


CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: January 24, 2024

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 PROPOSALS FOR THE PROVISION OF PAVEMENT MARKINGS, STRIPING, SLURRY SEALING, AND OTHER PAVEMENT PRESERVATION PROGRAM SERVICES**

SUMMARY

The Los Angeles Department of Transportation (LADOT) requests authorization to release a Request for Proposals (RFP) for the provision of pavement markings, striping, slurry sealing, and other pavement preservation program services. Pursuant to the Los Angeles Administrative Code Section 10.4, LADOT submits this report and RFP to the Los Angeles City Council (Council) for consideration, and will release the RFP after the required 10-day review period.

RECOMMENDATION

AUTHORIZE the LADOT General Manager to release an RFP for the provision of pavement markings, striping, slurry sealing, and other pavement preservation program services (Attachment 1).

BACKGROUND

The LADOT Bureau of Field Operations seeks to enter into a contract for the provision of pavement markings, striping, slurry sealing, and other pavement preservation program services. Since 2011, a contractor has provided the Department of General Services (GSD) services associated with pavement markings, striping, slurry sealing, along with other Pavement Preservation Program work. GSD has informed LADOT that they will no longer be administering the contract. The contract has been in place for approximately 12 years and expires on February 29, 2024. LADOT would like to issue an RFP to re-bid the work. The proposed new contract would be for a term of one year with four one-year renewal options.

DISCUSSION

In July 2020, LADOT submitted a Notice of Intent to Contract. In accordance with Charter Section 1022, the Personnel Department determined that the City classifications can perform the work being proposed. LADOT contacted 41 City departments: 18 departments did not have sufficient staff to perform the project scope and 23 did not respond by the deadline date. Consequently, the City Administrative Officer (CAO) concluded that LADOT has an existing need to continue contracting out the


work and cannot currently pay for and fill the additional positions and procure the capital equipment necessary to take over the tasks currently performed by the contractor. In addition, a contractor allows the City to retain flexibility of resources.

FISCAL IMPACT

The provision of pavement markings, striping, slurry sealing, and other pavement preservation program services are funded annually as part of LADOT's City Budget, which includes Gas Tax, Measure R, Measure M, and Vision Zero funding. There is no impact on the General Fund.

LC/LE:jw

Attachment



PAVEMENT MARKINGS, STRIPING, SLURRY SEALING AND OTHER PAVEMENT PRESERVATION PROGRAM SERVICES

Request for Proposals

Los Angeles Department of Transportation
Field Operations Bureau

**Pavement Markings, Striping, Slurry Sealing and other
Pavement Preservation Program Services RFP
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SOLICITATION OVERVIEW

The Los Angeles Department of Transportation (LADOT) Field Operations Bureau is committed to providing safe, efficient and accessible transportation to Angelenos and visitors to the City of Los Angeles. The LADOT Field Operations Bureau consists of two divisions; the Paint and Sign division manages the installation and maintenance of traffic signs and street markings, while the Signal Systems Division manages the installation and maintenance of traffic signal devices and related activities. The LADOT Field Operations Bureau Signal Systems Division operates 24 hours a day, seven days a week to ensure that traffic signals in the City of Los Angeles are functioning properly and effectively at all times.

The LADOT Field Operations, Paint and Sign Division is seeking a contractor for the provision of Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services. The contractor will be required to provide all necessary equipment and staff to properly perform the scope of work outlined in this RFP and maintain a safe working environment for their employees, subcontractors, LADOT employees and the equipment used to complete the work.

1. RFP SCHEDULE

<u>Event</u>	<u>Date</u>
Request for Proposals Released	TBD
Mandatory Pre-Proposal Conference Web Registration Link: https://us02web.zoom.us/webinar/register/WN_FBcTh8r0TxSZ_DbHYL7CxA	TBD
Deadline to Protest RFP Content	TBD
Final Day for Written Questions	TBD
BIP Outreach Completion	TBD
Proposal Submission Deadline	TBD
BIP Summary Due Date	TBD
Tentative Date of Contract Award (Emailed)	TBD
Tentative Date of Contract Commencement	TBD

2. SCOPE OF WORK

This section outlines the description of work, operating requirements, labor requirements and equipment requirements for this RFP.

2.1. Description of Work

Work Summary

Pavement Markings / Stripings, including installation and removal. Additional services include: Minimum Call Out; Mobilization; Traffic Control; High Pressure Water Blasting; and Miscellaneous Labor Related to Striping, Marking and Application. Specifications for line items are outlined in Revision 7 of the 2014 California Manual of Uniform Traffic Control Devices (CA MUTCD), which is included in this RFP as Attachment 1.

Work Detail

Listed below is a description of each contractual line item. Contractors are required to perform the work in accordance with the specifications referenced in the line item. Any deviation to specifications must be reviewed and approved by the LADOT Program Manager.

- 2.1.1. Pavement Striping, broken 4" yellow centerline striping in accordance with CA MUTCD Fig 3A-101 Detail 1, measured on machine mile. Unit of Measure: Linear Feet.
- 2.1.2. Pavement Striping, double 4" yellow centerline striping, in accordance with CA MUTCD Fig 3A-104 Detail 21, measured on machine mile. Unit of Measure: Linear Feet.
- 2.1.3. Pavement Striping, double 4" yellow centerline striping with two-way yellow retroreflective markers, in accordance with CA MUTCD Fig 3A-104 Detail 22, measured on machine mile. Unit of Measure: Linear Feet.
- 2.1.4. Pavement Striping, solid/broken 4" yellow two-way left-turn lane striping, in accordance with CA MUTCD Fig 3A-108 Detail 31, measured on machine mile. Unit of Measure: Linear Feet.
- 2.1.5. Pavement Striping, solid 4" yellow median edge line striping, in accordance with CA MUTCD Fig 3A-105 Detail 24, measured on machine mile. Unit of Measure: Linear Feet.
- 2.1.6. Pavement Striping, broken white 4" lane line striping, in accordance with CA MUTCD Fig 3A-102 Detail 8, measured on machine mile. Unit of Measure: Linear Feet.
- 2.1.7. Pavement Striping, broken white 4" lane line striping with one-way clear retroreflective markers, in accordance with CA MUTCD Fig 3A-102 Detail 9, measured on machine mile. Unit of Measure: Linear Feet.

- 2.1.8. Pavement Striping, solid white 4" right edge line striping, in accordance with CA MUTCD Fig 3A-106 Detail 27B, measured on machine mile. Unit of Measure: Linear Feet.
- 2.1.9. Pavement Striping, solid white 6" bike lane line striping, in accordance with CA MUTCD Fig 3A-112 Detail 39, measured on machine mile. Unit of Measure: Linear Feet.
- 2.1.10. Pavement Striping, broken white 6" bike lane intersection line striping, in accordance with CA MUTCD Fig 3A-112 Detail 39A, measured on machine mile. Unit of Measure: Linear Feet.
- 2.1.11. Pavement Striping, solid white 8" channelizing line striping, in accordance with CA MUTCD Fig 3A-112 Detail 38A, measured on machine mile. Unit of Measure: Linear Feet.
- 2.1.12. Pavement Striping, broken white line 8" lane drop marking striping without pavement markers, in accordance with CA MUTCD Fig 3A-111 Detail 37B, measured on machine mile. Unit of Measure: Linear Feet.
- 2.1.13. Pavement Striping, broken white 4" lane line extension through intersections (cat-tracks) striping, in accordance with CA MUTCD Fig 3A-112 Detail 40, measured on machine mile. Unit of Measure: Linear Feet.
- 2.1.14. Pavement Striping, broken yellow 4" lane line extension through intersections (cat-tracks) striping, in accordance with CA MUTCD Fig 3A-112 Detail 41, measured on machine mile. Unit of Measure: Linear Feet.
- 2.1.15. Install two-way yellow retroreflective markers. Unit of Measure: Each.
- 2.1.16. Install one-way clear retroreflective markers. Unit of Measure: Each.
- 2.1.17. Pavement Marking, bike lane, symbol and arrow, in accordance with CA MUTCD Fig 9C-3 A-Bike Symbol. Unit of Measure: Each.
- 2.1.18. Pavement Marking, Bicycle Detector Marking in accordance with CA MUTCD Fig 9C-7. Unit of Measure: Each.
- 2.1.19. Pavement Marking, Bike Shared Lane Marking (Sharrow) in accordance with CA MUTCD Fig 9C-9. Unit of Measure: Each.
- 2.1.20. Pavement Marking, HUMP, word, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.21. Pavement Marking, BUS LANE, words, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.22. Pavement Marking, BUS ONLY, words, 8' letters per CA MUTCD. Pavement Marking, DIP, word, 8' letters per CA MUTCD. Unit of Measure: Each.

- 2.1.23. Pavement Marking, DIP, word, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.24. Pavement Marking, END, word, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.25. Pavement Marking, HORSE XING, words, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.26. Pavement Marking, KEEP CLEAR, words, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.27. Pavement Marking, LEFT TURN ONLY, words, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.28. Pavement Marking, NO LEFT TURN, words, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.29. Pavement Marking, NO RIGHT TURN, words, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.30. Pavement Marking, OK, word, 8' letters, per CA MUTCD. Unit of Measure: Each.
- 2.1.31. Pavement Marking, ONLY, word, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.32. Pavement Marking, PED XING, words, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.33. Pavement Marking, PED XINGS, words, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.34. Pavement Marking, RXR (not including bars), symbol, (adv mrk), per CA MUTCD. Unit of Measure: Each.
- 2.1.35. Pavement Marking, RIGHT TURN ONLY, words, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.36. Pavement Marking, SCHOOL XING, words, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.37. Pavement Marking, SIGNAL AHEAD, words, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.38. Pavement Marking, SLOW, word, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.39. Pavement Marking, SLOW CURVE, words, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.40. Pavement Marking, SLOW SCHOOL XING, words, yellow in color, words, 8' letters per CA MUTCD. Unit of Measure: Each.

- 2.1.41. Pavement Marking, STOP, word, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.42. Pavement Marking, STOP AHEAD, words, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.43. Pavement Marking, WAIT HERE, words, 8' letters per CA MUTCD. Unit of Measure: Each.
- 2.1.44. Pavement Marking, Yield Line marking, 24" x 36" CA MUTCD Fig 3B-16. Unit of Measure: Each.
- 2.1.45. Pavement Striping, solid white line @ 12" equivalent. Unit of Measure: Linear Feet.
- 2.1.46. Pavement Striping, solid yellow line @ 12" equivalent. Unit of Measure: Linear Feet.
- 2.1.47. Pavement Marking, 10' arrow, CA MUTCD Fig 3B-24 Type I Thru Arrow. Unit of Measure: Each.
- 2.1.48. Pavement Marking, 8' arrow, CA MUTCD Fig 3B-24 Type IV Left or Right Arrow. Unit of Measure: Each.
- 2.1.49. Pavement Marking, CA MUTCD Fig 3B-24 Type V Arrow. Unit of Measure: Each.
- 2.1.50. Pavement Marking, CA MUTCD Fig 3B-24 Type VI Lane Drop Arrow. Unit of Measure: Each.
- 2.1.51. Pavement Marking, CA MUTCD Fig 3B-24 Type VII Left/Thru or Right/Thru Arrow. Unit of Measure: Each.
- 2.1.52. Pavement Marking, CA MUTCD Fig 3B-24 Type VIII Triple Head Arrow. Unit of Measure: Each.
- 2.1.53. Pavement marking, parking tee per LADOT S-404.1. Unit of Measure: Each.
- 2.1.54. Remove 4" solid single line. Unit of Measure: Linear Feet.
- 2.1.55. Remove 4" broken single line. Unit of Measure: Linear Feet.
- 2.1.56. Remove 6" solid single line. Unit of Measure: Linear Feet.
- 2.1.57. Remove 6" broken single line. Unit of Measure: Linear Feet.
- 2.1.58. Remove double 4" solid line. Unit of Measure: Linear Feet.
- 2.1.59. Remove 8" solid single line. Unit of Measure: Linear Feet.
- 2.1.60. Remove 8" broken single line. Unit of Measure: Linear Feet.
- 2.1.61. Remove 12" solid line. Unit of Measure: Linear Feet.
- 2.1.62. Remove 24" solid line. Unit of Measure: Linear Feet.

- 2.1.63. Remove word message (per letter). Unit of Measure: Each.
- 2.1.64. Remove, bike lane, symbol and arrow, (CA MUTCD Fig 9C-3 A-Bike Symbol). Unit of Measure: Each.
- 2.1.65. Remove, Bicycle Detector Marking (CA MUTCD Fig 9C-7). Unit of Measure: Each.
- 2.1.66. Remove, Bike Shared Lane Marking (Sharrows) (CA MUTCD Fig 9C-9). Unit of Measure: Each.
- 2.1.67. Remove, 10' arrow, CA MUTCD Fig 3B-24 Type I Thru Arrow. Unit of Measure: Each.
- 2.1.68. Remove, 8' arrow, CA MUTCD Fig 3B-24 Type IV Left or Right Arrow. Unit of Measure: Each.
- 2.1.69. Remove, CA MUTCD Fig 3B-24 Type V Arrow. Unit of Measure: Each.
- 2.1.70. Remove, CA MUTCD Fig 3B-24 Type VI Lane Drop Arrow. Unit of Measure: Each.
- 2.1.71. Remove, CA MUTCD Fig 3B-24 Type VII Left/Thru or Right/Thru Arrow. Unit of Measure: Each.
- 2.1.72. Remove, CA MUTCD Fig 3B-24 Type VIII Triple Head Arrow. Unit of Measure: Each.
- 2.1.73. Remove parking tee. Unit of Measure: Each.
- 2.1.74. Remove Yield Line marking, 24" x 36" CA MUTCD Fig 3B-16. Unit of Measure: Each.
- 2.1.75. Install temp striping - Paint. Unit of Measure: T & M.
- 2.1.76. Install temp striping - Chip Seal/Overlay Markers (not associated with striping removal work). Unit of Measure: T & M.
- 2.1.77. Fog Seal emulsified asphalt grade SS-1 (cut 50/50). Unit of Measure: T & M.
- 2.1.78. Minimum Call Out - applies to all jobs if individual charges do not exceed the minimum stated. Unit of Measure: LO
- 2.1.79. Mobilization charge, Mobilization, Equipment, Initial Move, Per Job. Unit of Measure: Each.
- 2.1.80. Traffic Control Charge, Per Hour of Actual Hours Worked. Unit of Measure: HUR
- 2.1.81. Service: High Pressure Water Blasting, Removal/Surface Prep. Unit of Measure: FTK

- 2.1.82. Miscellaneous Labor Related to Striping, Marking and Application: Ennis Flint CycleGrip, MMAX or various City Approved Products. Unit of Measure: HUR
- 2.1.83. Street Markings, Bike Lane, Dark Green & additional colors, Endurablend by Pavement Surface Coating Price includes : A finished installed marking on city roads inclusive of all labor, materials including tax and necessary equipment and traffic control during performance of the work. Unit of Measure: FTK.

2.2. SCOPE OF WORK - OPERATING REQUIREMENTS

2.2.1. DATA REPORTING REQUIREMENTS

Contractor shall provide quarterly reports to LADOT to include, but not limited to, the following:

- 2.2.1.1. Expenditure Report that indicates the date, location and scope of work, including Contract Item Number, quantity, and unit price of all work performed and items sold to the city on the contract resulting from this RFP on a quarterly basis.
- 2.2.1.2. Environmentally Preferable Product (EPP) Report that indicates the quantity and description of products sold to the City that are considered EPP. This information may be included in the Expenditure Report.
- 2.2.1.3. Ad Hoc reports related to the services provided, labor and/or materials purchased for the contract resulting from this RFP.
- 2.2.1.4. Quarterly reports shall be created in a MS/Excel spreadsheet format as provided by LADOT, and delivered by the 10th day of the following month to the LADOT Project Manager to be specified after contract award.

2.2.2. CONTRACTOR'S PERFORMANCE OF WORK

- 2.2.2.1. CONTRACTOR shall perform all work as required in accordance with the terms and conditions specified in this RFP.

All work, tasks, and/or deliverables are subject to LADOT approval in accordance with the Statement of Work. Failure to receive approval may result in the withholding of compensation for such work pursuant to Section 6: Compensation, of this RFP.

2.2.2.2. Notwithstanding any other provisions of this RFP, the CONTRACTOR will perform such other work and deliver such other items within the Scope of Work as are necessary to ensure that the deliverables are provided under this RFP and all Attachments.

2.2.2.3. In the event that the CITY requires services in addition to those specified in this RFP, CONTRACTOR shall provide a written quote for such additional services. Prior to performance of additional work, this Agreement resulting from this RFP will be amended to include the additional services and payment therefor.

2.2.2.4. CONTRACTOR'S performance of the work under the Agreement resulting from this RFP must not interfere unnecessarily with the operation of LADOT or any other Department.

2.2.3. PAVEMENT MARKINGS, STRIPING, SLURRY SEALING AND OTHER PAVEMENT PRESERVATION PROGRAM SERVICES

Unless otherwise specified, the CONTRACTOR will be responsible for, but not limited to, furnishing all labor, materials, water, fuel, equipment, vehicles, supplies, energy sources, tools, monitoring, supervision, and incidentals necessary for providing Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services.

CONTRACTOR shall provide all labor, materials, and equipment to complete the work in a satisfactory manner.

Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services could be required at any time, including nights and weekends. CONTRACTOR shall provide services when requested.

It is essential that the CONTRACTOR perform Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services at the time and date specified. Failure to perform the work in a satisfactory or timely manner may result in cancellation of contract.

LADOT will attempt to give the CONTRACTOR a minimum of one (1) day advance notice on service requests, but shorter notice will be given in event of emergencies.

CONTRACTOR is required to perform work in accordance with CITY rules and regulations and is subject to inspection and approval by the CITY.

2.2.4. BILLABLE HOURS

Billable hours begin when actual work assignment begins at the work location and end for the day when actual work assignment is completed or at the end of the designated shift. Travel time, before or after work assignment is NOT billable.

Billing at overtime (time-and-a-half) rate will only be approved when the same employee of the CONTRACTOR works in excess of eight (8) hours in one day or 40 hours per week on the same work assignment for the CITY per work order or location, regardless of hours worked on different work assignments on non-CITY assignments during the same period. Work assignments scheduled on CITY approved holidays will be billed and paid at time-and-a-half.

2.2.5. TRAFFIC CONTROL DEVICES

CONTRACTOR shall provide and use traffic control devices and follow the standards and guidelines for temporary traffic control zones outlined in the most recent Work Area Traffic Control Handbook (WATCH) and adhere to the California Manual on Uniform Traffic Control Devices (CA-MUTCD).

2.2.6. CONTRACTOR'S EQUIPMENT

All equipment must be maintained in a good state of repair, i.e.; no excessive oil leaks that could damage existing asphalt, concrete, or landscaped areas. All equipment safety guards shall be in place; hydraulic hoses shall be in good condition. No equipment shall pose a potential danger to the crews, passing pedestrians and motorists. Failure to comply with this provision shall have the work stopped and equipment removed from the job site at the CONTRACTOR'S expense.

2.2.7. ADMINISTRATIVE COSTS

CONTRACTOR may be required to provide additional non-standard plans and/or other administrative requests. CONTRACTOR may charge an administrative cost for such requests.

2.2.8. MANDATORY MEETINGS

CONTRACTOR is required to attend mandatory meetings with CITY personnel as needed. Meetings may be held online or in person. The Project Manager will notify the Contractor.

2.2.9. ACCIDENT PREVENTION

CONTRACTOR shall exercise caution at all times for the protection of person (including employees) and property. The safety provisions of all applicable laws shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with accepted safety provisions.

2.2.10. EMERGENCY SERVICE

Emergency or other as-needed Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services may be requested.

2.3. SCOPE OF WORK – MANDATORY LABOR REQUIREMENTS

2.3.1. A PERSONNEL

The Proposer is solely responsible for maintaining an adequate labor force, and the satisfactory work performance of all employees as described by this RFP or any reasonable performance standard established by the City.

The Firm will be required to 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.I.

The Proposer is solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the City, the Proposer must comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The Proposer must defend, indemnify and hold the City harmless from 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 Proposer.

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 or 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 Proposer's proposed key project staff and any changes in the proposed personnel duties or hours.

2.3.2. KEY PERSONNEL

2.3.2.1. Project Manager

CONTRACTOR will assign a full-time project manager with full authority to administer the Agreement for CONTRACTOR and with relevant experience in implementing the services required in this RFP.

2.3.2.2. Staff Size

The size of the staff employed by CONTRACTOR in the performance of the services must be kept consistent with Section 3.1 Description of Work. CONTRACTOR shall employ a qualified number of staff to sufficiently operate, maintain, and manage Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services in accordance with standards and practices of the industry, and to perform its obligations under this RFP, which shall include, without limitation, Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services and other as-needed related services.

2.3.2.3. Contractor's Key Personnel

CONTRACTOR'S Key Personnel will be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement and shall include the following:

- Name, Title
- Name, Title
- Name, Title

The CITY considers the services of CONTRACTOR'S key personnel essential to CONTRACTOR'S performance under the agreement resulting from this RFP. CONTRACTOR will not reassign any key personnel without the CITY'S prior written consent. The CITY will have the right to approve or disapprove the reassignment of CONTRACTOR'S key personnel for any reason at its sole discretion.

Notwithstanding the above, the CITY'S consent for removal/reassignment of CONTRACTOR'S key personnel will not be required when such key personnel: 1) is dismissed by CONTRACTOR for misconduct; 2) fails, in CONTRACTOR'S sole discretion, to perform his or her duties and responsibilities pursuant to the agreement resulting from this RFP; or 3) is unable to work.

2.3.3. CHANGES TO KEY PERSONNEL

CONTRACTOR agrees to minimize changes to its key project personnel. CITY will have the right to request key project personnel changes and to review and approve key project personnel changes by CONTRACTOR. The CITY'S approval of key project personnel assignments and changes will not be unreasonably withheld.

2.3.4. SUBCONTRACTORS

2.3.4.1. There are no subcontractors assigned to the agreement resulting from this RFP.

2.3.4.2. With prior written approval by the CITY, CONTRACTOR may enter into subcontracts with other vendors for the performance of portions of the agreement resulting from this RFP.

2.3.4.3. All work, tasks, and deliverables of Subcontractors are subject to LADOT's approval and must be performed in accordance with Section 3.1 Description of Work. Failure to receive approval may result in the withholding of compensation for such deliverable(s) pursuant to Section 5 Compensation, of this RFP.

2.3.4.4. CONTRACTOR will at all times be responsible for the acts and errors or omissions of its Subcontractors in the performance of the agreement resulting from this RFP. Nothing in the agreement resulting from this RFP will constitute any contractual relationship between any Subcontractor and the CITY or any obligation on the part of the CITY to pay, or to be responsible for the payment of, any sums to any Subcontractors.

2.3.4.5. Provisions Bind on Subcontracts. CONTRACTOR shall require compliance by all Subcontractors with the provisions of the agreement resulting from this RFP.

2.4. SCOPE OF WORK - OTHER MANDATORY REQUIREMENTS

The successful proposer shall be required to enter into an agreement with the City of Los Angeles and comply with the requirements listed below. Failure to comply with these requirements will result in non-execution of the contract.

2.4.1. 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 indicated on the attached Form General 146 (Appendix C). The insurance must: (1) conform to CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Appendix C 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 Appendix C hereto. Appendix C is hereby incorporated by reference and made a part of this Contract.

2.4.2. CITY BUSINESS LICENSE NUMBER

The successful bidder is required to submit one copy of their City of Los Angeles Business License, Tax Registration Certificate or Vendor Registration Number. To obtain a Business Tax Registration Certificate (BTRC), call the Office of Finance at (844) 663-4411 and pay the respective business taxes. The address is as follows: City of Los Angeles, City Hall, Office of Finance, Tax and Permit Division, 200 N. Spring St, Room 101, Los Angeles, CA 90012. For more information, visit <http://finance.lacity.org>.

2.4.3. PROOF OF IRS NUMBER (W-9)

The successful bidder is required to complete and submit Proof of IRS Number (W-9) form. (Refer to link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>) Request for Taxpayer Identification Number (Form W-9).

2.4.4. PERMITS

The successful bidder shall be responsible for obtaining and paying for all permits required to perform the work as described in this RFP and any attached specifications.

2.4.5. EMERGENCY EVENTS

Throughout the duration of the successful proposer's contract event(s) may occur that LADOT deems to be "emergency" in nature. LADOT defines an emergency event as an event that negatively impacts the health and safety of the public. In these events, LADOT may expeditiously seek to amend the successful proposer's contract to include work that the contractor has demonstrated that they can perform, but is outside of the scope defined in this

RFP. By entering into a contract with the City, the successful proposer is agreeing to negotiate any new scope of work items necessitated by an emergency event in good faith and at a reasonable market rate within 72 hours of receiving notification from LADOT.

In the event of an emergency, LADOT reserves the right to waive any contractual specifications and requirements as necessitated by the emergency event. All waivers will be given to the contractor in written form.

3. MINIMUM QUALIFICATIONS

An organization is eligible to bid if:

- 3.1. It is a legally constituted public or private body rendering services described in the scope of work of this RFP.
- 3.2. It has the staff and expertise to perform the scope of work as described in this RFP.
- 3.3. Can demonstrate a minimum of ten (10) years of continuous experience within the past Twelve years performing the services and scope of work described in this RFP.
- 3.4. Are qualified to conduct business in the State of California and in good standing with the California Secretary of State and other applicable regulatory oversight agencies.
- 3.5. If an agency is located in another state, it must be qualified to conduct business there and be in good standing.
- 3.6. Have not been determined to be non-responsible or been debarred by the City pursuant to the Contractor Responsibility Ordinance.
- 3.7. Have not been debarred by the federal government, state of California, or any local government.
- 3.8. Is currently registered as a Public Works Contractor with the State of California Department of Industrial Relations.
- 3.9. Proposers must submit a detailed company portfolio including the company's financial viability within the past three (3) years, credit reference, on-going projects and all pending litigations which the company may be directly or indirectly involved.

4. CONTRACT TERM

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 the successful Proposer. The contract shall be for a one (1) year term from the date of attestation of the City Clerk. At the discretion of the City, the contract(s) may be renewed and renegotiated for a period of up to four (4) one-year extensions, depending on the availability of funds, the contractors' performance, and the best interests of the City.

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(s). In the event of any conflict, the terms of the contract shall prevail unless specifically stated otherwise.

The City's obligations under this RFP are contingent upon the City's ability to obtain the funds from the funding agencies and/or the availability of City funds to finance the cost of these services. The City reserves the right to delay the awarding of the contract, terminate the contract, and 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.

5. COMPENSATION

The City shall pay the Contractor based on the costs contained in the submitted cost proposal, but not to exceed the budget approved by the City, for the complete and satisfactory performance of the terms and conditions of the Agreement for the period agreed upon.

The Firm shall submit invoices within sixty (60) days in arrears to the City. Invoices must include documents supporting all charges and eligible expenses incurred by the Firm. All invoices submitted will be accompanied by a completed monthly report.

The City will review all invoices and supporting documents for approval and accuracy. The City agrees to pay undisputed invoices within thirty (30) days upon receipt of invoices. If invoices are disputed, the City has the right to require additional evidence to determine invoices' validity and accuracy. The City has the right to withhold any and all payments to the Contractor until such evidence is received and the City accepts the corrections.

The City has the authority to withhold funds under the Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures of indebtedness, the City

may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

Payments to the Contractor may be withheld by the City if the Contractor fails to comply with the provisions of the Agreement.

5.1. ESTIMATED CONTRACT AMOUNT

The allocation of funding for this contract will be based on the use of services for the Scope of Work, described herein, over the past fiscal year plus a percentage increase based on the Consumer Price Index for the Greater Los Angeles region as determined by the Federal Bureau of Labor Statistics.

LADOT reserves the right to renegotiate the contract amount upon exercising each annual option to renew. Consequently, the aforementioned formula for the contract amount described herein is subject to change depending on an annual assessment of the work needed for the upcoming fiscal year and the level of federal, state and local funding received by LADOT. For the first year of the contract, the final determination of the contract amount will be made at the time the City makes a contract offer to the successful proposer. For the purposes of this RFP, the estimated annual contract ceiling amount is eight million dollars (\$8,000,000).

5.2. ANNUAL CONTRACT LINE ITEM PRICE ADJUSTMENTS

Unit prices for each contract line item shall be fixed for one (1) year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by LADOT and the contractor. Price increases will not exceed a reasonable amount, supported by written documentation as indicated in the paragraph below and as determined by LADOT, for any price adjustment. Price reductions may be issued at any time.

The City reserves the right to terminate the contract without further obligation by either party in the event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by each manufacturer(s) price list(s) with appropriate supporting documents acceptable to the City. Such documents shall include, but not be limited to manufacturer/distributor/dealer invoices, insurance bills, utility bills, freight bills, payroll records, etc. The request shall state the percentage increase and the revised price for each affected contract item. Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon contractor's written notification to LADOT.

No increase will be granted without prior approval of LADOT.

6. MANDATORY PRE-PROPOSAL CONFERENCE

The mandatory pre-proposal conference has been scheduled to clarify the contents of this RFP, the Scope of Work, and City contracting requirements. The mandatory pre-proposal conference will be held on **TBD**, from **TBD** (PST) and all Proposers are required to register and attend. The zoom registration link for the pre-proposal conference is **TBD**.

Proposers may submit inquiries in writing via Google Form **TBD** 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, **TBD**. Answers to all questions will be provided via the RAMPLA website.

7. 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 clarifications 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.

8. 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.

9. 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.

10. CONFERENCE DURING THE PROPOSAL PERIOD

After 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 this period of time, unless authorized, in

writing, by the Evaluation Committee. Failure to comply with this requirement will automatically terminate further consideration of that bidder's proposal.

11. TERMS OF WITHDRAWAL

Proposers may withdraw their proposal provided that a request is submitted in writing and is received prior to the proposal deadline. A written request to withdraw, signed by an authorized representative of the Proposer, and must be submitted to LADOT Headquarters at 100 S. Main Street 10th Floor, Los Angeles California 90012, with a copy emailed to jennifer.ware@lacity.org and lindsey.estes@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 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.

12. EXECUTION OF PROPOSALS

If the proposal is submitted by a joint venture, 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 in the name of the partnership by a general partner thereof.

13. 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 that 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 and 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.

14. 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 B, Section I.D.).

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

15. PROPOSAL PACKAGE

15.1. GENERAL PREPARATION GUIDELINES

If a proposer does not follow these instructions and/or information is left out or a particular attachment is not submitted, the proposer may be determined to be non-responsive and excluded from the review.

15.1.1. The proposal must be submitted in the legal name of the firm or corporation with the corporate seal. An authorized representative of the proposer organization who has legal authority to bind the organization in contract with the City must sign the proposal.

15.1.2. Proposals must be submitted in the English language. Numerical data must be in the English measurement system; costs must be in United States dollars.

15.1.3. Each page of the proposal, including attachments, must be numbered sequentially at the bottom of the page to indicate Page ____ of ____.

15.2. PROPOSAL CHECKLIST

The Proposal Checklist (See attachment 16) is to serve as the Table of Contents for your proposal and as guide for all documents, which must be submitted with the RFP. It lists all Attachments and Certifications that must be included as part of the proposal.

Indicate in the page number column where the information can be found in your proposal. In assembling the complete proposal, please insert the attachments where they are indicated in the Proposal Checklist.

16. PROPOSAL

16.1. APPLICATION FOR CONTRACT PROPOSAL

Proposers shall complete and submit the Application for Contract Proposal (Attachment 2). The Application for Contract Proposal must include the title, address, telephone number, fax number, and e-mail of the person(s) who will be authorized to represent the proposer and each collaborator.

16.2. ORGANIZATION HISTORY AND EXPERIENCE

Proposers must carefully review, complete and submit Attachment 3: Organization History and Experience Form and Attachment 4: Contractual Services Experience Form. Proposers will be evaluated on their organization's history, past work performance and standing with the City, State and Federal government. Proposers will also be evaluated on their quality and depth of experience providing Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services. Proposers have the option of submitting two performance references as part of Attachment 13, which may be used to evaluate an organization's history and experience. This section of the proposal is worth 25 out of 100 points.

16.3. STAFFING PLAN

Proposers must carefully review, complete and submit Attachment 5: Staffing Plan – Administration and Management and Attachment 6: Staffing Plan – Direct Services. Proposers must demonstrate their ability to hire and maintain an adequate amount of qualified staff to timely and successfully complete the assigned tasks outlined in the scope of work described in this RFP. This section of the proposal is worth 25 out of 100 points.

16.4. FINANCIAL STABILITY

Proposers will be evaluated to determine whether or not they are financially stable enough to maintain a contract with the city for the provision of work described herein. Proposers must submit their firm's financial statements including their firm's Balance Sheet, Cash Flow Statement, Income Statement and Statement of Shareholder's Equity prepared by an independent certified public accountant for the past three (3) years. Proposers must also carefully review, complete and submit Attachment 7: Credit References. Proposers are required to submit at least two credit references with their proposal. This section of the proposal is worth 25 out of 100 points.

16.5. BID QUOTE LIST

Proposers must carefully review, complete and submit Attachment 8: Bid Quote List. Proposers will be evaluated against other proposers and market research to determine the competitiveness and efficacy of their price quotes for each item outlined in Section 3 of this RFP. This section of the proposal is worth 25 out of 100 points.

17. SUBMISSION OF PROPOSALS

All proposals must be submitted no later than **TBD, TBD** (PST).

Timely submission of proposals is the sole responsibility of the Proposer. All proposals delivered after the deadline will be considered non-responsive and not evaluated. The City reserves the right to determine the timeliness of all proposals submissions.

LADOT will not accept any hard copy responses, including hand-delivery, USPS, or mail courier. All solicitation responses must be received by the deadline stated above, submitted electronically through Hightail (<https://spaces.hightail.com/signup>) to jennifer.ware@lacity.org with a copy to lindsey.estes@lacity.org. The file name must contain the respondent company name, RFP#, and RFP Name.

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 of 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 PDF format and include the contents outlined in Attachment 10: Proposal Checklist.

The City shall not be liable for any pre-contractual expenses incurred by the proposer in the preparation and/or submission of the proposal. The proposer shall not include any such expenses as part of the proposal.

Any technical difficulties encountered while submitting a proposal through Hightail must be reported immediately to both the LADOT Field Operations Bureau at jennifer.ware@lacity.org and the LADOT Contract Administrator at lindsey.estes@lacity.org. The e-mail must be received prior to the Proposal due date/time and must include the following:

1. Company Name and contact information;
2. Description of difficulties encountered including screenshots or other information to document the technical issue encountered; and
3. Description and supporting documentation, if applicable, of attempts to troubleshoot with Hightail;

Based on evaluation of the above information the Department may provide the Proposer the opportunity to submit the proposal via an alternate method. If the above procedures are not followed as stipulated or sufficient evidence provided, the Department will not accept the proposal.

18. EVALUATION CRITERIA

A proposal review team consisting of three (3) panelists will evaluate proposals based on the weighting factors specified below. LADOT qualifies those selected to participate in the review of proposals based on their education and/or work experience with Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services. Anyone with a past/current affiliation with agencies submitting proposals is not automatically deemed inappropriate for serving on the proposal review team.

All proposals will be reviewed by the City 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, including the outreach requirements of the Business Inclusion Program (BIP) (Refer to Appendix A, Section I.A.). Those Proposals deemed non-responsive will be notified in writing.

LADOT may conduct interviews or site visits at facilities of proposers not previously contracting with the LADOT. The proposal review team will submit its recommendations to LADOT. LADOT will review and assess the recommendations, and forward final recommendations to the City Council for approval of its contract selections. The factors to be used in evaluating each proposer shall include, but is not limited to:

1. Overall qualifications and experience of proposer;
2. Specific qualifications of key staff to complete assigned tasks relative to the provision of services described in this RFP;
3. Ownership of the equipment necessary to complete assigned tasks relative to the provision of services described in this RFP;
4. Responsiveness to requirements outlined in this RFP;
5. Bid price of each contractual item described in this RFP;
6. The following is a brief summary of the evaluation criteria for this RFP:

Evaluation Criteria	Points
Organization History and Experience: Proposers will be evaluated on their quality and depth of experience with Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services.	25

Staffing Plan: Proposers must demonstrate their ability to hire and maintain an adequate amount of qualified staff to timely and successfully complete the assigned tasks outlined in the scope of work described in this RFP.	25
Financial Stability: Proposers will be evaluated to determine whether or not they are financially stable enough to maintain a contract with the City for the provision of work described herein.	25
Bid Quote: Proposers will be evaluated to determine the competitiveness and efficacy of their price quotes for each item outlined in Section 3 of this RFP.	25
Total	100

Proposals will be evaluated against others proposing to provide the same services identified in this RFP. The City reserves the right to verify information contained in the proposal. If the information cannot be verified, and if the errors are not willful, the City reserves the right to reduce the rating points.

The City's decision to award a contract will be based on the stated evaluation criteria. The City reserves the right to modify the City's objectives and requirements at any point, including, but not limited to, during the period prior to submittal deadlines (by RFP addendum) and during the period of contract negotiation, without liability, obligation, or commitment to any party, firm or organization for costs incurred in responding to this RFP, RFP addendums or subsequent modifications of the City's objectives and requirements prior to execution of a contract.

19. ORAL INTERVIEW

Proposers may be required to make oral presentations to the Evaluation Committee and should be prepared to have key management personnel available for these interviews. Interviews will be conducted virtually with at least three (3) business days provided in advance.

20. 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 both 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 then the highest ranked

respondent shall be recommended. If a consensus is not achieved, then 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 the General Manager. The 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 only will be used for purposes of 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.

21. 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 B, Section II.M for further information regarding the requirements and application of the Ordinance.

22. PROPOSAL REVIEW PROCESS

1. All proposals shall be reviewed to determine that the minimum eligibility requirements have been met. Ineligible proposers will be informed in writing.
2. All eligible proposals shall be reviewed based on evaluation criteria, scored, and ranked.
3. Each eligible proposal shall be reviewed for costs that are reasonable, allowable, necessary, and competitive, as measured by a review of the Price Quote List, and its competitive standing as compared to all other proposals.
4. At the City's sole discretion, oral interviews may be held with top scoring proposers. The results of the oral interview may determine the final contract recommendations.
5. A minimum score of seventy (70) points will be required to be considered for the awarding of a contract.
6. If no proposal rates seventy (70) points, at the discretion of the General Manager of the LADOT, a proposal of a lower score may be accepted or the LADOT will repeat the RFP process.

7. All proposers will be provided their proposal scores and informed as to whether or not their proposal will be recommended for funding.

23. 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 and are the Respondents' sole and exclusive remedy in the event of a protest. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting respondent prior to 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 of the facts necessary to make an informed decision regarding the award of the contract.

23.1. 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, CA 90012

At a minimum, protest document must include the following:

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

23.2. 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 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.

23.3. 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.

23.4. 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, a review of the protest(s) shall be conducted by the Standing Protest Committee.

23.5. 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 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.

23.6. 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 direct financial interest and may be adversely affected by the determination of the protest; therefore, LADOT may consider the protest beyond the protest period.

24. GENERAL TERMS AND CONDITIONS

24.1. STANDARD PROVISIONS FOR CITY CONTRACT

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

24.2. 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 B. Failure to comply with these requirements may render the proposal non-responsive. Examples and/or explanatory material for each item are provided in Appendix B. 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 of the requirements require extensive time to complete, the City strongly encourages Proposers to commence these activities prior to the Pre-proposal Conference.

24.3. COVID-19 VACCINATION REQUIREMENT

In accordance with Ordinance 187134, adopted by the Los Angeles City Council on August 20, 2021, employees of Contractor and/or 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, and/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. Prior to 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.

24.4. BUSINESS INCLUSION PROGRAM

All proposers shall comply with the City's Business Inclusion Program requirements, identify sub-contracting opportunities and 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) sub-consultants. All proposers, including those with existing sub-contractors and those not planning to use sub-contractors, must perform subcontractor outreach online via the Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org prior to the RAMP generated BIP outreach deadline due date, per Attachment 9: Business Inclusion Program Walkthrough Manual.

BIP outreach must be completed by the required deadline. A proposer's failure to complete the BIP outreach by the required deadline will result in a proposal being deemed non-responsive.

24.5. 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 the 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 Agreement. This provision will survive expiration or termination of this agreement.

25. GENERAL CITY RESERVATIONS

25.1. City reserves the right to verify the information in the Response.

25.2. 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.

25.3. 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) 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.

25.4. The City reserves the right to waive any informality in the process when to do so is in the best interest of the City.

25.5. 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.

- 25.6. 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.
- 25.7. 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.
- 25.8. Responses will be reviewed and rated by the City as submitted. Firms may make no changes or additions after the deadline for receipt.
- 25.9. 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 or poor past or current performance with the City or other funding source.
- 25.10. 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 the proposer's right to exemption from disclosure.
- 25.11. 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.
- 25.12. 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.

26. ATTACHMENT LIST

Attachment 1: 2014 California Manual of Uniform Traffic Control Devices

Attachment 2: Application for Proposal

Attachment 3: Organization History and Experience Form

Attachment 4: Contractual Services Experience

Attachment 5: Staffing Plan – Administration and Management

Attachment 6: Staffing Plan – Direct Services

Attachment 7: Credit References

Attachment 8: Bid Quote List

Attachment 9: Business Inclusion Program Walkthrough Manual

Attachment 10: Proposal Checklist

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

Appendix B: City Contracting Requirements

Appendix C: Form General 146 Insurance Requirements