DENTAL BENEFITS	HOURLY EMPLOYER PAID OTHER BENEFITS	TOTAL HOURLY EMPLOYER PAID WAGES + BENEFITS	TOTAL ANNUAL WAGES (CONTRACT AVERAGE)
	A	B	C	D	E	F	$G=A*(B+C+D+E)$
Project Manager/Account Manager							
Sales Manager							
Media Installation & Removal Staff							
Sub-Contractor Staff							
Other Staff							

- NOTES:
1. Numbers for wages and benefits must be consistent with LWO Checklist
 2. Add other classifications as appropriate
 3. Total yearly annual hours full time = 2.000
 4. Employer contribution only, excludes all federal and state taxes, workers' compensation, etc.

Exhibit 4

LADOT Bus Advertising Historical Annual Advertising Sales Revenue

Exhibit 4 - LADOT Bus Advertising Historical Annual Advertising Sales Revenue

Contract Year	Annual Billings	60% Share	Minimum Annual Guarantee
Year 1 - April 2017 - March 2018	\$ 1,232,243	\$ 739,346	\$ 850,000
Year 2 - April 2018 - March 2019	\$ 1,586,618	\$ 951,971	\$ 875,000
Year 3 - April 2019 - March 2020	\$ 1,456,849	\$ 874,110	\$ 900,000
Year 4 - April 2020 - March 2021	\$ 420,686*	\$ 252,412	N/A**
Year 5 - April 2021 - March 2022	\$ 585,713*	\$ 351,428	N/A**
Year 6 - April 2022 - March 2023	\$ 1,008,298*	\$ 604,979	\$ 950,000

NOTES: * COVID 19 pandemic affected revenues

** Minimum Annual Guarantee suspended during COVID 19 pandemic

Exhibit 5

Transit Advertising Content Policy and Guidelines

**CITY OF LOS ANGELES
DEPARTMENT OF TRANSPORTATION (LADOT)
TRANSIT ADVERTISING POLICY**

**GUIDELINES GOVERNING ALL ADVERTISING IN OR UPON CITY OF LOS ANGELES DEPARTMENT
OF TRANSPORTATION (LADOT) TRANSIT VEHICLES**

I. PURPOSE:

- A. This Transit Advertising Policy ("Advertising Policy") applies to the posting of all new advertisements on LADOT transit facilities and vehicles on or after the effective date of the policy.
1. LADOT Transit System. L A D O T operates the second largest public transportation system in Los Angeles County. LADOT maintains a transit fleet of over 350 vehicles that serve approximately 26 million passenger trips each year.
 2. Advertising as Revenue Source. LADOT transit operations are funded by a combination of federal, state and local funds, including grants and taxes, as well as fare box revenue. Advertising revenues are an important additional source of revenue that supports transit operations. LADOT's fundamental purpose in accepting transit advertising is to generate revenue to augment LADOT's operating budget.
 3. Primary Purpose of LADOT's Transit System. The primary purpose of LADOT's transit system is to provide safe and efficient public transportation within its service area. Consistent with this purpose, LADOT places great importance on maintaining secure, safe, comfortable and convenient transit facilities and vehicles in order to, among other things consistent with the provision of effective and reliable public transportation, retain existing riders and attract new users of public transit services. To generate additional revenue while also accomplishing the primary objectives of transit operations, LADOT will accept advertising on its transit facilities and vehicles only if such advertising complies with this Advertising Policy.
 4. Non-Public Forum Status. It is the express intention of this Advertising Policy to designate LADOT's property allocated for advertising as a non-public forum. Going forward, LADOT's acceptance of transit advertising will not provide or create a general public forum for expressive activities. In keeping with its proprietary function as a provider of public transportation, LADOT does not intend its acceptance of transit advertising to permit its transit facilities or transit vehicles to be used as open public forums for public discourse and debate. Rather, LADOT's fundamental purpose and intent is to accept advertising as an additional means of generating revenue to support its transit operations. In furtherance of that discreet and limited objective, LADOT will retain strict control over the nature of the advertisements accepted for posting on or in its transit facilities and transit vehicles and will maintain its advertising space as a non-public forum.

5. Policy Advances Revenue Objective. This Advertising Policy advances the advertising program's revenue-generating objective by prohibiting advertisements that could detract from that goal by interfering with and diverting resources from transit operations, and/or posing significant risks of harm, inconvenience, or substantial annoyance to transit passengers, operators and vehicles. Such advertisements create an environment that is not conducive to achieving revenue for the benefit of the transit system or to preserving and enhancing the security, safety, comfort and convenience of its operations. The viewpoint neutral restrictions in this Advertising Policy foster the maintenance of a professional advertising environment that maximizes advertising revenue.

This policy is intended to provide clear guidance as to the types of advertisements that will allow LADOT to generate revenue and enhance transit operations by:

- Increasing and maximizing revenue;
- Preventing the appearance of favoritism by LADOT;
- Preventing the risk of imposing views on a captive audience;
- Maintaining a viewpoint-neutral posture by LADOT;
- Preserving the marketing potential of the advertising space by avoiding content that the community could reasonably view as offensive or harmful to the public generally or to minors in particular;
- Maximizing ridership;
- Avoiding claims of discrimination and maintaining a non-discriminatory environment for riders;
- Preventing any harm or abuse that may reasonably be anticipated to result from the running of an advertisement; and
- Reducing the diversion of resources from transit operations that are caused by controversial or offensive advertisements.

6. Application of Advertising Policy. This Advertising Policy applies to the posting of all new advertisements on transit facilities and transit vehicles on or after the effective date of the policy. Any Advertisements which would be prohibited under this Advertising Policy, but which were or will be posted pursuant to the terms of a fully executed advertising contract prior to the effective date of this Advertising Policy, will be allowed to be posted or to remain posted for the duration of that contract. LADOT's transit facilities and transit vehicles are a non-public forum and, as such, LADOT will accept only that advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and restrictions provided herein. This Advertising Policy does not apply to LADOT owned property in the possession of another party pursuant to a lease, license or concession agreement.

II. ADVERTISING POLICY:

A. Permitted Advertising Content – The following classes of advertising are authorized on transit facilities and transit vehicles if the advertising does not include any material that qualifies as Prohibited Advertising under this Advertising Policy:

1. Commercial and Promotional Advertising. Commercial and Promotional Advertising promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, programs, transactions, donations, products or property (real or personal) for commercial or noncommercial purposes or more generally promotes an entity that engages in such activities.
2. Governmental Advertising. Governmental entities, meaning public entities specifically created by government action, may purchase advertising space for messages that advance specific government purposes.
3. Public Service Announcements. LADOT recognizes that its advertising program and its overall public transportation mission are furthered by allowing for public service announcements. Such announcements engender goodwill with the public because the transit system is seen as a caring and active participant in the community.

A Public Service Announcement must satisfy the following criteria:

- a. The sponsor of a Public Service Announcement must be a government entity, or a civic or charitable organization, or a nonprofit corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.
- b. The Public Service Announcement must be directed to the general public or a significant segment of the public and relate to:
 - Prevention or treatment of illnesses;
 - Promotion of safety or personal well-being;
 - Education or training;
 - Provision of children and family services;
 - Provision of services and programs that provide support to low income citizens, senior citizens, and people with illnesses or disabilities;
 - Solicitation by broad-based contribution campaigns which provide funds to multiple charitable organizations engaged in any of the activities that are described in this section (3b) above; or
 - Solicitation of funds or promotion of an event benefiting a nonprofit corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and which is engaged in any of the activities that are described in this section (3b) above.

B. Prohibited Advertising Content. Advertising is prohibited on transit facilities and transit vehicles if it includes any of the following content:

1. Political. Advertisements promoting or opposing a political party, or promoting or opposing the election of any candidate or group of candidates for federal, state, judicial or local government offices are prohibited. In addition, advertisements which are political in nature or contain political messages, including advertisements involving political or judicial figures and/or advertisements involving an issue that is political in nature in that it directly or indirectly implicates the action, inaction, prospective action or policies of a governmental entity are prohibited.
2. Public Issue. Advertisements expressing or advocating an opinion, position or viewpoint on matters of public debate about economic, political, religious or social issues are prohibited.
3. Prohibited Products, Services or Activities. Any advertising that promotes or depicts the sale, rental, or use of, or participation in, the following products, services or activities; or that uses brand names, trademarks, slogans or other material that are identifiable with such products, services or activities:
 - a. Alcohol: Beer, wine, distilled spirits or any alcoholic beverage licensed and regulated under California law, however, this prohibition shall not prohibit advertising that includes the name of a restaurant that is open to minors. Also prohibited are advertisements by alcoholic beverage companies.
 - b. Tobacco: Tobacco products, tobacco-related products, and products that simulate smoking or are modeled on the tobacco products, including but not limited to cigarettes, cigars, and smokeless (e.g., chewing) tobacco, and electronic cigarettes;
 - c. Adult/Mature Rated Films, Television or Video Games: Adult films rated "X" or "NC-17", television rated "MA" or video games rated "A" or "M";
 - d. Adult Entertainment Facilities: Adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments;
 - e. Other Adult Services: Adult telephone services, adult internet sites and escort services;
 - f. Obscene or Sexually Explicit Matter: Advertising containing obscene matter as defined in the Los Angeles County Code, Chapter 13.17, Section 13.17.010, or sexually explicit material as defined in the Los Angeles County Code, Chapter 8.28, Section 8.28.010D.

- g. False or Misleading: Any material that is or that the sponsor reasonably should have known is false, fraudulent, misleading, deceptive or would constitute a tort of defamation or invasion of privacy;
- h. Copyright, Trademark or Otherwise Unlawful: Advertising that contains any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal;
- i. Illegal Activity: Advertising that promotes any activity or product that is illegal under federal, state or local law;
- j. Profanity and Violence: Advertising that contains any profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal, or that depicts weapons or devices that appear to be aimed or pointed at the viewer or observer in a menacing manner;
- k. Firearms: Advertising that promotes or solicits the sale, rental, distribution or availability of firearms or firearms-related products;
- l. Disparaging: Advertising that reasonably could be interpreted as being disparaging or disrespectful to persons or groups based on race, color, religion, national origin, gender identity, sexual orientation, and disability, including advertising that portrays individuals as inferior, evil or contemptible;
- m. Adverse to LADOT: Advertising, or any material contained in it, that is directly adverse to the commercial or administrative interests of LADOT, or that tends to disparage the quality of service provided by LADOT, or that tends to disparage public transportation generally;
- n. LADOT Graphics and References: Advertising that contains LADOT or City of Los Angeles graphics, logos, representations without the express written consent of LADOT;
- o. Insulting, Degrading or Offensive: Any material directed at a person or group that is so insulting, degrading or offensive as to be reasonably foreseeable that it will incite or produce lawless action in the form of retaliation, vandalism or other breach of public safety, peace and order;
- p. Harmful or Disruptive to Transit System: Any material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of or interference with the transportation system; and

- q. Unsafe Transit Behavior: Any advertisement that encourages or depicts unsafe behavior with respect to transit-related activities, such as non-use of normal safety precautions in awaiting, boarding, riding upon or debarking from transit vehicles.

C. Additional Requirements.

1. Sponsor Attribution and Contact Information. Any advertising in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to identify the sponsor in clearly visible letters (no smaller than 72 point type for exteriors and 24 point type for interiors): Advertisement paid for by _____.
2. "Teaser ads" that do not identify the sponsor will, however, be allowed so long as a similar number of follow up advertisements are posted within eight weeks of the initial teaser ads that do identify the sponsor of those initial ads.

III. PROCEDURES:

- A. All proposed transit advertising must be submitted to the LADOT vendor responsible for marketing LADOT's advertising space and for contracting with advertisers on behalf of LADOT (the "Advertising Vendor") for initial compliance review. The Advertising Vendor will perform a preliminary evaluation of the submission to assess its compliance with this policy. If the Advertising Vendor determines that a proposed advertisement does not comply with this Advertising Policy or is unable to make a compliance determination, it will forward the submission to LADOT's Transit Services Group for further evaluation. The Advertising Vendor may at any time discuss with the entity proposing the advertisement one or more revisions to an advertisement, which, if undertaken, would bring the advertisement into conformity with this Advertising Policy. The Advertising Vendor will immediately remove any advertisement that LADOT's Transit Services Group directs it to remove.
- B. In the event the Advertising Vendor determines that a proposed advertisement does not comply with this Advertising Policy or is unable to make a compliance determination, LADOT's Transit Services Group will review the proposed advertisement for compliance with the guidelines set forth in this policy and will direct the Advertising Vendor as to whether the proposed advertisement will be accepted.
- C. LADOT's Transit Services Group may consult with the other appropriate City employees, including the City Attorney's Office, at any time during the review process.
- D. The Division Head overseeing LADOT transit operations and the Executive Officer for LADOT's Transit Services Group are responsible for the implementation of this Advertising Policy.

14. ATTACHMENTS

Attachment 1: Experience and Reference Form

Attachment 2: Revenue Share Proposal Form

ATTACHMENT 1 - EXPERIENCE & REFERENCE FORM

Proposer Authorized Signature: _____

Proposer Contact Name: _____

Proposer Title: _____

Previous Project Experience Details

Project Name and Type: _____

Project Location: _____

Project Start Date: _____ Completion Date: _____

Project Summary:

[illegible]

Reference for Listed Project

Name of Agency or Firm: _____

Contact Phone Number: _____

Name of Contact: _____

ATTACHMENT 2 - REVENUE SHARE PROPOSAL FORM

Table A
Minimum Required Amounts

Contract Year	LADOT Minimum Share Percentage
One	60% of Net Revenues
Two	60% of Net Revenues
Three	60% of Net Revenues
Four	60% of Net Revenues
Five	60% of Net Revenues

Table B
Revenue Share Proposal
(To be completed by Proposer)

Contract Year	Contractor Proposed Share Percentage
One	_____ % of Net Revenues
Two	_____ % of Net Revenues
Three	_____ % of Net Revenues
Four	_____ % of Net Revenues
Five	_____ % of Net Revenues

Table A contains the LADOT minimum required amounts. Proposers are required to propose a compensation plan that includes a **minimum** 60% share of net revenues during each contract year. LADOT defines net revenues as equal to gross revenues minus commissions paid to recognized advertising and media placement agencies.

Proposers are required to complete and submit this Form (Table B), indicating the proposed Share Percentage of Net Revenues for each year during the term of the contract. Refer to Section 6.1.6 – Compensation Plan Requirements and Section 7.3.4 – Proposed Compensation Plan.

Note that the proposed Share Percentage of Net Revenues included in the proposal will not be subject to negotiations or counter-offers. LADOT shall recognize the proposed amounts on this Form (Table B) as the best and final offer.

15. APPENDIX A

- Appendix A Mandatory City Contracting Requirements
- City Contracting Requirements Checklist
 - Request for Proposal City Contracting Requirements
 - Standard Provisions for City Contracts (Rev. 9/22) [v.1]

City of Los Angeles



Department of Transportation

Request for Proposals (RFP)
City Contracting Requirements

CITY CONTRACTING REQUIREMENTS CHECKLIST

SECTION I – Compliance Documents to be Submitted with Response by All Respondents

Respondents are required to complete and **submit** the following documents **with their response**.

A	Business Inclusion Plan (BIP) - Schedule A	
B	Bidder Certification CEC Form 50 (Municipal Lobbying Ordinance)	
C	Prohibited Contributors (Bidders) Form 55 (City Charter §470 (c)(12))	
D	Non-Collusion Affidavit	
E	Contractor Responsibility Ordinance Questionnaire	
F	City of Los Angeles Contract History Form	
G	Contractor Workforce Information Form (LA Residence Information)	
H	Certification of Compliance with Child Support Obligations	
I	Iran Contracting Act of 2010 Compliance Affidavit	
J	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)	

SECTION II – Compliance Documents to be Completed and Submitted on LABAVN.ORG

Respondents are required to complete and submit the following documents **by the solicitation due date**.

K	Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO)	
L	Disclosure Ordinances (Slavery and Border Wall Contracting)	
M	Local Business Preference Program (LBPP) ONLY required if respondent chooses to participate in Program.	

SECTION III – Required Documents Prior to Award of Contract

Qualified OR selected respondents for contract award are required to submit these documents **before contract is executed**.

N	Contractor Responsibility Ordinance Pledge of Compliance	
O	Certification of Compliance with the Americans with Disabilities Act	
P	Insurance Requirements: Workers' Compensation, General Liability, Auto Liability (Refer to Form Gen. 146) Acord 25 Form must be submitted to CAO Risk Management at https://kwikcomply.org	
Q	Business Tax Registration Certificate (BTRC)	
R	Internal Revenue Service (IRS) Form W-9	
S	Financial Guarantee: Performance Bond, Letter of Credit, etc. ONLY if required by the solicitation.	

SECTION IV – City Contract Compliance Requirements

Respondents are advised the following provisions will be part of the contract. **No forms or documents are required to be submitted.**

T	Nondiscrimination/Equal Employment Practices/Affirmative Action	
U	Contractor Evaluation Ordinance	
V	Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance (Fair Chance Initiative for Hiring)	
W	Standard Provisions for City Contracts	

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION I

**Compliance Documents to be Submitted with Response by All
Respondents**

Section A

Business Inclusion Program (BIP)

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Request for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program (BIP) Outreach on the City of Los Angeles' Regional Alliance Marketplace for Procurement (LARAMP) at www.rampla.org.

INSTRUCTIONS

All Respondents must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

Outreach must be completed **15 DAYS** prior to submittal deadline.

All Respondents **MUST complete and submit** the BIP Schedule A and include in their response.

Responses submitted without a completed BIP Schedule A **WILL** be deemed non-responsive and disqualified from being considered.

All BIP Outreach documentation must be submitted on LARAMP by 4:30 p.m. on the first calendar day following the day of the response submittal deadline.

CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)
FOR A REQUEST FOR PROPOSAL (RFP)

Performance of a BIP outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) subconsultants must be completed on the Regional Alliance Marketplace for Procurement (RAMP), www.rampla.org.

All BIP outreach documentation must be submitted on the RAMP by 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline.

The Department of Transportation anticipated levels of

MBE Participation:	<u>18</u> %
WBE Participation:	<u>4</u> %
SBE Participation:	<u>25</u> %
EBE Participation:	<u>8</u> %
DVBE Participation:	<u>3</u> %

NOTE: BIP outreach information and/or assistance may be obtained through Robin Quintanilla at robin.quintanilla@lacity.org or (213) 675-1602.

**CITY OF LOS ANGELES' POLICY
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)**

SUMMARY

This policy sets forth the City of Los Angeles' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs. Failure to demonstrate an outreach on the RAMP to comply with the indicators will render the proposal non-responsive.

A. GENERAL

This policy statement explains how the City's BIP will be administered within the Awarding Authority for personal services contracts. The Awarding Authority is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Awarding Authority on a contractual basis. The BIP is set forth in this policy Statement. Respondents to this Awarding Authority shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this Program may be obtained through Robin Quintanilla at robin.quintanilla@lacity.org or (213) 675-1602.

B. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$15 million.
3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues do not exceed \$5 million.
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business that is at least 51 percent owned by one or more disabled veterans.
 - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean

any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.

6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
8. Certification must be current **on the date the Awarding Authority awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
 - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (Caltrans); 3) Any certifying agency that is a part of the State of California Unified Certification Program (CUCP) as long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements; 4) Southern California Minority Supplier Development Council (SCMSDC) for MBE certifications; 5) Women's Business Enterprise Council West (WBEC)-West for WBE certifications; or 6) California Public Utilities Commission's Supplier Clearinghouse (CPUC).

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

1. City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684
E-mail address: bca.certifications@lacity.org
2. California Department of Transportation, Office of Business and Economic Opportunity
1823 14th Street, Sacramento, CA 95814
Telephone: (916) 324-1700
Internet address: www.dot.ca.gov/programs/business-and-economic-opportunity
3. Southern California Minority Supplier Development Council (for a fee)
800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960
Fax: (213) 689-1707
Internet address: www.scmsdc.org
4. Women's Business Enterprise Council – West (WBEC-West)
400 Corporate Pointe, Suite 300
Culver City, CA 90230
Telephone: (310) 461-4361
E-mail: office@wbec-west.org

Internet address: www.wbec-west.com

5. California Public Utilities Commission's Supplier Clearinghouse (CPUC)
10100 Pioneer Boulevard, Suite 103
Santa Fe Springs, CA 90670
Telephone: (562) 325-8685
Fax: (562) 278-0153
Internet address: <http://www.thesupplierclearinghouse.com/>

- b. Certification as a Small or Emerging Business Enterprise: An SBE must be certified by either:
 - 1) City of Los Angeles, Bureau of Contract Administration as a Local, Small Business Enterprise; or
 - 2) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services as long as the certification meets all of the City of Los Angeles' SBE and/or EBE certification criteria.

Note: The City of Los Angeles, Bureau of Contract Administration does not offer EBE certifications. However, if a company holds a City of Los Angeles certification as a Local, Small Business Enterprise, they can request an SBE and EBE designation on their RAMP company profile. The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.

Applications for certification and directories of SBE/EBE certified firms are available at the following locations:

1. City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684
E-mail: bca.certifications@lacity.org
Internet address: <https://bca.lacity.org/certification>
2. Office of Small Business & Disabled Veteran Business Enterprises (OSDS) Resources
707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
E-mail: OSDSHelp@dgs.ca.gov
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by either: 1) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services; or 2) Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, Center for Verification and Evaluations as Service-Disabled Veteran-Owned Small Business (SDVOSB) and be headquartered in California.

Applications for certification/verification and directories of DVBE and SDVOSB certified/verified firms are available at the following locations:

1. Office of Small Business & Disabled Veteran Business Enterprises Services (OSDS)
707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
E-mail: OSDSHelp@dgs.ca.gov

Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

2. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization (OSDBU)

Internet address: <https://www.va.gov/osdbu/>

9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term “Subcontract” denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and under its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the consultant.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE, and OBE.
 - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 8, **on the date the Awarding Authority awards a contract for the project** before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
 - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant’s BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain certified MBEs, WBEs, SBEs, EBEs, and DVBEs through subconsulting or materials and supplies acquisition to reach anticipated participation levels.
 - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the levels of MBE, WBE, SBE, EBE, DVBE and/or OBE participation, unless the vendor manufactures or substantially alters the materials/supplies.

- d. MBE, WBE, SBE, EBE, DVBE and/or OBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualifies as both an MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, an MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, DVBE and/or OBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work. Additionally, a firm listed for participation credit must be performing work or a service which is considered a normal part of their business activity offered to the public.
- g. MBE and/or/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.
- i. A listed firm whose participation is credited initially as an OBE, but becomes certified or obtains additional certifications subsequent to the date of the contract award, will receive the appropriate participation credit for any work performed after becoming certified. Additionally, if the subconsultant has a status change in any of its certifications during the performance of work under the contract, the firm will not receive certification credit for work performed after the certification status change.

C. BIP OUTREACH DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP respondents alike, the Mayor's Office has developed a Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Regional Alliance Marketplace for Procurement (RAMP). The RAMP can be accessed at www.rampla.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a respondent's BIP Outreach will be determined by the Board of Public Works (Board) after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties encountered (i.e.: inability to log in, system log out, receiving an error message when you believe you have met the requirements, etc.) while utilizing the RAMP should be reported immediately using the following steps:

1. E-mail RAMP Support at support@rampla.org.
2. E-mail Robin Quintanilla at robin.quintanilla@lacity.org with cc to emerson.belen@lacity.org
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call Robin Quintanilla at 213-675-1602

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may

not be accepted.

Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore, submission by a third party will result in the respondent being deemed non-responsive. BIP Outreach may be completed by any Joint Venture member on behalf of the Joint Venture or under the name of the Joint Venture.

1	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
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The proposer has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth on Page 1 herein and to have the proposer meet the subconsulting expectations for the project.

Required Documentation: No documentation is required from the proposer.

2	ATTENDED PRE-SUBMITTAL MEETING
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The proposer attended the pre-submittal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement may be waived if the proposer certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

Required Documentation: An employee of the proposer's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the proposer both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City approved matchmaking event in the prior 12 months as is evidenced by City records. The waiver must also include the NAICS codes for the subconsultant the Prime met with at the matchmaking event, and those NAICS Codes **MUST** be included in the opportunity the Prime is bidding on.

Note: If the RFP states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS
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The proposer has identified the minimum number, as determined by the Awarding Authority, of specific areas of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

Required Documentation: Outreach via e-mail in the selected work areas. This outreach must be performed using the RAMP's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the RAMP. Failure of the proposer to outreach in all of the work areas selected by the City as potential subconsulting work areas may result in the RFP response being deemed non-responsive.

Note: City staff will access the RAMP and verify compliance with this indicator after the RFP submission deadline.

All notifications must be provided utilizing RAMP, and made not less than **fifteen (15) calendar days** prior to the date the RFP responses are required to be submitted. In all instances, proposers must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each area of work to be performed.

Required Documentation: E-mail notification in each of the selected work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work area to be performed. The notification must be performed using the RAMP's BIP Outreach system. The notification must be to potential subconsultants currently registered on the RAMP. If the proposer is aware of a potential subconsultant that is not currently registered on the RAMP, it is the proposer's responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their BIP outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBE, WBE, SBE, EBE, DVBE and OBE firms for each work area chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work area at the time the RFP was uploaded to the RAMP.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subconsultants that need to be notified for each work area.

# of Subconsultants in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1-10	100%	1-10
11-20	80%	9-16
21-50	60%	13-30
51-100	40%	21-40
101-200	25%	26-50
>200	10%	20+

A proposer's failure to utilize this notification function will result in their RFP response being deemed non-responsive.

Note: Proposers will not be able to utilize the RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the RAMP's notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. By "double clicking" on a red box containing "0*" the proposer will be taken to a list of firms(s) that will allow them to meet this requirement, as long as the notification deadline has not passed. If a proposer is not finding firms of a certain type of certification status when performing their notification search under the six (6) digit NAICS code, the proposer will need to expand their search to the five (5) digit code (i.e.: If none are listed under 236210 – Industrial Building Construction, then search under 23621 – Industrial Building Construction.) Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the RAMP and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress. In case of technical error, please follow the process for reporting these errors as outlined in Section C.

The proposer provided interested subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

Required Documentation: Include in Indicator 4, information detailing how, where and when the proposer will make the required information available to interested subconsultants. The notification must be performed using the RAMP's BIP Outreach system.

Note: For purposes of RFPs, making a copy of the RFP available to potential subconsultants will meet this requirement. At the time a proposer utilizes the RAMP's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. City staff will access the RAMP and verify compliance with this indicator after the RFP submission deadline.

The proposer has responded to every unsolicited offer sent by a Registered Subconsultant using RAMP and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subconsultant, as determined by the Awarding Authority. The proposer must submit a list of all subconsultants for each area of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subconsultant using RAMP.

Required Documentation:

- a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
- b) An online Summary Sheet organized by work area, listing the following:
 - 1) The responses and/or bids received;
 - 2) The name of the subconsultant who submitted the bid/quote;
 - 3) The dollar amount of the bid/quote;
 - 4) A brief reason given for selection/non-selection as a subconsultant;
 - 5) The subconsultant selected for that work area.
- c) Copies of all MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted through the RAMP to the "BIP Supporting Documents" section of the Summary tab prior to the proposer being awarded the contract by the City;

The proposer will be given a choice of responses to indicate 1) No Response received; 2) Response received; but no subconsultant bid submitted; or 3) Submit Bid and include bid amount.

The proposer will be able to choose a preselected reason for selection/non-selection, but may also need to include further explanation in the Notes Section of the online Summary Sheet. If the proposer elects to perform a work area with its own forces and they received a sub-bid/response, they must include a bid/response that shows their own costs for the work. Also, if the proposer is not a Local Business Enterprise (LBE), but wants to participate in the Local Business Preference Program (LBPP) by utilizing Local Business Enterprise subconsultants as prescribed in the LBPP requirements of the RFP documents, a subconsultant's LBE status can be considered a reason for selection over a non-LBE subconsultant. **All bids/responses received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the proposer to submit a bid/response from each subconsultant listed on the online Summary Sheet. **All potential subconsultants with whom the proposer has had contact outside of the RAMP must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the RAMP's BIP Outreach system and must be submitted by 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. If a bid/response is submitted by a firm that is not registered with the RAMP, the proposer is required to add that firm to their Summary Sheet. A proposer's failure to utilize the RAMP's Summary Sheet function will result in their RFP response being deemed non-responsive.

Note: City staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their Summary Sheet on the RAMP's BIP Outreach Summary Sheet function after 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. City staff will access the RAMP and verify compliance with the Summary Sheet provision of this Indicator after the RFP submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on the RAMP prior to being awarded the contract. In case of technical error, proposers must follow the process for reporting these errors as outlined in Section C.

7	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE
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Each notification by the proposer shall also include an offer of assistance to interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.

Required Documentation: Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the RAMP's BIP Outreach notification system.

Note: At the time a proposer utilizes the RAMP's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit subconsultant responses or is deemed contrary to the intent of this Indicator. City staff will access the RAMP and verify compliance with this Indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the RAMP's BIP Outreach system or prior to award of the contract, as specified for each Indicator. The Awarding Authority in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Awarding Authority.

D. AWARD OF CONTRACT

The Awarding Authority reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose RFP response complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract. Proposers are required to have each one of their subconsultants register on the RAMP prior to the award of the contract.

In the event that the Awarding Authority considers awarding away from a proposer because of the proposer's failure to supply adequate BIP Outreach documentation, the Awarding Authority shall afford the proposer an opportunity to present further evidence to the Awarding Authority prior to a public hearing of the proposer's BIP Outreach evaluation.

E. SUBCONSULTANT SUBSTITUTION

In addition to the requirements set forth in the provisions pertaining to the listing of subconsultants, the following shall apply for the purpose of this program:

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
 - a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
 - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must perform a BIP Supplemental Outreach to replace the subconsultant.
 - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
 1. Name of company contacted; contact person and telephone number; date and time of contact.
 2. Response for each area of work which was solicited, including dollar amounts.
 3. Reason for selection or rejection of sub-bid prospect.
 4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at bca.biphhelp@lacity.org for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
 - b. The Consultant shall submit all documentation to the Awarding Authority's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
 - a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
 - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
 - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

F. SUB-AGREEMENT FALSIFICATION

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

G. SUBMITTAL DOCUMENTS

1. **MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form (Schedule A):**
Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form, provided herein as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.
2. **MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B):**
During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.
3. **Final Subcontracting Report (Schedule C)**
Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Board within 15 working days after completion of the contract.

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

The Awarding Authority which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

I. AWARD OF CONTRACT

Nothing herein restricts the discretion of the Board to reject all proposals in accordance with Charter Section 371.

RFP SCHEDULE A

MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONSULANT INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN and DATE ALL SHEETS)

Project Title:		Work Order Number:	
Consultant:		Address:	
Contact Person:		Phone:	

List of all Subconsultants (Service Providers/Suppliers/Etc.)				
Name, Address, and Phone No. of Subconsultant	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Caltrans/City/ MTA Certification No.	Dollar Value of Subcontract

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/ Participation to Date					
	Total Dollar	Percent		Total Dollars	Percent
MBE Participation	\$	%	WBE Participation	\$	%
SBE Participation	\$	%	EBE Participation	\$	%
DVBE Participation	\$	%	OBE Participation	\$	%

Signature of Person Completing this Form	Printed Name	Title	Date

MUST BE SUBMITTED WITH PROPOSAL

RFP SCHEDULE B
MBE/ WBE/ SBE/ DVBE/ OBE UTILIZATION PROFILE

Project Title:		Work Order Number:	
Consultant:		Address:	
Contact Person:		Phone/Email:	

Contract Amount (Including Amendments)	This Invoice Amount

	MBE/ WBE/ SBE/ DVBE/ OBE Subconsultant (List All Subconsultants)					
Name of Subconsultant	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency/ Certification Number	Original Subcontract Amount	This Invoice Amount	Invoiced to Date (Include this Invoice)	Scheduled Participation to Date

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/ Participation to Date					
	Total Dollar	Percent Achieved		Total Dollars	Percent Achieved
MBE Participation	\$	%	WBE Participation	\$	%
SBE Participation	\$	%	EBE Participation	\$	%
DVBE Participation	\$	%	OBE Participation	\$	%

Invoiced to Date Amount (Includes this Invoice)	\$
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Signature of Person Completing this Form	Printed Name	Title	Date

MUST BE SUBMITTED WITH EACH INVOICE

RFP SCHEDULE C FINAL SUBCONSULTING REPORT

Project Title:		Work Order Number:	
Contractor:		Address:	
Contact Person:		Phone/Email:	
Total Contract Amount (Including Amendments)		\$	

MBE/ WBE/ SBE/ DVBE/ OBE Subconsultants (List All Subconsultants)					
Name, Address, Phone of all Subcontractors Listed on Schedule C	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency and Certification Number	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

***If the actual dollar value differs from the original dollar value, explain the differences and give details.**

	Total Dollar	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledge dLeve ls
MBE Participation		%	%	WBE Participation		%	%
SBE Participation		%	%	EBE Participation		%	%
DVBE Participation		%	%	OBE Participation		%	%

Total Final Amount Invoiced	\$
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Signature of Person Completing this Form	Printed Name	Title	Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

Section B

Municipal Lobbying Ordinance

The Municipal Lobbying Ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing decision of City government. Respondents are required to submit with their response a completed and signed Bidder Certification CEC Form 50 acknowledging that, if the Respondent qualifies as a lobbying entity under Los Angeles Municipal Code Section 48.02 (the exemptions in Los Angeles Municipal Code Section 48.03 do not apply), the Respondent agrees to Bidder Certification CEC Form 50 comply with the disclosure requirements and prohibitions established in the Municipal Lobbying Ordinance.

A copy of the ordinance can be found at:

<https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf>

Further information is available at:

<https://ethics.lacity.org/laws/#lobbying>

INSTRUCTIONS

All Respondents **MUST complete and submit** the [Bidder Certification CEC Form 50](#) with their response.

Responses submitted without a completed Bidder Certification CEC Form 50 **WILL** be deemed non-responsive and disqualified from being considered.

Section C

**City Charter §470 (c)(12)
(Campaign Finance Ordinance)**

Charter Section 470(c)(12) and related ordinances state that respondents may not make campaign contributions to and/or engage in fundraising for any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate from the time they submit a response until either the contract is approved or, for awarded responders, twelve (12) months after the contract is signed. The respondent who bids on or submits a proposal or other response to a contract solicitation and subcontractors expected to receive \$100,000 or more in work on the contract are subject to limitations on campaign contributions and fundraising. Respondent's principals, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

By submitting the Prohibited Contributors (Bidders) Form 55, as prescribed by the City Ethics Commission, the respondent acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances.

A copy of Los Angeles City Charter §470 can be found at:
<https://ethics.lacity.org/wp-content/uploads/Charter-Sec-470.pdf>

A copy of the ordinance can be found at:
<https://ethics.lacity.org/wp-content/uploads/2019/01/CFO-20181219-Effective-20190128-Final.pdf>

Further information is available at:
<https://ethics.lacity.org/campaigns/>

INSTRUCTIONS

Prior to the execution of a City contract, Contractor **MUST complete and submit** the [Prohibited Contributors \(Bidders\) Form 55](#).

Responses submitted without a completed Prohibited Contributors (Bidders) Form 55 **WILL** be deemed non-responsive and disqualified from being considered.

Section D

Non-Collusion Affidavit

Pursuant to the Los Angeles Administrative Code, Division 10, Chapter 1, Article 2, Section 10.15, each response must include a statement submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

INSTRUCTIONS

All Respondents **MUST complete and submit** the enclosed Non-Collusion Affidavit and include in their response.

Responses submitted without a completed Non-Collusion Affidavit **WILL** be deemed non-responsive and disqualified from being considered.

NON-COLLUSION AFFIDAVIT

The appropriate, authorized operator's designate must sign and if available affix the corporate seal (see space below).

I, _____, depose and say that I am
_____, of _____,
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Transportation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: _____ at _____
(Month, Day, Year) (City, State)

(Corporate Seal, if available) I certify under penalty of perjury that the foregoing is correct.

(Signature)

Section E

Contractor Responsibility Ordinance

Respondents are advised that any contract awarded pursuant to this procurement process will be subject to the provisions of Los Angeles Administrative Code 10.40 et seq., Contractor Responsibility Ordinance. The Contractor Responsibility Ordinance (CRO) requires a determination, via the Responsibility Questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles.

Further information regarding the requirements of the ordinance is available at:

<https://bca.lacity.org/Ordinances>

INSTRUCTIONS

All Respondents **MUST complete, print and submit** an initial submission of the [Service Contractor Responsibility Ordinance \(CRO\) Questionnaire](#) and include in their response.

Responses submitted without a completed Responsibility Questionnaire **WILL** be deemed non-responsive and disqualified from being considered.

Section F

City of Los Angeles Contract History

The City Council passed a resolution (Council File 98-1331) on July 21, 1998 requiring that all Respondents to a procurement supply in their response, a list of all City of Los Angeles contracts held by the respondent or any affiliated entity during the preceding 10 years.

INSTRUCTIONS

All Respondents **MUST complete and submit** the enclosed City of Los Angeles Contract History Form and include in their response.

Responses submitted without a completed City of Los Angeles Contract History Form **MAY** be deemed non-responsive and disqualified from being considered.

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Were any contracts held with the City of Los Angeles in the last 10 years?

☐ Yes ☐ No

Department with which Contract Held		Contract Dates	Services/Goods Provided	Contract Amount	Contract Number
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Name of Organization

Title

Print Name

Date

Signature

Section G

**Contractor Workforce Information
(LA Residence Information)**

All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award. An important policy goal of the City is to encourage businesses to locate or remain in the City. To track that goal effectively, the Los Angeles City Council, on January 7, 1992, adopted a motion (Council File 92-0021) that requires all City departments to gather various information on contractors who conduct business with the City and all respondents to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

The following information is to be included in each proposal:

- a) The headquarters address of the firm and the total number of employees, regardless of work location;
- b) The percentage of the firm's total work force employed within the City and the percentage residing within the City; and,
- c) The address(es) of any branch office(s) located within the City and the total number employed in each Los Angeles branch office, the percentage of the work force in each Los Angeles branch office that is employed within the City, and the percentage residing within the City.

INSTRUCTIONS

All Respondents **MUST complete and submit** the enclosed City of Los Angeles Contractor Business Locations and Workforce Information Form and include in their response.

Responses submitted without a completed City of Los Angeles Contractor Business Locations and Workforce Information Form **WILL** be deemed non-responsive and disqualified from being considered.

CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

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

Organization: _____

I. Corporate or Main Office Information:

Address	Workforce in Organization:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

II. City of Los Angeles Branch Offices Information:

Note: If there are no Los Angeles Branch offices, mark N/A on first line.

Address	Workforce in Los Angeles Branch Office:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

Section H

Child Support Obligations

The City of Los Angeles has adopted an ordinance (Ordinance No. 172401) requiring all contractors and subcontractors performing work for the City comply with all State and Federal reporting requirements and wage and earning assignments relative to legally mandated child support. Respondents must complete and return the enclosed form and agree to comply with all terms and conditions within. Furthermore, Respondents are advised that any contract awarded pursuant to this procurement process will be subject to the applicable provisions of the Child Support Obligations Ordinance.

INSTRUCTIONS

All Respondents **MUST complete and submit** the enclosed Certification of Compliance with Child Support Obligations and include in their response.

Responses submitted without a completed Certification of Compliance with Child Support Obligations **WILL** be deemed non-responsive and disqualified from being considered.

City of Los Angeles

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS**

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.

I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

Section I

Iran Contracting Act of 2010

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

INSTRUCTIONS

All Respondents **MUST complete, print, and submit** the [Iran Contracting Act of 2010 Compliance Affidavit](#) and include in their response.

Responses submitted without a completed Iran Contracting Act of 2010 Compliance Affidavit **MAY** be deemed non-responsive and disqualified from being considered.

Section J

**Living Wage Ordinance
And
Worker Retention Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, must comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq. Worker Retention Ordinance (WRO). Additional information may be found at the following websites listed below.

Respondents who believe that they meet the qualifications for one of the exemptions must apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (Form OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29).

More detailed information about the ordinances are available on the Bureau of Contract Administration's website at:

<https://bca.lacity.org/living-wages-ordinance-lwo>

<https://bca.lacity.org/service-contract-worker-retention-ordinance-scwro>

The LWO Exemption forms are available here:

[Exemption Application \(Form LW-10\)](#)

[Small Business Exemption Application \(Form LW-26\)](#)

[501\(c\)\(3\) Non-profit Exemption Application \(Form OCC/LW-28\)](#)

[Non-Coverage Determination Application \(Form OCC/LW-29\)](#)

(Rev. 01/18)

INSTRUCTIONS

If exemption from the Living Wage Ordinance is **not** claimed, complete and return the enclosed compliance form.

If applying for an exemption from the Living Wage Ordinance, Respondent must complete and submit the appropriate exemption form and submit completed form with their response.

City of Los Angeles

COMPLIANCE WITH THE LIVING WAGE ORDINANCE

Return this document with the Proposal/Bid Response

By submitting this form, the undersigned hereby declares that an application for exemption is NOT submitted with Proposal/Bid Response and agrees to fully comply with the requirements of the Los Angeles Administrative Code section 10.7, Living Wage Ordinance.

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION II

Compliance Documents to be Completed and Submitted on LABAVN.ORG

Section K

**Equal Benefits Ordinance
And
First Source Hiring Ordinance**

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), Contractors are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (LARAMP) at www.rampla.org. Contractors are responsible for creating an LARAMP profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

Equal Benefits Ordinance (EBO):

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

All Contractors shall complete and submit the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit, available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org, prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP. The City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO/FSHO Affidavit. Contractors seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/equal-benefits-ordinance-ebo>

First Source Hiring Ordinance (FSHO):

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

All Contractors shall complete and electronically sign the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org, prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP.

Contractors seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/first-source-hiring-ordinance-fsho>.

(Rev. 04/22)

INSTRUCTIONS

Respondent must complete and electronically sign the Equal Benefits Ordinance /First Source Hiring Ordinance Compliance Affidavit on www.rampla.org.

Section L

Disclosure Ordinances

(Slavery and Border Wall Contracting)

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this procurement process will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

Contractors are required to complete a streamlined Disclosure Ordinances Compliance Affidavit web form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org.

Contractors are responsible for creating a RAMP profile and completing and submitting the Disclosure Ordinances Compliance Affidavit. The affidavit can be found by navigating to the "My Business Profile" page and clicking on the "Compliance Documents" link.

The web form will be verified by the Bureau of Contract Administration (BCA) prior to contract execution.

Contractors seeking additional information regarding the requirements of the SDO and DBWCO may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/slavery-disclosure-ordinance-sdo>.

(Rev. 01/20)

INSTRUCTIONS

Respondent must complete and electronically sign the Disclosure Ordinances Affidavit on www.rampla.org.

Section M

Local Business Preference Program

Per City of Los Angeles Ordinance No. 187121 and LAAC § 10.25, et seq., the City is committed to maximizing opportunities for local businesses and local small businesses in Los Angeles County, business entities working with the hardest-to-employ populations. It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The new Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. Criteria and instructions for participation in the LBPP are set forth herein.

(Rev. 08/2021)

INSTRUCTIONS

Respondents interested in participating in the LBPP must complete a Local Business Enterprise (LBE), Local Small Business (LSB), and/or Local Transitional Employer (LTE) application. The required Applications/Renewals will only be accepted and processed through www.rampla.org.

PROPOSALS

(Pages LBPP-1 through LBPP-7)

REQUEST FOR PROPOSALS - LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)

City of Los Angeles Ordinance No. 187121, Article 4, Sections 10.25, *et esq.*
of the Los Angeles Administrative Code

Local Business Prime	8%
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Local Small Business	2%
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Local Transitional Employer	2%
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Or

Local Business Subcontractor (s)	Up to 5%
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NOTE: Local Business Preference Program information and/or assistance may be obtained through the [enter Awarding Authority contract information here].

A. General

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

Awarding Authorities shall opt out when the contract is funded by a grant or is federally funded and funding regulations prohibit the funding recipient from implementing the LBPP on the resulting contract. The Awarding Authority can also opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Finally, the Awarding Authority is entitled to determine at any time before the award of a contract that it is not in the City's best interest to grant a proposal preference to a qualifying Local Business. Failure to comply with the LBPP shall result in investigations by the Bureau of Contract Administration/ Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency.

B. Participation Criteria for Local Business Preference Program

To be eligible for participation in this program, the BCA/OCC requires that the prospective local business submit an affidavit attesting as such on the Regional Alliance Marketplace for Procurement Los Angeles (RAMPLA) website. An affidavit form is available to be downloaded on the RAMPLA website at <http://www.rampla.org>. Determination of qualification as a local business by any other entities, other than BCA/OCC, or by any other means other than submission of an affidavit on RAMPLA shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. The local business must be listed on RAMPLA as such prior to the proposal due date and time in order to participate in the LBPP. If an affidavit is submitted prior to the proposal deadline, but has not been verified by BCA/OCC, the Awarding Authority may request for the BCA/OCC to expedite the affidavit if the local business designation would result in a change of award recommendation. In this instance, the status as a local business will be based on the date the affidavit was submitted.

C. Definitions

1. "Article" means the City of Los Angeles Ordinance No. 187121, Article 4, codified in Sections 10.25, *et seq.* of the Los Angeles Administrative Code.
2. "Awarding Authority" means the governing body, board, officer, or employee of the City authorized to award a Contract and includes a department that has control of its own funds if the department adopts policies consistent with the provisions of this article. The Proprietary Departments and the Departments of Recreation and Parks, and Library are strongly encouraged to adopt local preference programs consonant with the provisions of the Article.
3. "Bid Price" means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions. For procurement contracts this may include, but not be limited to, a Cash Discount, or Combined Award Discount.

4. "Cash Discount" means a reduction in the full cost of a good or service when payment is made within a specified period of time: e.g. 2% 10 net 30.
5. "Combined Award Discounts" (CAD) means the discount terms offered by a supplier and are usually expressed in percentages taken directly from the pricing totals of the bidders offering such a discount. CADs are applicable if the specification or bidding documents includes the CAD provision clause, it applies to more than one item or more than one group of items, and if the items included for CAD purposes are not cherry picked from a predefined group of items as set forth by the specifications or bid document.
6. "Contract" means a written agreement over \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.
7. "Contractor" means the person; business or entity awarded the Contract by the Awarding Authority.
8. "Dealer" or "Supplier" means any Person who owns, operates, or maintains a store, warehouse, or other establishment in the County of Los Angeles in which the equipment, goods, or materials of the general character described in the Proposal specifications and required under the Contract are regularly sold or leased to the public from its own inventory or otherwise procured in the usual course of its business. A "Dealer" or "Supplier" does not include a packager, broker, manufacturer's representative, or other person who arranges or expedites a transaction without taking ownership of the finished or assembled equipment, goods or materials prior to the sale or lease to the City.
9. "Local Business" means a business entity that occupies work space within the County, is in compliance with all applicable City and County licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the County and physically conducts and manages all of its operations from a location in the County; (2) that at least 50 of its full time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the County at minimum of 60 percent of their total, regular hours worked on an annual basis.
 - a. A business entity with multiple locations within the County, can aggregate 50 of its full-time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.
 - b. A business entity awarded a City contract under the LBPP, must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.
 - c. A joint venture must be a legally established entity and be certified as an LBE in order to participate in the LBPP. Individual LBE certification by one or more of the joint venture partners will not be considered sufficient to qualify for participation in the LBPP.

- d. A firm that is certified as a Local Small Business Enterprise (LSBE) with the Los Angeles County Office of Small Business will be verified as an LBE on RAMPLA upon request through the LBE affidavit, assuming the LSBE meets the certification qualifications.

D. Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive 8% preference credit to their proposal in excess of \$150,000.00.
2. Qualifying contractors who participate in the LBPP by also qualifying as a Local Small Business or Local Transitional Employer will receive an additional 2% preference credit for each additional certification to their proposal in excess of \$150,000.00.
3. A Local Business that is not eligible for the additional preference, but that identifies a Subcontractor(s) that is certified by the DAA as a Local Small Business or a Local Transitional Employer (LTE), shall receive up to a maximum of 2% preference for each additional certification. The additional preference under this subsection shall be applied as follows:
 - a. A Local Business that identifies a Subcontractor certified by the DAA as a Local Small Business shall receive a 1% preference to the Proposal for every 10% percent of the cost of the proposed work to be performed by the qualifying Subcontractor.
 - b. A Local Business that identifies a Subcontractor certified as a Local Transitional Employer shall receive a 1% preference to the Proposal for every 10% percent of the cost of the proposed work to be performed by the qualifying subcontractor.
 - c. The Proposal must identify each Subcontractor, the proposed work of the Subcontractor, and the cost of the work for each Subcontractor.
4. A Proposal that does not qualify for the Local Business Preference may receive up to a 5% preference if it identifies a Subcontractor that is certified by the DAA as a Local Business, Local Small Business, or Local Transitional Employer.
 - a. The Proposal must identify each Subcontractor, the proposed work of the subcontractor, and the cost of the work for each Subcontractor.
 - b. The Subcontractor preference shall be applied to Proposals, where a 1% preference will be received for every 10% percent of the cost of the proposed work to be performed by the qualifying Subcontractor.
5. Preferences shall only be awarded to a Local Business when a minimum of two-thirds of the services provided under the contract are performed in Los Angeles County. Preferences shall only be awarded for equipment, goods or materials when the Local Business acts as a supplier or dealer (for a minimum of two thirds of the work), or designs, manufactures, or assembles the equipment, goods or materials, where a minimum of two thirds of the work, based on the dollar amount under the Contract, is performed in Los Angeles County.

6. The maximum combined preferences that may be awarded to a Proposal under this article shall not exceed 12% and the value of the combined preferences shall not exceed one million dollars.
7. A proposal preference does not reduce the contract amount.
8. In the event where a Local Business, bids on a City contract, and is determined by the Awarding Department, after the proposal deadline, to not qualify as a Local Business, the business will be eligible for the Local Business Subcontractor Preference of up to 5%, if it has identified a qualifying Local Subcontractor(s) to perform work under the contract.
 - a. The above exemption shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business through misleading or false statements.
 - b. It is the responsibility of the business registered on RAMPLA as a certified Local Business to inform BCA via email at bca.certifications@lacity.org, that it no longer meets the certification criteria within 7 days of the change. Failure to do so shall be construed as a misleading and/or false statement.

E. Failure to Comply & Penalties

1. The penalties in this subsection may be assessed on any Contractor that:
 - a. Upon receipt of information believed by the Awarding Authority to be reliable and which indicates that the Local Business no longer qualifies as a Local Business, Local Small Business and/or Local Transitional Employer for more than 60 days during the entire time of the Contract, the Awarding Authority shall withhold or recover funds from the Contractor in an amount that represents the value of the proposal preference of the executed contract.
 - b. If for any reason the Local Subcontractor, providing the basis for a Local Subcontractor Preference, is unable to, or does not, perform the work under the Contract; the Contractor shall, within 60 days, replace that Local Subcontractor with another Local Subcontractor. If the Contractor is unable to replace the Local Subcontractor specified in the Contract with another Local Subcontractor within 60 days, the Awarding Authority shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the Proposal Preference.
 - c. In the event that an investigation reveals that a business fraudulently represented itself as a Local Business for the purpose of gaining a preference under the LBPP, the business shall not be eligible for the Local Business status for up to five years from the date of disqualification. This also applies to any business that has received a preference, but fails to maintain its Local Business qualification for a cumulative of 60 days during the entire time of the contract.

2. The Awarding Authority may impose the following remedies:

- a. For proposals, the value of the proposal preference is determined by multiplying the percentage of the preference evaluation points awarded to the Contract dollar amount.
- b. Additional costs and expenses to the City resulting from the Contractor's failure to comply with the Article.
- c. Termination of all or part of the Contract.

3. Exception – Any Local Small Contractor that is found to have ascended to an income level that exceeds the maximum requirement of the certification qualifications as a Local Small Business during the execution of the Contract. In this instance, the Contractor's certification status will remain intact for the duration of the executed Contract. However, the executed Contract shall have no bearing on the Contractor's certification status for any future or pending bids, proposals, qualifications or quotes submitted for any other City contracting opportunities.

F. Complaints and Protests

1. All complaints and/or protests regarding qualifying local businesses and local subcontractors, including local small businesses and LTEs, claiming non-compliance by Awarding Authorities or its failure to maintain certification criteria, shall be made to the BCA/OCC either in writing or by email for further investigations. Complaints must be accompanied by documentation which substantiates the complainant's allegations.
2. Any complaints that meet the criteria of No. 1 may be investigated by BCA/OCC in its role as the Designated Administrative Agency.

Submit complaints to:

By Mail **Bureau of Contract Administration
Office of Contract Compliance
Department of Public Works
1149 South Broadway, Suite 300
Los Angeles, CA 90015**

By Email **bca.biphelp@lacity.org**

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION III

Required Documents Prior to Award of Contract

Section N

Contractor Responsibility Ordinance Pledge of Compliance

Los Angeles Administrative Code § 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three (3) months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, must comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any of its subcontractor(s), must submit the Pledge of Compliance with Contractor Responsibility Ordinance.

Further information regarding the requirements of the ordinance is available at:
<https://bca.lacity.org/Ordinances>

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, Respondent **MUST complete and submit** the [Pledge of Compliance with Contractor Responsibility Ordinance](#).

This form is not required with the Response and need not be attached to the Response.

Section O

Certification of Compliance with the Americans with Disability Act

The City is a covered entity under Title II of the Americans with Disabilities Act, 42 U.S.C.A. Section 12131 et seq. Respondents awarded a contract through this procurement process must comply with the Americans with Disabilities Act and execute the Certification of Compliance with the Americans with Disabilities Act prior to the execution of a contract.

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, Respondent **MUST complete and submit** the enclosed Certification of Compliance with the Americans with Disabilities Act.

This form is not required with the Response and need not be attached to the Response.

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: _____

CONTRACTOR: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Section P

Insurance Requirements: Workers' Compensation, General Liability, Auto Liability

The Respondent, prior to the execution of a City contract, must furnish the City evidence of insurance Coverage as set forth in **Exhibit 1** of the **Standard Provisions for City Contracts**, which is located in **Section IV.W**. City may require the respondent to have fidelity, surety bond, performance bond, or letter of credit to ensure satisfactory performance during the term of contract. Such requirements are also included in the Exhibit 1 of the Standard Provisions for City Contracts. Furthermore, the contractor will also be required to indemnify the City in accordance with the provisions set forth in PSC-18 of the Standard Provisions for City Contracts.

(Updated 3/18)

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, Respondent **MUST** request their Insurance Broker/Agent to complete an Acord 25 Form (Certificate of Liability Insurance) with the required minimum limits set by Exhibit 1 (Form Gen 146) of Standard Provisions for City Contracts and submit to CAO Risk Management via <https://kwikcomply.org>.

This form is not required with the Response and need not be attached to the Response.

Section Q

Business Tax Registration Certificate

The City of Los Angeles requires all firms and individuals doing business within the City of Los Angeles to obtain the necessary Tax Registration Certificate(s) and pay City business taxes. All firms and individuals that conduct business with the City of Los Angeles will be required to provide a Business Tax Registration Certificate (BTRC) number or an exemption number as proof of compliance with the City's business tax requirements in order to receive payment for goods or services. To register for a BTRC, go to the Office of Finance website at <http://finance.lacity.org/>.

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, if Respondent does not have a valid BTRC, Respondent **MUST** apply and obtain a BTRC number from the Office of Finance and submit one of the following.

- Copy of your City of Los Angeles "Business Tax Registration Certificate"
- Copy of your City of Los Angeles "Application for Tax Registration Certificate" or Vendor Registration Number, or
- Copy of your City of Los Angeles "Business Tax and/or Carnival Police Permit Exemption Application"

The BTRC is not required with the Response and need not be provided with the Response.

Section R

Internal Revenue Service Form W-9

Request for Taxpayer Identification Number and Certification

The City of Los Angeles requires all firms and individuals doing business with the City of Los Angeles to complete a Form W-9, as required by the Internal Revenue Service (IRS), in order for the City to conduct financial transactions with said entities, such as returning proposal deposits, or processing payments.

Further information regarding the requirements is available at:
<https://www.irs.gov/forms-pubs/about-form-w-9>

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, Respondent **MUST complete and submit** [IRS Form W-9](#).

The Form W-9 is not required with the Response and need not be provided with the Response.

Section S

Financial Guarantee

Performance Bond, Letter of Credit, Etc.

A Performance Bond may be required once an as-needed project is awarded to Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

INSTRUCTIONS

If a Performance Bond is requested upon the notice of award of the contract, the Respondent will have ten (10) days to submit proof of the Performance Bond. Refer to the language in the solicitation for instructions on how to submit proof of the Performance Bond.

The Performance Bond is not required with the Response and need not be provided with the Response.

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION IV

City Contract Compliance Requirements

Section T

**Non-Discrimination, Equal Employment Practices, and Affirmative Action
(Non-Construction and Construction)**

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

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

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

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

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

(Updated 6/16)

Section U

Contractor Evaluation Ordinance

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

Section V

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

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

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

(Rev. 06/18)

Section W

Standard Provisions for City Contracts

Any contract awarded pursuant to this procurement process will be subject to the Standard Provisions for City Contracts: [Current Version \(Rev. 9/22 \[v.1\]\)](#)

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9

TABLE OF CONTENTS (Continued)

PSC-23	<u>Insurance</u>	9
PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>COVID-19</u>	15
PSC-45	<u>Contractor Data Reporting</u>	15

Exhibit 1	<u>Insurance Contractual Requirements</u>	16
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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: 11/01/2021Agreement/Reference: RFP: Transit Vehicle Advertising Service

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

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000
☒ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as additional insured
\$2,000,000
☒ Products/Completed Operations

☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☒ Advertising Liability _____

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)
\$1,000,000
☐ **Professional Liability** (Errors and Omissions)

 Discovery Period 12 Months After Completion of Work or Date of Termination
☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Flood _____

☐ Earthquake _____

☐ Boiler and Machinery

☐ Builder's Risk

☐ _____

☐ **Pollution Liability**
☐ _____

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

100% of the contract price

☐ **Crime Insurance**

 Other: Surety Bond = 100% of projected revenues for 1st year of contract

