

DEPARTMENT OF PUBLIC WORKS

**BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
FEBRUARY 5, 2025**

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS AND NEGOTIATE CONTRACT(S) FOR CITYWIDE COMMUNITY COMPOST AND URBAN GARDENING EDUCATION PROGRAM (W.O. - A COMMUNITY LEVEL CONTRACTING OPPORTUNITY # S06PCCUG)

RECOMMENDATIONS

Authorize the Director and General Manager of the LA Sanitation and Environment (LASAN) to:

1. Distribute and advertise the transmitted Request for Proposals (RFP) for the Citywide community compost and urban gardening education program.
2. Evaluate the proposals and based on the established rating criteria, select and interview the most qualified proposer(s).
3. Negotiate a contract(s) with the most responsive proposer(s).
4. Return to the Board of Public Works (Board) for authority to award and execute any contract(s), subject to Mayor and City Council approval prior to contract execution.

TRANSMITTALS

1. Copy of the RFP for Citywide community compost and urban gardening education program.

DISCUSSION**Request for Proposals (RFP)**

This RFP is a solicitation for proposals from qualified and experienced proposer(s) that demonstrate a high degree of knowledge and cost-effectiveness to develop and implement a citywide public education and outreach program to promote knowledge about home composting, urban gardening and water conservation. The program shall include, but not be limited to hosting educational workshops on various topics related to urban gardening, such as how to produce compost at home; worm composting; summer harvest fruit and vegetables; water conservation and irrigation; seasonal gardening; and soil enhancement. The home composting and urban gardening workshops shall be held at least at the following locations: Lopez Canyon Environmental Learning Center, South LA Wetlands Park Environmental Learning Center, Gaffey Nature Center, and Griffith Park Composting Facility.

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The selected proposer(s) must provide all educational materials about the covered topics in multiple languages, as well as giveaway material (informational pamphlets, small plants, etc.) for City residents to take.

As a Community Level Contracting opportunity, the contract may be unbundled and awarded per region should interest arise from small local businesses able to perform said workshops in a specific region. Proposer(s) representing a local community or region may propose providing workshops in that specific community or region. Proposer(s) can also bid on more than one or all regions if the proposer(s) can provide workshops in multiple regions in Los Angeles. The proposals should state explicitly the regions of Los Angeles where the workshops will be conducted by the proposer. To simplify the process, the proposer shall indicate their region from the following 4 regions when submitting their proposal: North Los Angeles, South Los Angeles, East Los Angeles, West Los Angeles.

Background

LASAN is developing and implementing programs to help the City comply with Senate Bill (SB) 1383, Organics Waste Methane Emissions, which requires diversion and reduction of organics waste in our landfills. The education program sought to be developed through this RFP will support LASAN's efforts to divert organic waste from landfills by teaching City residents' methods of processing their organic waste for environmental benefits, such as: making compost from food waste; enhancing soils; growing fruits and vegetables, and conserving water.

Composting workshops are needed throughout the City to educate residents about the importance and benefits of composting to reduce waste, conserve water, combat climate change, improve soil health, and promote healthier plant growth.

LASAN currently conducts four (4) home composting workshops per month at four (4) citywide locations and is expanding to other locations such as local parks in underrepresented and underserved communities for residents who don't have the access to such workshops. The purpose of this RFP will be to continue the current home composting education workshop program for City residents at these locations.

Proposed Term of Contract

The contract(s) will be for a term of five (5) years with a month-to-month extension for a period of 12 months, and a one (1), five (5) year renewal option.

Rationale for Using an RFP

The RFP process is being used to solicit the best available services at the most competitive price. A proposal review committee of City staff will evaluate all proposals in order to determine which proposal(s) will bring the greatest benefits to the City.

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Selection Process and Evaluation Criteria

The proposal review committee consisting of City staff will evaluate and rate all proposals. Based upon the evaluation panel's final report, the LASAN will submit a report to the Board, containing a recommendation to award and execute a contract or contracts with the selected Proposers. Contract(s) will then be submitted to the Board, the Mayor, and the City Council for approval.

The criteria for the selection of the respondents are outlined in the RFP and are summarized as follows (See Article 4.2 in Transmittal 1 for details):

TABLE 1

EVALUATION CRITERIA		Point Range
1. Qualifications and Experience (Refer to Section Article 5.1) <ul style="list-style-type: none">• At least 3 years of operational experience• General company and staff information• Statement of Qualifications• Availability to conduct workshops in specific region(s)		0 – 15
2. Technical Requirements <ul style="list-style-type: none">• Capability and capacity to meet proposal requirements• Adequate supplies, equipment, and staffing• Contingency plans		0 – 15
3. Program Cost and Budget <ul style="list-style-type: none">• Proposed service fees or• Cost per workshop, educational materials, giveaways, etc.		0 - 50
4. Proposal Content and Schedule <ul style="list-style-type: none">• Detailed content and topics covered in workshops• Seasonal topics and schedule		0 – 10
5. Overall Proposal Responsiveness <ul style="list-style-type: none">• Compliance with RFP guidelines, objectives and deadlines		0 – 10
Total Score		0-100
6. Local Business Preference		0-12
Total Score after applying the Local Business Preference		0 - 112

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RFP Posting Requirement

The RFP will be posted on the City's Regional Alliance Marketplace for Procurement (RAMP) website in compliance with City Council motion 95-1060S2. RAMP is the centralized portal to access City's contracting opportunities. The RFP, addenda, and all other related documents will be available for download on <https://www.rampla.org>.

Notification of Intent to Contract

The Notification of Intent to Contract (NOI) was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on July 19, 2023.

Charter Section 1022

The CAO made a Charter 1022 determination on July 24, 2023 and found that the proposed services can be performed more feasibly and economically by a contractor rather than by City employees.

Business Inclusion Program (BIP)

The Business Inclusion Program (BIP) will be in compliance with the Mayor's Executive Directive No. 14. LASAN has established anticipated participation levels of eighteen (18) percent Minority Business Enterprise (MBE), four (4) percent Women Business Enterprise (WBE), twenty-five (25) percent Small Business Enterprise (SBE), eight (8) percent Emerging Business Enterprise (EBE), and three (3) percent Disabled Veteran Business Enterprise (DVBE). and zero (0) percent (LGBTBE) Lesbian, Gay, Bi-sexual, Transgender Business Enterprise (for statistical tracking purposes).

Proposers submitting a proposal in response to this RFP are required to perform a BIP Outreach using the Regional Alliance Marketplace for Procurement (RAMP). Failure to comply with the City's BIP Outreach requirements will render the proposal non-responsive.

In addition to the BIP Outreach, the Proposers are required to complete and submit the MBE/WBE/SBE/EBE/DVBE/LGBTBE/OBE Subcontractors Information Form (Schedule A). The Schedule A must be submitted with the Proposer's RFP response. Additionally, during the term of the contract, the Proposer must submit the MBE/WBE/SBE/EBE/DVBE/LGTBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

Community Level Contracting

As part of the City's Community-Level Contracting (CLC) initiative led by the Department of Public Works (DPW), LASAN seeks to help make City contracting more accessible and equitable by providing small contractors the opportunity to work directly with the City as Prime contractors on smaller, more manageable projects. LASAN SRPCD staff evaluated the work to be performed under this opportunity and determined it would be feasible to work with contractors from different communities due to the wide spread of locations the workshops can be held throughout the City. Staff considered the scope of work and determined that unbundling the RFP into small contracts may provide opportunities to small businesses that specialize in teaching urban gardening at a

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local level. This RFP can be unbundled by 4 regions of Los Angeles: North Los Angeles, South Los Angeles, East Los Angeles and West Los Angeles.

Compliance with Board RFP Policy

As per Board policy, this RFP was delivered to the Secretary of the Board prior to Board consideration thereof.

Other City Policies and Requirements

The proposers shall be required to comply with the City's policies and requirements including the following:

- Nondiscrimination/Equal Employment Practices/Affirmative Action Program
- Equal Benefits Ordinance
- Living Wage and Worker Retention Ordinances
- Slavery Disclosure Ordinance and Disclosure of Border Wall Contracting Ordinance
- Americans with Disabilities Act
- Child Support Obligations Policy
- Los Angeles Residence Information
- Non-Collusion Affidavit
- Performance Bond and Insurance requirements
- Business Tax Registration Certificate
- City of Los Angeles Contract History
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Municipal Lobbying Ordinance
- Iran Contracting Act of 2010 Compliance Affidavit
- City Contractor's use of Criminal History for Consideration of Employment Applications
- Contractor Data Reporting

Attachments and forms pertaining to these requirements are included in the RFP and on the RAMP.

Local Business Preference (LBP) Program

Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference (LBP) Program which was designed to increase local employment and expenditures in the local private sector. All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant a six percent (6%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent (2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of ten percent (10%).

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The City shall grant a ten percent (10%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as a City Business Enterprise (CBE) firm. If the CBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent (2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a maximum of twelve percent (12%).

Additionally, all non-LBE/CBE Proposers may be granted an additional percentage, up to a total of five percent (5%), of the total possible evaluations points added to their evaluation score for each of those certifications, for every ten percent (10%) of their proposal that is to be performed by a LBE, CBE, LSB, and/or LTE subcontractor.

Contractor Responsibility Ordinance

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the proposer's contract subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration upon completion of this contract.

Contract Administration

Responsibility for the administration and management of this contract will rest with the Solid Resources Processing and Construction Division, LASAN.

PROGRAM REVIEW COMMITTEE (PRC APPROVAL/PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

The project budget was approved by PRC/PRD on September 23, 2020 in the amount of \$1,000,000 for a five-year term.

STATUS OF FINANCING

There is no impact to the General Fund. No funding is required at this time. Specific funding information will be provided at the time of approval of the project award. Funding sources may include, but are not limited to the Fund No. 556, Integrated Solid Waste Management Fund.

Funds and appropriations for both current and future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director and General Manager of LASAN.

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FUTURE ACTIONS

Upon authorization by the Board, the RFP and attachments will be posted on <https://www.rampla.org>.

A review committee will evaluate the proposals. The most qualified proposer(s), who submitted the best proposal(s) in response to the RFP, will be interviewed, ranked, and selected. LASAN will then negotiate a personal services contract with the highest rated firm(s) to provide the required services. Subsequent to the negotiation of the contract, LASAN will request the Board for authority to award and execute a contract with the selected proposer(s).

(Signature page follows)

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Respectfully submitted,



BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


[Lynda McGlinchey \(Dec 6, 2024 17:11 PST\)](#)

LYNDA McGLINCHEY, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration



JOHN L. REAMER, JR.
Inspector of Public Works
Bureau of Contract Administration

REVIEWED AND APPROVED BY:


[Sarai Bhaga \(Apr 19, 2024 17:38 PDT\)](#)

SARAI BHAGA, Chief Financial Officer
Bureau of Sanitation
Date: _____

Prepared by:
Timmie De Ramos, P.E., SRPCD
(213) 847-2800

REQUEST FOR PROPOSALS

For

CITYWIDE COMMUNITY COMPOST AND URBAN GARDENING EDUCATION PROGRAM



**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LA SANITATION AND ENVIRONMENT**

**Barbara Romero, Director and General Manager
Robert Potter, Assistant Director**

**Solid Resourced Processing and Construction Division
Miguel Zermeno, Acting Division Manager**

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LA SANITATION AND ENVIRONMENT**

**Request for Proposals for Citywide Community Compost
and Urban Gardening Education Program**

This Request for Proposals (RFP) is a solicitation for proposals from experienced contractors to provide compost and urban Gardening Educational WORKSHOPS for the City of Los Angeles, Department of Public Works, LA Sanitation and Environment (LASAN). The Proposals must be submitted in accordance with the requirements set forth in this document. This is a Community Level Contracting Opportunity.

Only written responses will be considered. All materials submitted will become part of the response, and may be incorporated into any subsequent contract(s) between the City of Los Angeles and the selected Proposer(s).

A MANDATORY PRE-PROPOSAL MEETING will be held for all interested PROPOSERS on:

DATE: [\[INSERT DATE\]](#)

TIME: [\[INSERT TIME\]](#) Pacific Standard Time (PST)

**LOCATION: Public Works Building
1149 S. Broadway
Sub-basement Room 7
Los Angeles, CA 90015**

All technical questions regarding the RFP shall be submitted to the address below in writing at least one (1) week prior to the pre-proposal meeting date. If the City deems it necessary to answer any questions, copies of all questions and responses will be posted on the Regional Alliance Marketplace for Procurement (RAMP) www.rampla.org as an addendum to the RFP. The identity of Proposers submitting questions will not be disclosed in the addendum. Questions of minor significance may be discussed verbally; however, only City's written responses to the questions may be considered to be part of the RFP requirements and incorporated into any subsequent contract(s) between the City of Los Angeles and the selected contractor.

Proposers shall direct all technical questions in writing via email to:

**Timmie De Ramos, P.E., Contract Manager
City of Los Angeles
LA Sanitation and Environment
Solid Resources Processing and Construction Division (SRPCD)
Email: timmie.deramos@lacity.org
phone: (213) 847-2800**

Questions regarding any of the attachments to this RFP should be directed to the office specified in the attachment.

This pre-proposal meeting is mandatory for all proposers who wish to submit proposals for this RFP. Failure to attend the pre-proposal meeting will result in the proposer's proposal being deemed non-responsive and the proposer will be disqualified from being able to submit a proposal for this RFP.

An original and four (4) copies (total of five (5) sets) of all materials as well as an electronic copy of the entire proposal must be received by **[INSERT TIME] PST** on the proposal due date.

Performance of a BIP (Business Inclusion Program) outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants must be completed on RAMP, www.rampla.org. All BIP outreach documentation must be submitted on RAMP by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline.

It is the sole responsibility of the Proposer to ensure that proposals are received at the location noted above by the due date. Proposals received after the exact date and time indicated will be deemed non-responsive and will be excluded from consideration. A delivery acknowledgement will be issued upon receipt of the proposal package and will be provided to the Proposer's delivery agent. Please allow sufficient time to check-in with building security when attending the pre-proposal meeting and submitting a proposal in person.

The RFP, attachments and addenda will be posted on www.rampla.org.

PROPOSAL DUE DATE:

[INSERT DATE] BY [INSERT TIME] PST

LOCATION:

City of Los Angeles, Public Works Building
LA Sanitation & Environment, SRPCD
1149 S. Broadway, 5th Floor
Los Angeles, CA 90015

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ARTICLE 1 - GENERAL INFORMATION

1.1 Section Headings

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this document.

1.2 Definitions

Words and phrases used herein shall have the same meaning as set forth opposite the same:

AGREEMENT/ CONTRACT	The contractual agreement between the CITY and the selected Proposer for the services requested in this RFP
BIP	Business Inclusion Program
BOARD	The Board of Public Works of the City of Los Angeles
BUREAU/LASAN and Environment	Bureau of Sanitation, also known as LA Sanitation
CALENDAR DAY	Each day beginning at 12:01 AM and ending twenty-four (24) hours thereafter at 12:00 AM midnight
CITY	The City of Los Angeles, BOARDS or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
CITY CONTRACT MANAGER	The CITY'S designated representative for all issues related to the CONTRACT.
CONTRACTOR	The Proposer(s) selected by the CITY through the evaluation process for this RFP to enter into the CONTRACT.

CONTRACTOR CONTRACT MANAGER	The CONTRACTOR’S designated representative for all issues related to the CONTRACT.
HOLIDAYS	New Year’s Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and other holidays officially designated and observed as such by the CITY
LASAN/BUREAU	LA Sanitation and Environment/The Bureau of Sanitation of the Department of Public Works, of the City of Los Angeles
LBP	Local Business Preference
LWO	Living Wage Ordinance
MBE/WBE/SBE/ EBE/DVBE/LGBTBE/OBE	Minority Business Enterprise/Women Business Enterprise/Small Business Enterprise/ Emerging Business Enterprise/Disabled Veteran Business Enterprise/Lesbian, Gay, Bi-sexual, Transgender Business Enterprise/Other Business Enterprise
NAICS	The North American Industry Classification System
NTP	Notice to Proceed
PROPOSER	A vendor who has submitted a proposal for evaluation in response to this Request for Proposals (RFP) for Citywide Community Compost and Urban Gardening Education Program
RAMP	Regional Alliance Marketplace for Procurement, rampla.org
RFP	This Request for Proposals
SUBCONTRACTOR	Any contractor, supplier, or vendor who is subcontracted by the selected PROPOSER to work on a CONTRACT.
WORKSHOP	Urban gardening and compost event held at one of LASAN’s environmental learning centers.

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

1.3 Introduction

1.3.1 Background

LASAN is developing and implementing programs to help the CITY comply with Senate Bill (SB) 1383, Organics Waste Methane Emissions, which requires diversion and reduction of organics waste in our landfills. This education program sought to be developed through this RFP will support LASAN efforts to divert organic waste from landfills by teaching CITY residents methods to process their organics waste for environmental benefits, such as: making compost from food waste; enhancing soils; growing fruits and vegetables; and practicing water conservation.

Composting WORKSHOPS are needed throughout the CITY to educate CITY residents about the importance and benefits of composting to reduce waste, conserve water, combat climate change, improve soil health, and promote healthier plant growth.

1.3.2 RFP Objectives

In issuing this RFP, the main objective of the CITY is to select the best qualified and experienced PROPOSER(S) who will provide assistance in continuing the existing citywide public education and outreach program so residents can continue to be educated on the benefits of mulch and compost in urban gardening with an emphasis on water conservation. The CITY is looking for horticulturists or public educating institutions with experience in composting and urban gardening to perform the work requested. The selected CONTRACTOR will be responsible for providing services listed in the Scope of Services.

In addition, the CITY reserves the right to withdraw this RFP on any or all items at any time.

ARTICLE 2 – SCOPE OF SERVICES

This RFP is for the development of a Citywide Community Compost and Urban Gardening Education Program.

It is the intent of the CITY to seek out a CONTRACTOR who will provide the following:

2.1 Proposed Services

The CITY seeks to receive proposals from qualified and experienced PROPOSER(S) that demonstrate a high degree of knowledge and cost-effectiveness to develop and implement a citywide public education and outreach program. The program shall consist of, but not be limited to hosting educational WORKSHOPS on various topics related to urban gardening, such as how to produce compost at home, worm composting, summer harvest fruit and vegetables, water conservation and irrigation, seasonal gardening, soil enhancement, etc. The PROPOSER shall provide educational materials about the topics in multiple languages and giveaway material (informational pamphlets in both electorally and hard copies, small plants, etc.) for the benefit of CITY residents. WORKSHOPS will be held at various locations in the CITY where the contractor is to do the WORKSHOP.

The PROPOSER is responsible for all labor, transportation, equipment, printing, etc. Most of the WORKSHOPS will take place during the weekends (Saturday mornings) at various locations throughout the CITY. The CITY locations where the WORKSHOPS will be held are at, but not limited to: Lopez Canyon Environmental Learning Center, South Los Angeles Wetlands Park, Griffith Park Composting Facility, Gaffey Nature Center, and at the various council districts within the CITY of Los Angeles. The PROPOSER should state explicitly what region(s) of Los Angeles(North, South, East, or West) their proposal is covering. A PROPOSER can bid on one region or multiple regions.

2.2 TERMS OF AGREEMENT

The CONTRACT term shall be for five (5) years with a month-to-month extension for a period of 12 months, and a one (1), five (5) year renewal option. The CONTRACT is subject to final approval of the BOARD, Mayor, and City Council.

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

- A. The CONTRACT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR;
- B. The 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 the CONTRACT as to form; and
- D. The 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

2.3 Work Schedule

Work performed by the CONTRACTOR shall be scheduled for weekends in the morning at the various designated CITY locations. If required to perform work outside the said days, the CITY CONTRACT MANAGER may grant authorization upon request and based on the urgency of the situation. The services include those needed on an as-needed basis; thus, scheduled times and dates may change at the discretion of the CITY.

2.4 CONTRACTOR Responsibilities

The CONTRACTOR shall provide all labor, materials, and services necessary for the completion of all work, such as printing materials, procuring giveaways, and conducting public/community outreach.

All equipment owned or controlled by the CONTRACTOR and used to perform the work shall be of sufficient size to meet the requirements of the work and be used in such a way as to produce satisfactory results.

The CONTRACTOR will be responsible for the storage and security of all equipment owned by the CONTRACTOR.

The CONTRACTOR will be responsible for all clean up and proper disposal of excess materials and waste on a daily basis when working.

The CONTRACTOR shall be responsible for complying with all local, state and federal laws and providing all OSHA (Occupational Safety and Health Administration) required safety equipment for staff.

The CONTRACTOR shall provide a cost breakdown of their expenses and shall include the following: labor hourly rates, material costs, transportation costs, and all WORKSHOP-related expenses. These items must be justified and detailed in invoices.

Should the CONTRACTOR determine a need to alter the services described, a request must be submitted to the CITY in writing. The CONTRACTOR shall not alter such services without the CITY's prior written approval.

ARTICLE 3 - General Requirements for Responding to RFP

Each proposal shall be submitted according to the following guidelines. Failure to abide by these instructions may render a proposal non-responsive.

3.1 Submission Deadline and Address

All proposals shall be submitted to the CITY at the following address on or before the submission deadline stated below.

It is solely the responsibility of the PROPOSER to ensure that proposals are received at the location noted below, by the due date and time. Proposals *received* after the exact date and time indicated shall be deemed non-responsive and excluded from consideration. Proposals received later than the deadline noted below will be returned, unopened, to the PROPOSER, and that PROPOSER will be eliminated from consideration for the CONTRACT. At the discretion of the CITY and the evaluation panel, additional information for the purpose of clarity may be requested during the proposal review process.

DEADLINE DATE: [INSERT DATE]
TIME: [INSERT TIME] PST
LOCATION: [INSERT ADDRESS]

ATTENTION: Timmie De Ramos, PE, Contract Manager
Phone: (213) 847-2800
Email: timmie.deramos@lacity.org

FOR ORIGINAL HARD COPY SUBMITTAL

LOCATION: Public Works Building
Los Angeles Sanitation
Solid Resources Processing and Construction Division
1149 S. Broadway, 9th Floor, Los Angeles, CA 90015

ATTENTION: Timmie De Ramos, P.E., Contract Manager

Please allow sufficient time to check-in online when attending the pre-proposal meeting and with building security when submitting a proposal. A delivery acknowledgement will be issued at the receipt of the proposal package and will be provided to the PROPOSER'S delivery agent, or in the case of commercial delivery, returned by US Mail to the PROPOSER'S address, as noted on the outside of the proposal package.

3.2 Proposal Presentation

All proposal originals shall:

1. Be unbound and photocopy ready (original copy)
2. Be typed or printed double-sided, on 8-1/2 by 11-inch size recycled and recyclable paper

3. Be enclosed, along with the required copies, in a single sealed package plainly labeled with the words “PROPOSAL FOR CITYWIDE COMMUNITY COMPOST AND URBAN GARDENING EDUCATION PROGRAM”
4. Not exceed twenty (20) double-sided narrative pages, **excluding** title page, signature page, table of contents, executive summary, required CITY documents, resumes, references and printed materials (such as brochures). One double-sided page – one sheet of paper printed with narrative text on both sides – will count as **two** (2) pages.
5. Have continuously numbered pages
6. Have clearly labeled Articles with title headers

3.3 Number of Copies

Proposal packages must fully document compliance with all proposal requirements detailed throughout this RFP and must be submitted, by the PROPOSER(S), as follows:

- One (1) original of the entire proposal, including all original signatures.
- Four (4) copies of the entire proposal, labeled “COPY”.
- One (1) electronic copy of the entire original proposal, in PDF format, named; Copy_of_Proposal_for_Citywide Community Compost and Urban Gardening Education Program_RFP_
- If applicable, one (1) unbound copy of the proposal with confidential material entirely blacked out; including statement of defense for actions brought against the CITY. See Article 3.7.

3.4 Signature and Authority

The proposal must be signed by an officer of the corporation, principal, partner, or other duly authorized person or persons with the authority to make the commitments required by this RFP. The signatures produced by the authorized persons representing the PROPOSER serve as a consignment, in good faith, to the RFP selection process, with no intent by the PROPOSER to withdraw the proposal once it has been submitted to the CITY for evaluation or CONTRACT award consideration.

If the proposal is made by a partnership of more than one company, a copy of the partnership agreement, the name and post office address of the partnership, a list of all partners, and the signature of all general partners must be provided. If made by a corporation, the proposal must indicate the name and state or country under which the corporation is incorporated and the name, post office address, and federal tax identification number of the corporation. If the proposal is made by a corporation, a copy of the appropriate section of the bylaws or a resolution of the board of directors of the corporation shall be furnished showing the authority of the officer who has signed the proposal and proposal forms to execute contracts on behalf of the corporation. If the proposal is made by a joint venture, a copy of the joint venture agreement, the name, post office address, and organizational status of each of the joint ventures must be provided. Where a joint venture is composed of one or more partnerships, corporations, or other entities, the information specified in this paragraph must be provided for each entity. Each proposal form submitted by a joint venture must be signed by all parties to the joint venture agreement.

In proposals containing proprietary information, proprietary paragraphs and/or other data should be clearly marked as noted below in Article 3.7. The PROPOSER must include one extra unbound copy of the proposal with the confidential material totally blacked out or removed from the text so that one copy is available as public material.

3.5 Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held on:

DATE: [\[INSERT DATE\]](#)

TIME: [\[INSERT TIME\]](#) PST

LOCATION: Public Works Building
1149 S. Broadway
Sub-basement Room 7
Los Angeles, CA 90015

CONTACT: Timmie De Ramos, P.E., Contract Manager
(213) 847-2800 or Timmie.deramos@lacity.org

NOTE: **Attendance at the pre-proposal meeting is mandatory.** Failure to attend the pre-proposal meeting will result in the proposer's proposal being deemed unresponsive, and the proposer will be disqualified from being able to submit a proposal for this RFP.

3.6 Questions Regarding the RFP

Technical questions regarding this RFP will only be addressed at the pre-proposal meeting. Technical questions must be submitted in writing one (1) week prior to the pre-proposal meeting. If the CITY deems it necessary to answer any technical questions submitted, the questions and responses will be posted on www.rampla.org as an addendum to the RFP. The identity of the PROPOSERS submitting technical questions will not be disclosed in the addendum. Technical questions of minor significance may be discussed verbally; however, only CITY's written responses to questions may be considered to be part of the RFP. PROPOSERS shall direct all technical questions in writing via email to:

Timmie De Ramos, P.E., Contract Manager
City of Los Angeles
LA Sanitation and Environment, SRPCD
1149 s. Broadway, Suite 500
Los Angeles, CA 90015
Email: timmie.deramos@lacity.org

3.7 Confidential Information

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

“NOTICE”

“The data on the pages of this proposal identified by an asterisk (*), or marked along the margin with a vertical line, contains information which are trade secrets and/or whose disclosure would cause substantial injury to the Proposer's competitive position. The Proposer requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent that the CITY determines is proper under federal, state, and local law.”

Failure to include such a statement shall constitute a waiver of the PROPOSER'S right to exemption from disclosure and authority for the CITY to provide a copy of the bid or any part thereof to the requestor. The CITY assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked data are requested, the PROPOSER will be advised of the request and may expeditiously submit to the CITY a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the CITY in making its determination as to whether or not disclosure is proper under federal, state, and local law. The CITY will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury that may result from any disclosure that may occur. The PROPOSER agrees to assume and pay for all costs incurred by the CITY, including attorneys' fees awarded by the court, if the PROPOSER requests the CITY to resist disclosure of material provided to the CITY by the PROPOSER, provided the CITY determines that said materials are exempt under federal, state, and local law.

As noted above, to the extent the proposal contains confidential material, one (1) unbound copy of the proposal shall be submitted with all confidential material entirely blacked out or removed from the text, so that it can be available as public material.

3.8 RFP Items Not Covered

Proposals should cover the statement of work and all the RFP specifications. Otherwise, PROPOSERS should state why the RFP requirements are not being addressed. If PROPOSERS wish to present qualifications in addition to the required items stated, information should be presented under the heading "Additional Qualifications We Wish to Present". PROPOSERS who do not wish to present such information should state, "There are no additional qualifications we wish to present".

3.9 Proposal Cost and Ownership

Each proposal prepared in response to this RFP shall be prepared at the sole cost and expense of the PROPOSER and with the expressed understanding that no claims against the CITY for reimbursement will be accepted. All proposals will become the property of the CITY and will not be returned to the PROPOSER. The PROPOSER should not include confidential information or trade secrets without expressly stating and identifying the information or trade secrets to be considered confidential, since all accepted proposals will become public information following the closure of the RFP selection process. However, if such information is necessary to assure a competitive proposal, then the PROPOSER is to follow the guidelines for confidential information as discussed below.

3.10 Proposal Format

All proposals shall be written in concise, clear English, and be organized into the following sections and in the following order:

1. Title page
2. Signature page
3. Table of Contents
4. Executive Summary
5. Qualifications and Experience (Article 5.1)
6. Workplace Safety Requirements (Article 5.2)
7. Technical Requirements (Article 5.3)
8. Financial Requirements (Article 5.4)
9. Proposed Service Fee and Proposed Profit Sharing (Article 5.5)
10. City Policy Compliance (includes Proposal Forms and Standard Provisions for City Contract Forms) (Article 5.6)

Proposals shall include all documents requested throughout this RFP, including the proposal forms, signed statements, all required forms related to the Standard Provisions for CITY Contracts, and the Business Inclusion Program requirements. Proposals that exclude or inadequately address any of the sections above will receive a lower proposal score.

ARTICLE 4 - SELECTION AND CONTRACT AWARD PROCESS

The CITY will select the PROPOSER(S) which is determined to be the most qualified, having the best experience, providing competitive prices, and possessing the ability to successfully perform the required tasks. The City will evaluate the PROPOSER's ability to conduct the workshops at their proposed region(s). The selection will be based on the pre-established criteria listed in Section 4.2. The CITY, at its sole discretion, has the option of selecting more than one PROPOSER to serve the best interest of the CITY.

4.1 Proposal Evaluation

Proposals will be reviewed by an evaluation panel consisting of LASAN staff, and may include representatives from outside LASAN. The evaluation panel may request additional information and/or clarification from the PROPOSERS, schedule oral presentations by the PROPOSERS, and assess any or all proposals. The final proposal rating will be based on the submitted proposal and any additional information or clarification provided in response to the evaluation panel's requests. Based upon the evaluation panel's final report, LASAN will submit a report to the BOARD, containing a recommendation to award and execute a CONTRACT with the selected PROPOSER(s). CONTRACT(s) will then be submitted to the BOARD, the Mayor, and the City Council for approval.

4.2 Proposal Criteria

The following proposal criteria will be used to determine the most responsive PROPOSER. Each proposal will be reviewed, evaluated and assigned a score under each criteria corresponding to the designated range of points. A total score will be calculated by adding each criteria score. The PROPOSER with the highest score will be determined to be the most responsive. Therefore, it is important to note that the criteria listed in the table be satisfied and met in the submitted proposals. However, before any proposal can be considered for evaluation, it must pass Business Inclusion Program Evaluation.

Table 1: Evaluation Criteria

EVALUATION CRITERIA	POINT RANGE
1. Qualifications and Experience (Refer to Section Article 5.1) <ul style="list-style-type: none"> • At least 3 years of operational experience • General company and staff information • Statement of Qualifications • Availability to conduct workshops in specific region(s) 	0-15
2. Technical Requirements <ul style="list-style-type: none"> • Capability and capacity to meet proposal requirements • Adequate supplies, equipment, and staffing 	0-15

<ul style="list-style-type: none"> • Contingency plans 	
3. Project Cost and Budget <ul style="list-style-type: none"> • Proposed service fees or • Cost per workshop, educational materials, giveaways, etc. 	0-50
4. Proposal Content and Schedule <ul style="list-style-type: none"> • Detailed content and topics covered in WORKSHOPS • Seasonal topics and schedule 	0-10
5. Overall Proposal Comprehensiveness <ul style="list-style-type: none"> • Compliance with RFP guidelines, objectives and deadlines 	0-10
<i>REQUIRED CRITERIA TOTAL</i>	100
6. Local Business Preference	0-12
TOTAL SCORE after applying Local Business Preference	0-112

4.2.1 Evaluation Criteria: Qualifications

PROPOSERS will be evaluated based on experience (3 years minimum) and record of past performances in hosting educational WORKSHOPS related to urban gardening, backyard composting, and water conservation.

4.2.2 Evaluation Criteria: Technical Requirements

PROPOSERS shall submit a detailed summary of its capability and capacity to meet proposal requirements, list of adequate supplies, equipment and staffing and a contingency plan.

4.2.3 Evaluation Criteria: Project Cost and Budget

PROPOSERS shall submit a detailed cost breakdown that includes labor cost, material cost, and transportation cost. They will be evaluated based on cost-effectiveness, the details provided in the breakdown, and their strategy to keep the project under budget. Higher points will be awarded to those who submit all the required information and have a comprehensive proposition. Zero (0) points will be awarded to those who fail to submit a detailed breakdown of their cost of the project.

4.2.4 Evaluation Criteria: Proposal Content and Schedule

PROPOSERS shall submit a detailed proposal and schedule that includes the list of WORKSHOPS they plan to instruct and giveaway materials for the WORKSHOPS. PROPOSERS will be evaluated based on the details provided in the proposal, their strategy, and work schedule, which should include various CITY locations. Higher points will be awarded to those who submit all the required information and have a comprehensive proposition. Zero (0) points will be awarded to those who fail to submit a detailed breakdown of their work schedule

4.2.5 Evaluation Criteria: Overall Proposal Comprehensiveness

PROPOSERS are responsible for following the RFP guidelines and submitting the CITY's requirements. All proposals will be evaluated based on their completeness, compliance with RFP guidelines, objectives, and deadlines. All contractually required information per Article 7 must also be included. Points will be awarded based on the overall comprehensiveness of the proposal.

4.2.6 Evaluation Criteria: Local Business Preference

PROPOSERS have the opportunity to earn up to eight (8) points added to their overall evaluation criteria score, as detailed in Article 7.18. To be awarded extra points CONTRACTORS and SUBCONTRACTORS must be certified as specified in Article 7.18. PROPOSERS are not required to abide by this program for this RFP, but qualified participation will grant additional points.

ARTICLE 5 – PROPOSER TECHNICAL AND FINANCIAL QUALIFICATIONS

5.1 Qualification and Experience

5.1.1 General Company and Staff Information

The PROPOSER shall provide the following:

- Legal name and address of PROPOSER
- Purpose of organization
- Names of officers legally authorized to sign the CONTRACT
- Name, qualifications, educational and professional credentials, and experience of officers and staff
- Signatures and declarations

5.1.2 Statement of Qualifications

PROPOSER(S) and/or their employees shall have a minimum of three (3) years of experience of taught urban gardening WORKSHOPS/classes with a large set of audiences.

The PROPOSER shall provide a list of the WORKSHOPS or educational urban gardening classes they have previously held for public agencies and private entities.

PROPOSER shall provide a Statement of Qualifications that describes in detail similar work that it has provided for public and private entities during the past three (3) years. The PROPOSER is encouraged to include its history of conducting business with the CITY if applicable.

References in the Statement of Qualifications shall include, but limited to the following:

- a. Company name
- b. Contact name
- c. Phone number and Email address
- d. Duration of the business relationship conducting the work
- e. Project title of the work conducted

5.2 Financial Qualifications

5.2.1 Financing Strategy

The CITY will not finance any PROPOSER or proposals nor assume any risks related to financing the contract. PROPOSER shall provide a proposed financing strategy to support the proposed service(s).

ARTICLE 6 - BUSINESS ARRANGEMENTS

The CITY may execute an AGREEMENT with the selected PROPOSER for the provision of services specified in this RFP. The AGREEMENT will incorporate all elements of the PROPOSER'S business and technical proposals. Set forth in this Article are the major terms of the business arrangement that the CITY seeks with the selected PROPOSER, as further defined by the proposal items contained in the PROPOSER'S proposal

6.1 Term of Proposed AGREEMENT

The proposed AGREEMENT term will be for a term of five (5) years from the date of full execution as set forth below, with one (1) option to renew for an additional 5 years to be exercised at the CITY's sole discretion. In addition to the one (1) five (5)-year renewal option, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of 12 months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT.

The CITY may extend the AGREEMENT on a month-to-month basis at the end of either the initial five (5)-year term or at the end of the second five (5)-year term, by providing the CONTRACTOR written notice at least 90 CALENDAR DAYS prior to expiration of the then-applicable term of the AGREEMENT.

The AGREEMENT is subject to final approval of the BOARD, Mayor, and City Council.

Unless otherwise provided, the CONTRACT shall take effect when all of the following events have occurred (*i.e.*, full execution) :

- A. The CONTRACT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR;
- B. The 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 the CONTRACT as to form; and

- D. The 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 the CONTRACT.

6.2 Performance Guarantees

The selected PROPOSER warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within selected PROPOSER'S profession, doing the same or similar work under the same or similar circumstances. The selected PROPOSER shall perform such professional services as may be necessary to accomplish the work required to be performed under the AGREEMENT in accordance with the AGREEMENT. The selected PROPOSER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the selected PROPOSER under the AGREEMENT. The selected PROPOSER shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its design, drawings, specifications, report, calculations and other services.

6.3 Performance Bond

As security for performance under the terms of this RFP and subsequent agreements, the selected PROPOSER will be required to furnish, upon execution of a CONTRACT with the CITY, a performance bond or equivalent security in a format acceptable to the CITY. The term of the performance bond or approved equivalent shall be renewed annually for the life of the CONTRACT.

Prior to the award of any contract, selected PROPOSER(S) does not have to post the performance bond; however, selected PROPOSER(S) must show the capability to do so with a letter from a bonding company.

6.4 Liability of Selected PROPOSER

Except as otherwise provided in the proposed AGREEMENT, the selected PROPOSER shall be and remain liable, in accordance with applicable law, for all damages to the CITY caused by the selected PROPOSER'S negligent performance of any of the services furnished under the AGREEMENT, except for errors, omissions or other deficiencies to the extent attributable to the CITY, CITY-furnished data or any third party.

6.5 Key Personnel

The PROPOSER shall designate, as part of its submittal, the CONTRACTOR PROGRAM MANAGER to be assigned to the CITY'S program. Additional personnel shall be assigned, subject to the CITY'S approval, on an as-needed basis. The personnel assigned to these positions at the commencement of services under the proposed AGREEMENT shall serve in these positions as long as required. The PROPOSER shall not change personnel assigned to these positions without the prior consent and approval of the CITY, whose consent shall not be withheld unreasonably.

6.6 CONTRACTOR Personnel

Unless otherwise provided or approved by the CITY, the selected PROPOSER shall use its own employees to perform the services described in the proposed AGREEMENT. The CITY shall have the right to review and approve any personnel who are assigned to work under the AGREEMENT. The selected PROPOSER agrees to remove personnel from performing work under the AGREEMENT if requested to do so by the CITY within thirty (30) business days of the written request by the CITY.

The selected PROPOSER shall not use SUBCONTRACTORS to assist in performance of the AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the selected PROPOSER shall remain responsible for performing all aspects of the AGREEMENT. The CITY has the right to approve the selected PROPOSER'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay selected PROPOSER'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS. The use of SUBCONTRACTORS shall be subject to approval of the CITY, pursuant to the provisions of Section 6.7.

6.7 Subcontractors

All subcontracts shall require submission to the Department of Public Works, Bureau of Contract Administration for approval. A copy of all subcontracts shall be submitted to the Bureau of Contract Administration showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly owned subsidiaries of the selected PROPOSER shall not be considered SUBCONTRACTORS. The selected PROPOSER shall not change any of these designated SUBCONTRACTORS, or reduce their level of effort, without prior written approval of the BOARD, provided that such approval will not be unreasonably withheld.

6.8 Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of the 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 the 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 the CONTRACT.

6.9 Cost Ceiling

The cost ceiling for this proposal shall not exceed \$1,000,000 in the initial 5-year term of the CONTRACT. In the event of a 5 year contract extension, the total CONTRACT ceiling shall not exceed \$2,000,000. The CITY reserves the right to revise the cost ceiling during the negotiations phase. The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred in excess of the cost ceiling. The CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the cost ceiling unless and until the CITY shall have notified the CONTRACTOR in writing that such cost ceiling has been increased and shall have specified in such notice an estimated cost ceiling which shall thereupon constitute the cost performance of the proposed AGREEMENT. In the absence of the specified notice, the CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of the cost ceiling set forth, whether those costs were incurred during the course of the proposed AGREEMENT or as a result of termination. When and to the extent that the cost ceiling has been increased, any costs incurred by the CONTRACTOR in excess of the cost ceiling prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase.

6.10 Compensation

The CONTRACTOR shall be compensated for all services provided as described herein in accordance with the applicable rates specified in the proposed AGREEMENT.

6.11 Costs Incurred prior to Full Execution of the Proposed AGREEMENT

Any costs incurred by the CONTRACTOR prior to the actual date of full execution (as set forth in Article 6.1 above) of the AGREEMENT that may follow the RFP process, shall only be payable to the CONTRACTOR if said costs were incurred in completing any task specifically authorized by the AGREEMENT, and said costs are reviewed and approved by the CITY, and said approval for payment occurs after the AGREEMENT is fully executed. In no event shall interest be owed on any costs whatsoever incurred prior to the actual date of full execution of the CONTRACT.

6.12 Invoice Procedures

The CONTRACTOR shall prepare an invoice on a monthly basis for work that has been completed to the CITY'S satisfaction. The CONTRACTOR is responsible for the preparation of a complete and accurate invoice. Invoices shall be prepared in such form and supported by such copies of invoices, time sheets and other documents of proof as may be reasonably required by the CITY to justify the monetary amount of such invoices. Invoices and associated documentation shall be prepared at the sole expense and responsibility of the selected PROPOSER. The CITY will not compensate the selected PROPOSER for any costs incurred for invoice preparation.

6.12.1 Invoice Submittal

The CONTRACTOR shall submit all invoices to:
City of Los Angeles, Public Works Building
Attn: Timmie De Ramos, P.E., Contract Manager
1149 S. Broadway, Suite 500
Los Angeles, CA 90015

Or emailed to:
Mr. Timmie De Ramos, PE
Timmie.deramos@lacity.org

6.12.2 Invoice Submittal Deadline

The CITY shall not be responsible for payment of invoices or supplemental invoices submitted to the CITY more than one year after the date of expiration of the AGREEMENT.

6.12.3 Invoice Approval and Processing

Once the CONTRACTOR submits a complete and accurate invoice and supporting documentation, the CITY shall review the CONTRACTOR'S invoice in accordance with the CITY'S review procedures. Once approved by the CITY CONTRACTMANAGER, the CITY will make a good faith effort to process payments in a timely manner. To expedite the approval process, CONTRACTORS are encouraged to submit draft invoices for review, prior to submitting a final invoice.

6.12.4 Discount

The CITY may consider a shorter payment schedule should the selected PROPOSER offer a discount for more immediate payment. However, such discount shall not be considered in the preparation or evaluation of the rate schedules included in the proposal.

6.12.5 Best Terms

Throughout the term of the 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 the CONTRACT.

6.12.6 Late Charges

The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of any interest, late charges or penalties incurred by the PROPOSER from any subcontractor or supplier for any time provided under the CONTRACT.

6.12.7 Disputed Amounts

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment, and any required payment of the disputed amount in accordance with existing CITY practices.

6.12.8 False Claims Act

Selected PROPOSER acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

6.13 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of the CONTRACT, in their original form or as otherwise approved by the CITY. These records shall be retained for a period of no less than four (4) years from the later of the following: (1) final payment made by the CITY, (2) the expiration of the CONTRACT or (3) termination of the CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or the CITY'S representatives at any time. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under the CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon the 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 the CONTRACT.

6.14 Amendment

All amendments to the CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 6.1.

6.15 Suspension

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

6.16 Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in Article 6.21, if the CONTRACTOR fails to perform any of the provisions of the CONTRACT or so fails to make progress as to endanger timely performance of the CONTRACT, the CITY may give the CONTRACTOR written notice of the default. The 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 the CITY. Additionally, the CITY'S default notice may offer the CONTRACTOR an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONTRACTOR'S plan. If the default cannot be cured or if the CONTRACTOR fails to cure within the period allowed by the CITY, then the CITY may terminate the CONTRACT due to the CONTRACTOR'S breach of this CONTRACT.
2. If the default under the CONTRACT is due to the CONTRACTOR'S failure to maintain the insurance required under the CONTRACT, the CONTRACTOR shall immediately: (1) suspend performance of any services under the CONTRACT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and the CONTRACTOR'S obligation to suspend performance of services. The CONTRACTOR shall not recommence performance until the CONTRACTOR is fully insured and in compliance with the CITY'S requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate the CONTRACT.

4. If the CONTRACTOR engages in any dishonest conduct related to the performance or administration of the CONTRACT or violates the CITY'S laws, regulations or policies relating to lobbying, then the CITY may immediately terminate the CONTRACT.
5. Acts of Moral Turpitude
 - a. The CONTRACTOR shall immediately notify the CITY if the 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 the 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, the CITY may immediately terminate the CONTRACT.
 - c. If the CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate the CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR'S ability to perform under the terms of the 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 the CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONTRACTOR.
6. In the event the CITY terminates the CONTRACT as provided in this section, the CITY may procure, upon such terms and in the manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and the CONTRACTOR shall be liable to the 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 the CONTRACT under the provisions of this section, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of the CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 6.16(A) Termination for Convenience.
 8. 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 the CONTRACT.
- C. In the event that the CONTRACT is terminated, the CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS, and shall notify in writing all other parties contracted with under the terms of the CONTRACT within five working days of the termination.

6.17 Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, CONTRACTOR 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 the 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 the 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 the 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 the CONTRACT. This provision will survive expiration or termination of the CONTRACT.

6.18 Claims for Labor and Materials

The CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of the 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 the 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 the CONTRACT.

6.19 Independent Contractor

The PROPOSER is acting as an independent contractor and not as an agent or employee of the CITY. The PROPOSER 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 the CITY.

6.20 Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under the 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 the CONTRACTOR or its SUBCONTRACTORS under the CONTRACT (each a “Work Product”; collectively “Work Products”) shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems appropriate. The CONTRACTOR hereby assigns to the CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under the CONTRACT. The CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY’S ownership of rights provided herein.

The CONTRACTOR agrees that a monetary remedy for breach of the CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause the CITY irreparable harm. The 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 the CITY from seeking or obtaining any other relief to which the CITY may be entitled.

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

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

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

6.21 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to the AGREEMENT which consent shall not be unreasonably withheld.

6.22 Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with the 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 the CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONTRACTOR and SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, the 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 the CONTRACTOR to perform timely. As used in the CONTRACT, the term "SUBCONTRACTOR" means a SUBCONTRACTOR at any tier.

In the event the CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, the 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.

6.23 Severability

Should any portion of the proposed AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the proposed AGREEMENT will continue as modified.

6.24 Disputes

Should a dispute or controversy arise concerning provisions of the proposed AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction. The party against whom a decision is rendered shall be required to pay, in addition to any judgment, all legal costs and attorney's fees incurred by both parties pursuant to the resolution to the matter.

6.25 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 the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. The CONTRACT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of the CONTRACT with no additional compensation paid to the CONTRACTOR.

In any action arising out of the CONTRACT, the 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 the 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 the CONTRACT shall not be affected.

6.26 Breach

Except for force majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

6.27 Rights Reserved by the CITY

The CITY reserves the right, at its discretion, to pursue any or all of the following actions in regard to this RFP:

1. Select and enter into an agreement with the PROPOSER who, in the CITY's sole judgment, is responsive to the RFP and whose proposal will satisfy the interests of the CITY, and not necessarily on the basis of price alone or any other single factor.

2. Award a contract to more than one PROPOSER.
3. Request additional information and/or clarification from the PROPOSERS.
4. Reject any or all proposals, permit the timely correction of errors, or waive minor deviations.
5. Supplement, amend, or otherwise modify this RFP, and to withdraw this RFP, with or without the substitution of another RFP.
6. Extend the time for submittal of this RFP.
7. Short-list any or all proposals and schedule oral presentations by the PROPOSERS.
8. Modify the length of the CONTRACT term and associated renewal options.
9. Conduct all investigations and background checks as deemed necessary.
10. Negotiate best and final offers with PROPOSERS.
11. Take whatever other action it deems in its best interest.

The CITY may still consider proposals that contain provisions that deviate slightly from the requirements in this RFP, in the event the deviation(s) are not considered material. However, in the event that PROPOSER is awarded the CONTRACT, the PROPOSER shall be in full compliance with the objectives described herein. This RFP does not obligate the CITY or any of its member agencies to accept any proposal, negotiate with any PROPOSER, award a contract, or proceed with the development of any project proposed in response to this RFP.

6.28 Acceptance of Terms and Conditions

Submission of a proposal shall constitute acknowledgement of acceptance of all terms and conditions hereinafter set forth in this RFP unless otherwise expressly stated here in. All proposals must be submitted in writing and must include all required documents including forms, attachments, and other specifications.

ARTICLE 7 - STANDARD PROVISIONS FOR CITY CONTRACTS (LEGAL REQUIREMENTS)

All PROPOSERS are required to adhere to the CITY'S Standard Provisions for City Contracts (Rev. 9/22) [v.1] (Attachment I). Each proposal shall submit the relevant completed forms, also included in Attachments.

7.1 Insurance Requirements

The selected PROPOSER will be required to maintain for the duration of the CONTRACT and provide certification of insurance coverage(s) in the following types and amounts as specified by the CITY'S Risk Manager and the BOARD:

- (a) General Liability \$1,000,000

(b) Workers' Compensation	
Employer's Liability Insurance	\$1,000,000
(c) Automobile Liability	\$1,000,000

All PROPOSERS, as part of their proposal, are required to provide a notarized declaration from their insurance carrier(s) that their firm is able to obtain insurance coverage in the limits stated above. Information on how to submit proof of insurance to the CITY, along with conditions for acceptance of self-insurance is included in Attachment C. The CITY'S Risk Management, CAO Office, will determine actual insurance coverage at the time a specific proposal is accepted.

7.2 Current Los Angeles City Business Tax Registration Certificate Required

For the duration of the CONTRACT, the CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by the 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.

7.3 Non-Collusion

Each proposal shall contain the following statement signed by a legally authorized officer of the PROPOSER. "This proposal is genuine and not sham or collusive or intended to be withdrawn once submitted for evaluation in the RFP selection process or during consideration for contract award, nor made in the interest or in behalf of any person herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the Proposer has not in any manner sought by collusion to secure himself an advantage over any other Proposer." (see Attachment G).

7.4 Los Angeles Residence Information

It is the policy of the CITY to require all PROPOSERS or individuals seeking Contracts with the CITY to report the headquarters address of the company and declare the percentage of the work force residing in the CITY. Proposals shall include the following information:

- Organization headquarters address
- Addresses of all branch offices located within the CITY
- Number of employees in the total workforce
- Percentage of total workforce residing in the CITY
- Percentage of total workforce employed in the CITY
- Number of employees in each Los Angeles branch offices

- Percentage of work force in each Los Angeles branch office residing in the CITY

See Attachment F for sample form.

7.5 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 Contracts held by the bidder or any affiliated entity during the preceding ten (10) years. PROPOSERS shall complete and return the Contract History form included in [Attachment J](#).

7.6 Nondiscrimination/Equal Employment Opportunity/Affirmative Action (Non-Construction and Construction)

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

All contracts (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of the Los Angeles Administrative Code Section 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 the Los Angeles Administration Code Section 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.

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

7.7 Business Inclusion Program (BIP) Outreach Requirements

This RFP is subject to the City of Los Angeles' BIP Outreach Requirements included in Attachment D of this RFP. Performance of a BIP Outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE) and Other Business Enterprise (OBE) subcontractors must be completed utilizing RAMP, www.rampla.org.

For the purpose of this RFP, the CITY has set overall anticipated participation levels of two percent (2%) MBE, two percent (2%) WBE, two percent (2%) SBE, two percent (2%) EBE, two percent (2%) DVBE, and two percent (2%) LGBTBE. LGBTBE is for statistical tracking purposes. All PROPOSERS must perform a BIP Outreach as described in Attachment D to reach out to available MBE, WBE, SBE, EBE, DVBE, and OBE SUBCONTRACTORS. PROPOSERS will not be able to utilize RAMP's BIP Outreach notification function less than fifteen (15) CALENDAR DAYS prior to the RFP response submittal deadline. **Failure to comply with the CITY'S BIP Outreach requirements by the deadline will render the proposal non-responsive.**

The following NAICS Codes have been identified as work areas for which subcontracting outreach must be performed:

- Environment, Conservation and Wildlife Organization (813312)
- Civic and Social Organization (813410)

PROPOSERS must complete their RAMP BIP Summary Sheet including the names of all the responding SUBCONTRACTORS, vendors, or equipment rental businesses that were selected or not selected to perform work, including but not limited to the area shown in the Scope of Work section of this RFP. This list must also include an explanation of the evaluation that led to any subcontract that was rejected, and the explanation for rejection must have been communicated to the SUBCONTRACTOR/vendor using RAMP.

Respondents to this RFP will have until 4:30 pm of the following CITY working day after the RFP response submittal date to complete the RAMP-generated BIP Summary Sheet with the entries of the bids and quotes from all selected and non-selected subcontractors/vendors. **Failure to comply with the CITY'S BIP Outreach requirements by the deadline will render the proposal non-responsive.**

PROPOSERS are also required to complete the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A) and submit it with the RFP. The PROPOSER must include on the Schedule A the names, addresses, telephone numbers, contact persons and dollar value of the subcontract of all of the selected firms, and a complete description of the supplies and/or the work to be provided by each firm.

PROPOSERS must have a bid/quote from each SUBCONTRACTOR listed on their Schedule A prior to submission of the Schedule A. PROPOSERS are encouraged to submit all of their bids/quotes from all responding SUBCONTRACTORS at the time they modify their RAMP BIP Summary Sheet by uploading them to the “BIP Supporting Documents” section. Copies of the subcontracts from ALL responding MBE/WBE/SBE/EBE/DVBE/OBE firms must be submitted prior to the award of the CONTRACT.

During the term of the CONTRACT, the PROPOSER must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) with each invoice.

Upon completion of the project, a summary of SUBCONTRACTOR utilization shall be prepared on the “Final Subcontracting Report” form (Schedule C) and certified as correct by the CONTRACTOR or its authorized representative. The completed form shall be furnished to LASAN within 15 working days after completion of the CONTRACT.

PROPOSERS who have questions or who require assistance with the BIP requirements should contact John Pattison in LASAN’s Centralized Contracts Unit at john.pattison@lacity.org.

Please refer to Attachment D for the BIP Outreach Requirements.

7.8 Worker Retention Ordinance/Living Wage 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 \$25,000 and a term of at least three (3) months, lessees and licensees of CITY property, and certain recipients of CITY financial assistance, shall comply with the provisions of Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO).

PROPOSERS who believe that they meet the qualifications for one (1) of the exemptions shall 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 (OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the Bureau of Contract Administration website at <https://bca.lacity.org>.

7.9 Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO)

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), PROPOSERS are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on RAMP at www.rampla.org. PROPOSERS are responsible for creating a RAMP profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

Equal Benefits Ordinance (EBO):

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

All PROPOSERS shall complete and submit the Equal Benefits Ordinance Compliance Affidavit available on RAMP residing 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 (3) years from the date it is first uploaded onto the CITY'S RAMP. PROPOSERS do not need to submit supporting documentation with their proposals. However, the CITY may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

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

First Source Hiring Ordinance (FSHO)

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

All PROPOSERS shall complete and electronically sign the FSHO Compliance Affidavit available on RAMP residing at www.rampla.org prior to award of a CITY contract. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the CITY'S RAMP.

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

7.10 Contractor Responsibility Ordinance

PROPOSERS are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). PROPOSERS shall refer to Attachment A, "Contractor Responsibility Ordinance," for further information regarding the requirements of the Ordinance.

All PROPOSERS shall complete and return, with their proposal, the Responsibility Questionnaire included in the Attachment. Failure to return the completed Questionnaire may result in a PROPOSER being deemed non-responsive.

7.11 Disclosure Ordinances Affidavit

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 RFP 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.

You must register on rampla.org to access the updated Disclosure Ordinances Affidavit web form. The web form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The web form should be completed and submitted by the time of RFP submission.

The web form will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for CONTRACT award. Proposers/Bidders seeking additional information regarding the requirements of the SDO and DBWCO may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

7.12 Municipal Lobbying Ordinance

Any Proposer for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section

10.40.1, shall submit with its bid a certification, in a form prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection. The Municipal Lobbying Ordinance and Bidder Certification CEC Form 50 can be found in [Attachment H](#).

7.13 Child Support Assignment Orders

The 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, the CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the 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 the 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 the CONTRACT. Failure of the CONTRACTOR or principal owner to cure the default within 90 days of the notice of default will subject the CONTRACT to termination for breach. Any subcontract entered into by the CONTRACTOR for work to be performed under the CONTRACT must include an identical provision.

7.14 Access and Accommodations

The CONTRACTOR represents and certifies that:

- A. The 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. The 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. The 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 the 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.

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

7.15 Conflict Of Interest

Names of entities associated with the PROPOSER who may have a conflict of interest with any activity of this project should be included in the proposal. Provide details and reasons. PROPOSERS are subject to disqualification on the basis of conflict of interest as determined by the CITY.

7.16 Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if the CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, the 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 the CITY to terminate the 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 the 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 the 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."

The Bidder Certification CEC Form 55 can be found in [Attachment K](#).

7.17 Contractor Performance Evaluation Ordinance

At the end of the AGREEMENT, 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 AGREEMENT. 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 AGREEMENT. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (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 service contracts.

7.18 Local Business Preference (LBP) Program

PROPOSERS are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference (LBP) Program which was designed to increase local employment and expenditures in the local private sector. All PROPOSERS are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant an additional eight (8) percent of the total possible evaluation points added to their evaluation score to PROPOSERS who are certified as LBE firms. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two (2) percent reduction of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of twelve percent. Additionally, all non-LBE Proposers may be granted an additional percent, up to a total of five (5) percent, of the total possible evaluations points added to their evaluation score for each of those certifications, for every ten (10) percent of their proposal that is to be performed by a LBE, LSB, and/or LTE subcontractor.

Preference shall only be awarded to a certified LBE Proposer when the services provided under the CONTRACT are directly provided by its employees whose primary work location is in Los Angeles County. Preferences shall only be awarded for equipment, goods, or materials when the certified LBE Proposer acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods, or materials (not less than two thirds of the time), at a business location in the Los Angeles County.

Please refer to Attachment L for additional information regarding the LBP Program.

7.19 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals 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 (Attachment M).

7.20 Contractor's Use of Criminal History for Consideration of Employment Application

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

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

7.21 COVID-19 Vaccination Requirements

Employees of the 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 this AGREEMENT (collectively, "In-Person Services"). "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, the 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 this AGREEMENT. The CONTRACTOR shall grant medical or religious exemptions to Contractor Personnel as required by law.

7.22 Contractor Data Reporting

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 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”). 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 City.

APPENDIX LIST OF ATTACHMENTS

Attachment A:	Contractor Responsibility Ordinance
Attachment B:	City Business Tax Registration
Attachment C:	Insurance and Bonds
Attachment D:	Business Inclusion Program Outreach Requirements (or BIP waiver if applicable)
Attachment E:	Living Wage Ordinance and Worker Retention Ordinance
Attachment F:	Los Angeles Residence Information Form
Attachment G:	Non-Collusion Affidavit
Attachment H:	Municipal Lobbying Ordinance/ Bidder Certification CEC Form 50
Attachment I:	Standard Provisions for City Contracts
Attachment J:	City of Los Angeles Contract History form
Attachment K:	Contract Bidder Campaign Contribution and Fundraising Restrictions/ Bidder Certification CEC Form 55
Attachment L:	Local Business Preference Program
Attachment M:	Iran Contracting Act of 2010