

BPW-2025-0065

REQUEST FOR PROPOSAL (RFP) – GRAFFITI REMOVAL SERVICES

Recommending the Board:

1. AUTHORIZE the Office of Community Beautification to release a RFP for graffiti removal services throughout the City of Los Angeles;
2. AUTHORIZE the staff of the Office of Community Beautification to evaluate proposals based upon the requirements and procedures set forth in the RFP; and
3. AUTHORIZE the Director of the Office of Community Beautification to negotiate Personal Services contracts with the highest rated and most responsive agencies, subject to approval from the Board of Public Works.

City of Los Angeles
Board of Public Works
Office of Community Beautification



Request for Proposal

Graffiti Removal & Abatement Services

Responses to this RFP must be submitted by **MARCH 1, 2025** to:

Board of Public Works
Office of Community Beautification
200 North Spring Street - Room 356
Los Angeles, CA, 90012
Attention: Paul Racs, Director

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I. PROJECT OVERVIEW

The Board of Public Works is seeking proposals from qualified contractors to remove graffiti from specified City infrastructure and private property within the City of Los Angeles. Graffiti vandalism is trending upward:

- In 2022: 29,021,468 square feet of graffiti removed from 468,575 locations in the City of Los Angeles.
- In 2023: 32,173,916 square feet of graffiti removed from 626,403 locations in the City of Los Angeles.

The goal of Office of Community Beautification (OCB) is to decrease the visibility of graffiti vandalism by proactive abatement, as well as consistent, swift response to community generated service requests via the MyLA311 system. OCB contractors are typically based in the City of Los Angeles, which facilitates services to the community. Historically, potential candidates are non-profit community-based organizations serving specific areas of Los Angeles--however, for-profit organizations may also submit proposals. OCB seeks the services of organizations that can implement best graffiti removal practices, cost efficiency, and expeditious response, while maintaining a positive presence within the communities they serve.

II. RESPONSIBILITIES

A. SCOPE OF SERVICES

The work consists of performing all operations in connection with graffiti removal from various surfaces up to twelve feet in height (12') on both City infrastructure and private property within the city limits of Los Angeles. Contractors are to inspect all surfaces to determine the appropriate method to be used for graffiti abatement. Methods of removal may include the following: painting and color matching of walls, pressure washing/sandblasting sidewalks and curbs, cleaning of signs and poles and removal of stickers from same using graffiti removal solvents or any other removal procedures determined appropriate by the City. Contractors must be careful to avoid damaging existing structures or adjacent vehicles. If damage to the existing building is caused, the contractor will be held responsible for the

repair and expense. Additionally, graffiti should be removed so that the area surrounding it constitutes a box or rectangle to minimize the appearance of any shadows. Color of existing surface should be matched as closely as possible.

B. CONTRACTOR RESPONSIBILITIES

- 1) Graffiti must be proactively removed from City infrastructure and private property surfaces. For purposes of this contract, stickers on City property are also defined as graffiti.
- 2) Contractor is responsible for bringing all substrates, painted and non-painted up to acceptable standards (resembling the surface's original state).
- 3) Contractor should match all paint colors to standards acceptable by the Office of Community Beautification.
- 4) Contractor must obtain from the entity having jurisdiction over a private property structure, the written consent of owner or the owner's authorized agent prior to removing graffiti.
- 5) Contractor shall provide all personnel, tools, equipment, supplies, transportation, supervision and incidentals necessary to perform graffiti removal.
- 6) Contractor shall respond to racist, profane or hate graffiti and priority assignments from the Office of Community Beautification within a two-hour (2) time period. Response and removal time for all other abatement requests should be within 24 to 72 hours.
- 7) Contractor shall be available by phone on a seven day, 24-hour basis for emergency call out. Contractor shall provide cellular telephones for field workers or another type of instant communication capability at all times.
- 8) Contractor shall protect all surfaces surrounding graffiti removal area from being damaged, and should leave the area clean.
- 9) Contractor shall notify the City representative immediately of any damage resulting from graffiti removal efforts.
- 10) Contractor shall fill out and maintain all Office of Community Beautification forms regarding graffiti removal.

- 11) Contractor shall have and comply with a safety program relative to Senate Bill 198.
- 12) Contractor shall provide the Office of Community Beautification with the material safety data (MSD) sheet on any or all products used.
- 13) Contractor is encouraged to submit plans that will reduce the cost of removal to the City, on an on-going basis.
- 14) Contractor shall cooperate with the public and business owners as not to interfere or disrupt their operation, traffic on streets, or pedestrian traffic.
- 15) Contractor shall ensure proper traffic control measures and pedestrian control methods when removing graffiti.
- 16) All work completed, whether requested or proactively removed, shall be entered into a graffiti database (MYLA311) as provided by the Office of Community Beautification.
- 17) Prior to the removal of graffiti, each contractor should photographically document all locations and surfaces. Upon removal, the contractor should take an additional photograph of the subsided area. Photos should be kept for a minimum of one year by date and location, and should be made available for OCB staff to review at any time. Such data can and may be used as evidence in criminal court proceedings.
- 18) Contractor may use court-referred adults or juveniles who are required to perform community service to provide graffiti removal at identified sites within the City of Los Angeles if qualified to do so.
- 19) Contractor shall provide personnel with the proper tools, supplies, equipment, transportation to and from the job site and other incidentals necessary to perform the work.
- 20) Contractor shall provide adequate supervision for court referred adults or juveniles. Supervision must include appropriate counseling as part of the job training and work experience.
- 21) Contractors shall abate graffiti seven days a week, Monday through Sunday, but are entitled to the following holidays: New Year's Day; Easter Sunday; Memorial Day; Independence Day; Thanksgiving Day; and Christmas Day.

C. OFFICE OF COMMUNITY BEAUTIFICATION RESPONSIBILITIES

- 1) The Office of Community Beautification will provide technical expertise, as well as troubleshoot any field problems that may occur.
- 2) The Office of Community Beautification will assist in obtaining prior approvals for graffiti removal from the various entities.
- 3) The Office of Community Beautification will upon complaint or emergency, may require the contractor to change priority, removal methods, or procedures.
- 4) The Office of Community Beautification will conduct unannounced inspections for quality and quantity of work performed, as well as preannounced spot checks.

D. TERMS OF CONTRACT

Contract will extend **until June 30, 2028**, unless extended by mutual agreement. The City will have the right to terminate this contract upon a seven day written notice to the contractor.

Vehicles, sand/water blasters, color-matching technology and other equipment purchased with funds under this contract should become sole property of the City, should the contract terminate for any reason.

III. PAYMENT

Contractor shall invoice the Office of Community Beautification for work performed on a monthly basis. Monthly payments should be made on a flat fee. In addition to monthly expenses, contractors should provide detailed backup documentation that includes but is not limited to the following information:

- a) Number of locations serviced
- b) Number of incidents
- c) Time spent at each location
- d) Square footage removed

Contractor shall submit Certified Payroll Records to the Office of Contract Compliance on a **weekly** basis using the City's On-Line Certified Payroll System (OCPS) throughout the term of the contract.

IV. SPECIFICATIONS FOR PROPOSAL

A complete proposal will include the following:

A) TITLE PAGE

This page should include the name of organization, local address, telephone number, name of executive director, and contact information.

B) LETTER OF TRANSMITTAL

This letter must include the firm's understanding of the work to be performed. Additionally, contractors must state why their firm believes itself to be the most qualified. A list of individuals with authority to sign an agreement for your firm must also be included (please provide their title, address, and phone number).

C) ORGANIZATIONAL PROFILE

Brief profile that describes the organization, years of experiences in graffiti removal or related work, and organizational chart.

D) REFERENCES

Contractor should submit a list of past work performed on projects of similar nature. Please include name of clients, contact information, type of project, and description of activity, dates, and photos, if available. The City reserves the right to contact the bidder's clients for reference purposes.

E) WORK PLAN

This plan should include a detailed description of the following:

- 1) Provide vehicles, crews and procedures for removal and cleanup to be used within the geographic area.
- 2) Achieve the required color matching.
- 3) Methods of removal for various types of surfaces.
- 4) Contractor safety program.
- 5) Type of communication system used to contact field workers.
- 6) Emergency procedure for call outs.
- 7) Quality control methods to be used.

- 8) List of vehicles and paint equipment (including sand/water blasters) currently in your possession that will be used for program activity.
- 9) Hours of operation and days of operation including holidays and weekends.

F) COST PROPOSAL

Contractor should provide an outline of the cost estimate demonstrating the exact amount it takes to fully fund one graffiti abatement crew. Administrative overhead, and the per crew cost of operating five crews, ten crews, and fifteen crews must also be included in the cost proposal.

G) EQUIPMENT INVENTORY

List of equipment owned and/or leased by the organization. Include make and model number for each piece of equipment and vehicle.

H) STATE LICENSES

Please submit a copy of the following California State licenses:

1. Registration with State of California Department of Industrial Relations.
2. C-33 General contractors painting license.
3. C-61/D38 Sandblasting and water blasting license.

I) NON-PROFIT STATUS

Bidders will submit documentation if they qualify as a non-profit community based organization. Preference is given to organizations which are non-profit community based organizations located within the City of Los Angeles.

V. SUBMITTAL GUIDELINES

A. SUBMITTAL OF PROPOSAL

Proposals must be submitted using the City of Los Angeles Regional Alliance Marketplace for Procurement a.k.a. RAMP, <https://www.rampla.org> on or before 5:00pm on March 1, 2025. Proposals

may be accepted or amended after this time and date if there is only one bidder and at the City's discretion.

B. RESPONSIVENESS

All proposals will be considered, but successful proposers will submit, at a minimum all documents requested above. Factors outside of what is submitted in writing will not be considered in the evaluation process.

C. INQUIRIES AND AMENDMENTS

Inquires relating to the RFP should be directed to:

Board of Public Works
Office of Community Beautification
200 North Spring Street - Room 356
Los Angeles, CA, 90012
Attention: Paul Racs, Director
paul.racs@lacity.org

D. PRE-PROPOSAL ACTIVITY (OPTIONAL)

A virtual pre-proposal meeting will be held on February 20, 2025 at 1:00pm. An electronic invitation will be emailed with 2 weeks prior to the meeting date. The Office of Community Beautification staff will be present to answer general or procedural questions. If you are unable to attend the pre-proposal meeting and have general questions, you may call the Office of Community Beautification at 213-978-0228.

E. ACCEPTANCE OF PROPOSALS

Reponses will be evaluated by a committee of City representatives. Organizations may be invited for an interview. Contractors will be selected based upon the results of an evaluation of the written response to the RFP.

1. The City reserves the right to award contracts for the project, reject all proposals or accept additional proposals after March 1, 2025, if funds become available.

2. The City reserves the right to negotiate with the successful awardees any additional terms and conditions which are in the best interest of the City.
3. The awardee understands that the City will not be held responsible for any loss, damage or claims resulting from the release of any material from the submitted proposals.
4. The successful proposals will become public information upon contract award by the City.

VI. EVALUATION CRITERIA

Successful bidders will not only be based on the bid amount, but also on the bidder's qualifications, experience, and their overall responsiveness. Proposals will be evaluated on the following basis:

A. Technical Competence 30%

Contractors will be evaluated on their ability to perform the work specific in the RFP. Factors that will be considered include, but are not limited to: experience, familiarity with similar types of projects, and assignment of personnel.

B. Record of Past Performance on Related Projects as Submitted in Writing 25%

Past record of performance as determined from all available information, including direct communication by the City and the firm's past clients and references.

C. Work Plan 30%

Adequacy of proposed methods for accomplishing work requested. Factors to be considered include, but are not limited to: work methodology, activity coordination, ability to perform color matching, size and appropriateness of proposed geographic area, training, safety program, and ability to effectively use the MYLA311 system for graffiti abatement purposes.

D. Bid Amount and Fee Structure 15%

Cost proposal provided will be examined thoroughly.

VII. LOCAL BUSINESS PREFERENCE PROGRAM

This project is subject to the provisions of the City's Local Business Preference Program. The Local Business Preference Program, passed by Ordinance No. 181910, provides an 8% bid preference to qualified local businesses. Any contractor or subcontractor meeting the "local business" criteria as defined in the Ordinance should self-certify by completing and uploading the Local Business Certification Affidavit of Eligibility under the certifications tab in BAVN, as soon as possible, in order to qualify for a bid preference. Knowingly and willfully providing false information on the Affidavit of Eligibility is a violation of City Ordinance No. 181910 and could subject the contractor to fines, contract termination or debarment from transacting business with the City. Further information regarding the Local Business Preference Program may be issued as an addendum.

VIII. PREVAILING WAGE REQUIREMENT

Any contract awarded hereunder will require the contractor to comply with the provisions of the Labor Code of the State of California, relating to Public Works. These provisions require the contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract, and to post a copy of the "General Prevailing Wage Rates" at the job-site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Industrial Relations of the State of California. Copies of these rates are on file with the Bureau of Contract Administration. Please contact Sylvia Dungo at (213) 847-2657. Information regarding prevailing wage rates may also be obtained from the Department of Industrial Relations. For more information refer to <http://www.dir.ca.gov/public-works/prevailing-wage.html>.

IX. GENERAL CONDITIONS AND RESERVATIONS

In the performance of the Office of Community Beautification contract resulting from any award pursuant to this RFP, the selected contractor must abide by and

conform with any and all applicable laws of the United States, State of California, and the City and County of Los Angeles, including but not limited to provisions of the Los Angeles City Charter and Administrative Code.

A. GENERAL CONDITIONS

1. All costs of proposal preparation shall be borne by the proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by proposers in the preparation and/or submission of the proposals. Proposers shall not include any such expenses as part of the budget in the proposal.
2. All proposals shall represent the Proposer's firm and fixed offer and may not be withdrawn for a period of ninety (90) days following the month submitted.
3. The proposal must be set forth full, accurate, and complete information as require by this RFP. Unclear, incomplete, and/or inaccurate documentation, may not be considered for contract award.
4. Proposals must be reviewed and rated by the City as submitted. No changes or additions are allowed after the proposal deadline.
5. Proposer's proposal may be withdrawn personally or by written request prior to the scheduled closing time for receipt of submissions.

B) GENERAL CITY RESERVATIONS

1. The City of Los Angeles reserves the right to retain all submitted proposals, and the proposals shall become the property of the City of Los Angeles and a matter of public record. Any department or agency of the City shall have the right to use any or all idea presented in proposals submitted in response to this RFP without any change or limitation. Selection or rejection of a proposal does not affect this right.
2. Notwithstanding any other provision of this RFP, the City reserves the right to reject any or all proposals and to waive any informality in a proposal when to do so would be to the advantage of the City and its taxpayers.
3. Proposers must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code Sections 6259 et seq.). In the event such

an exemption is claimed, the Proposer shall state in the proposal that they will defend any action brought against the City for its refusal to disclose such material trade secrets, or other proprietary information to any party making a request therefore. Failure to include such a statement shall constitute a waiver of a Proposer's right to exemption from disclosure. The City assumes no responsibility for disclosure or use of unmarked data for any purposes. Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by the City as a waiver of any exemption claim. The identification of exempt information must be more specific.

4. The City of Los Angeles reserves the right to extend the RFP submission deadline should such action be in the best interest of the City. In the event that the submission deadline is extended, applicants may revise their bids.
5. The City of Los Angeles reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representation that any contract will be awarded to any applicant responding to this RFP.
6. The City of Los Angeles reserves the right to verify the information in the proposal. If the information in the proposal cannot be verified and if the errors are not willful, the City reserves the right reduce the rating points awarded.
7. If a Proposer knowingly and willfully submits false performance or other data, the City of Los Angeles reserves the right to reject that proposal. If it is determined that a contract was awarded because of false performance or other data in response to this RFP, the City reserves the right to terminate that contract.
8. The City of Los Angeles will not fund any organization, regardless of the merits of the proposal submitted, which has a history of noncompliance with the City; poor past or current contract performance with the City; or current disputed or disallowed costs with the City.
9. The City of Los Angeles reserves the right to withhold business with any selected Proposer for any reasons which include, but are not limited to,

substantial staffing changes of a selected organization or individual that are unacceptable to the City.

10. This RFP and all applicant proposals or any parts thereof may be incorporated into and made a part of any contract. The City of Los Angeles reserves the right to further negotiate the terms of each contract with any selected Proposer.
11. Proposers approved for funding shall be required to negotiate a contract with the City on an offer/counter-offer basis. The negotiation process shall be bound by the best terms and conditions originally offered by the Proposer in the proposal. The City of Los Angeles reserves the right to make contract award contingent upon the satisfactory completion by the Proposer of certain special conditions. The contract offer of the City of Los Angeles may contain additional terms or terms different from those set forth herein.
12. As part of the offer/counter-offer negotiation process, the City reserves the right to fund all or portions of a Proposer's proposal.
13. Late proposals will not be considered for review and funding. The City of Los Angeles reserves the right to determine the timeliness of all proposals submitted.
14. Any contract awarded pursuant to this RFP may be terminated by the City for its convenience effective as of any date, upon ten (10) days prior written notification by the City to the successful Proposer.

X. STANDARD PROVISIONS FOR CITY CONTRACTS

The successful Proposer that is awarded the contract will be required to enter into a Personal Services Agreement with the City of Los Angeles, approved in form by the City Attorney. A copy of this RFP, the accepted proposal, and the City's Standard Provisions for City Contracts (Rev 6/24) will form a part of the Agreement. These include applicable requirements for contractors to do business with the City, and documentation thereof, including but not limited to, evidence of insurance and requirements for a Business Tax Registration Certificate. A copy of the City's Standard Provisions for City Contracts (Rev 6/24) is incorporated in this RFP for reference as Attachment 1.

A. SUPPORTING DOCUMENTS REQUIRED BY THE CITY OF LOS ANGELES

1. 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 Exhibit 1, "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 Exhibit 1. Failure to return the completed questionnaire may result in a Proposer being deemed nonresponsive.

2. EQUAL BENEFITS ORDINANCE

Bidders/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 Bidders/Proposers shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles Regional Alliance Marketplace for Procurement a.k.a. RAMP residing at <https://www.rampla.org> prior to award of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve months from the date it is first uploaded onto the City's RAMP.

Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit. Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits

Ordinance may visit the Bureau of Contract Administration's web site at www.bca.lacity.org.

3. FIRST SOURCE HIRING ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which is in excess of \$25,000 and a contract 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). Bidders/Proposers shall refer to Exhibit 6, "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance. The Anticipated Job Opportunities Form (FSHO-1) and Subcontractor Information Form (FSHO-2) contained in Exhibit 6 shall only be required of the Bidder/Proposer that is selected for award of a contract.

All Proposers shall complete and return with their proposals the FSHO-1 and FSHO-2 forms included in Exhibit 6.

4. NON-DISCRIMINATION/EQUAL EMPLOYMENT/AFFIRMATIVE ACTION PLAN

Los Angeles Administrative Code, Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Non Discrimination/Affirmative Action Program.

All Proposers shall complete the certification forms included in Exhibit 4 on RAMP.

5. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

Proposers shall complete the ordinance and affidavit form on BAVN.

6. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract 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 Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Proposers shall refer to Exhibit 3, "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" for further information regarding the requirements of the Ordinances.

Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for an exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), or the Non-Profit/One-Person Contractor Certification of Exemption (OCC/LW-13). The List of Statutory Exemptions, the Application and the Certification are included in Exhibit 3.

Applications for exemption from the SCWRO should be submitted on SCWRO-1 application for non-coverage on exemption indicated in Exhibit

7. CHILD SUPPORT OBLIGATIONS COMPLIANCE FORM

The City of Los Angeles has adopted an ordinance requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support.

All proposers shall complete and return with their proposals the Certification of Compliance with Child Support Obligations included in Exhibit 7.

8. CHILD CARE POLICIES

On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This Policy acknowledges the importance of quality, affordable, accessible child care to the individual, family work place and community. The City shall encourage all its vendors to adopt a stated policy on child care. To the extent permitted by law, vendors with stated child care policies shall receive preference in contracting with the City of Los Angeles.

All Proposers shall complete and return with their proposals the Child Care Declaration Statement included in Exhibit 8.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE FORM

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq., and its implementing regulations.

All Proposers shall complete and return, with their proposal, the Certification Regarding Compliance with the Americans with Disabilities Act included in Exhibit 9.

10. CITY CONTRACTS HELD WITHIN THE PAST TEN YEARS

The City Council has adopted a policy directing each City entity soliciting proposals to ask each proposer to provide a list of all City contracts held within the past ten years, if applicable.

All Proposers shall complete and return with their proposals the City of Los Angeles Contract History Form included in Exhibit 10.

11. LOS ANGELES RESIDENCE INFORMATION

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

All Proposers shall complete and return with their proposals the City of Los Angeles Residence Information Form included in Exhibit 11.

12. CITY ETHICS CERTIFICATION AND CONTRIBUTIONS

Any bidder 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, on a completed Bidder Certification CEC Form 50 as proscribed 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 qualified as a lobbying entity under the Ordinance.

The exemptions contained in Los Angeles Administrative Code Section 10.4.4 shall not apply to this subsection.

Bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, twelve (12) months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those

subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

CEC Form 55 requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

All Proposers shall complete and return with their proposals the City Ethics Commission's Bidder Certification and Contributions Forms 50 & 55 included in Exhibit 12.

13. AFFIDAVIT OF NON-COLLUSION

Proposers shall complete and return with the proposal an Affidavit of Non-Collusion signed by a person(s) authorized to bind the Proposer which includes the following Declaration as included in Exhibit 13.

- The proposal is genuine and not a sham or collusive.
- The proposal is not made in the interest of or on behalf any person not named in the proposal.
- The proposer has not directly or indirectly induced or solicited any person to submit a false or sham proposal, or to refrain from submitting a proposal.
- The proposer has not in any manner sought by collusion to secure an advantage over any other proposer.

14. BUSINESS TAX REGISTRATION CERTIFICATE

Every person who engages in any business within the City of Los Angeles is required to obtain the necessary Tax Registration Certificate and make payment of the business tax.

At the Proposer's own cost and expense, Proposer shall procure and maintain the necessary Tax Registration Certificate(s) and make payment of the business tax for the term of the contract and any additional terms as outlined in Exhibit 14.

All Proposers shall submit a copy of their Tax Registration Certificate with their proposal.

15. CITY'S INSURANCE REQUIREMENTS

At Proposer's own cost and expense, Proposer and each of its subcontractors shall procure and maintain the minimum insurance requirement for the term of the contract and any additional terms as outlined in Exhibit 15.

All Proposers shall acknowledge understanding of City's Insurance Requirements.

16. BUSINESS INCLUSION PROGRAM (BIP) REQUIREMENTS

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in City contracts. Equal opportunity will be

determined by the Proposer's BIP outreach documentation, as described in Exhibit 16, the Business Inclusion Program, of this RFP.

Participation by MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs may be in the form of subcontracting. Proposers must refer to Exhibit 16, Business Inclusion Program of this RFP for additional information and instructions. BIP outreach must be performed using the City of Los Angeles Regional Alliance Marketplace for Procurement a.k.a. RAMP, <https://www.rampla.org>. A proposer's failure to utilize and complete their BIP Outreach as described in Exhibit 16 may result in their proposal being deemed non-responsive.

B. Attachment 1 – Standard Provisions for City Contracts

XI. REVISIONS TO THE REQUEST FOR PROPOSAL

The City reserves the right to revise this RFP.