

DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JULY 26, 2024

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS AND NEGOTIATE
CONTRACT(S) FOR THE HYPERION WATER RECLAMATION PLANT OUTFALLS
INSPECTIONS (W.O. #S10FPURC)

RECOMMENDATIONS

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

1. Distribute and advertise the transmitted Request for Proposals (RFP) for The Hyperion Water Reclamation Plant (HWRP) Outfalls Inspections.
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 The HWRP Outfalls Inspections.

DISCUSSION

Request for Proposals (RFP)

This RFP is a solicitation for proposals from experienced contractors to provide services for and related to the annual inspection of HWRP's outfalls, including removal of marine growth on the outfall diffuser ports, as-needed repair and cleaning of the outfalls, preparation of written reports based on the inspections, and other as-needed diving services for HWRP. The selected contractor(s) will provide professional divers and/or remote vehicle(s) to perform annual surveys and inspections of the 1-Mile Outfall, the 5-Mile Outfall, and the 1-Mile Outfall Diversion Structure and Surge Chamber. The selected contractor(s) will also provide other diving services requested by the City, including surveys and inspections of the 7-Mile Outfall and internal inspections of the 1-Mile and 5-Mile Outfall on an as-needed basis, in accordance with the rate schedule set forth in the contract.

Each year after completing the inspections, the contractor shall provide final inspection reports, presentations, and video documentation of the inspections to LASAN. The inspections and surveys of the outfalls will provide City staff with a comprehensive analysis of the current condition of each outfall, including all components and sections.

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Background

LASAN operates and maintains three (3) submarine outfalls in the Santa Monica Bay to dispose of treated wastewater from HWRP: the 1-Mile Outfall, the 5-Mile Outfall, and the 7-Mile Outfall. The 5-Mile Outfall is the principal disposal means for HWRP effluent. The 1-Mile Outfall is used solely during emergencies (i.e., when the Hyperion Effluent Pumping Plant experiences power outages and discharge flow exceeds the 5-Mile Outfall gravity flow capacity), or during planned maintenance of the 5-Mile Outfall. The 7-Mile Outfall ceased discharging digested sludge and became inactive as of November, 1987. Although not currently used, the 7-Mile Outfall is listed in HWRP's existing Los Angeles Regional Water Quality Control Board (LARWQCB) National Pollutant Discharge Elimination System (NPDES) Permit Number CA0109991, and is an irreplaceable asset for LASAN.

Both the U.S. Environmental Protection Agency (USEPA), Region IX, and the California Regional Water Quality Control Board (LARWQCB) require, as part of HWRP's NPDES permit, annual surveys and inspections of the 1-Mile Outfall, 5-Mile Outfall and the 1-Mile Surge Chamber and Diversion Structure. These inspections and surveys will also assist City staff in determining the structural integrity of the outfalls, flow distribution through the outfall diffuser ports, and the impact of treated plant effluent on marine life. The inspections will also help City staff determine the need for cleaning and repair of the outfalls.

The professional diving and undersea video recording services provided by the contractor are of an expert and technical nature. The current service contract (C-132310) with Ballard Marine Construction Inc. for these services will expire on June 30, 2025. LASAN aims to retain a contractor to provide the outfalls inspection services and maintain compliance with USEPA and LARWQCB after C-132310 expires.

Proposed Term of Contract

The contract(s) will be for a term of five (5) years with 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.

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(s) with the selected Proposer(s). Contract(s) will then be submitted to the Board, the Mayor, and the City Council for approval.

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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	Percentage
Technical Qualifications and Past Experience	35%
Cost Control	35%
Record of Past Performance	20%
Approach to Work	10%
Total	100%

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/s/>.

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 8/23/2023.

Charter Section 1022

The CAO made a Charter 1022 determination on 08/29/2023 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 18 percent Minority Business Enterprise (MBE), 4 percent Women Business Enterprise (WBE), 25 percent Small Business Enterprise (SBE), 8 percent Emerging Business Enterprise (EBE), and 3 percent Disabled Veteran Business Enterprise (DVBE), and 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.

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For BIP waivers:

The inspection services involve conducting underwater video recording and inspections of the 1-Mile and 5-Mile Outfalls on an annual basis, utilizing scuba divers and/or custom-built, one-person or remote diving submarines. The outfall inspections are highly specialized and conducted primarily by one-man or remotely operated submarine, which does not lend itself to subcontracting opportunities. The BIP outreach requirements were waived by the Mayor's office on 10/25/2023, RAMP ID No.210933.

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 staff evaluated the scope of work to be performed for this RFP and determined that, due to the highly specialized nature of the inspection work, the RFP is not suitable for a CLC opportunity. The required work includes being able to conduct ocean outfall inspections, perform outfall port marine growth removal, complete necessary outfall repair and other as-needed diving services on an as-needed basis.

Compliance with Board RFP Policy

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

(Continued on next page)

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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 Ordinance
- COVID-19 Requirements
- 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. Businesses that qualify as a Local Business Enterprise (LBE) may be granted an 8 percent increase of the total possible evaluation points to a proposer's evaluation score. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional 2 percent added to their evaluation score for each of those certifications, up to a total of 12 percent. Additionally, all non-LBE Proposers may be granted an additional percent, up to a total of 5 percent, of the total possible evaluations points added to their evaluation score for each of those certifications, for every 10 percent of their proposal that is to be performed by a LBE, LSB, and/or LTE subconsultant.

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 Hyperion Water Reclamation Plant, LASAN.

PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

The project budget was approved by PRD on December 16, 2020 in the amount of \$1,891,540 for the contract term, including renewal term.

STATUS OF FINANCING

There is no impact to the General Fund. The total funding for this project is not to exceed \$1,891,540. No funding is required this fiscal year. Funding sources may include, but are not limited to, the Fund No. 760, Sewer Operations and Maintenance Fund.

Future appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director and General Manager of LASAN.

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

FUTURE ACTIONS

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

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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 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.

(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 \(Jul 3, 2024 15:07 PDT\)](#)

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 \(Jun 14, 2024 10:10 PDT\)](#)

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

Prepared by:
Stephen Opot, HWRP
(310) 648-5323

Request for Proposals

For

**THE HYPERION WATER RECLAMATION PLANT OUTFALLS
INSPECTIONS**



**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LA SANITATION AND ENVIRONMENT
Barbara Romero, Director and General Manager
HI-SANG KIM, ACTING ASSISTANT DIRECTOR**

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

**Request for Proposals for The Hyperion Water Reclamation Plant Outfalls
Inspection**

This Request for Proposals (RFP) is a solicitation for proposals from experienced contractors to provide the City of Los Angeles, Department of Public Works, LA Sanitation and Environment (LASAN) [services relating to the outfalls at Hyperion Water Reclamation Plant \(HWRP\), including annual inspections of the outfalls, removal of marine growth on the outfall diffuser ports, as-needed repair and cleaning of the outfalls, plus other as-needed services, including diving services.](#) The Proposals must be submitted in accordance with the requirements set forth in this document.

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: [Hyperion Water Reclamation Plant
Environmental Learning Center
Second Floor
12000 Vista Del Mar
Playa Del Rey, CA 90293](#)

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 at the pre-proposal meeting; however, only written responses to submitted 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 or by email to:

[Stephen Opot](#)
**City of Los Angeles
LA Sanitation and Environment**

**Hyperion Water Reclamation Plant
Pregerson TSF, 3rd Floor
12000 Vista Del Mar
Playa Del Rey, CA 90293
stephen.opot@lacity.org**

Tel : (310) 648-5323

**PROPOSAL DUE DATE:
[INSERT DATE] BY [INSERT TIME] PST**

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 **six (6)** copies (total of 7 sets) of all materials must be received by **2:00 PST** on the proposal due date, PDF copies may be submitted by email. 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 and by the due date noted above. Proposals received after the exact date and time indicated will be deemed non-responsive and will be excluded from consideration. The only proof of timely receipt will be the official date/time stamp entered on the proposal envelope by LASAN. Postmarks are not acceptable as proof of timely receipt. 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.

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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 CONTRACTOR for the services requested in this RFP
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BOARD	The Board of Public Works of the City of Los Angeles
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CALENDAR DAY	Each day beginning at 12:01 AM and ending twenty-four (24) hours thereafter at 12:00 AM midnight
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CITY	The City of Los Angeles, BOARD 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.
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CITY PROJECT MANAGER	The CITY'S designated representative for all issues related to the CONTRACT.
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CONTRACTOR	The PROPOSER(s) selected by the CITY through the evaluation process for this RFP.
------------	---

CONTRACTOR PROJECT MANAGER	The CONTRACTOR'S designated representative for all issues related to the CONTRACT.
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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
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LASAN	LA Sanitation and Environment/The Bureau of Sanitation of the Department of Public Works, of the City of Los Angeles
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
PROPOSER	A vendor who has submitted a proposal for evaluation in response to this Request for Proposals (RFP) for the Hyperion Water Reclamation Plant Outfalls Inspection
RFP	This Request for Proposals
SUBCONTRACTOR	Any contractor, supplier, or vendor who is subcontracted by the selected PROPOSER to work on a CONTRACT.

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 operates and maintains (3) submarine outfalls in the Santa Monica Bay for the disposal of treated wastewater from the Hyperion Water Reclamation Plant (HWRP): the 1-Mile Outfall, 5-Mile Outfall, and 7-Mile Outfall). The 5-Mile Outfall is currently the principal disposal means for HWRP effluent. The 1-Mile Outfall is utilized only during preventative maintenance of the 5-Mile Outfall or during emergencies, for the discharge of plant effluent when the pumps at the plant's Effluent Pumping Plant cannot be used to pump discharge flow that exceed the gravity flow capacity of the 5-Mile Outfall. The 7-Mile Outfall ceased discharging digested sludge and became inactive in November 1987. Although not currently used, the 7-Mile Outfall is listed under HWRP's existing Los Angeles Regional Water Quality Control Board National Pollutant Discharge Elimination System (NPDES) Permit Number CA 01909991, and is an irreplaceable asset for LASAN.

Treated effluent from the secondary clarifiers travels through channels that pass cross and interface with the 1-Mile Diversion Structure and Surge Chamber on

their way to the Effluent Pumping Plant, from where it is discharged through the 5-Mile Outfall. If any one of the three Diversion Structure gates are opened (either because of planned maintenance or an emergency), the effluent discharges into the sump area of the Diversion Structure. Once the sump level fills, effluent will overflow down to the Surge Chamber, from where it will discharge to the ocean through the 1-Mile Outfall.

HWRP's National Pollutant Discharge Elimination System (NPDES) Permit, issued by the U.S. Environmental Protection Agency, Region IX, and California Regional Water Quality Control Board, Los Angeles Region (LARWQCB) requires annual external inspections of the 1-Mile Outfall, the 5-Mile Outfall and the 1-Mile Diversion Structure and Surge Chamber. External inspection of the 7-Mile outfall is performed on an as-needed basis. The inspections of the outfalls and Diversion Structure and Surge Chamber must be memorialized in a written report, supported by underwater video footage and/or photographic images, that provides a description of the observed, external conditions of each outfall, from shallow water to respective termini. The pertinent inspection reports will assist CITY staff in evaluating parameters such as: structural integrity; diffuser-port flow distribution; the need for cleaning and repair; and the impact of treated, plant effluent on marine life in the surrounding area.

Outfall construction drawings and specifications can be inspected by a prospective service contractor and/or consultant in preparation of a proposal for this RFP by visiting the City of Los Angeles website (<http://engvault.lacity.org>). The plans and specifications are on file at the Hyperion Water Reclamation Plant, 12000 Vista Del Mar, Playa del Rey, CA 90293.

1.3.2 RFP Objectives

In issuing this RFP, the City is looking for the most qualified proposer(s) to conduct inspections of the HWRP outfalls, including the 1-mile diversion structure, surge chamber, and all related services. Specifically, the CITY is seeking proposer(s) who can provide qualified, professional diving and video recording services for conducting annual underwater inspections of HWRP's 1-Mile Outfall, 5-Mile Outfall, and 1-Mile Surge Chamber and Diversion Structure, as well as any other diving services related to HWRP on an as-needed basis. The 1-Mile Outfall, 5-Mile Outfall, and 1-Mile Diversion Structure and Surge Chamber annual inspections will be conducted, per the HWRP NPDES Permit, to evaluate the integrity of the outfall structures. Services provided will include, but not be limited to, the following: submittal of video recordings, photographs, comprehensive written reports, and provisions for diving services on an as-needed basis.

In their proposals, PROPOSERS shall describe their technical approach to the inspections.

The proposed inspection and survey can use either a custom-built submarine, a remotely operated vehicle (ROV), or human divers. Each diver and/or underwater

vehicle shall be equipped with high-resolution, color video camera that is also capable of taking digital, still pictures.

Proposals are to be submitted at a substantial level of detail and completeness, including rate and pricing to allow evaluation by the selection team on a technical, environmental, financial, and reliability basis.

Based on the evaluation of the proposals, the review committee will make recommendations to pursue any or all of the following actions:

- A. Interview qualified proposers.
- B. Request additional information.
- C. Negotiate a contract(s) based solely on selected proposal(s).
- D. Enter into simultaneous negotiations with more than one proposer.
- E. Negotiate a contract on the basis of additional information supplied by a proposer.
- F. Select more than one proposer.
- G. Reject any or all proposals.
- H. Select or reject individual components of any proposal.
- I. Conduct all investigations and background checks deemed necessary for adequate evaluation, including site visits and equipment inspections.

Outfall inspection services shall be furnished to LASAN, at the Hyperion Water Reclamation Plant (HWRP), 12000 Vista Del Mar, Playa Del Rey, CA 90293.

Any resulting contract(s) generated through this RFP process will have a term of five (5) years with one (1) five-year renewal option, which shall commence after contract negotiation.

ARTICLE 2 – SCOPE OF SERVICES

The proposed scope of work required for Outfall Inspections and Diving Services will include, but not be limited to the following:

2.1 5-Mile Outfall Annual Inspection

The HWRP 5-Mile Outfall was designed in 1957, put into service in 1960, and is currently the principal means of discharging treated HWRP effluent to the ocean. The 5-Mile Outfall discharges effluent through a 12-foot diameter, five-mile reinforced concrete discharge pipe. Two systems, a gravity-flow system and a pumped-flow system, discharge effluent through the Effluent Pumping Plant (EPP) into the 5-Mile Outfall. The gravity and pumped-flow systems are arranged in parallel from the plant wet well so that both systems feed into the 5-Mile Outfall. The tide level, total plant flow, and other factors along the 5-Mile Outfall dictate which of these two systems will be used. The 5-Mile Outfall has a peak pumping capacity of 900 MGD, but the normal discharge flow rate is around 280 to 300 MGD. The main outfall section is constructed of 144-inch diameter, reinforced concrete pipe, ending at a depth of 190 feet. The 144-inch-diameter outfall begins at the junction of the gravity flow line and the effluent pump

discharge line at the northwest corner of the EPP building. The inshore portion of the 5-Mile outfall is covered with sand, rocks and ballast. The mid and offshore section of the line is covered with underwater growth such as algae and Hydroids. The main pipe ends at the WYE, where it splits into two diffuser legs, extending into a Y-pattern from the end.

The main components of the HWRP 5-Mile outfall are described below:

Main Barrel: The main barrel is a 144-inch, inside-diameter (ID), reinforced concrete pipe (RCP), and is approximately 5 miles in length, with one gas release vent port at its end. The wall thickness ranges from ten (10) to fifteen (15) inches, with two layers of circumferential reinforcing steel. The original design plans indicate that the pipe was capable of withstanding a maximum net internal pressure from 30 to 53 psi, starting at the Effluent Pumping Plant and continuing to the WYE structure.

WYE Structure: The WYE structure was constructed within a 40-ft diameter caisson and connects the main barrel with the two diffuser legs. This structure, which has an access opening and a bulkhead gate structure, was constructed using steel plates and has a cement lining and coating.

Diffuser Leg: There are two diffuser legs which start at the WYE structure and radiate approximately 4,000 feet into the ocean, ending at a depth of roughly 200 feet. Approximately 2,400 feet of the diffuser legs were constructed of 102-inch, ID, RCP. The remaining 1,600 feet of the diffuser legs were constructed of 72-inch, ID, RCP. Each diffuser leg contains 83 effluent ports and 2 air-vent ports. Refer to Attachment 4 “5-Mile Outfall Diagram”. Original design plans indicate maximum net internal pressure, along the length of a diffuser leg, varies from 17 to 13 psig.

Diffuser Port: There are 83 diffuser ports in each diffuser leg of the 5-Mile Outfall. There are 3 sizes of diffuser ports starting out at 6.75-inch diameter near outlet of the WYE structure, graduating up to 7.75-inch diameter and then to 8.35-inch diameter closest to the end structures. Refer to Attachment-4 “5-Mile Outfall Diagram”.

The annual inspection tasks of the 5-Mile Outfall shall consist of the following:

Task 2.1-1 Perform a visual inspection at mid-point vicinity of the Northern diffuser leg. This location is referred to as station Z-1 and has the coordinates 33°54’53”N, 118°31’30”W, as described in the HWRP NPDES permit. The inspection shall determine the thickness of any “cloud” of unsettled solids, ocean-bottom flora or fauna by way of general observations, digital images and /or film documentation of the diffuser pipeline and surrounding ocean bottom. A remote control vehicle, submersible, submarine, or scuba divers may be used for this task.

Task 2.1-2 Perform visual examination of all 166 diffuser ports (83 ports on each leg) on both the Northern and Southern legs for obstructions (or lack of),

leaks, and flow distribution. The examination shall include digital and/or film documentation of each effluent port. This inspection will cover both sides (onshore and offshore sides) of each diffuser leg and will provide digital images to identify diffuser port anomalies. A remote control vehicle, submersible, submarine, or scuba divers may be used for this task.

Task 2.1-3 Examine the diffuser legs, WYE, and main barrel sections denoted as the Offshore, Mid-Section and Inshore sections. Examine, photograph, and report on the marine growth, structural integrity of the pipeline, supports, ballast, re-ballasting, bulkhead ports, five (5) gas release vents, manholes, four (4) special ports, bell joint repairs, any separations, and undercutting of the concrete supports. A remote control vehicle or submersible submarine may be used for this task.

Task 2.1-4 Provide Deliverables. Within two (2) months after inspecting the outfall, the contractor shall provide a one-hour briefing with video presentation to the City of Los Angeles, Hyperion Engineering Staff at HWRP. The briefing shall include twenty (20) to forty (40) minutes digital video presentation with narrative, showing highlights and key issues of the inspection. At the same time, the contractor shall also deliver the following items:

- 1) Six (6) copies of the videos, provided on DVD, flash drive or other acceptable storage mediums
- 2) Six (6) copies of the written, annual inspection report
- 3) One (1) electronic copy of the annual inspection report, in Portable Document Format (PDF)

The annual inspection report shall incorporate clear, high quality pictures (minimum images resolution of 1920x1080i) and shall include the contractor's comprehensive findings and recommendations as outlined below:

1. Major Findings
2. 5-Mile Outfall Characteristics
3. Port Identification and Location
4. Plugged and/or Puffing Ports
5. Typical Diffuser Effluent Ports
6. Status of Four Special Effluent Ports
7. South Diffuser End Structure/Area
8. North Diffuser End Structure Area
9. South Transition Structure
10. North Transition Structure
11. Wye Structure
12. Main Barrel
13. Offshore Bell Joint Repairs
14. Epoxy Bumper Joint Separation
15. Main Barrel Re-ballasting
16. Inshore Bell Joint Repairs

In addition, the contractor shall retain copies of video records taken on this project, that are not contained in the above 20 to 40 minute DVDs provided to the CITY, and shall retain those records for ten (10) years at the CONTRACTOR's office, in the event the City requests such records in the future.

2.2 1-Mile Outfall Annual Inspection

The original 1-Mile Outfall was put into operation in 1925 but after years of natural deterioration, it was replaced in 1951. The new 1-Mile Outfall is a 144-inch diameter RCP and is approximately 5,280 feet long. It has a wall thickness of 14 inches with two layers of circumferential reinforcing steel. The first section interfaces with the HWRP effluent channel and extends 1500 feet out from the shoreline. It is encased in concrete and supported by piles spaced, between 6 and 8 feet on-center, along the length of the outfall.

The remainder of the outfall pipeline is constructed of RCP in 100-ft long sections and is supported by reinforced concrete cradles and pilings. The pipeline ends with a 300-foot long diffuser section containing six (6) side-ports and terminating with four ports on the end bulkhead. The maximum, net internal pressure of the 1-Mile Outfall pipeline is estimated at 14 psig. Refer to Attachments 1- 3 for diagram/drawings of the 1-Mile Outfall.

The 1-Mile Outfall system is now used only in the event of major malfunctions of the Effluent Pumping Plant, power outage or preventive maintenance, which would prevent complete discharge of plant effluent through the 5-Mile Outfall.

The annual inspection of the 1-Mile Outfall shall consist of the following:

Task 2.2-1 Inspect the six (6) side-ports and four (4), end-bulkhead ports. These inspections shall include general observation and digital and/or film documentation of the outfall pipelines and surrounding ocean bottom. A remote-control vehicle, submersible submarine, or scuba divers may be used for this task.

Task 2.2-2 Inspect, examine, photograph, and report on the following: marine growth, structural integrity of the pipeline, pipeline supports, pipeline ballast, re-ballasting, bulkhead ports, gas vents, manholes, bell joint repairs, and any separations or undercutting of the concrete supports. A remote control vehicle, submersible, submarine, or scuba divers may be used for this task.

Task 2.2-3 Provide Deliverables. Within two (2) months after inspecting the outfall, the contractor shall provide a one-hour briefing with video presentation to the Engineering Staff at HWRP. The briefing shall include twenty (20) to forty (40) minutes digital video presentation with narrative, showing highlights and key issues of the inspection. At the same time, the contractor shall also deliver the following items:

1. Six (6) copies of the videos, provided on DVD, flash drive or other acceptable storage mediums

2. Six (6) copies of the written, annual inspection report
3. One (1) electronic copy of the annual inspection report, in Portable Document Format (PDF)

The annual inspection report shall incorporate clear, high quality pictures (minimum images resolution of 1920x1080i) and shall include the contractor's comprehensive findings and recommendations as outlined below:

1. Major Findings
2. Diversion Structure and Surge Chamber Characteristics
3. General Observations including any collection of debris within the diversion structure and surge chamber
4. Plugged and/or Puffing Ports
5. Typical Diffuser Effluent Ports
6. Diffuser End Structure/Area
7. Main Barrel
8. Offshore Bell Joint Repairs
9. Epoxy Bumper Joint Separation
10. Main Barrel Re-ballasting
11. Inshore Bell Joint Repairs

In addition, the contractor shall retain copies of the video records taken on this project that are not contained in the above 20 to 40 minutes DVDs provided to the CITY, and retain those records for 10 years at the CONTRACTOR's office in the event the City requests such records in the future.

2.3 7-Mile Outfall Inspection (on as-needed basis)

The 7-Mile Outfall, inactive since November 1987, was formerly used to discharge digested sludge. This outfall consists of a 20-inch diameter pipeline, 6.74 miles long and terminates 300 feet below the ocean surface in a deep, submarine canyon. Although this outfall is not currently used, it is listed in Hyperion's existing NPDES Permit Number CA0109991, as issued by the Los Angeles Regional Water Quality Control Board.

Any as-needed inspection of the 7-Mile Outfall shall consist of the following:

Task 2.3-1 In the vicinity of the end-point of the outfall (point E-6 as referenced in the NPDES permit, 33°55'33"N, 118°33'27"W), the CONTRACTOR shall inspect this area to determine the thickness of any "cloud" of unsettled solids and ocean bottom flora and fauna. These inspections include general observation and digital and/or film documentation of the outfall pipelines and surrounding ocean bottom. A remote control vehicle, submersible, submarine, or scuba divers may be used for this task.

Task 2.3-2 Inspect all discharge ports. These inspections shall include general observation and digital and/or film documentation of the outfall ports and surrounding ocean bottom. A remote control vehicle, submersible submarine, or scuba divers may be used for this task.

Task 2.3-3 Inspect, examine, photograph, and report on the marine growth, structural integrity of the pipeline, pipeline supports, pipeline ballast, re-ballasting, bulkhead ports, manholes, joint repairs, separations, and undercutting of the ballast and supports. A remote control vehicle or submersible submarine may be used for this task.

Task 2.3-4 Provide Deliverables. Within two (2) months after inspecting the outfall, the contractor shall provide a one-hour briefing with video presentation to the Engineering Staff at HWRP. The briefing shall include a twenty (20) to forty (40) minute digital video presentation with narrative, showing highlights and key issues of the inspection. At the same time, contractor shall also deliver the following items:

1. Six (6) copies of the videos, provided on DVD, flash drive or other acceptable storage mediums
2. Six (6) copies of the written, annual inspection report
3. One (1) electronic copy of the annual inspection report, in Portable Document Format (PDF)

The annual inspection report shall incorporate clear, high quality pictures (minimum images resolution of 1920x1080i) and shall include the contractor's comprehensive findings and recommendations as outlined below:

1. Major Findings
2. 1-Mile Outfall Characteristics
3. Port Identification and Location
4. Plugged and/or Puffing Ports
5. Typical Diffuser Effluent Ports
6. Diffuser End Structure/Area
7. Main Barrel
8. Offshore Bell Joint Repairs
9. Epoxy Bumper Joint Separation
10. Main Barrel Re-ballasting
11. Inshore Bell Joint Repairs

In addition, the contractor shall retain copies of the video records taken on this project, that are not contained in the above 20 to 40 minute DVDs provided to the CITY, and to retain those records for ten (10) years at the CONTRACTOR's office in the event the City would request such records in the future.

2.4 1-Mile Outfall Diversion Structure and Surge Chamber Inspection

Hyperion Water Reclamation Plant uses the 1-Mile Outfall for emergency discharge of plant effluent to the ocean whenever the Effluent Pumping Plant (EPP) and the 5-Mile Outfall are unable to handle all the flow in the case of unusual situations.

The 1-Mile outfall is directly connected to the bottom of a 29' (W) x 67' (L) x 54' (H) concrete structure, called the Surge Chamber. Two secondary effluent channels collect effluent from the plant's secondary clarifiers. These channels run from south to north, head toward the EPP, cross the Surge Chamber, and interface with the 1-Mile Outfall Diversion Gates Structure just north of the Surge Chamber. By opening any one of the three Diversion Structure gates, plant effluent will discharge into the sump area of the Diversion Structure. The bottom of the sump is at Elevation 1.16 ft. Once the sump level rises in elevation above 8.83 ft., water will overflow down to the Surge Chamber, to then discharge to the 1-Mile Outfall.

The Surge Chamber has a 6' x 8' opening access located on top of the south/east corner of the surge chamber. The invert elevation of the 1-Mile Outfall that connected to the surge chamber is at elevation -14.97 ft. and the top of the surge chamber is at elevation 41.16 ft. The total surge chamber area required for inspection is about 1,942 square ft.

The 1-Mile Outfall Diversion Structure and Surge Chamber shall be internally inspected a minimum of once per year prior to the beginning of the rainy season (defined as between October 15th of each year to April 15th of the following year) and prior to any planned discharges from the 1-Mile Outfall during preventative maintenance or capital improvement projects. Inspections shall include general observation including any collection of debris within the diversion structure and surge chamber

The 1-Mile Outfall Diversion Structure and Surge Chamber shall be visually inspected by a diver, manned submarine, or remotely operated vehicle. A summary report of the inspection findings shall be provided. This written report, augmented with videographic and/or photographic images, will provide a description of the observed condition of the diversion structure and surge chamber.

The annual inspection of the 1-Mile Outfall Diversion Structure and Surge Chamber shall consist of the following:

Task 2.4-1 Inspect the Diversion Structure. Inspections will include completing a general observation of the structure and the collection of debris within the Diversion Structure. A remote control vehicle, submersible submarine, or scuba divers may be used for this task.

Task 2.4-2 Inspect the Surge Chamber. Inspection will include completing a general observation of the structure and the collection of debris within the Surge Chamber. A remote control vehicle, submersible submarine, or scuba divers may be used for this task.

Task 2.4-3 Provide Deliverables. Within two (2) months after inspecting the diversion structure and surge chamber, the contractor shall provide a one-hour briefing with video presentation to the Engineering Staff at HWRP. The briefing shall include a twenty (20) to forty (40) minute digital video presentation with

narrative, showing highlights and key issues of the inspection. At the same time, contractor shall also deliver the following items:

1. Six (6) copies of the videos, provided on DVD, flash drive or other acceptable storage mediums
2. Six (6) copies of the written, annual inspection report
3. One (1) electronic copy of the annual inspection report, in Portable Document Format (PDF)

The annual inspection report shall incorporate clear, high quality pictures (minimum images resolution of 1920x1080i) and shall include the contractor's comprehensive findings and recommendations as outlined below:

1. Major Findings
2. Diversion Structure and Surge Chamber Characteristics

In addition, the contractor shall retain copies of the video records taken on this project, that are not contained in the above 20 to 40 minute DVDs provided to the CITY, and to retain those records for ten (10) years at the CONTRACTOR's office in the event the City would request such records in the future.

ARTICLE 3 - GENERAL REQUIREMENTS FOR RESPONDING TO RFP

Each proposal shall be submitted according to the following guidelines, and must also comply with the requirements outlined in Article 5 . 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. The only proof of timely receipt will be the official date/time stamp entered on the proposal envelope by LASAN. Postmarks are not acceptable as proof of timely receipt.

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:	10:00 AM PST
LOCATION:	Hyperion Water Reclamation Plant Pregerson TSF, 3 rd Floor 12000 Vista Del Mar Playa del Rey, CA 90293
ATTENTION:	Stephen Opot, Environmental Engineer

Please allow sufficient time to check-in with building security when attending the pre-proposal meeting and when submitting a proposal.

3.2

Proposal Originals

All proposal originals shall:

1. Be unbound and photocopy ready;
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 THE HYPERION WATER RECLAMATION PLANT OUTFALL INSPECTIONS"
4. Not to 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;
7. Include all original signatures.

3.3

Proposal Copies

In addition to the one (1) original of the entire proposal, as set forth above, PROPOSERS shall also submit:

- Six (6) copies of the entire proposal, labeled “COPY”.
- If applicable, one (1) of the six (6) submitted copies can be submitted as an unbound copy of the proposal with confidential material entirely blacked out, including statement of defense for actions brought against the CITY, CONSISTENT WITH 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 Section 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: 10:00 AM PST

LOCATION: [HYPERION WATER RECLAMATION PLANT](#)
[PREGERSON TSF, 3RD FLOOR](#)
[12000 VISTA DEL MAR](#)
[PLAYA DEL REY, CA 90293](#)

CONTACT: [Stephen Opot, \[stephen.opot@lacity.org\]\(mailto:stephen.opot@lacity.org\)](#)

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 at the meeting; however, only written responses to submitted questions may be considered to be part of the RFP. PROPOSERS shall direct all technical questions in writing or email to:

[Stephen Opot](#)
City Project Manager
City of Los Angeles
LA Sanitation and Environment
[Hyperion Water Reclamation Plant](#)
[12000 Vista Del Mar](#)
[Playa del Rey, CA 90293](#)
stephen.opot@lacity.org
[\(310\) 648-5323](tel:(310)648-5323)

The outside of the envelope should clearly state that it contains technical questions about the Request for Proposals to [THE HYPERION WATER RECLAMATION PLANT OUTFALL INSPECTIONS](#).

Questions pertaining to Standard City Requirements should be directed to the Department stated in the RFP.

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:

1. Title page
2. Table of Contents
3. Executive Summary
4. General Company Information and staff information
5. Technical Approach and Qualification
6. Rate Schedules
7. Deliverables

3.10.1

Title page

This page contains Proposal name, Date and Company Name.

3.10.2

Table of Contents

This section contains an index that clearly defines the contents of the proposal and identifies the information set forth in the proposal by sequential page number and by section reference number.

3.10.3

Executive Summary

The Executive Summary shall provide the highlights of the proposal, PROPOSER'S qualifications and experience, scope of work, and cost aspect of the project.

3.10.4

General company information and staff information

The proposal shall include the following information:

- Legal name and address of PROPOSER

- Corporation Background
- Names of officers legally authorized to sign the CONTRACT
- Name, Qualifications, Educational and Professional credentials and Experience of officers and staff.
- Task assignments of each staff member

3.10.5 Technical Approach and Qualification

The proposal shall provide descriptions of the following:

- Effective method(s) to complete tasks listed in Article 2, Scope of Work, including estimated time and staff required,
- Types of equipment to be used for inspecting sections of the outfalls in relative shallow and low visibility water, as well as the equipment used for inspecting sections of the outfall in relative deeper end,
- Model of high resolution color video cameras and/or equipment which shall be capable of taking still and motion pictures and able to display real time, date, and depth,
- Method and type of equipment for cleaning marine growth in 1-mile outfall diffuser ports when requested by the CITY PROJECT MANAGER or his/her designee(s),
- Availability of the key personnel who has a minimum of five (5) years of similar experience in underwater inspection for public outfall structure and in reports writing.
- Experience providing samples of the inspection reports on similar inspection projects and other related accomplishments

3.10.6 Rate Schedule

The PROPOSER should state the cost of annual outfall inspection and diving service based on the Scope of Work stated in Article 2 of this RFP and the following items:

Item 1: Proposed cost in accordance with the RFP, Article 2, Scope of Work.

Rate Schedules for Annual Outfall Inspection:

5-Mile Outfall Annual Inspection specified in Article 2.1	\$ _____
1-Mile Outfall Annual Inspection specified in Article 2.2	\$ _____
7-Mile Outfall Inspection specified in Article 2.3	\$ _____
1-Mile Outfall Diversion Structure and Surge Chamber specified in Article 2.4	\$ _____

The rate for item 1 stated above should be the lump sum payment for each outfall inspection, as specified in Article 2, and includes the cost of project preparation, equipment set up, mobilization and demobilization, all staff salaries, fringe benefits, report and video report preparation, overhead, corporation profit and all other expenses incurred by CONTRACTOR.

Item 2: Proposed rate for diving service at different depths for engineering and environmental investigative purpose and studies requested by the CITY on an as-needed basis, other than annual outfall inspections, including 1-Mile outfall diffuser ports cleaning.

Rate Schedules for As-Needed Diving Services:

\$ _____ for 1-Mile Outfall diffuser ports cleaning (remove marine growth)

\$ _____ for using each Support Vessel per (#) hours working day

\$ _____ for using Submersible per (#) hours working day

\$ _____ for each support crew per (#) hours working day

\$ _____ for each Diver per # hour day @ fifty (50) FSW and under

\$ _____ for each Diver per # hour day between fifty (50) to eighty (80) FSW

\$ _____ Rate at other depths greater than eighty (80) FSW which may require the support of a decompression chamber and any other necessary equipment to complete the diving service requested by this RFP

3.10.7 Deliverables

The proposal shall also describe the following:

- Availability of the personnel and the type and reliability of equipment used to ensure the tasks are performed and completed safely and to the satisfaction of the CITY and written reports are submitted within the due dates set by the CITY,

- Standards to guarantee quality of written inspection reports and quality of resolution of DVD video reports,
- Time required to complete tasks and deliver high quality product, and
- Procedure used to ensure that the inspection data, high quality images, and live video are properly protected, stored and analyzed.

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 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.](#)

1	Technical Qualifications and Past Experience	35%
	This includes the PROPOSER'S background, practical experience, safety, record keeping and familiarity with diving services for public works projects and tasks, the qualifications of staff personnel, and the composition of the team including MBE/WBE/SBE/EBE/DVBE/OBE sub-consultants, and local non-profit organizations.	

⌚ Cost Control 35%
This includes cost control procedures, preliminary cost estimates based on each task listed in the Scope of Work, and personnel utilization.

⌚ Record of Past Performance 20%
This includes quality of work, completion of assigned tasks on time, safety, record keeping, and the response of references

⌚ Approach to Work 10%
This includes project management and coordination methodologies, and approaches to the inspection of tasks. In addition, the team composition will be considered.

PROPOSERS receiving a score of 75% or more may be called for an oral interview to further assess their qualifications. The PROPOSER whose proposal represents the lowest ultimate cost and best overall value will be awarded the CONTRACT.

ARTICLE 5 – PROPOSER TECHNICAL AND FINANCIAL QUALIFICATIONS

PROPOSER shall clearly describe the approach and procedures that will be implemented to meet the technical requirements required for the CONTRACTOR as stated in this Article. As a minimum, all specified technical requirements must be addressed in the proposal. The PROPOSER may describe additional, alternative approaches and procedures. Note that any significant deviations from the conditions set forth in this RFP must be identified.

5.1 RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONTRACTOR

The PROPOSER must demonstrate a minimum level of (5) years direct, qualified experience conducting underwater inspections. CONTRACTOR shall perform the services described in Article 2. Such work experience must be direct, and the work must have been performed by the PROPOSER's own crews. Any above work performed by SUBCONTRACTORS for the PROPOSER will not be considered direct CONTRACTOR experience.

PROPOSER shall clearly describe the approach and procedures that will be implemented to meet the technical requirements required for the CONTRACTOR as stated in this Article. As a minimum, all specified technical requirements must be addressed in the Proposal.

5.2 MINIMUM FINANCIAL STANDARDS

Each PROPOSER must demonstrate their ability to meet the minimum financial standards (as of the RFP proposal due date and the timelines) described below:

- i. The PROPOSER must not have had any adverse judgments or bankruptcies within the last five (5) years.
- ii. The PROPOSER must not have had any adverse material changes in its financial position since the end of its most recent fiscal year.
- iii. The PROPOSER may not be in default on any material contract obligation during the previous two (2) years.
- iv. The PROPOSER must be capable of furnishing a performance bond or substitute acceptable to the CITY, in the amount of the contract awarded upon execution of the CONTRACT with the CITY
- v. The PROPOSER must have a debt-to equity ratio of no greater than four (4) to one (1).

5.3 NO GUARANTEE OF MINIMUM AMOUNT OF WORK

The services for the CONTRACT shall be requested as needed. The CITY is not obligated to any minimum or maximum quantities under the CONTRACT. Nothing in this document or elsewhere in the CONTRACT documents shall be construed as obligating the CITY to do so.

ARTICLE 6 - BUSINESS ARRANGEMENTS

The CITY may execute an AGREEMENT with the CONTRACTOR 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 **five (5) years with one (1) five (5)-year renewal option**. 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:

- 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

The CONTRACTOR will be required to maintain and provide certification of insurance and bonding coverage as specified by the Office of the City Administrator, Risk Management for the duration of the contract (refer to Attachment 3 for the proposed amounts). Forms provided by the City must be used to provide evidence of insurance and bond coverage.

(a) General Liability	\$1,000,000
(b) Workers' Compensation	
Employer's Liability Insurance	\$2,000,000
(c) Automobile Liability	\$5,000,000

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 4. The City's Risk Management, CAO Office, will determine actual insurance coverage at the time a specific Proposal is accepted.

As security for performance under the terms of this RFP and subsequent agreements, the CONTRACTOR 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, the 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 \$1,829,000 for the duration of the CONTRACT, inclusive of both the initial contract term and any potential renewal term. In the event of multiple CONTRACTS, the sum of the CONTRACT ceilings shall not exceed \$1,829,000. The CITY reserves the right to revise the cost ceiling during the negotiations phase. The CITY shall not be obligated to reimburse the selected PROPOSER for costs incurred in excess of the cost ceiling. The selected PROPOSER 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 selected PROPOSER 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 selected PROPOSER 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 selected PROPOSER 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 selected PROPOSER 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

Costs incurred by the selected PROPOSER prior to the actual date of full execution of the proposed AGREEMENT that may follow the RFP process, shall only be payable to the selected PROPOSER if said costs were incurred in completing any task specifically authorized by the proposed AGREEMENT, and said costs are reviewed and approved by the CITY, and said approval for payment occurs after the proposed AGREEMENT is fully executed. No such amount shall be due and payable until the CITY's approval. In no event shall interest be owed on any costs whatsoever incurred prior to the actual date of full execution of the AGREEMENT.

6.12 Invoice Procedures

The selected PROPOSER shall prepare an invoice on a [quarterly](#) 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 establish the monetary amount of such invoices as being allowed. 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:

[Hyperion Water Reclamation Plant](#)
[Pregerson TSF, 3rd Floor](#)
[12000 Vista del Mar](#)
[Playa del Rey, CA 90293](#)
[Attention: Stephen Opot, Environmental Engineer](#)

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

Payments shall be made upon the submission of 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 PROJECT MANAGER, 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 will 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 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.

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.

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	\$2,000,000
(c) Automobile Liability	\$5,000,000

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 Administrative 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 website at <http://bca.lacity.org>.

7.7 Business Inclusion Program (BIP) Outreach Requirements

The policy of the City of Los Angeles is to provide 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 all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of City contracts. Due to the scope of work involved for the CONTRACT, the City does not anticipate any subcontracting opportunities and consequently the BIP Outreach requirements were waived by the Mayor's Office on 10/25/23. However, PROPOSERS are encouraged to solicit and utilize Subcontractors in the event that any subcontracting opportunities do arise.

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 website 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 website 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 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 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) percent, of the total possible evaluations points added to their evaluation score for each of those certifications, for every ten 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.

The CITY is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in the Los Angeles County. PROPOSERS that qualify as a Local Business Enterprise (LBE) will be granted an additional eight (8) percent preference to their score at the time the RFP responses are evaluated. The Preference allowed by the Ordinance for the utilization of LBE SUBCONTRACTORS will not be applied to the evaluation process for the CONTRACT because actual SUBCONTRACTOR utilization cannot be determined due to the waiver of the BIP Outreach requirement.

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 Applications Ordinance

Any contract awarded pursuant to this RFP will be subject to the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors with at least 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