

CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: January 16, 2024

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

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

Subject: **AUTHORITY TO ISSUE A REQUEST FOR PROPOSAL FOR INTELLIGENT PARKING MANAGEMENT SYSTEM AND LA EXPRESS PARK**

SUMMARY

The Los Angeles Department of Transportation (LADOT) prepared a Request for Proposals (RFP) for the provision and operation of an intelligent parking management system and management of the LA Express Park program. Pursuant to the Los Angeles Administrative Code Section 10.4, LADOT submits this report and RFP to the Los Angeles City Council (Council) for consideration, and will release the RFP after the required 10-day review period.

RECOMMENDATION

AUTHORIZE the LADOT General Manager to release a RFP for the continuation and operation of the Intelligent Parking Management System (IPMS) and management of the LA Express Park™ program.

BACKGROUND

The LADOT Parking Meters Division is seeking a qualified contractor to continue providing and operating the City of Los Angeles's IPMS, manage the LA Express Park™ program, implement curbside management strategies, and integrate new parking and mobility technologies.

LADOT is a world leader in the implementation and successful operation of an IPMS platform to operate and manage metered parking spaces using smart technologies and solutions. LADOT launched the state-of-the-art LA Express Park™ in Downtown Los Angeles in 2012 to manage over 34,000 smart parking meters covering 37,000 on- and off-street metered parking spaces Citywide. LADOT created this system to manage demand for on-street parking spaces and to guide motorists towards available parking. LA Express Park™'s primary objective is to reduce traffic congestion by reducing the time spent searching for an available parking space. LADOT accomplishes this by using demand-based meter pricing, and a parking information and guidance system that guides the motorist to available parking. The LA Express Park™ program also generates additional parking meter revenue for the City by adjusting meter rates through the implementation of a dynamic pricing model using the current IPMS.

Since implementing the program in Downtown Los Angeles, LADOT expanded LA Express Park™ to include the neighborhoods of Westwood Village, Hollywood, and Venice, and will soon expand to the Exposition Park/Coliseum area. Further anticipated areas for expansion include the Arts District, La Brea/Miracle Mile, North Hollywood, and Studio City.

DISCUSSION

LADOT requested City Council authority to extend the current IPMS contract through March 28, 2025, while actively establishing a new contract through the RFP process. LADOT drafted the RFP, submits it to Council for review, pursuant to LAAC Section 10.4, and will release the RFP after the required 10-day review period. This RFP supports continued operation of the IPMS and LA Express Park™ programs. An interruption to program operations will negatively impact parking meters and grant revenue for the City, and halt further parking technology improvements for the public. A delay in the progress for the Metro grant funded expansions into Venice and Exposition Park may result in the loss of nearly \$2 million in funding if we do not meet the grant deadlines.

Any interruption of service will also result in impacts to the day-to-day management and operation of 34,000 parking meters Citywide. Without the IPMS contract in place, access to system data essential for operating and maintaining the system would significantly diminish, resulting in noticeable delays in delivering efficient and effective responses to daily meter maintenance and repair alerts. This in turn would lead to thousands of inoperable meters, directly creating a negative and stressful experience for parkers, and resulting in revenue losses for the City estimated at roughly \$1,200 per inoperable meter, based on a Citywide average annual revenue per meter.

FISCAL IMPACT STATEMENT

There is no impact on the General Fund. Costs for managing and expanding the City's intelligent parking management system will be borne by the Special Parking Revenue Fund.

LRC:JK:jw

Attachments

CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION

INTELLIGENT PARKING MANAGEMENT SYSTEM AND LA EXPRESS PARK™ REQUEST FOR PROPOSALS

RFP ID# 208361

Date Issued: [TBD]

Mandatory Pre-Proposal Meeting: [TBD] at 10:00 AM

Submission Deadline: [TBD] at 3:00 PM



**Caltrans Building
100 S. Main Street, 10th Floor
Los Angeles, CA 90012**

RFP OVERVIEW

DATE ISSUED:	[TBD]
RFP NUMBER:	RAMP/BAVN Opportunity ID# 208361
TITLE:	Intelligent Parking Management System and LA Express Park™ RFP
DESCRIPTION:	The City of Los Angeles, Department of Transportation is seeking a qualified Contractor to manage its Intelligent Parking Management System (IPMS), manage its LA Express Park™ program, implement curbside management strategies, and integrate new parking and mobility technologies.
MANDATORY PRE-PROPOSAL CONFERENCE FOLLOWED BY MEET THE PRIMES NETWORKING SESSION	[TBD] Via Zoom Platform Interested proposers must email the contact information and email addresses of all persons interested in attending to ExpressPark@lacity.org , no later than [TBD] at 2:30 PM PST, in order to receive a webinar invitation. Following the mandatory pre-proposal conference there will be a meet the “Primes” networking session. This will allow subcontractors to meet potential prime contractors.
BUSINESS INCLUSION PROGRAM (BIP) OUTREACH DEADLINE:	[TBD], (BIP Outreach must be completed by 11:59 PM on [TBD] Refer to Appendix A for Program information and outreach instructions. <u>Failure to complete the BIP Outreach process will result in proposals being deemed non-responsive.</u>
PROPOSAL DEADLINE:	[TBD] at 3 PM (PST)
PROPOSAL DELIVERY:	LADOT will not accept any hard copy responses, including hand-delivery, USPS, or mail courier. All solicitation responses must be received by the deadline stated above, submitted electronically through Hightail (https://spaces.hightail.com/signup) to ExpressPark@lacity.org with a copy to lindsey.estes@lacity.org .
PROJECT MANAGER:	Julian Wan Department of Transportation ExpressPark@lacity.org
CONTRACT ADMINISTRATOR:	Lindsey Estes LADOT Department Contract Coordinator lindsey.estes@lacity.org

QUESTIONS:	The deadline for questions is [TBD] at 5 PM. Proposers may submit written inquiries by Google Form at: https://docs.google.com/forms/d/e/1FAIpQLSdmZ-Os0j8sXwMuVdaG3FmphMRral67mwQv2bBwzsHTYqadsg/viewform All questions and answers will be made available to all Proposers on the RAMPLA website. No individual answers will be given.
-------------------	--

REQUEST FOR PROPOSALS (RFP)
INTELLIGENT PARKING MANAGEMENT SYSTEM AND LA EXPRESS PARK™
November 2023

SECTIONS	PAGE
1. Introduction & Background.....	1
2. Schedule for RFP Process.....	10
3. Personnel.....	11
4. Scope of Work.....	11
5. Performance Standards and Penalties.....	23
6. Proposal Format and Submission.....	26
7. Evaluation and Selection Process.....	34
8. Term of Contract.....	39
9. Compensation and Payment.....	40
10. Records and Audits.....	41
11. General Terms and Conditions.....	44
12. Protest Procedures.....	47
13. General City Reservations.....	49
14. Appendices and Attachments	51

SECTION 1. INTRODUCTION & BACKGROUND

1.1 Objective of the Request for Proposals

The City of Los Angeles Department of Transportation (“City” or “LADOT”) is soliciting proposals from qualified Contractor(s) (“Contractor”), and circulating this Request for Proposals (RFP) to all interested parties in order to ensure a fair and competitive process for selecting a Contractor. The City seeks a qualified Contractor to provide and operate a central intelligent parking management system (IPMS) that performs all of the functions of the City’s current system known as Merge™, including the management of its smart parking meters, to continue integrating and expanding LA Express Park™, and to incorporate new parking-related technologies and solutions as needed. The City recognizes that the Contractor’s parking management system may need to be modified to comply with this requirement, but it will only consider systems that are operational, have at least one (1) year of proven service, and can demonstrate the capability to transition operations from Merge™ to the new system.

1.1.1 Core Tasks and Potential New Technologies

This RFP is intended to solicit responses for (a) core tasks, which include, but are not limited to, core tasks and functions that must be performed, and (b) the tasks that utilize new technologies that will be reviewed and approved as needed to maintain a first-class parking management system for the City.

The tasks that Contractors are asked to respond to include (but not limited to) the following:

- a. Core Tasks
 - i. Intelligent Parking Management System (IPMS)
 - ii. Management of LA Express Park™, including expansion opportunities
- b. Tasks involving new parking management technologies
 - i. Digital inventory of the curb (Code the Curb)
 - ii. Development and Integration of Curbside Management Strategies
 - 1. Flex zones and dynamic zones
 - 2. Zero emissions delivery zones
 - 3. Real-time curbside management
 - iii. Integration of New Technologies
 - 1. Systems to measure vehicle occupancy
 - 2. Statistical approach to lean demand strategies
 - 3. Asset free on-street parking management
 - 4. Automated License Plate Recognition (ALPR)
 - iv. In LA Express Park™ project areas, develop sources and systems to incorporate parking data from private garages and lots to provide citizens with a comprehensive guide to parking availability.

Contractors have the option to provide individually priced components or a turnkey pricing option for bundled services; however, for turnkey pricing responses each component must be itemized and priced individually. The proposed pricing and costs must be clearly outlined and defined, allowing LADOT to accurately determine which services are being proposed and priced. It is important to note, each Contractor MUST clearly identify the services they are addressing. Failure to do so will result in potential disqualification. Contractors will have the option to provide a value-added service package that will include a detailed description of any additional services or support beyond the basic required services proposed that would be included for consideration with the proposed services.

The City will evaluate the proposals according to the selection criteria set forth in Section 6 [Proposal Format and Submission] of this RFP. The City may schedule oral presentations from qualified Contractors. The final selection will be determined by the evaluation of all proposals to find which qualified proposal is the most responsive to the tasks described in the Scope of Work in Section 4.

1.1.2 Contract Term and Long-term Technology Options

This RFP and the ensuing Contract is for services to be provided under a five-year (5-year) service Contract with three (3) optional one-year (1-year) renewals, at the City's discretion. This is not a solicitation for hardware. However, this RFP does include a provision for purchasing equipment. The City recognizes the need for continuing its parking meter modernization effort involving the future purchase and integration of smart technologies and solutions. To adapt to the rapidly evolving parking technology landscape and to move forward with state-of-the-art parking and curbside management programs, a series of program and policy changes are necessary to produce an adequate return on investment, improve the customer experience, and provide comprehensive and complete data to accommodate long-term decisions.

During the course of the five-year (5-year) service Contract and the optional three (3) one-year (1-year) renewals, the awarded Contractor acknowledges that the City will be in a transformative state leading up to and through the 2026 World Cup, and 2028 Summer Olympics. The awarded Contractor will be required to strive consistently to keep the City informed of new potential technologies, and to be prepared to fully implement them as directed by the City before these significant world-class events. The Contractor shall structure the IPMS to provide the ability to fully and seamlessly integrate with third-party vendors and smart platforms upon which to pilot nascent technology and processes to advance the overall goals of LA Express Park™ into the future.

Over the contract period, the Contractor will be expected to contribute solutions that promote the [Los Angeles Smart City strategy](#). In particular, the City has initiated a [Code the Curb](#) project that should lead to a new approach to curbside asset management, which will provide LADOT with a platform to maintain a current and real-time inventory of all curbside assets. The Contractor will be expected to keep the IPMS fully integrated with *Code the Curb* and other Smart City programs.

In addition to keeping the City apprised of new technologies, the selected Contractor will be expected to contribute to the search for funding sources over the course of the contract period.

The City has been fortunate to receive grant funding for all of its Express Park™ projects to date. The City expects the selected Contractor to make funding recommendations, inform the City of grant opportunities, and assist in applying for grants that fit with the City’s strategic plan.

If a Contractor’s proposal does not perform a task described in this RFP, the Contractor should describe how their firm will meet the requirements of the task by alternate means. The City may elect not to have the Contractor provide some services or products.

City reserves the right to require the selected Contractor to expand services to other needed services when requested. Any such request by the City may include new items that will require further negotiated contract amendments to carry out the new services.

The City reserves the right to reject any submitted proposals and the right to request additional information when necessary.

1.2 Minimum Qualifications

It is the Contractor's responsibility to prepare a proposal that is representative of the Contractor's qualifications. The selected Contractor must exhibit the ability and willingness to perform all the requirements contained in this RFP, must assure and demonstrate the ability to deliver all equipment, services, and software as specified by LADOT, must identify necessary facilities, and must have the financial resources to complete the contractual obligations within the stated time frame.

The selected Contractor must have a minimum of three (3) years’ experience in performing the tasks as outlined in the Scope of Work. LADOT desires to contract with a Contractor with recent and considerable experience using current and new technologies to manage and operate metered parking.

1.3 Definition of Terms

Term	Definition
APDS	Alliance for Parking Data Standards - a global effort to allow organizations to share parking data across platforms worldwide
API	Application Program Interface
Asset-free technologies	Technology-enabled curbside management without meters
Asset-light technologies	Developing cost-efficient and reliable parking occupancy data using limited assets, such as parking meters, sensors, or cameras
ATSAC Center	LADOT’s Automated Traffic Surveillance and

	Control Center
BIP	Business Inclusion Program
California Public Records Act (1968)	Requires inspection or disclosure of governmental records to the public upon request
CALTRANS	California Department of Transportation
CDMA	Code Division Multiple Access, a competing cell phone service technology to GSM (see below)
CDS	Curb Data Specification, a set of application programming interfaces (APIs) developed by the Open Mobility Foundation for cities, delivery companies, ride-hailing companies, and other users to digitally share curb information.
Code the Curb	Digital inventory of curb features, including, but not limited to location, street fixtures, parking regulations and related enhancements. The digital inventory will allow management of the curb's availability in real-time using a digital platform.
CVC	California Vehicle Code
DBE	Disadvantaged Business Enterprise
DMS	Dynamic Message Signs
Encrypted	Data or information converted into a cypher or code, especially to prevent unauthorized access
EV	Electric Vehicle
FHWA	Federal Highway Administration
Flex Zones	Dynamic curb zones managed in real-time or via time-of-day to manage curb access for competing demands.
GPRS	General Packet Radio System (also known as GSM-IP) keeps the users of this system online; allows voice calls and access to internet on-the-go
GSM-IP	Global Systems Mobile Communications Internet

	Protocol (see GPRS)
IDEN	Integrated Digital Enhanced Network developed by Motorola, combines the capabilities of cell phones, two-way radios, alphanumeric pagers, and data/fax modems in a single network
IEEE	Institute of Electrical and Electronics Engineers
IPMS	Intelligent Parking Management System
IVR	Interactive Voice Recognition
KPI	Key Performance Indicator(s) provide a quantifiable measure of performance over time for a specific objective to help an organization make better decisions.
LA Express Park™	LADOT's technologically advanced parking system that notifies motorists where parking is available by using vehicle occupancy sensors on city streets and lots. LA Express Park™ also introduces dynamic pricing to parking spots on streets within selected areas of Los Angeles.
LADOT	Los Angeles Department of Transportation
LAMC	Los Angeles Municipal Code
LPR / ALPR	License Plate Recognition / Automated License Plate Recognition
LTE	Long Term Evolution, a wireless broadband technology for communication of high-speed data for mobile devices
MDS	Mobility Data Specification - a platform that allows data-sharing between cities and private mobility providers
Merge™	LADOT's current intelligent parking management system
Open architecture	A type of computer or software architecture intended to make adding, upgrading, and swapping components easy

Pay-by-Cell systems	Allows a money payment through portable electronic devices, such as a cell phone or tablet
PCI	Payment Card Industry
PMZ	Parking Meter Zone
RAMPLA	RAMPLA : Regional Alliance Marketplace for Procurement
RFI	Request for Information
RFP	Request for Proposals
RIITS	Regional Integration of Intelligent Transportation Systems; Los Angeles County METRO interagency program to create a regional data management resource
SoCal 511	Free traveler information service operated by Los Angeles County METRO
SSL	Secure Sockets Layer, a protocol for establishing secure links between networked computers
TCP/IP	Transmission Control Protocol/Internet Protocol, used to govern the connection of computer systems to the internet
Two-factor authentication	A two-step authentication security process in which users provide two different authentication factors to verify themselves
UTMS	Universal Mobile Telecommunications System
V2I	Vehicle to Infrastructure; wireless communication between vehicles and road infrastructure
V2V	Vehicle to Vehicle; wireless exchange of information between vehicles
ZEV	Zero-emissions vehicle

1.4 LADOT Parking Meter and LA Express Park™ Background

LADOT is a world leader in the implementation and successful operation of an IPMS platform. This system has afforded LADOT the ability to manage over thirty-four thousand (34,000) smart parking

meters covering thirty-seven thousand (37,000) on- and off-street metered parking spaces citywide. When LADOT launched LA Express Park™ downtown in 2012, it was a breakthrough, state-of-the-art system. LADOT created this system to manage demand for on-street parking spaces and to guide motorists to available parking. LA Express Park™'s primary objective is to reduce traffic congestion by reducing time spent searching for an available parking space. LADOT accomplishes this by demand-based meter pricing, and a parking information and guidance system that guides the motorist to available parking. The project utilizes vehicle sensors, modern parking meter technology, a central parking management system, and a real-time parking guidance system to manage public on-street and off-street parking.

LA Express Park™ improved the parking experience for people coming to the LA Express Park™ areas. By lowering parking rates in the low demand areas, the City provided an attractive alternative for those seeking lower-cost parking. Similarly, by raising rates in the high demand areas, people who are not willing to pay for a higher cost of parking are encouraged to park in lower rate areas or find alternate modes of transportation that don't require parking, thus creating available parking for those willing to pay more. Hence, fewer parkers are cruising to find available parking thereby reducing traffic congestion and the associated air pollution.

LADOT has implemented LA Express Park™ in these areas: Downtown, Westwood Village, the Hollywood Entertainment Core, and Venice. Future implementation plans include, but are not limited to, Venice, the Exposition Park area, and the Westlake/Mid-Wilshire area. LADOT desires to implement LA Express Park™ citywide, modifying the system design as needed to fit the characteristics of each parking meter zone.

LADOT recognizes that there are now new approaches to effective parking management. It recently issued a Request for Information (RFI) seeking the best thoughts and ideas that will help shape the future of LA Express Park™ and parking meter operations in Los Angeles for the next five to ten (5 - 10) years. The responses to the RFI helped structure this RFP.

1.5 Overview of Current Intelligent Parking Management System (IPMS) AND LA EXPRESS PARK™ Program

1.5.1 Current IPMS

The IPMS is the backbone of LA Express Park™. It supports integration with the City's existing and future metered-parking-related equipment and systems. The system's primary function is to provide centralized reporting and performance analysis for the City's metered parking program. It provides central reporting of the following system elements:

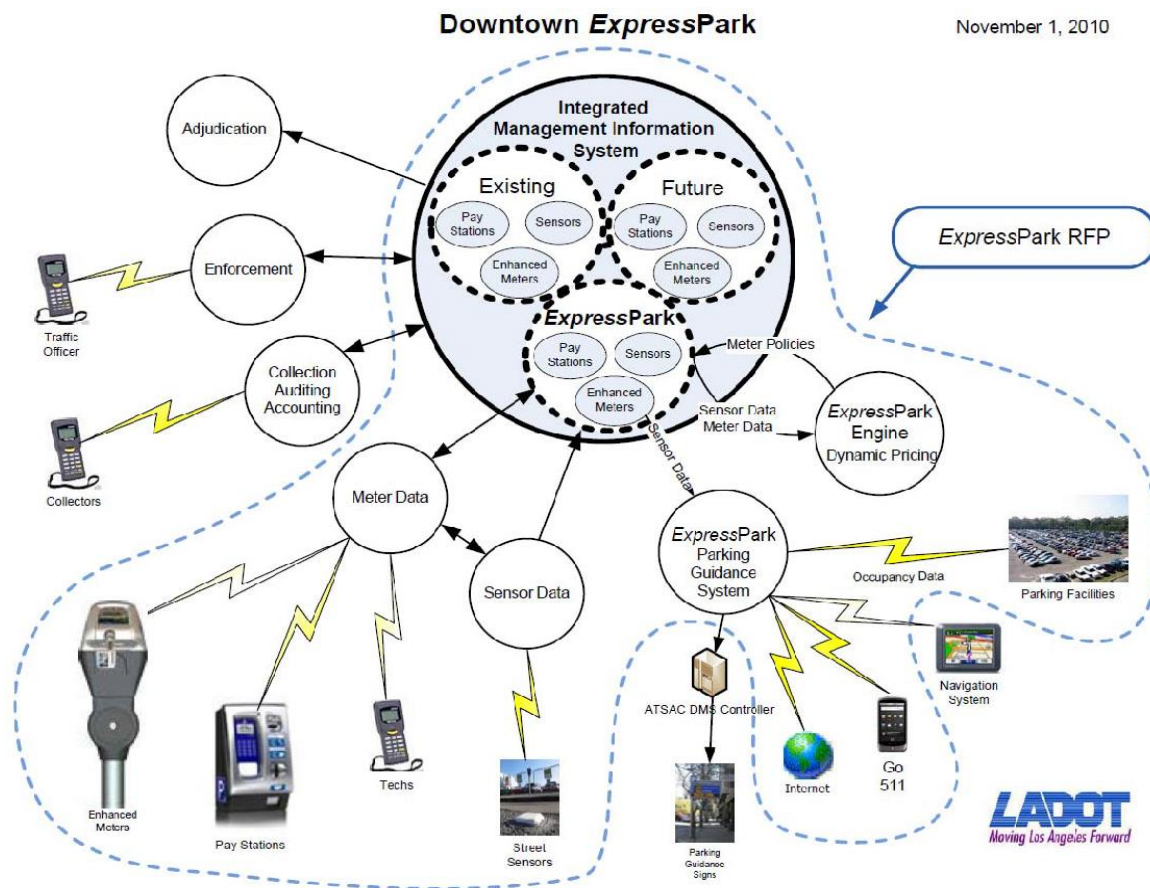
- Financial
- Asset status
- Equipment alerts and outages
- Parking transactions
- Payment transactions
- Parking space occupancy

- Equipment inventory tied to each parking space
- Workforce management
- Enforcement and citation review support

The IPMS is used to create reports, tables, charts, dashboards, and maps, as appropriate, to develop a comprehensive tool to measure, analyze, and manage metered parking in the City of Los Angeles. It also provides the information to calculate and report performance measures, and evaluate operational effectiveness and operational efficiency based on available staffing. The IPMS includes the LA Express Park™ Pricing Engine, which analyzes meter and sensor data to develop recommended parking pricing based on demand.¹

The system diagram below provides the various components related to LA Express Park™ and the existing and future system elements. This diagram was created for the RFP issued in November 2010. Although the scope now includes all of the City's metered parking assets, the framework of the system is unchanged.

DIAGRAM: Intelligent Parking Management System Diagram including Express Park™



¹ For research on smart pricing algorithms, see Zoeter, Onno & Dance, Christopher & Clinchant, Stéphane & Andreoli, Jean-Marc. (2014). New algorithms for parking demand management and a city-scale deployment. Proceedings of the ACM SIGKDD International Conference on Knowledge Discovery and Data Mining.

1.5.2 LA Express Park™ Pricing Engine

The LA Express Park™ Pricing Engine utilizes advanced algorithms and artificial intelligence to determine optimal rates, time limits, and enforcement hours with the goal of achieving seventy to ninety percent (70-90%) occupancy on each block during meter enforcement hours. The system iteratively analyzes data from sensors, off-street occupancy systems, parking meters and pay stations, and enforcement systems, and evaluates the impact on parking behavior of previous adjustments.

1.6 **Current IPMS System and Program Capabilities**

To ensure that the City is able to continue to maintain a world-class, intelligent parking management system, the successful Contractor will assure that their proposal demonstrates how their services will continue to have, and improve on, the following capabilities:

1.6.1 IPMS Details

- Sensors are capable of recognizing arrival and departure of parking vehicles and generating and transmitting real-time status of parking space usage/availability, to provide guidance to drivers based on individual needs.
- The system transmits real-time data from sensors to parking enforcement handheld devices to maintain effective real-time enforcement.
- System clearly communicates curb space usage restrictions and policies.
- Products and services allow for, and fully integrate into, the parking meter central information management system, all presently-contracted operations, and current hardware (enforcement and collection); should your system not be capable of this, or you have alternative hardware or software that can be used, include it as an option.
- The Los Angeles Municipal Code (LAMC) grants LADOT the authority to introduce demand-based parking meter rates throughout the city. LADOT recognizes that the parking demand patterns are unique to each parking meter zone (PMZ). Demand-based pricing is currently operating in the PMZs in Downtown Los Angeles, Westwood Village, Hollywood, and Venice.

SEC. 88.00.2. DEMAND-BASED PARKING METER RATES ESTABLISHED.(Amended by Ord. No. 182,791, Eff. 11/22/13.)

The Department is hereby authorized to increase or decrease parking meter rates by no greater than 100 percent from the rates prescribed in Section 88.00, but no less than a rate of \$0.50 per hour for each of the first four hours and a total of \$2.00 for up to ten hours as permitted by the posted parking regulations.

(a) The rates established by the Department under the authority of this Section shall be based on parking demand, as reviewed by traffic investigation and surveys, with the goal of reaching occupancy by vehicles at the rate of 70 to 90 percent for parking meter spaces on each block at such times and hours that payment is required. The Department shall report to the City Council not less

frequently than once per year on any actions taken pursuant to this Section and the impact(s) of those actions or revenue and meter usage.

- All data (operations, financial) are communicated with remote, backend software and are viewable twenty-four (24) hours each day.
- The communication network processes the flow of information from meter stations, and hand-held enforcement and collection devices to the central information system.
- All units are capable of wireless two-way communications to a remote communication center, to transmit financial data, activity reports, and operational status.
- All units are fully programmable at the site or remotely.
- Meters and pay stations accept coins, credit/debit cards, “smart” cards, payment by cell phone, or a combination of these. Meters and pay stations support real-time credit/debit card transactions.

1.6.2 LA Express Park™ Details

- System provides on-street metered parking space occupancy data twenty-four seven (24/7). Data may be measured directly or estimated by a method approved by LADOT.
- System determines hourly meter rates that influence driver behavior to achieve seventy to ninety percent (70 - 90%) percent occupancy during enforcement hours.
- System provides parking guidance data through the LA Express Park™ webpage, third-party applications (including ParkMobile, ParkSmarter, and ParkMe), the SoCal 511/METRO system, and dynamic message signs.
- System integrates with the dynamic message sign controller to send parking messages to the dynamic message signs (DMS) in the project areas. These include nine (9) DMS in the downtown project area, six (6) large DMS in South Park, six (6) large DMS in Hollywood, four (4) new DMS in Hollywood, three (3) DMS in Westwood Village, and DMS in new project areas. The control of many of these signs is shared with the City’s Automated Traffic Surveillance and Control (ATSAC) Center.
- System communicates project details and policies to the general public through the program website, the City’s Open Data Portal, social media, press events, press releases, email blasts, third-party applications, the SoCal 511/METRO system, and dynamic message signs.

SECTION 2. SCHEDULE FOR RFP PROCESS

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

RFP Posted Online (RAMPLA)	9/15/23
Mandatory Pre-Proposal Conference (Virtual)	[TBD] at 10:00 AM (PST)
Prime/Sub Networking Session (Virtual)	[TBD]
Final Day for Written Questions	[TBD]
BIP Outreach Completion	[TBD] at 12:00 AM (PST)

Request for Proposals
Intelligent Parking Management System and LA Express Park™

Proposals Due	[TBD] at 3:00 PM (PST)
Proposer Demonstrations/Interviews	Week of TBD (Tentative)
Recommendation of Contract Award	[TBD] 2023 (Tentative)
Anticipated Contract Start Date	[TBD] 2023 (Tentative)

SECTION 3. PERSONNEL

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

The Contractor will be required to comply with the City’s Living Wage Ordinance and Worker Retention Ordinance. Rules and Regulations regarding the Living Wage and Worker Retention Ordinances are included in Appendix A, Section I.J.

The Proposer is solely responsible for payment of all employees’ wages and benefits and subcontractors’ costs. Without any additional expense to the City, the Proposer must comply with the requirements of employee liability, worker’s compensation, employment insurance and Social Security. The Proposer must defend, indemnify and hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City must have the right to demand removal from the project, for reasonable cause (to be determined by the City), of any personnel furnished by the Proposer. The City must be notified in writing of new hires or reassignments of management project personnel. The City reserves the right to approve or deny any changes in the Proposer’s proposed key project staff.

Upon awarding the Contract and during the term of the agreement, the selected Contractor is responsible for notifying the City of any changes in proposed personnel duties or hours that deviate from the original proposal. The City reserves the right to approve or deny any changes in the proposed personnel duties or hours.

SECTION 4. SCOPE OF WORK

This Scope of Work is subdivided into core tasks to maintain the City’s IPMS (tasks 4.1 to 4.7) and an opportunity in task 4.8 to describe the Contractor’s ability to bring improvements to the city’s management of parking services, using potential innovations and new technologies. These tasks are not intended to be all inclusive of the work, product design, or services necessary to satisfactorily implement the project. LADOT will also favorably consider proposals suggesting alternatives, modifications, new solutions, or additions to this Scope of Work.

Proposals with new ideas, and technologies, that will provide LADOT with the opportunity and ability to future proof its services, and to be able to adjust to future industry disruptions and the introduction of newer technologies, will be among those considered.

4.1 Core Tasks – Intelligent Parking Management System and LA Express Park™

4.1.1 New Intelligent Parking Management System

The selected Contractor is expected to provide a complete and comprehensive program, and recommended timetable, for providing a citywide parking management system that performs all of the functions of the City's current Merge™ system. All intended hardware upgrades required under the current contract's scope of work have been completed, since the City upgraded all of its parking meters to accept credit card payments in 2012. All elements of the current system, including parking meters, parking occupancy sensors, DMS, cell payment apps, and parking guidance apps, communicate with the intelligent parking management system through Application Program Interfaces (APIs).

The Contractor's initial task will be to replicate and transition from the current parking management system, Merge™. Through APIs, Merge™ integrates parking data from all sources: parking meter management systems; vehicle sensor data; cellular payment data; parking policies; data exchange partners; workforce maintenance systems; and temporary parking restriction data. Merge™ is the backbone of LA Express Park™ and it manages parking by analyzing the data it collects, and integrating hardware and software to provide real-time data. Merge™ provides occupancy and payment data to the following, including but not limited to: the City's open data portal, data exchange partners, Parking Enforcement, the Regional Integration of Intelligent Transportation Systems (RIITS), and the Parson's controller for the parking guidance DMS.

The Contractor shall complete the conversion from Merge™ to the Contractor's system within six (6) months of contract execution. Any time beyond six (6) months will be subject to penalties (see Section 5 [Performance Standards and Penalties]). The consolidation of real-time data is only the first step. As the data streams come online, the Contractor shall provide analytics on a monthly basis to recommend better parking policies and to identify opportunities for improved parking management, and provide a comparable algorithm-driven pricing model to establish parking rates based on supply and demand. Demand-based pricing is a key component of the City's parking management system. The Contractor must provide a system that recommends meter pricing designed to optimize utilization of on-street metered parking spaces. The objective for on-street meter spaces is to achieve seventy to ninety percent (70 - 90%) vehicle occupancy during enforcement hours.

Proposals shall contain detailed descriptions of all proposed new hardware and software that meet or exceed the specifications outlined below, a wireless communication capability, services and support plans, and approaches necessary to implement the expected program. The proposed products and services should provide a fully integrated, scalable, citywide, technologically advanced program that provides for comprehensive system-wide communication, programming, and monitoring when installed.

The goal of an integrated parking management system is to provide a seamless, efficient, user-friendly, and cost-effective parking operation solution. The selected Contractor must provide a smooth transition from the existing Merge™ system. The Contractor's Intelligent Parking Management System must be capable of interfacing and integrating with the City's existing

systems, and must be future-proof to evolve with newer technologies and trends, and integrate with future systems.

The Intelligent Parking Management System (IPMS) interfaces with the third-party vendor-managed sensor and meter operations systems, and the City's enforcement and adjudication systems. The IPMS must have the following capabilities:

Functional Requirements

- The IPMS will collect and store inputs from all other systems in real time, including but not limited to, off-street facilities, all relevant third-party vendor-managed systems, workforce maintenance, enforcement, and those inputs manually logged into the system.
- The IPMS will make rate, time limit, and hour of enforcement adjustment recommendations based on real-time data inputs from the sensors, meters, and/or enforcement systems.
- The IPMS will have the capability, under LADOT personnel supervision, to set remotely the rate, time limit, and enforcement hour limits.
- The IPMS will provide real-time parking guidance, availability, rate, and corresponding time limit information for the web-based portal, DMS, SoCal 511, and third-party apps.
- The IPMS will have the ability to integrate on-street parking policies with external relevant data sources, such as, but not limited to, off-street facility parking policies.
- The IPMS will have the capability to create a number of recurring or ad-hoc reports as needed. These will also be able to be downloaded in a format compatible with XML or CSV formats. The reports shall cover, but are not limited to, the following areas:
 - Revenue collection totals by meter, zone, area, route, etc.
 - Meter maintenance activity by area, task, location, meter model, frequency, response times, etc.
 - Operational status by meter unit number and location identification
 - Daily collection report by meter, route, zone, etc.
 - Space occupancy levels and information (including duration, begin and end times, and turnover) by block and zone, with "drill-down" ability for specific spaces at specific times.
- The IPMS will provide a real-time management-level dashboard system that will display overview data by category and geographical orientation. It will allow for drill-down where relevant.
- The IPMS will be able to feed real-time parking availability, rate, and length of stay information to other external systems including, but not limited to, SoCal 511 and the web portal. Data shall be provided in a format consistent for use with SoCal 511's Interactive Voice Recognition (IVR) software.
- The IPMS will interface with existing Parking Enforcement Handheld Devices. Using real-time data and information, it will identify parking spaces that are unpaid, but occupied. It will have the ability to program custom "grace periods" where vehicles are exempt for payment after arriving at the parking space for a designated amount of time. It will also enable traffic officers to manually log exception vehicles in unpaid spaces. These include

vehicles displaying disabled placards or license plates, government vehicles, and certain commercial loading vehicles.

- Software shall be web-based, to the extent possible, and the web-enabled portions of the application shall meet state-of-the-art internet standards for graphics and design, speed, reliability, and security, for dynamic content and user interaction.
- The IPMS proposed will provide full recovery and system backup capabilities for all online and batch transactions according to City-specified timeframes.
- The IPMS shall record all meter maintenance alarms and disseminate maintenance information via web portal, email, and text messaging, and document and track maintenance response times. It will also have the capability to suppress alerts or notifications of certain malfunctioning meters and/or designated spaces from enforcement, guidance, and other systems until the associated meters are returned to service.
- The IPMS will provide a real-time, web-based interface that is custom for each off-street facility operator. It will allow the operator to designate the number of spaces to include in the IPMS (that will be included in DMS / web availability information), and will allow the operator to designate the rate and time limit for these spaces. It will also show the current total number of occupancies and vacancies in real-time for each facility where applicable. Appendix B provides a current list of off-street facilities that are included in the LA Express Park™ program.
- The IPMS will allow customer service, maintenance, or administration to remotely load time on any specific meter / parking space.
- The IPMS will incorporate KPIs to provide targets for teams to shoot for, milestones to gauge progress, and insights that help teams make better decisions.
- The IPMS will incorporate heat maps to visualize key metrics and GIS layers to utilize or be incorporated into the City web-based mapping application [Navigate LA](#).
- The IPMS will align key system data and analytics with existing industry metrics, including but not limited to, transaction data, revenue per meter, and occupancy rates, to promote industry benchmarking to continuously monitor program and system performance, conduct competitive analysis, and promote continuous improvement.
- The IPMS will integrate parking meter maintenance data and analytics to provide key workforce maintenance metrics, including but not limited to the tracking of task-specific and staff-specific maintenance events, and maintenance response times to promote strategic insight on task-specific meter maintenance events, identify potential equipment issues, promote tactical maintenance decisions, and promote the potential integration or introduction of new solutions.
- The IPMS will integrate business intelligence methodology to leverage system data and analytics to transform them into actionable insights to promote strategic, and tactical program decisions to provide users with detailed intelligence about the current state of the business compared to where LADOT may want it to go.
- The IPMS will integrate business analytics methodology to leverage system data analytics to identify data trends, patterns, and root causes to support data-driven decisions and provide predictive insights.

Performance Requirements

- The IPMS shall, at a minimum, provide online access to LADOT staff for the current year plus four (4) previous years of all types of data retained in the system, and shall provide archive capabilities thereafter.
- The IPMS will have the ability to adapt future rate and enforcement hour changes based on responses to previous changes. It is an expectation that occupancy rates will be reasonably close to target rates after a maximum of three (3) adjustments.
- The IPMS will, under LADOT personnel supervision, have the capability to integrate with third-party vendor systems to accept updates expeditiously. Additionally, adjustments should be able to be scheduled for future dates and/or times.
- The Contractor shall work with the third-party vendor systems to automate updates.
- The IPMS will provide parking guidance information for the web-based portal and DMS and should be fully operational no less than ninety-five percent (95%) of the time.
- The IPMS shall identify and remove all malfunctioning meters from its enforcement notification system, within fifteen (15) minutes of the malfunction.
- The server and client software should maintain its system and data integrity in case of power failures or abrupt shutdowns.

Interface requirements

- The Single-space Parking Meter, Multi-space Parking Meter, In-street Parking Sensor, and DMS shall communicate wirelessly via 2.4Ghz/915Mhz/868Mhz, GPRS, IEEE wireless networking standards 802.11b, 802.11g, or 802.11n, or Mesh protocol to their relevant Vendor Management Systems automatically.
- The Handheld Enforcement Device shall have communication ability via IEEE wireless networking standards 802.11b, 802.11g, or 802.11n and Bluetooth®.
- The Pay-By-Cell systems shall interface with GSM, CDMA, iDEN, and UTMS cellular communication protocols.
- The Vendor Transactional system shall communicate via XML, CSV, and SMS protocols.
- All Vendor Management systems shall interface to external systems, including the IPMS via TCP/IP communications. Communications shall be secure and, if desired by LADOT, encrypted. Open architectures are preferred with data exchange via Web services, XML, and secure FTP. Communications shall be secure, using 3DES or AES for encryption within a private secured network and SSL or IPSec with two-factor (2-factor) authentication for communications outside the private network.
- The IPMS shall follow Curb Data Specification ([CDS](#)) standards, a set of APIs for cities, delivery companies, ride-hailing companies, and other users to digitally share curb information.
- The IPMS shall follow Mobility Data Specification ([MDS](#)) standards, a platform that allows data-sharing between cities and private mobility providers.
- The IPMS shall follow Alliance for Parking Data Standards ([APDS](#)), a global effort to allow organizations to share parking data across platforms worldwide, when it is not in conflict with CDS standards.

Deliverable(s):

- All new equipment and software shall meet all of the above minimum functional, performance, and interface requirements to operate an IPMS.
- All services and support plans will provide a program to meet or exceed the specifications outlined above.

4.1.2 Management and Expansion of LA Express Park™

The selected Contractor for the IPMS will utilize the system to maintain the LA Express Park™ operations and will guide the expansion of the program to new PMZs citywide. In addition to managing meter rates and guiding motorists to available parking, the City seeks to add the following capabilities to the program:

- Provide additional control and flexibility in programming temporary changes in restrictions, including relaxed or suspended enforcement for holidays and special events.
- Provide the latest methods to manage the curbside, including, but not limited to, Flex Zones, loading zones (commercial and passenger loading zones, including TNC zones), valet parking, special events parking (including special event pricing), reserved parking, permits, and merchant validations or coupon offers.
- Provide guided enforcement to increase the efficiency and effectiveness of parking enforcement.
- Conduct consumer research to measure the effectiveness of the parking management system and assess the City's public outreach and marketing efforts.
- Establish guiding policies to govern future data exchanges, including standardized APIs and individual data exchange contracts.

Deliverable(s):

- Contractor will guide expansion of the LA Express Park operations to new PMZs citywide.
- Contractor will add capabilities to the LA Express Park program, including one or more of the capabilities listed above.

4.2 Project Management

4.2.1 Management Plan

Contractors must submit a Management Plan and Project Costs for the Tasks described in Section 4.1 (see Section 6 Proposal Content and Submission). The Management Plan must provide the Contractor's methods and resources to perform the work described in this RFP. The Management Plan for the Core Tasks (Section 4.1 - IPMS and LA Express Park™) must outline the Contractor's approach to the transition and management of the IPMS, and the management and expansion of LA Express Park™.

Deliverable(s):

- Submit Management Plan and Project Costs.

4.2.2 Project Management

The selected Contractor will coordinate and manage the following project-related activities (not intended to be all-inclusive) and must retain the most qualified personnel and services needed to perform the work.

- The Contractor will provide project management on projects associated with the expansion of LA Express Park™, and will secure subcontractors as needed for systems, engineering, and construction work, including but not limited to the installation of parking meter and pay station systems, DMS and wayfinding signs, meter posts, other parking technologies, and the completion of other project-related tasks.
- The Contractor will be required to schedule routine maintenance tasks, supervise task work, develop administrative procedures, standards, keep project financial records, prepare monthly invoices, and develop methods to maximize efficiency.
- The Contractor must conduct regular system and equipment diagnostics, and provide regular status reports.
- The Contractor must evaluate and approve all work performed by the third-party vendors and subcontractors.
- The Contractor will establish necessary agreements and maintain business relationships with qualified mobile payment app vendors, with the approval of LADOT, to provide a reliable pay-by-cell platform for parkers to easily make parking meter payments via apps using their mobile devices. To accomplish this, LADOT will work with the Contractor to identify potential pay-by-cell vendors and it may rely upon the Contractor to contract with them to provide parkers with opportunities to pay for parking at parking meters using their mobile apps. LADOT will compensate the Contractor for the management of the pay-by-cell parking solution.

LADOT's experience in managing the IPMS, and parking meters and facilities has emphasized the need to respond to unanticipated maintenance situations that may occur at any time. The Contractor will be required to demonstrate the ability to respond rapidly and effectively to unanticipated situations should the need arise. The Contractor must be prepared to explain to the Selection Committee how they intend to handle such situations for separate elements of the contract.

The Contractor shall designate a full time Project Manager dedicated to the Core Tasks (IPMS and LA Express Park™ (see Section 4.1))

- Selected Project Manager will instruct and supervise additional staff, obtain proposals for capital improvements, continually inspect all contract related work, systems, and equipment, oversee all contract work and be responsible for the satisfactory performance, or any reasonable performance standard established by LADOT, of all employees and/or subcontractors as described in this RFP.
- The Project Manager will research grant opportunities, write grant proposals, and conduct program-related presentations to interested parties and/or industry experts.

- The Project Manager will act as the liaison between LADOT and the regular full and part time staff employed on the project, the subcontractors, and Contractor's senior management and project related staff.
- The Project Manager will be responsible for the accurate submission of monthly invoices to LADOT for the costs incurred during that month.
- The Contractor will assign additional staff (number to be determined) to work at LADOT on a full-time basis under supervision of the Project Manager.

The Project Manager shall provide designated LADOT staff with written notification of requests for new hires or reassignments of key project personnel under the Contract. LADOT's approval of these requests is required before any change can take place. The Contractor must submit a list of all personnel involved in the project with resumes describing their educational and employment background and the specific duties that each employee will perform. All new employee resumes shall be submitted to LADOT at least five (5) working days prior to start of work. The Contractor will ensure that all personnel or their designated replacement, temporary or otherwise, be present to perform the scheduled work. The City must have the right to demand removal from the project, for reasonable cause (to be determined by the City), of any personnel furnished by the Contractor.

Deliverable(s):

- Designate a project manager to coordinate and manage the above project-related activities.
- Demonstrate the ability to respond quickly to unanticipated situations involving the IPMS and/or parking meters.
- Submit a list of all personnel involved in the project and notify LADOT of new hires or reassignments.

4.3 Pilot Projects

LADOT anticipates it will require pilot projects to evaluate technologies that are new to its parking programs. LADOT will work with the Contractor to identify pilot project opportunities and may rely upon the Contractor to contract with the parties providing the pilot projects. LADOT prefers to implement no-cost pilots to evaluate new technologies, but will compensate the Contractor for the management of any pilot projects requiring compensation.

Deliverable(s):

- Manage pilot projects that LADOT decides to implement as opportunities for pilot projects become available.

4.4 Materials, Parts, and Supplies

The necessary requirements for all materials, parts and supplies necessary to fully maintain the City's current IPMS and parking guidance systems as described in Section 4.1 , and all materials, parts, and supplies necessary to activate the Contractor's equivalent systems, and all materials, parts, and supplies necessary to implement new technologies described in Section 4.8, shall be incorporated into

the contract as included and required in this RFP, and as determined through the contract negotiation process. The new IPMS and these requirements shall be the responsibility of the selected Contractor, and shall be provided and delivered fully prepared for installation and for subsequent operation by the City or Contractor, or Contractor's agent as negotiated in the resulting contract. A record of such delivery shall include the actual delivery date, model designations, and individual mechanism serial numbers of all procured and delivered items.

All equipment, parts, and supplies purchased by the Contractor, or its subcontractors, exclusively for the IPMS and operation of the City's LA Express Park™ program, and that are necessary for its continued operation, shall become the property of the City, and shall be delivered to the City. Equipment shall include, but is not limited to, the following:

- parking meters and associated equipment
- parking pay stations and associated equipment
- parking occupancy sensors and associated equipment
- handheld devices and tablets
- DMS and associated sign controllers
- computer hardware and associated servers and systems
- associated firmware and software

All materials, parts, and supplies necessary to implement and operate any new technologies proposed during the contract, shall be provided and delivered fully prepared for installation with associated warranties as required by the City and for subsequent operation by the City or Contractor, or Contractor's agent as negotiated in the resulting contract. A record of such delivery shall include the actual delivery date, model designations, and individual mechanism serial numbers of all procured and delivered items. Such materials, parts, and supplies shall become the property of the City, and shall be delivered to the City. The City shall have final approval in selecting future systems and solutions, and over the final choice of materials and vendors.

Deliverable(s):

- Provide and deliver a new IPMS fully prepared for installation and subsequent operation by the City or Contractor, or Contractor's agent.
- Provide and deliver all equipment, parts, and supplies necessary for the continued operation of the LA Express Park program, including but not limited to the equipment listed in this section.
- Provide and deliver all materials, parts, and supplies necessary to implement any new technologies (as described in Section 4.8) that the Contractor includes in the Management Plan submitted with this RFP.

4.5 Technical Support and Training

The following provisions shall be included to support the LA Express Park™ program:

For all new systems/technologies and changes to existing platforms, the Contractor shall provide a pre-delivery, operations preparation program encompassing complete training in all disciplines to familiarize all designated City staff with the system, and to assist in developing expertise in

maintenance, repair, and software application of the system. Training shall be completed a month prior to implementation of the new system or technology. The proposal will include:

- Description of the training agenda for each discipline;
- The number of sessions included;
- The number of training hours proposed;
- The number of City staff to be included in each training module;
- Proposed training schedule

Contractor shall provide additional training as requested by LADOT for designated City staff through the life of the contract to address system upgrades and /or expansion.

Contractor shall provide two (2) hard copies and an electronic copy of all operating, training, and design manuals in Adobe PDF format.

Contractor shall provide customer support for the City via a telephone number established by the Contractor Monday through Friday 7:00 AM to 4:00 PM Pacific Standard Time/Pacific Daylight Time except for official City holidays. Contractor shall return a call from the City within fifteen (15) minutes during these hours. City reserves the rights to change the business hours to reflect changes in the meter hours and days of operation. City will coordinate with the selected Contractor to develop a viable method to track customer support responses, including but not limited to, monthly reporting.

Contractor shall provide on-site technical support within twenty-four (24) hours Monday through Friday 7:00 AM to 4:00 PM. Any technical support required on a weekend or holiday will be immediately addressed by the Contractor on the next regular business day.

Contractor shall be responsible for coordinating technical support and resolving technical issues with all subcontractors.

Contractor shall provide an on-site technician during the installation period. The installation period shall be from the time the first equipment is installed until the last equipment is accepted.

During the life of the Contract, software upgrades shall be provided to the City at no charge. Contractor will be responsible for ensuring that all customizations and modifications will remain in place upon completion of the upgrade.

Deliverable(s):

- Provide customer support and training for the City to support the Contractor's IPMS and all new technologies during the lifetime of the contract.
- Coordinate technical support and resolve technical issues with all subcontractors.
- Provide all software upgrades to the City at no charge.

4.6 Marketing Outreach

A critical component of the LA Express Park™ project will be a significant public outreach/engagement and marketing effort to educate the public about the functionality and the benefits of demand-based

parking pricing and the Parking Guidance System. This public outreach and marketing program may include, but is not limited to, the following components as needed:

- sign and labeling design
- brochures
- revisions to the LA Express Park™ and other websites
- web-based instructional videos
- a Public Service Announcement and program details on social media
- attend public meetings and community events
- assist in preparing press releases and media packages

As the LA Express Park™ program expands to new areas of Los Angeles, the public outreach and marketing campaign will focus on educating the consumer and the local businesses regarding the value of demand-based parking pricing, as well as providing a description of the changes to parking in the area and a timeline for completion of the expansion. The marketing campaign will also reach out to private parking operators for inclusion in the Parking Guidance System, with the possibility of pursuing mutual advertising opportunities. The marketing campaign, based on the above guidelines, will be expected to reach all stakeholders, including policy makers, business associations, residents, customers, and visitors.

Outreach materials and marketing shall be provided in multiple languages (at a minimum bilingual English/Spanish) as appropriate to each community or neighborhood. LADOT must approve all marketing materials and advertisements.

Deliverable(s):

- Design and conduct public outreach and marketing campaigns to educate the public about the LA Express Park program, including the introduction of new technologies and significant changes to the program, over the life of the contract.

4.7 Warranty, Parts, and Service

The following provisions shall be included to support the LA Express Park™ program:

Spare Components/Parts Inventory

- Meter components shall be modular and interchangeable.
- The Contractor shall provide a recommended Spare Components/Parts inventory list, including recommended quantity to be maintained in City facilities, expected life expectancy and unit price of each part/component.
- Regular orders for spare parts shall be shipped within one (1) day of the issuance of the purchase order.

Warranty

- The Contractor shall be responsible for assuring that all equipment purchased for the LA Express Park™ program has a minimum three (3) year warranty period from the date of acceptance by the City, or as negotiated with the City.
- The Contractor shall be responsible for working closely with the manufacturer(s) regarding any warranty issues and shall negotiate and process all warranty claims
- Parts/components shipped to the manufacturer(s) for warranty services shall be repaired or replaced and returned to the City within five (5) business days or as negotiated with the City. Manufacturer(s) shall be responsible for all shipping costs associated with warranty repairs.

Deliverable(s):

- Manage warranties on all equipment and parts purchased for the LA Express Park program.

4.8 Potential New Parking Management Technologies

LADOT has identified several areas in its current parking management system where there are opportunities for improvement. Task 4.8 requires the Contractor to summarize their approach from among the following areas of potential technological advances. Contractors should include a comprehensive description (including cost estimates) for as many items from the list below as possible, but Contractors will not be evaluated on the number of areas but instead the quality of solutions proposed (there is no minimum number of areas required in this section).

4.8.1 Create a Digital Inventory of Curb Assets (Code the Curb)

- Build and maintain a real-time digital inventory of parking meters and associated assets that integrates with the City's digital inventory of curbside assets, including LADOT's [Code the Curb](#) effort. Coordination with other LADOT curb management efforts and associated pilot programs will be required.
- Ensure the openness and interoperability of the inventory data to facilitate information sharing across City departments and external stakeholders by following [CDS](#) standards.

4.8.2 Development and Integration of Curbside Management Strategies

- Use Flex Zones to dynamically manage the increasing demand for access to the curb in real-time, for vehicle parking, passenger pickup and drop-off, delivery and emergency vehicles, and other passenger services.
- Monetize the curb in real-time, including the latest in mobile and in-car payments, ALPR, and other means of monetizing special purpose curb zones.
- Curb management systems may include asset-light or asset-free platforms and approaches to manage the curb in real-time.

4.8.3 Integration of New Technologies

- Expansion of pay-by-cell and other forms of payment, including other contact-less formats, and in-car payments

- Promotion of data-sharing among cities, private mobility providers, and other stakeholders, by adhering to data standards such as Curb Data Specification ([CDS](#)), Mobility Data Specification ([MDS](#)), and the Alliance for Parking Data Standards ([APDS](#))
- Automatic Number-Plate Recognition (ANPR) or mobile License Plate Recognition (LPR) Technologies
- Systems to measure vehicle occupancy, including sensors and new detection methods
- App integration, including in-car navigation
- Asset-light technologies
- Asset-free technologies
- Integration with traffic management systems
- Integration of data, e.g. Vehicle to Infrastructure (V2I) and Vehicle to Vehicle (V2V), into an inventoried and dynamic roadway, curb, and sidewalk management system
- Meters with increased functionality, information gathering and dissemination, and increased customer service capability
- Improvements and/or alternatives to the DMS for effective and safe communication of information to drivers
- Further development of parking guidance systems that include real-time occupancy information and integration into hands-free interactive navigation applications
- Proposers should relate curbside management proposals to the City's policy concerns regarding safety for all vehicles, drivers, riders, and pedestrians, environmental issues, confidentiality of data, and policies favoring every citizen equitably. In particular, LADOT needs to make a stronger case with the State Legislature to change the California Vehicle Code (CVC) to rationalize parking policies for disabled persons and veterans.

4.8.4 Incorporate Parking Data from Private Garages

- Continue to enable LADOT's centralized system to provide an open platform, which simultaneously facilitates the real-time integration of third-party vendor systems and the sharing of parking information with multiple public and private partners, to increase communication, transparency, and user participation in transportation guidance and planning.
- Expand travel guidance capabilities to inform the consumer of all travel options, encouraging multi-mode solutions combining the automobile trip with alternative forms of mobility, as well as coordinating on-street policies with off-street policies (as described in Section 4.1).

Deliverable(s):

- Summarize the Contractor's approach to the introduction of new technologies and improvements to the LA Express Park program, as described in Section 4.8, including a comprehensive description and cost estimates.

SECTION 5. PERFORMANCE STANDARDS AND PENALTIES

5.1 Overview

In the context of this RFP, Performance Standards are defined as the minimum standards necessary and acceptable for the functioning of the City's IPMS and the LA Express Park™ program, including the integration of any new technologies. The City expects a high degree of reliability and responsiveness from the selected Contractor. As a result, reasonable performance standards relative to the various elements associated with the contract including the system-wide, software operating system and the parking guidance system will be developed and made a part of the Contract. **Meeting these Performance Standards is the responsibility of the selected Contractor.**

5.2 Initial Product Performance Standards

The Contractor shall initially supply documentation and/or reports of accepted, existing performance standards, reflective of how the "product" will perform under normal operating conditions. This should include, but are not limited to:

- Expected rates of failure by component type
- Existing maintenance programs being used by other users
- Performance and operational standards that are consistent with specifications

5.3 Contractual Performance Standards

Final contractual performance standards will be developed in consultation with LADOT staff during final contract negotiation. Performance Standards may include, but are not limited to:

- Timeliness of delivery, installation and operation.
- Availability and access to data at all times, three hundred sixty-five (365) days per year.
- Availability of local technical support and/or "service desk" support.
- Efficiency of data processing and transmittal components, report development and data accuracy.
- Efficiency and compliance of credit/debit card and "smart" card transactions, three hundred sixty-five (365) days per year.
- Efficiency of alarm reporting system issued in real-time, three hundred sixty-five (365) days per year.
- Performance metrics for initial and future software development and technology solutions.

Quality and performance of units shall comply with contractual terms. The Contractor shall be responsible for component verification testing under guidance from LADOT. The Contractor shall include a test plan covering units, system, security, and auditing. This test plan shall describe the proposed approach taken with each state of test, the processes involved, testing tools utilized, acceptance criteria, and sign-off procedures.

The negotiated contract shall contain performance standards for future systems, technology solutions, and program additions that are introduced during the life of the contract. The Contractor shall be fully responsible for all documentation of requirements, testing plans, and especially for conducting internal testing before acceptance testing and release.

5.4 Performance Penalties

Non-performance penalties, liquidated damages, and default remedies will be developed during final contract negotiations. By entering into the contract with LADOT, the Contractor agrees that in the event the equipment and/or related maintenance, and administrative and communication services to be provided by the Contractor, and its subcontractors, are not in conformance with the standards contractually agreed to, penalties and/or liquidated damages listed below for such non-compliance, may be assessed. Such penalties or liquidated damages will be based on the reasonable costs to offset the damages and costs which LADOT will incur. Any penalties assessed shall take into consideration the assumption of the Contractor's future compliance with contract terms, conditions and specifications.

5.4.1 Liquidated damages will be the responsibility of the contracting entity, and will be assessed as follows:

- LADOT will monitor the agreed upon contractual performance standards and will routinely provide, and communicate to the Contractor, information relative to potential issues.
- If a failure in performance occurs, including the inadequate release of any new system component or solution, LADOT will notify the Contractor of such failure, by immediately transmitting a "Notice of Default" by email; such notification shall include all supporting data.
- The Contractor shall respond to the City within one (1) business day acknowledging receipt of the Notice of Default; failure to respond to the Notice will result in a penalty of five hundred dollars (\$500) per business day.
- The Contractor shall submit a plan to the City to correct the problem within seven (7) business days of the receipt of the Notice of Default, and shall report to the City every seven (7) business days thereafter, the status of the problem and attempts to correct it. Failure to submit the weekly status report will result in a penalty of five hundred dollars (\$500) per business day.
- The Contractor shall have up to thirty (30) business days to cure items in default; this time period may be extended by LADOT. Should the default not be repaired within the thirty-business day (30-business day) period, the Contractor shall be liable to pay:
 - All LADOT labor costs associated with repair or replacement of parts or materials necessary to cure the default;
 - LADOT's costs of all parts and materials necessary to cure the default;
 - Any costs of disposal of equipment associated with the LADOT's repair of the default;
 - Any incidental or consequential damages, including any revenue losses directly associated with and resulting from the default.
- LADOT shall respond to the Contractor within two (2) business days in response to written requests for information concerning alleged defaults; delay by LADOT shall result in a corresponding extension of time for the Contractor to complete its response to the alleged default.
- All performance guarantees and liquidated damages shall commence upon the LADOT's acceptance of system equipment through the warranty period, including any extensions.

5.4.2 Liquidated damages for resulting Contract shall include, but are not limited to:

- The Contractor shall complete the conversion from Merge™ to the Contractor's system within six (6) months of contract execution. Any time beyond six (6) months will be subject to liquidated damages of five hundred dollars (\$500) for every business day of delay beyond six (6) months.
- A Delivery and Deployment Schedule shall be provided within ten (10) business days of the effective date of the Contract. Failure to submit such a schedule shall result in liquidated damages of one thousand dollars (\$1,000) per business day until submitted.
- In the event a new contractor is selected to assume the responsibilities of the current contract, the original Contractor shall provide an end-of-contract transition plan to accommodate any approved plan to transition to a new contract/system as determined by the contract. The original Contractor shall cooperate with the new contractor to complete the transition to the new system/contract within thirty (30) business days of receiving notice to do so, and will be subject to liquidated damages of five hundred dollars (\$500) for every business day of delay thereafter.
- Delays beyond five (5) business days on critical items listed in the Delivery and Deployment Schedule shall result in liquidated damages of one hundred dollars (\$100) per each business day of delay thereafter.
- Should Contractor-supplied equipment be damaged or stolen during Contractor-performed maintenance and support services, the Contractor shall repair or replace said equipment within four (4) business days. If a Contractor fails to repair or replace, LADOT shall have the option to repair or replace at its cost, and to subtract these amounts from any monies owed to the Contractor. LADOT shall notify the contractor in a timely manner if it chooses to exercise this option.
- Should a Contractor fail to provide maintenance or support within the time frame provided in the Contract, the LADOT shall notify the Contractor of the default in writing. Liquidated damages of one thousand dollars (\$1,000) per business day shall be assessed for every business day following such notice.
- Should a Contractor fail to respond to a Notice of Default within one (1) business day, liquidated damages of one thousand dollars (\$1,000) per business day shall be assessed.
- Should the Contractor fail to provide plans for correcting action to a default to the LADOT on a weekly basis, liquidated damages of five hundred dollars (\$500) per week shall be assessed thereafter on a weekly basis.
- For each instance the Contractor fails to respond to telephone contact to its service desk within thirty (30) minutes, liquidated damages of one hundred dollars (\$100) per hour of delay past the first thirty (30) minutes shall be assessed.

SECTION 6. PROPOSAL FORMAT AND SUBMISSION

6.1 Proposal Content

Award of the contract resulting from this RFP shall be to the best and most responsive Contractor, and shall be based upon a determination of which proposal is the most advantageous to the City in terms

of functionality, cost, and other factors as specified elsewhere in this RFP. The City reserves the right to reject all offers and discontinue the RFP process, or to accept other than the lowest priced proposal, if deemed necessary or appropriate by the City to ensure the optimal management and support of the City's intelligent parking management system and LA Express Park™ program.

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

The RFP has been structured to provide specific requirements that function as a standardized framework for the evaluation of a prospective Contractor's qualification.

The evaluation criteria (explained in Section 7 [Evaluation and Selection Process]) will allow LADOT to examine the qualifications of the Contractor, qualifications of the proposed staff, operating methodology, and cost effectiveness for operation of the service. The Selection Committee will evaluate and rank all proposals with respect to the evaluation criteria.

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. The response to this RFP must be made in accordance with the requirements and format set forth in this Section, this RFP, and the attached exhibits. Failure to adhere to all applicable requirements, including those following in this Section, and those pertaining to the desired format, may be cause for rejection and render the proposal non-responsive.

Contractors may also wish to propose additional measures that supplement RFP requirements. Such proposal(s) shall be separately priced and shall describe how the option(s) would be integrated into the stated requirements of the RFP.

All proposals shall be comprehensive and cover all aspects of the Scope of Work. Incomplete proposals will be deemed non-responsive.

Contractors should note that proposals may be disqualified for failing to comply with the submission deadline, attendance at the mandatory Pre-Proposal Conference, and City Contracting Requirements.

6.1.1 Cover Letter

Each proposal must be accompanied by a cover letter (limited to one (1) page) that contains the title "City of Los Angeles, Department of Transportation, Intelligent Parking Management System and LA Express Park™ Project, RFP ID# 208361" and a general statement of the purpose for submission, including the following information:

- Legal business status (individual, partnership, corporation, other) and the address and telephone number of the Proposer.
- Name, title, address, telephone number, and email address of the person(s) authorized to

represent the Proposer to enter negotiations with the City with respect to the RFP and any subsequently awarded contracts. The cover letter shall also indicate any limitation of authority for any person named.

- The cover letter must be signed by a representative or officer of the proposer who is authorized to bind the Proposer to all provisions of the RFP, to all offers, statements, and pricing submitted in the Proposal, to a contract and any subsequent changes to the contract, if award is made.

6.1.2 Experience

Contractors must demonstrate the ability to perform the terms of this proposal. This section should list at least three (3) other projects and services performed by the Contractor that are similar to those described in this RFP, along with a summary of each project. Please provide this information in Attachment 1: Experience and Reference Form.

6.1.3 References

The Contractor shall provide contact information (contact name, address, phone, and email) for at least three (3) other clients currently using or that previously used services described in Section 6.1.2 for at least one (1) year. In the event a Contractor does not have three (3) such references, they may submit three (3) other references from other clients using other, similar systems/products for one (1) year. Ideally, references shall be clients that currently use the products that you are proposing. Please provide this information in Attachment 1: Experience and Reference Form.

6.1.4 Staffing and Organization

The Contractor shall submit the proposed staffing for the performance of work that includes the following information:

- A list of all required personnel and their qualifications for each key position, with resumes of all key personnel, including the Project Manager.
- An organizational chart must be submitted, and shall include the location information for each team member. The Contractor shall highlight team members who reside in the greater Los Angeles area.
- If subcontractors are to be used, describe the arrangement and their expected role in the project.

6.1.5 Management Plan and Project Costs

Statement of Project Approach

This section shall include a description of the Contractor's understanding of the project and the services the City is expecting to be provided, including a summary of the highlights of the proposal and a brief discussion of the overall benefits of the proposal to the City of Los Angeles. The proposal shall describe the Contractor's planned methods and resources that will be used to

perform all tasks included in the Scope of Work (Section 4) above, including a description of the proposed technological solutions. Contractors shall include any substantive or innovative ideas that are supplemental to the RFP requirements.

Schedule

Each proposal shall include a detailed product delivery timeline and proposed implementation schedule, including specific delivery items. This will include a detailed timeline for delivery of the IPMS solution and the expansion of LA Express Park™, including all proposed hardware and software, delivery, implementation of the components associated with the parking information guidance system, any associated deployment costs, and the potential integration of new solutions and technologies.

Project Costs

The proposal must include a Proposed Pricing Schedule with itemized costs for all services and their associated fees for all tasks described in the Scope of Work in Section 4. This includes hourly rates of all professional, technical, and support staff, and other charges associated with the completion of the work. The Proposed Pricing Schedule shall provide costs for the five-year (5-year) contract period plus three (3) optional one-year (1-year) renewals.

For the selected Contractor, the Proposed Pricing Schedule shall be valid for one (1) year after the signing of the Contract. Subsequent increases for services shall be limited to the annual change in the Consumer Price Index for All Urban Consumers (CPI-U) as defined by the US Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim area, not to exceed a five percent (5%) increase each year. Likewise, should there be a decrease in the CPI-U, the fee schedule shall be adjusted downward to reflect that decrease. Pricing adjustments for all equipment and parts shall be proposed by the Contractor and will be considered only if based directly on the Contractor's direct cost increase or decrease amounts. Pricing adjustments shall only be considered once per calendar year and no changes shall be made sooner than twelve (12) months apart.

The fee proposal shall be in US dollars, and include the following where applicable:

- The total cost for the individual tasks provided in the Scope of Work in Section 4 above;
- Hourly rates for all team members;
- A comprehensive pricing schedule of all equipment, spare parts, components, and new systems costs;
- Software development and installation costs for all solutions and technologies;
- Warranty costs for all pertinent items and systems;
- Proposed maintenance services costs;
- Applicable support and communication costs;
- Costs, if any, involved in deployment of system components;
- Costs to provide product support, training and long-term assurances of customer service through the deployment cycle of this system.

The Proposed Pricing Schedule shall include individual component pricing for license costs, including future support and maintenance costs of the Contract, hardware and software requirements and network requirements. The Proposed Pricing Schedule shall include costs relating to testing of the various system(s) and verification of parking data delivery as offered in the proposal. Prices for local support activities shall be itemized.

Personnel

Due to its critical nature, Contractors must discuss in detail how they propose to attract and maintain a high-quality labor force, including wages and benefits (specify), pay-for-performance incentives, work environment, and other efforts to minimize employee turnover and retain qualified personnel.

6.1.6 Additional Information (Optional)

If there is any additional information that would assist the City in assessing the proposal better, the Contractor should include all such information in the proposal under the title of “Additional Information.”

6.1.7 City Contracting Requirements

All compliance documents listed in *Appendix A: City Contracting Requirements & Checklist* must be submitted with the proposal or as instructed. Failure to comply with these requirements may render the proposal non-responsive. Exemplars and/or explanatory materials for each item are provided in the cited attachments.

For consistency of reference, all documents should be included in the order listed in the provided checklist, and marked as an attachment with the corresponding letter designation utilized in this RFP (e.g., See **Appendix A – Section D: Non-Collusion Affidavit**).

Because some requirements require extensive time to complete, the City strongly encourages Contractors to begin these activities prior to the Pre-Proposal Conference.

6.1.8 Financial Background

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

6.2 Submitting Proposals

This RFP, including the supporting attachments and exhibits, provides the specifications, qualifications, requirements, evaluation criteria, and guidance for all Contractors to follow to prepare a response to this solicitation. The City will review and evaluate all written proposals from responsive proposers for potential contract award based on the required content provided and the evaluation criteria outlined below in Section 7.

All solicitation responses must be received no later than **Friday, [TBD], 2023, 3:00 PM PST**, submitted electronically via [Hightail](#) to ExpressPark@lacity.org with a copy to lindsey.estes@lacity.org

LADOT will not accept any hard copy responses, including hand-delivery, USPS, or mail courier. All proposals must be submitted through [Hightail](#) with a file name containing: the respondent company name, RFP ID# 208361, and “RFP for Intelligent Parking Management System and LA Express Park”. Additional information pertinent to the RFP, including compliance forms, shall be submitted in separate PDF documents via Hightail. Late submittals will not be accepted.

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

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

- Company name and contact information
- Description of difficulties encountered including screenshots or other information to document the technical issue encountered
- Description and supporting documentation, if applicable, of attempts to troubleshoot with Hightail

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

The proposal must be in PDF format and submitted in three (3) parts:

Part 1 - Proposal and Contractor Background

All documentation requested in Section 6.1.1 - 6.1.6 shall be submitted together. All responses shall not exceed sixty (60) pages, exclusive of cover, dividers, resumes, and forms (Attachment 1). The proposal must include a table of contents and numbered pages for ease of review by the evaluation committee. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Part 2 - Mandatory City Contracting Requirements

All City Contracting Requirements requested in Section 6.1.7, and specified in Appendix A, must be submitted in a separate PDF document.

Part 3 - Financial Background Statement

All details required under Section 6.1.8 must be submitted in a separate PDF document.

This RFP has been drafted in a format that will facilitate ease of consideration of the proposals and to ensure a fair and impartial selection process. Any irregularities in this RFP, the proposals received, the review process and/or the award of a contract shall be considered and addressed within the sole discretion of LADOT. No rights or legal causes of action shall accrue to any Contractor as a result of the process undertaken. LADOT will recommend an award based on the proposal that represents the “Best Value” to the City as outlined in this RFP.

6.3 Mandatory Pre-Proposal Conference

A web-based **Mandatory Pre-Proposal Conference** will be held on [TBD] at 10:00 AM - 12:30 PM PST. Interested proposers must email the contact information and email addresses of all persons interested in attending to ExpressPark@lacity.org, no later than [TBD] at 2:30 PM PST, in order to receive a webinar invitation. Details regarding the Scope of Work and the City Contract requirements will be discussed.

Following the mandatory pre-proposal conference there will be a web-based **Meet the Primes Networking Session**. This will allow subcontractors to meet potential prime contractors.

Proposers may submit written inquiries by Google Form at:

<https://docs.google.com/forms/d/e/1FAIpQLSdmZ-Os0j8sXwMuVDaG3FmphMRral67mwQv2bBwzsHTYqadsg/viewform> prior to the pre-proposal conference or at the conference via the virtual platform. Further questions must be submitted prior to the end of [TBD] by 5 PM. No questions or requests for clarifications will be accepted after this date. Answers to all questions will be provided via RAMPLA.

ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IS MANDATORY - at least one representative from each potential Contractor team must attend. Anticipated or potential subcontractors are also encouraged to attend. Proposals submitted by firms that do not attend the Pre-Proposal Conference will be considered non-responsive and will be rejected.

6.4 Addenda/Clarifications

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

6.5 Acceptance of Terms and Conditions

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

6.6 Proposal Conditions and Limitations

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

6.7 Conference During the Proposal Period

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

6.8 Terms of Withdrawal

Proposers may withdraw their proposal provided that a request is submitted in writing and is received prior to the proposal deadline. A written request to withdraw, signed by an authorized representative of the Proposer, and must be submitted to LADOT Headquarters, with a copy emailed to ExpressPark@lacity.org and lindsey.estes@lacity.org to ensure timely receipt. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the specified submission deadline.

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

6.9 Execution of Proposals

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

6.10 Disposition of Proposals

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

Any Proposer claiming such an exemption must also state in its proposal that the bidder agrees to 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. Any Proposer who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said Act.

6.11 Limitations

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

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

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

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

SECTION 7. EVALUATION AND SELECTION PROCESS

7.1 Evaluation Criteria

Proposals will be evaluated based on the overall best value to LADOT based on the criteria set out in this RFP or otherwise reasonably considered relevant. Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Proposer's abilities to meet the requirements of this RFP.

All proposals will be reviewed by the City to determine if the proposals contain minimum essential

requirements outlined in the RFP, including instructions governing submission and format and compliance with Mandatory City Contracting Requirements, including the outreach requirements of the Business Inclusion Program (BIP) (Refer to Appendix A, Section I.A.). Those Proposals deemed non-responsive will be notified in writing.

Proposals will be evaluated on the following criteria: qualifications of the Contractor, quality of the technical solution, project approach, and the Contractor's capability to provide operations and maintenance. A selection committee will evaluate and rank all proposals with respect to the evaluation criteria.

7.2 Selection Committee

A Selection Committee appointed by the LADOT will evaluate the proposals. In addition, LADOT will appoint a Committee Chair from among the Committee members. The Selection Committee will examine each proposal to determine which responsive proposals meet the mandatory requirements described in this RFP.

A Screening Phase for initial review of the proposals will be followed by a two-phase evaluation process. Proposals not meeting the minimum requirements as set forth in this RFP will be rejected as non-responsive. Contractors passing the screening process phase of the evaluation will move forward to the Phase I evaluation process where they will be assigned points based on various aspects of their proposals. Contractors receiving the highest three scores based on the written proposals will move to the Phase II process. In Phase II of the process, Contractors may be required to make one (1) or more oral presentations to the Evaluation Committee and will be notified of the time and place at least five (5) calendar days prior to the presentation.

The Committee will recommend the selection of one (1) Contractor based on the outcome of the final two (2) Phases of the evaluation process. The Committee will submit its recommendation to the General Manager of the City of Los Angeles Department of Transportation who thereafter will transmit the award recommendation to the Mayor and City Council for review and approval prior to contract execution.

7.3 Screening Phase

During the Screening Phase, the Selection Committee will screen each proposal to determine the most responsive, comprehensive, and all-inclusive proposals by using the following criteria:

- The proposal effectively reflects the Contractor's understanding of the systems/programs envisioned by the City.
- The Contractor's stated willingness and ability to perform all the requirements outlined in the RFP.
- The Contractor's written assurance that all equipment, services, and software will meet or exceed specifications outlined in the RFP. Contractors shall explicitly note any and all instances where they cannot meet the requirements, or where it would be impractical or impossible to do so.

- The Contractor's demonstration to effectively provide resources and staffing to meet any engineering or service problems that may arise during all phases of the contract.
- The Contractor's ability to provide the necessary facilities and financial resources to complete all contract requirements within the contract timeframe.
- The completion of all required responses in the correct format.
- The responsiveness of the proposed equipment, service, and software to the specifications and other requirements contained in the RFP.
- Determine whether the Contractor's proposed services and systems design reflect sufficient resources necessary to continue managing and operating an effective parking management system, parking information/guidance system, and LA Express Park™.
- The Contractor's ability to take responsive, rapid, and effective action should the need to respond to unanticipated maintenance and critical situations arise. Contractors must be prepared to explain to the Selection Committee how they would handle various maintenance and project-related situations.

7.4 Phase I - Written Proposals

All proposals passing the screening phase of the evaluation process will be evaluated by the Selection Committee based upon their ability to meet the desired performance criteria as set forth in the RFP. Scoring will be based on each Contractor's respective references, ability to articulate their capabilities, expertise, experience, proficiency with innovation, and successes as related to the criteria outlined in the RFP.

7.4.1. Evaluation Criteria

The following represents the proposal evaluation criteria:

Intelligent Parking Management System – Proposal Evaluation

Item #	Evaluation Factors	Points
		Possible
1	Qualifications of Contractor – 20%	20
	a. Project management qualifications including years of relevant recent experience, level of commitment to the project and demonstrated record of performance in the supply, delivery, installation, and operation of an intelligent parking management system and on-street parking technologies.	
	c. The extent and depth of the Contractor's and its team members' experience in the design, installation and operation of a comparable system and/or its major components.	
	d. Contractor's demonstrated ability to deliver projects on schedule and within budget.	

	e. Qualifications of key personnel and associated entities or subcontractors; percentage of key personnel's time devoted to each task; and proximity of Contractor's project management team to Los Angeles.	
2	Quality of the Technical Solution – 25%	25
	a. The Contractor demonstrates a thorough understanding of the project: its goals and objectives; the systems integration requirements; the major risks; the need for public education and acceptance; and the importance of delivering the project capabilities on time and within budget.	
	b. The Contractor has recognized the need for systems integration with the other systems currently being used to manage the City's parking operations. These include citation processing, adjudication, parking enforcement, coin collection, and future systems and technologies, etc. The Contractor's system integration plan includes these ancillary systems.	
	c. The Contractor's technical solution is cost effective. The staff resources are appropriate for the tasks. These include the required skill sets, the budgeted hours and the budgeted cost per hour.	
	d. The extent to which the proposal will provide for features, new innovations, or new technologies that are desired, but exceed the minimum requirements for the project.	
3	Project Approach – 20%	20
	a. Clear, feasible, appropriate and thorough technical approach to the delivery (if applicable) and maintenance of systems and services.	
	b. Innovative approach to design, integration, and use of software, hardware, equipment, and communications.	
	c. Project plan includes a well-defined, professional marketing and public relations plan to assist in program implementation, and to advertise public parking program capabilities and changes to the public. Plans include the expansion of the LA Express Park™ website.	
	d. Completeness of Project Plan. Contractors shall identify all of the major tasks involved and their relationship to one another.	
	e. Proposer's demonstrated ability to respond to changing environmental conditions or changing requirements.	
4	Operations and Maintenance – 20%	20
	a. Contractor's capability to provide reliable and quality daily operations of the system/programs to meet overall system/program performance measures. These measures include system up-time, and support of maintenance operations and parking enforcement.	
	b. Plan for maintenance support for all parking system components, including service desk availability.	
	c. Provide specified warranties (if applicable) and expected performance standards for all components, and meter and sensor hardware vis-à-vis normal operating conditions, vandalism, malfunction, or destruction of equipment. Provide a plan for parts supply and delivery during the warranty period if applicable, and for equipment replacement in future years.	

5	Potential New Innovations and Technologies - 15%	15
	Proposal includes a summary of options for future system integration with innovations and technologies, and overall improvements in parking management. The evaluation of the proposed solutions will be based on the quality of the approach (including cost estimates); there is no minimum number of areas of new technologies required from the list shown in Section 4.8.	

7.5 Phase II - Oral Presentations

After scoring the written proposals, Evaluation Committee members shall turn in their scores for each respondent to the Chair. Committee members shall not share their scores with other Committee members or any other party. The Chair shall tally and summarize the scores for each Committee member, including him or herself. The respondents receiving the top three (3) scores from the Phase I scoring of the written proposals will be placed on a short list. Note that these scores will only be used for screening purposes to establish the shortlist and will not be used in determining the recommended respondent.

All respondents on the short list may be required to make one or more oral presentations and highlight the strengths of the proposal, which may include system demonstrations. Failure to appear for the scheduled oral presentation shall be grounds for disqualification from the procurement; however, LADOT reserves the right to exercise discretion if there are extenuating circumstances. No proposal may be altered or enhanced during the oral presentation. Evaluation Committee members may ask respondents questions about their proposal.

The oral presentation(s) will allow each Contractor to discuss its proposal and provide additional information the Contractor wishes to present to further clarify its ability to perform the program requirements. Following the oral presentation(s) by each Contractor before the Selection Committee, each Contractor will also be required to answer a series of standard questions and specific questions relative to the specific proposals.

After each oral presentation, each Committee member shall score the respondent using the four evaluation criteria and points from Section 7.4 and considering both the written proposal and oral presentation (final score). Committee members shall not share scores with anyone else. LADOT reserves the right to schedule more than one (1) interview if the Department determines that doing so will improve the Committee's understanding of a respondent's proposal.

7.6 Evaluation by Forced Ranking

Upon conclusion of the oral presentations, the oral interviews, and applicable system demonstrations, the Selection Committee will determine which Contractor is/are most qualified to meet LADOT's needs of this RFP based on forced ranking.

Each Evaluation Committee member shall rank all respondents from highest to lowest based on the final scores he or she gave to each respondent. In the event of a tie in points, the Committee

member shall still rank the respondents. Equal rankings shall not be allowed. Each Committee member shall turn in both their final scores and summarize the ranking. If a consensus ranking is achieved then the highest ranked respondent shall be recommended. If a consensus is not achieved, then the respondent with the highest-ranking average rank (with each Committee member's ranking weighed equally) shall be recommended. In the event of a tie, the Chair shall recommend the preferred respondent from among the tied respondents and shall document in writing the reason for his or her decision. The Chair shall present the Evaluation Committee's recommendation to the General Manager. The General Manager is the final decision maker at LADOT and will submit the department's recommendation to the Mayor and City Council.

Note that scores will only be used for purposes of forced ranking by each Committee member. Under no circumstances will the sum of final scores be used to select the recommended respondent.

7.7 Local Business Preference Program Ordinance

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

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

SECTION 8. TERM OF CONTRACT

Subject to the approval of the Mayor and/or City Council and subject to the approval of the City Attorney as to form and legality, the City intends to contract with one (1) Contractor to provide and manage an intelligent parking system and the expansion of LA Express Park™, including the integration of new technologies as noted in the Scope of Work. The selected Contractor shall be required to enter into a written contract with LADOT in a form approved by the City Attorney. The contract will be in effect for a period of five (5) years, and LADOT shall have the right to exercise up to three (3) one-year (1-year) options to extend the contract term. The total term for the contract shall not exceed eight (8) years. This will ensure continuity of the IPMS, services, technical support, and supplies through the decade, including several high-profile events, namely the 2026 World Cup and 2028 Olympics.

The City reserves the right to invoke a month-to-month clause with thirty-day (30-day) written notice to the selected Contractor, and continue the Contract under the same terms and conditions until another contract is awarded to ensure continuation of services.

This RFP, associated addenda, and the submitted proposal(s), or any part thereof, shall be incorporated by reference into the final contract. However, LADOT reserves the right to negotiate the terms and conditions of the contract further with the selected Contractor.

In the event of any conflict, the terms of the Contract and the RFP govern over the Proposal unless specifically stated otherwise.

SECTION 9. COMPENSATION AND PAYMENT

The City shall pay the Contractor based on the costs contained in the submitted cost proposal, not to exceed the budget approved by the City, for the complete and satisfactory performance of the terms and conditions of the Contract for the period agreed upon. The contract ceiling for the awarded Contractor will be determined by the awarded proposal and the final cost proposal. The full scope of work will be fully contingent on ongoing funding availability for the program, as allocated through the annual City of Los Angeles budget. The contract will, in any event, include a maximum “not-to-exceed” cost to LADOT. For as-needed improvements and/or additional work performed, compensation for this work will be approved in advance by LADOT in accordance with Section 4 [Scope of Work].

LADOT reserves the right to increase/decrease the number of items in the Scope of Work using the current proposed cost and hourly rates, and delete services, if necessary, from time to time. Should LADOT elect to do this, LADOT will revise the total contract cost with the selected Contractor and such agreed-upon changes will be formalized by a contract amendment, which will be subject to review and approval of the Mayor and/or Council.

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

During the term of the contract, the selected Contractor will submit invoices with sixty (60) days in arrears to the City. Invoices must include documents supporting all charges and eligible expenses for the services performed as set forth in this RFP.

All invoices and supporting documents will be reviewed by the City for approval and accuracy. The City agrees to pay undisputed invoices within thirty (30) days upon receipt of invoices. If invoices have been disputed, the City has the right to require additional evidence to determine the validity and accuracy of the invoices. Therefore, the City has the right to withhold payment to the Contractor until such evidence has been received and the corrections have been made.

Invoices must be task specific, organized by the type of task, and must include the completed work product for the task.

The selected Contractor must keep a daily log of all tasks, incidents, and activities occurring during the performance under this contract, and must provide LADOT a Monthly Performance Report compiled from these logs and submitted with the monthly invoice(s).

If necessary, the selected Contractor must cooperate with LADOT to establish and improve, as needed, the contract documentation and payment procedures.

SECTION 10. RECORDS AND AUDITS

10.1 Audit and Inspection of Records

The selected Contractor agrees that the City or any of its duly authorized representatives, for the purpose of audit and examination, will be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project(s), and to audit the books, records, and accounts with regard to the project(s).

It is agreed that the examination of books, project records, trip logs, time sheets and payroll records, reports, and accounts of the selected Contractor will be made in accordance with generally accepted auditing standards applicable in project related circumstances and that as such, said examinations may not require a detailed audit of all transactions. Testing and sampling methods may be used in verifying invoices and related reports submitted by the selected Contractor.

Deficiencies ascertained by the use of such testing and sampling methods by applying the "percentage of error" obtained from such testing and sampling to the entire period under examination will be binding on the selected Contractor and to that end will be admissible in court to prove any amounts due to the City from the selected Contractor. This will not prevent the selected Contractor from producing all actual records and figures in court to rebut the sampling method. The City will then conduct an audit of all records for the audit period. In the event any deficiency in the amount of five percent (5%) or greater of the compensation payable to the City hereunder is ascertained, the selected Contractor agrees to pay the City for the entire cost of the audit as well as any other deficiencies, payments and liquidated damages due under this or any other provision of the contract within thirty (30) days of receipt of the City's billing.

At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for examination, all necessary records with regard to the service provision, start-up, and capital purchase costs. The City will have the authority to audit, examine and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls, records, records of personnel, conditions of employment, and other statistical data relating to all matters covered by the Contract.

The City reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted, controlled, or advanced in any way, however tangible or intangible. Such sites may include the home office, any branch office, or other locations of the selected Contractor if such sites or the activities performed thereon have any relationship to the program covered by the Contract. City auditors shall be provided with adequate and appropriate workspace in order to conduct audits, and shall be allowed to interview any employees of the Contractor. It is the responsibility of the selected Contractor to ensure the cooperation of all employees with any procedure pertaining to the audit.

All project records prepared by the selected Contractor shall be owned by the City and be made available to the City at no additional charge. The City may elect to authorize representatives of other project funding partners to inspect, audit and analyze the records of the selected Contractor in operating this service, preparing the bid for this service, or of the operation of any similar service.

The City will have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguisher, sprinkler system, etc., to safeguard property and/or equipment authorized by the Contract.

When a fiscal or special audit determines that the selected Contractor has received payments from the City which are questionable under the criteria set forth herein, the selected Contractor will be notified and given the opportunity to justify questioned items prior to the City's final audit report.

If such audit finds that the City's dollar liability for such service is less than payments made by City to the selected Contractor, then selected Contractor agrees that the difference will be either (1) repaid forthwith by selected Contractor to City by cash payment or (2) at LADOT's General Manager's option, deduct against any future payments hereunder to selected Contractor.

If such an audit finds that City's dollar liability for service is more than payments hereunder to selected Contractor, then the difference will be paid to selected Contractor by the City, provided that in no event will the City's maximum obligation, as set forth in the Contract be exceeded.

The City will determine any amount to be paid to the selected Contractor during the period of audit. The City has the authority to withhold funds pending a final determination by the City of any questionable expenditures.

10.2 Maintenance of Records

The Contractor shall maintain records for expenditures incurred directly or indirectly under the Contract as it relates to the provisions of service, start-up costs, or purchase of capital equipment authorized under the Contract. A record of such expenditures by line item will be maintained in a file and be made available for examination in accordance with the Contract.

Records, in their original form, shall be maintained in accordance with requirements covered by the Contract and in support of service provision, start-up, capital expenditures, quarterly, monthly, and daily logs and reports. Such records shall be retained for a period of five (5) years after termination of the Contract if all other pending matters are closed. "Pending matters" include, but are not limited to an audit, litigation, or other action involving the records. The City may, at its discretion, take possession and retain said records.

Records in their original form pertaining to matters covered by the Contract shall, at all times, be retained within Los Angeles County unless authorization to remove them is granted in writing by the City.

The Contractor shall reimburse the City all costs associated with audits of any original documents and records maintained by the Contractor in any County other than Los Angeles County.

Results of record inspection may indicate the need for changes and/or modifications. The Contractor shall cooperate with the City to establish and improve the system, and maintain flexibility so the modifications may be implemented quickly.

10.3 Property Records

Property acquired, leased or rented with the funds provided under this Contract shall be properly maintained and accounted for as set forth below.

A record shall be maintained for each item of the program. The record shall include: a) description of the item of property, software, and licensing, including model and serial number, if applicable; b) date of acquisition or being turned over to the Contractor; c) the acquisition cost or assigned value to the program; d) maintenance records or programming records, if applicable; e) software licenses; and f) source of acquisition.

The record shall indicate whether the item of property was new or used at the time of acquisition.

Documentation for capital cost components and any maintenance records shall be readily accessible for verification by the City auditors and other City representatives.

10.4 Accounting Practices

The City must approve all of the selected Contractor's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to audit documents. The Contractor's system of accounting procedures must be submitted and approved by the City prior to any disbursement of funds to the selected Contractor.

The selected Contractor shall maintain a system of internal fiscal control in accordance with commonly accepted accounting practices as approved by the City. Internal fiscal control compromises the plan of organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, assure adherence to prescribed management policies, and properly account for project income.

The Contractor agrees that, should the City determine that the Contractor's record keeping, reporting techniques, or data collection are inadequate to allow for effective monitoring and evaluation of the program, the City shall have the right to demand whatever record it deems adequate to correct such deficiencies in matters pertaining to the execution of the contract. Should these books and records still not meet the City's minimum standards of the accepted accounting practices, the City reserves the right to withhold any or all payments to the selected Contractor until such time the selected Contractor meets these standards.

10.5 Validity of Financial Documentation Submissions

Financial reports required to be prepared and submitted by the Contractor to the City shall be accurate and correct in all respects. Should an inaccurate report be submitted to the City, the City may require the Contractor to secure the services of a licensed accounting firm. The costs of such accounting services are to be borne by the Contractor, unless specifically agreed to between the Contractor and the City in a written amendment.

10.6 Records and Audits of Subcontracts

Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the expenses. The subcontractor shall furnish the City any statements, records, reports, logs, data, or other information as the City may request, in such form as the City may require, regarding all matters and work performed by any subcontract pertaining to this RFP.

Their records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within Los Angeles County for a period of five (5) years after receipt of final payment under this Contract, unless authorization to remove them is granted in writing by the City.

Expenditures pertaining to subcontracts must be supported by properly executed documents evidencing in detail the nature of each expense. The Contractor shall furnish the City any statements, records, reports, logs, data, or other information as the City may request, in such form as the City may require, regarding all matters and work performed by any subcontract pertaining to this RFP.

These records must be made available to the City upon request for copying, audit, and inspection at any time during normal business hours.

SECTION 11. GENERAL TERMS AND CONDITIONS

11.1 Standard Provisions for City Contracts

During the term of the contract, selected Contractor and subcontractors must comply with the Standard Provisions for City Contracts (Rev. 9/22) [v.1] hereby incorporated by reference and attached within Appendix A.

Per the Provisions of Section PSC-23 of the Standard Provisions for City Contracts, during the term of the Contract and without limiting CONTRACTOR'S obligation to indemnify, hold harmless and defend CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the

coverages and limits not less than the required amounts and types as determined by the City's Risk Management Division, as indicated on Form Gen. 146 in Appendix A hereto.

11.2 City Contracting Requirements

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

Because some of the requirements require extensive time to complete, the City strongly encourages proposers to begin these activities prior to the Pre-Proposal Conference.

11.3 COVID-19 Vaccination Requirement

In accordance with Ordinance 187134, adopted by the Los Angeles City Council on August 20, 2021, employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under an Agreement with the City (collectively, "In-Person Services"). "Fully vaccinated" means that fourteen (14) or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel has been fully vaccinated. The contractor shall retain such proof for the document retention period set forth in the Agreement with the City. The contractor shall grant medical or religious exemptions to Contractor Personnel as required by law.

11.4 Contracts with Other Parties

The selected Contractor must not enter into contracts with any other party for use of equipment or personnel dedicated to the IPMS and LA Express Park™ programs, including work performed as described in this RFP, without the approval of LADOT.

The selected Contractor must present to LADOT a list of all grants or funding agreements concerning either program, if any, which the selected Contractor has entered with any other public or private organizations.

11.5 Independent Contractor

The performance of the selected Contractor under this contract will be in the capacity of an independent Contractor, and with the understanding that no employee or subcontractor of the Contractor will be a City employee by virtue of the Contract.

11.6 City Representative Authorization

The Contractor shall refrain from any action, which would create or tend to create obligations, express or implied, on behalf of the City. It is understood that the Contractor is not and shall not be the legal representative or agent of the City and that the Contractor shall not be authorized to make any promise, warranty or representation except as specifically provided for in the Contract or as otherwise agreed to in writing between the parties.

11.7 City Identified Meetings and/or Training Sessions

Upon commencement of the work performed as described in this RFP, LADOT and the selected Contractor will meet quarterly, or as needed, during the contract period, to discuss any problems or issues and review recommended work proposals. The Contractor shall work closely with LADOT staff to resolve the issues.

11.8 Payroll, Taxes, and Other Charges

The Contractor is solely responsible for payment of all employees' wages and benefits, and subcontractors' costs. Without any additional expense to the City, the Contractor must be responsible for remitting any applicable federal or state withholding taxes, estimated tax payments, social security payments, unemployment compensation payments, or any other fees, taxes, or expenses whatsoever. The Contractor must defend, indemnify, and hold the City harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

The Contractor shall pay all taxes of whatever character that may be levied or charged upon its equipment, facilities improvements, fixtures, or upon its operation hereunder. Contractor shall also pay all license or permit fees necessary or required by law for the conduct of its operation hereunder. It is expressly understood and acknowledged by the parties hereto that any amounts payable hereunder shall be paid in gross amount, without reduction for any other governmental taxes or charges.

11.9 Data and Intellectual Property

All data and information gathered and/or related to LA Express Park™ and subsequent contracts, including right, title, and interest in city data, will remain the property of the City. The Contractor has no intellectual property rights or other claims to city data that is hosted, stored, or transferred to and from the products or the cloud services platform provided by the Contractor, or to the City's confidential information. The Contractor will cooperate with the City if the Contractor becomes aware of any potential infringement of those rights in accordance with the provisions listed in this RFP. See Appendix C for further details about City data and intellectual property contract language.

The selected Contractor will be required to fill out and sign the City's Master Data License and Protection Agreement (Appendix D).

11.10 Performance Monitoring by the City

The failure of the City to insist upon strict performance by the Contractor of any provision hereunder in any one or more instances shall not constitute a waiver of such provision by the City nor shall, as a result, the City relinquish any rights, which it may have under the Contract.

11.11 Limitations of Subcontracting

The Contractor shall not subcontract any function, duty or work without the expressed approval of the City. Also, the Primary Contractor is required to comply with subcontractor substitution requirements, which should be submitted to LADOT Project Manager. The Contractor will hold all subcontractor(s) to the same standards, as set for in this RFP, Exhibits, and Appendices and all other written documentation regarding this program. Further, the selected Contractor will evaluate and approve the work performed by subcontractors and vendors they contract with.

11.12 Additional Requirements

The City, after consulting with the Contractor, may develop additional reasonable requirements under the Contract by mutually agreeing to a written amendment to the Contract.

SECTION 12. PROTEST PROCEDURES

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

12.1 Protest Submission

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

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

City of Los Angeles
Department of Transportation
Attn: Laura Rubio-Cornejo, General Manager

100 South Main Street, 10th Floor
Los Angeles, California 90012

At a minimum, protest document must include the following:

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

12.2 Content Protest

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

12.3 Protest Against Another Respondent

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

12.4 Contract Compliance Protest

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

12.5 Selection Process Protest

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

12.6 Protest Review Process

Protests meeting the above criteria will be analyzed by LADOT personnel and any recommended actions will be presented in a written report to the Mayor’s Office. Protesting parties and firms

protested against will be notified of the time and date that the written report will be discussed in a public session by the Standing Protest Committee. This Committee will consist of two (2) members of the City's Board of Transportation Commissioners and at least two (2) members of LADOT senior management staff not otherwise involved with the Response evaluation.

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

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

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

12.7 Protests and Subcontractors

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

SECTION 13. GENERAL CITY RESERVATIONS

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

13.2 If a Contractor knowingly and willfully submits false information or other data, the City reserves the right to reject that response. If a contract was awarded as a result of false statements or other data submitted in response to this procurement process, the City reserves the right to terminate that contract.

13.3 Submission of a response to this procurement process constitutes acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of three hundred sixty-five (365) days from the date set for receipt of responses. The Contractor selected for a contract award pursuant to this procurement process will be required to enter into a written contract with the City approved as to form by the City Attorney. This solicitation and the Response, or any parts thereof, may be incorporated into and made a part of the final contract. The City reserves the right to further negotiate the terms and conditions of the contract.

The final contract offer of the City may contain additional terms or terms different from those set forth herein.

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

13.5 The City reserves the right to withdraw this solicitation at any time without prior notice and the right to reject any and all responses. The City makes no representation that any contract will be awarded to any Contractor responding to this procurement process.

13.6 The City reserves the right to extend the deadline for submission. Contractors will have the right to revise their Response in the event the deadline is extended.

13.7 All costs of response preparation are the responsibility of the Contractor. The City, in any event, is not liable for any pre-contractual expenses incurred by the Contractor in the preparation and/or submission of the response.

13.8 Responses will be reviewed and rated by the City as submitted. Contractors may make no changes or additions after the deadline for receipt.

13.9 A Contractor will not be recommended for a contract award, regardless of the merits of the Response submitted, if it has a history of contract noncompliance with the City or other funding source or poor past or current performance with the City or other funding source.

13.10 The City reserves the right to retain all responses submitted and the Responses shall become the property of the City. Any department or agency of the City has the right to use any of the ideas presented in the Responses submitted in response to this procurement process. All responses received by the City will be considered public records subject to disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Contractors must identify any material they claim is exempt from disclosure under the Public Records Act. In the event such exemption is claimed, the Contractor will be required to state in the Response that he or she will defend any action brought against the City for its refusal to disclose such material to any party making a request thereof. Failure to include such a statement shall constitute a waiver of Contractor's right to exemption from disclosure.

13.11 Upon completion of all work under the contract, ownership and title of all reports, documents, plans, drawings, specifications, and estimates produced as part of the contract will automatically be vested in the City of Los Angeles, and no further contract will be necessary to transfer ownership to any City entity. Copies made for the Contractor's records shall not be furnished to others without written authorization from the City of Los Angeles, Department of Transportation.

13.12 The City may award a contract on the basis of the Responses submitted, without discussions, or may negotiate further with those Contractors within a competitive range. Responses should be submitted on the most favorable terms for the City the Contractor can provide.

Section 14. APPENDICES

Appendix A: City Contracting Requirements & Checklist

Appendix B: Off-Street Parking Facilities Included in LA Express Park™

Appendix C: City Data Intellectual Property Contract Language

Appendix D: Master Data License and Protection Agreement

Appendix E: SoCal 511/METRO RIITS Network Requirements

Appendix F: RAMPLA BIP Manual

Attachment 1: Experience and Reference Form

Appendix A

City Contracting Requirements & Checklist

City of Los Angeles



Department of Transportation

Request for Proposals (RFP)
City Contracting Requirements

CITY CONTRACTING REQUIREMENTS CHECKLIST

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

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

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

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

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

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

SECTION III – Required Documents Prior to Award of Contract

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

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

SECTION IV – City Contract Compliance Requirements

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

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

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION I

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

Section A

Business Inclusion Program (BIP)

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

The Department of Transportation anticipated levels of

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

NOTE: BIP outreach information and/or assistance may be obtained through Lindsey Estes at lindsey.estes@lacity.org or (213) 928-9772.

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

SUMMARY

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

A. GENERAL

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

Additional information and/or assistance in implementing this Program may be obtained through Lindsey Estes at lindsey.estes@lacity.org or (213) 928-9772.

B. DEFINITIONS

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

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

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

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

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

Internet address: www.wbec-west.com

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

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

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

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

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

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

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

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

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

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

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

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

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

C. BIP OUTREACH DOCUMENTATION

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

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

1. E-mail RAMP Support at support@rampla.org.
2. E-mail Lindsey Estes at lindsey.estes@lacity.org with cc to robin.quintanilla@lacity.org
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call Lindsey Estes at 213-928-9772

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

not be accepted.

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

1	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
---	--

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

Required Documentation: No documentation is required from the proposer.

2	ATTENDED PRE-SUBMITTAL MEETING
---	---------------------------------------

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

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

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

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS
---	--

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

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

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

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

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

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

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

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

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

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

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

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

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

Required Documentation:

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

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

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

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

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

7	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE
---	--

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

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

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

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

D. AWARD OF CONTRACT

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

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

E. SUBCONSULTANT SUBSTITUTION

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

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

F. SUB-AGREEMENT FALSIFICATION

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

G. SUBMITTAL DOCUMENTS

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

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

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

I. AWARD OF CONTRACT

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

RFP SCHEDULE A
MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONSULANT INFORMATION FORM
 (NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN and DATE ALL SHEETS)

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

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

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

Signature of Person Completing this Form	Printed Name	Title	Date

MUST BE SUBMITTED WITH PROPOSAL

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

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

Contract Amount (Including Amendments)	This Invoice Amount

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

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

Invoiced to Date Amount (Includes this Invoice)	\$
--	----

Signature of Person Completing this Form	Printed Name	Title	Date

MUST BE SUBMITTED WITH EACH INVOICE

RFP SCHEDULE C FINAL SUBCONSULTING REPORT

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

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

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

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

Total Final Amount Invoiced	\$
------------------------------------	-----------

Signature of Person Completing this Form	Printed Name	Title	Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

Section B

Municipal Lobbying Ordinance

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

A copy of the ordinance can be found at:

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

Further information is available at:

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

INSTRUCTIONS

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

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

Section C

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

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

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

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

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

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

INSTRUCTIONS

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

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

Section D

Non-Collusion Affidavit

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

INSTRUCTIONS

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

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

NON-COLLUSION AFFIDAVIT

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

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

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

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

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

(Signature)

Section E

Contractor Responsibility Ordinance

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

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

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

INSTRUCTIONS

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

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

Section F

City of Los Angeles Contract History

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

INSTRUCTIONS

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

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

CITY OF LOS ANGELES CONTRACT HISTORY

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

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

☐ Yes ☐ No

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

Name of Organization

Title

Print Name

Date

Signature

Section G

Contractor Workforce Information (LA Residence Information)

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

The following information is to be included in each proposal:

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

INSTRUCTIONS

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

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

CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

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

Organization: _____

I. Corporate or Main Office Information:

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

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

II. City of Los Angeles Branch Offices Information:

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

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

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

Section H

Child Support Obligations

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

INSTRUCTIONS

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

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

City of Los Angeles

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS**

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

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

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

City/County/State

Date

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

Section I

Iran Contracting Act of 2010

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

INSTRUCTIONS

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

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

Section J

Living Wage Ordinance And Worker Retention Ordinance

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

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

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

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

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

The LWO Exemption forms are available here:

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

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

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

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

(Rev. 01/18)

INSTRUCTIONS

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

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

City of Los Angeles

COMPLIANCE WITH THE LIVING WAGE ORDINANCE

Return this document with the Proposal/Bid Response

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

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION II

Compliance Documents to be Completed and Submitted on LABAVN.ORG

Section K

Equal Benefits Ordinance And First Source Hiring Ordinance

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

Equal Benefits Ordinance (EBO):

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

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

First Source Hiring Ordinance (FSHO):

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

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

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

(Rev. 04/22)

INSTRUCTIONS

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

Section L

Disclosure Ordinances

(Slavery and Border Wall Contracting)

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

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

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

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

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

(Rev. 01/20)

INSTRUCTIONS

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

Section M

Local Business Preference Program

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

(Rev. 08/2021)

INSTRUCTIONS

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

PROPOSALS

(Pages LBPP-1 through LBPP-7)

REQUEST FOR PROPOSALS - LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)

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

Local Business Prime	8%
----------------------	----

Local Small Business	2%
----------------------	----

Local Transitional Employer	2%
-----------------------------	----

Or

Local Business Subcontractor (s)	Up to 5%
----------------------------------	-------------

NOTE: Local Business Preference Program information and/or assistance may be obtained through the
[enter Awarding Authority contract information here].

A. General

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

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

B. Participation Criteria for Local Business Preference Program

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

C. Definitions

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

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

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

D. Local Business Preference Program Participation Recognition

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

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

E. Failure to Comply & Penalties

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

2. The Awarding Authority may impose the following remedies:

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

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

F. Complaints and Protests

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

Submit complaints to:

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

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

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION III

Required Documents Prior to Award of Contract

Section N

Contractor Responsibility Ordinance Pledge of Compliance

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

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

INSTRUCTIONS

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

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

Section O

Certification of Compliance with the Americans with Disability Act

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

INSTRUCTIONS

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

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

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

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

AGREEMENT NUMBER: _____

CONTRACTOR: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Required Insurance and Minimum Limits

Name: _____

Date: 06/15/2023Agreement/Reference: RFP: Intelligent Parking Management System and LA Express Park (TM)

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

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**WC StatutoryEL \$1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act**General Liability** City of Los Angeles must be named as additional insured\$2,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)\$1,000,000**Professional Liability** (Errors and Omissions)\$2,000,000Discovery Period 12 Months After Completion of Work or Date of Termination**Property Insurance** (to cover replacement cost of building - as determined by insurance company)☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____**Pollution Liability**☐ _____**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

**Crime Insurance**\$1,000,000**Other:** A UMBRELLA LIABILITY: \$2 Million per occurrence; \$2 Million aggregate

B. CYBER LIABILITY: (i) Technology Errors and Omissions Liability and Professional Misconduct = \$2 Million per occurrence; \$2 Million aggregate; (ii) Unauthorized Computer Access, Security and Privacy Liability, Network Interruption, and Cyber Extortion = \$2 Million per occurrence; \$2 Million aggregate; (iii) Cloud Computing Liability = \$2 Million per occurrence; \$2 Million aggregate

Section P

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

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

(Updated 3/18)

INSTRUCTIONS

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

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

Section Q

Business Tax Registration Certificate

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

INSTRUCTIONS

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

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

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

Section R

Internal Revenue Service Form W-9

Request for Taxpayer Identification Number and Certification

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

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

INSTRUCTIONS

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

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

Section S

Financial Guarantee

Performance Bond, Letter of Credit, Etc.

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

INSTRUCTIONS

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

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

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION IV

City Contract Compliance Requirements

Section T

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

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

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

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

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

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

(Updated 6/16)

Section U

Contractor Evaluation Ordinance

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

Section V

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

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

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

(Rev. 06/18)

Section W

Standard Provisions for City Contracts

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

Appendix B

Off-Street Parking Facilities Included In LA Express Park™

Guidance System Facilities

The Scope of Work (Section 4) requires that the Contractor provide an IPMS that has the ability to integrate external data from off-street facilities, including occupancy data and information about parking policies.

LADOT's current list of off-street parking facilities included in LA Express Park™ are listed below. LADOT intends to add additional facilities in the future.

Facility	Address	Parking Spaces
Pershing Square	530 Olive St.	1,606
LA Mall	225 N. Los Angeles St.	250
El Pueblo - Lot 2	615 N. Main St.	250
Convention Center	1201 S. Figueroa St.	5,084
LAPD Aiso Street Garage	101 Judge John Aiso St.	299
Hollywood/Highland	6801 Hollywood Blvd.	3,020
Cherokee	1710 N. Cherokee Ave.	386
Vine Street	1627 N. Vine St.	457
Broxton Garage	1036 Broxton Ave.	365
Total		11,7183

Date prepared: 4/12/2022

Appendix C

City Data Intellectual Property Contract Language

In addition to the Standard Provisions for City Contracts, the following language shall be incorporated as part of all LA Express Park™ contracts with the City:

Definitions of Contract Terms

The following shall be construed to have the following meaning unless otherwise apparent from the context in which they are used:

“City Data”: (i) City information provided to Contractor for performance of the contract (reports, location of meters, etc); (ii) raw data collected by Contractor during performance of the contract; (iii) Reports generated using Contractor’s management system(s). This definition will survive expiration or termination of this Contract.

Intellectual Property

- A. The City exclusively and solely owns all City Data and the intellectual property therein. Unless otherwise provided for herein, Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patents, trade secret and all other intellectual property rights worldwide in any and all City Data. 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 may not provide or disclose any City Data to any third party without prior written consent of the City.

Any subcontract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall include a like provision to ensure that the ownership rights in City Data are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to damages paid to the City and the imposition of any and all sanctions allowed by law, including but not limited to termination of this Contract.

- B. Contractor represents and warrants that it owns and/or has acquired all requisite rights and/or licenses to use all intellectual property embodied, practiced or employed in the Contractor’s products being used by the City.
- C. Contractor hereby grants the City of Los Angeles including its departments, commissioners, officials, officers, employees, consultants, and agents (“City”) all the

rights and licenses required to use the Contractor's products. Such rights and licenses are irrevocable, royalty-free, and non-transferable.

- D. Except for willful misconduct of City, Contractor shall defend at Contractor's own expense, any torts (including products liability) claim, demand, suit or action ("Torts Action") against the City arising out of the City's use of the Contractor's products. Contractor also shall indemnify and hold harmless the City against any loss, cost, expense, attorneys' fee, liability, or damages against the City or settlement as a consequence of such Torts Action.
- E. In Contractor's defense of the City, negotiation, and settlement of any IP and Torts Action, the City shall retain discretion and control of the litigation, negotiation, settlement, and appeals therefrom, consistent with the Los Angeles City Charter, including Sections 272 and 273
- F. The provisions of this section of the Contract shall survive expiration or termination of this Contract.

Appendix D

Master Data License and Protection Agreement

Between

CITY OF LOS ANGELES acting by and through the Los Angeles Department of Transportation

And

[INSERT LICENSEE'S NAME].

This Master Data License and Protection Agreement (the “**Agreement**”) is made as of _____ (the “**Effective Date**”) by and between the City of Los Angeles acting by and through the Department of Transportation (“**LADOT**” or “**City**”), a municipal corporation of the State of California, and [INSERT LICENSEE'S NAME AND ADDRESS/ PLACE OF INCORPORATION] (“**Contractor**”), referred to herein collectively as “**Parties**” and individually as a “**Party**”.

WHEREAS, data relating to the provider of the Intelligent Parking Management System (IPMS)(“**Provider**”) operating on the streets of Los Angeles will be made available to Contractor as a function of the City’s Mobility Data Specification (“**MDS**”) and Curb Data Specification (“**CDS**”) rules; and

WHEREAS, LADOT will enter into a contract with Contractor (the “**City Contract**”) pursuant to which Contractor will provide services to LADOT in order to store, process, analyze and present such data to provide and operate the Contractor’s IPMS, and maintain and expand the LA Express Park program (“**Contracted Services**”).

NOW THEREFORE, in consideration of the covenants recited in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

1.1 “City Data” means any and all data provided to the Contractor by or on behalf of the City, including as a result of Contractor’s performance of the Contracted Services, through the City’s MDS and/or CDS rules, set out at <https://github.com/openmobilityfoundation/mobility-data-specification> and <https://github.com/openmobilityfoundation/curb-data-specification> or any successor MDS and/or CDS, including, without limitation, any data received through the Contractor’s IPMS; and any and all output, copies, reproductions, improvements, modifications, adaptations, derivations, aggregations, or translations thereof, even if such data was obtained by, transferred to, or reproduced, improved, modified, adapted, derived, or aggregated by Contractor prior to the effective date of this Agreement.

1.2 “Deliverables” means any reports, results, or analyses of City Data as processed by or through MDS and/or CDS.

1.3 “IPMS Software” shall mean the software provided by Contractor to enable the City, through Agency API and Provider API to control, monitor in real time, analyze, regulate by creating policies or otherwise, score, license and fine Providers, as well as to verify the quality of the City Data supplied by Providers, as more fully described in the Product Description as attached to City Contract as Schedule [to be determined].

2. License

2.1 City Data. The Parties agree that Contractor has no ownership of and, except as expressly provided in Section 2.5 of this Agreement, acquires no rights in City Data. As between the parties, City retains all right of ownership, title, and interest in and to City Data, including all intellectual property rights therein.

2.2 Except as specified in Section 2.2.1, City retains all right of ownership, title, and interest in and to any Deliverables and any work products originated and prepared using any part of City Data, including all intellectual property rights therein. Contractor hereby assigns to City all goodwill, copyright, trademark, patent, trade secret, and all other intellectual property rights worldwide in any work products originated and prepared using any part of City Data, except as specified in Section

2.2.1. Contractor further agrees to execute any documents necessary for City to perfect, memorialize, or record City's ownership of rights provided herein.

2.2.1 Contractor, and its licensors, if any, retains all right, title, and interest in and to the IPMS Software and all intellectual property rights therein. In addition, Contractor, and its licensors, if any, retains all right, title, and interest in and to those work products that are mere improvements or modifications to the IPMS Software including updates to the functionality of tools provided therein.

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

2.4 To the extent authorized in Section 9.6 of this Agreement, City acknowledges and agrees Contractor may use third-party subprocessors ("**Subprocessor**") that may view, access, or possess City Data. Any subcontract entered into by Contractor related to the provision of Contracted Services with a Subprocessor shall include provisions sufficient to contractually bind Subprocessor such that City's ownership, rights, and control of City Data and Contractor's obligations to protect City Data, are preserved and protected as intended herein.

2.4.1 Contractor's use of employees and independent contract staff to perform Contracted Services ("**Personnel**") shall be formalized with such Personnel in writing and shall include employee policy or contract provisions sufficient to bind those Personnel such that Contractor's obligations and City's rights are preserved and protected as intended herein.

2.5 Subject to the confidentiality and other terms of this Agreement, LADOT grants Contractor a non-transferable (except as expressly contemplated by Section 9.5), non-exclusive, terminable at-will, license to use, analyze, host, store, and process City Data, for the purpose of performing the Contracted Services for LADOT. Contractor shall not use, analyze, host, store, or process City Data for any other purpose. Nothing in this Agreement shall prevent Contractor from improving the IPMS with City Data processed in the course of providing the Contracted Services, to the extent that no City Data is used, stored, or retained beyond the scope and term of this Agreement. [A1]

2.5.1 Contractor shall not exploit or commercialize City Data for any reason. Except as authorized in Section 4 of this Agreement, Contractor shall not disclose, sell, assign, or otherwise provide any part of City Data to any third party.

3. Data Protection.

3.1 In General. The protection of personal privacy and personally identifiable data shall be an integral part of the business activities of Contractor, and Contractor shall use all reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time and safeguard the confidentiality, integrity, and availability of City Data and comply with the following conditions:

3.1.1. Contractor shall implement and maintain appropriate administrative, technical and organizational security measures in order to safeguard against unauthorized access, disclosure, or theft of City Data. Such security measures, as further described below, shall be reasonable and appropriate in light of the sensitivity and volume of City Data held by Contractor, the size and complexity of Contractor's business, and the cost of available tools to improve security and reduce vulnerabilities. Contractor agrees to protect City Data using security means and technology necessary to meet this reasonableness standard and agrees, in any event, that such security measures shall be no less stringent than the measures Contractor applies to its own personal or confidential data.

3.1.2 Unless otherwise stipulated in writing, Contractor shall encrypt all City Data at rest and in transit with controlled access. The Contractor shall apply and support encryption solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material

are not stored with any associated data. Whenever and wherever applicable, Contractor shall apply and support industry standards or better for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.

3.1.3 At no time shall any City Data be copied, disclosed, or retained by Contractor or any party related to Contractor, including its Subprocessors, for use in any process, publication, or transaction that is not specifically authorized by Section 4 of this Agreement or by the City in writing.

3.1.4 In accordance with Section 3.1.1, Contractor shall secure and protect all City Data from hacking, viruses, ransomware, and denial of service and related attacks. All City Data held by Contractor must be encrypted in accordance with Section 3.1.2. and Contractor shall take the measures required by this Section 3 to secure, and protect such City Data at all times.

3.2 Data, Development and Access-Point Location. Contractor shall provide its services to the City and its end users solely from data centers in the continental United States of America. Storage of City Data at rest shall be located in the continental United States of America. Contractor shall not allow its Personnel or Subprocessors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor may permit its Personnel and Subprocessors to access City Data remotely only as required to provide Contracted Services. Contractor shall neither access, nor allow a third-party access to City Data from any location outside of the continental United States of America. Contractor shall not provide any services under this Agreement from a location outside of the continental United States of America, absent receipt of City's express approval.

3.2.1 Access Limitations. Contractor, insofar as this is possible, shall use precautions, including, but not limited to, physical software and network security measures, personnel screening, training and supervision, and appropriate agreements to:

3.2.1.1 Prevent anyone other than City, Personnel, and Subprocessors with a specific need to know, for a purpose authorized under this Agreement, from monitoring, using, gaining access to City Data;

3.2.1.2 Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and

3.2.1.3 Prevent the disclosure of City and Contractor usernames, passwords, API keys, and other access control information to anyone other than authorized City personnel.

3.2.2 Security Best Practices. Contractor shall implement the following security best practices with respect to City Data and to any service provided:

3.2.2.1 Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.

3.2.2.2 Separation of Duties: The Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.

3.2.2.3 Role-Based Security: The Contractor shall restrict access to authorized users and base access control on the role a user plays in the Contractor's organization.

3.2.3 Credential Restrictions. Contractor shall restrict the use of, and access to, administrative credentials for accounts and system services accessing City Data, to only those of Contractor's Personnel and Subprocessors whose access is essential for the purpose of providing the Contracted Services or performing obligations under this Agreement. Contractor shall require Personnel and Subprocessors to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor will implement any City request to revoke or modify user access within twenty-four hours or the next business day of receipt of City's request. Contractor will disable user accounts after at most 10 consecutive invalid authentication attempts.

3.2.4 Physical and Environmental Security. Contractor facilities that process City Data must be housed in secure areas and protected by perimeter security such as barrier access controls including security guards and picture identification badges that provide a physically secure environment from unauthorized access, damage, and interference.

3.3 System Administration and Network Security.

3.3.1 Operational Controls. Contractor shall implement operational procedures and controls designed to ensure that technology and information systems are configured and maintained according to prescribed internal standards and consistent with applicable Industry Standard Safeguards. Examples of Industry Standard Safeguards are ISO/IEC 27002:2005, NIST 800-44, Microsoft Security Hardening Guidelines, OWASP Guide to Building Secure Web Applications, SOC 2 Type 2, and the various Center for Internet Security Standards. Moreover, Contractor shall use application security and software development controls designed to eliminate and minimize the introduction of security vulnerabilities.

3.3.2 Antivirus. Contractor shall have and maintain antivirus protection configured to automatically search for and download updates (daily, at a minimum) and perform continuous virus scans. Malware and threat detection must be updated continuously, and software patches provided by vendors must be downloaded and implemented in a timely manner. If Contractor is unable to implement these controls in a timely manner, Contractor shall notify City in writing.

3.3.3 Vulnerability Management and Patching. Contractor shall employ vulnerability management and regular application, operating system, and other infrastructure patching procedures and technologies designed to identify, assess, mitigate, and protect against new and existing security vulnerabilities and threats, including viruses, bots, and other malicious code.

3.3.4 Network Controls. Contractor shall have, shall implement, and shall maintain network security controls, including the use of firewalls, layered DMZs and updated intrusion, intrusion detection and prevention systems, reasonably designed to protect systems from intrusion or limit the scope or success of any attack or attempt at unauthorized access to City Data.

3.3.5 Logging and Monitoring. Unless prohibited by applicable law, Contractor shall, and shall require Subprocessors to, continuously monitor its networks and Personnel for malicious activity and other activity that may cause damage or vulnerability to City Data. Contractor shall maintain logs of administrator and operator activity and data recovery events related to City Data.

3.3.6 Changes in Service. Contractor shall notify the City of any changes, enhancement, and upgrades to the System Administration and Network Security, or changes in other related services, policies, and procedures, as applicable, which can adversely impact the security of City Data.

3.4 Policies, Assessments, and Audits.

3.4.1 Policies. Contractor shall, and shall require Subprocessors to, establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective Personnel in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) days of City's request, Contractor shall make available for review by the City Contractor's Information Security Policy and any related SOC audits or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.

3.4.2 Vulnerability and Risk Assessments. At least annually, Contractor shall perform vulnerability tests and assessments of all systems that contain City Data. For any of Contractor's applications that process City Data, such testing must also include penetration tests using intercept proxies to identify security vulnerabilities that cannot be discovered using automated tools, and code review or other manual verifications to occur at least annually.

3.4.3 Right of Audits by City/Security Review Rights. City and its agents, auditors (internal and external), regulators, and other representatives as City may designate, may inspect, examine, and review the facilities, books, systems, records, data, practices, and procedures of Contractor (and any Personnel and Subprocessors that Contractor may use) that are used in rendering services to City to verify the integrity of City Confidential Information and to monitor compliance with the confidentiality and security requirements for City Confidential Information. In lieu of an on-site audit, at City's discretion and upon request by the City, the Contractor agrees to complete, within fourteen (14 days) of receipt, an audit questionnaire provided by the City regarding the Contractor's data privacy and information security program. Contractor shall comply with all recommendations that result from such inspections, tests, and audits within reasonable timeframes.

3.5 Data Backup and Emergency Recovery. Contractor shall employ a multilayered approach to backups and disaster recovery including the use of a primary data center and a backup data center. Contractor shall perform both local and remote backups of the complete server infrastructure including server operating systems, applications, and data. Contractor shall perform Disaster Recovery Tests no less than semi-annually. Contractor shall maintain and comply with a reasonable written plan (the "DR Plan") setting forth procedures for (a) mitigating disruption to systems during and after an earthquake, hurricane, other natural disaster, war, act of terrorism, act of cyberterrorism, and other natural or man-made disaster, including without limitation Force Majeure Events (as that term is used in PSC-6, Excusable Delays, of the Standard Provisions for City Contracts (Rev. 9/22)[v.1] (collectively, a "Disaster"); and (b) restoring Service functionality promptly after a Disaster. The DR Plan will include procedures no less protective than industry standard, and Contractor shall update the DR Plan as the industry standard changes.

3.6 Data Return and Destruction. At the conclusion of the Agreement and as instructed by City, Contractor shall (at its sole cost) return, delete, or destroy City Data then in its possession or under its control including, without limitation, originals, and copies of such City Data in accordance with Section 4.1.2. The following types of information are excluded from this requirement: (i) City Data that becomes a part of the public domain, including through court filings; and (ii) City Data that Contractor is required to maintain, by law, regulations, or by the terms of this Agreement, but only for the time period required. For the avoidance of doubt, anything that is stored on routine backup media solely for the purpose of disaster recovery will be subject to destruction in due course rather than immediate return or destruction pursuant to this paragraph, provided that Personnel are precluded from accessing such information in the ordinary course of business prior to destruction.

3.6.1 Contractor shall implement and utilize appropriate methods to ensure the destruction of City Data. Such methods shall be in accordance with recognized industry best practices and shall leave no data recoverable on Contractor's computers or other media.

3.6.2 Certification of Destruction. Contractor agrees to certify that City Data has been returned, deleted, or destroyed from its systems, servers, off-site storage facilities, office locations, and any other location where Contractor maintains City Data within 45 days of receiving City's request that the information be returned, deleted, or destroyed. Contractor shall document its verification of data removal, including tracking of all media requiring cleaning, purging or destruction.

3.7 Data Breaches. Contractor shall notify City in writing as soon as reasonably feasible, but in any event within forty-eight hours, or if later, the next business day after Contractor's discovery of any unauthorized access of City Data or Contractor becoming reasonably certain that such unauthorized access has occurred (a "Data Breach"), or of any event that compromises the integrity, confidentiality or availability of City Data (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates if requested by City, and, in any event, reasonably frequent updates, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share a report of the investigation findings with City. At City's sole discretion, City and/or its authorized agents shall have the

right to conduct an independent investigation of a Data Breach. Contractor shall cooperate fully with City and its agents in that investigation. If the City is subject to liability for any Data Breach or Security Incident that arises as a result of Contractor's negligent performance of services for the City or Contractor's breach of this Section 3, the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

3.8 This Section 3 applies only to City Data under Contractor's care; in Contractor's possession, custody, or control; or being accessed by Contractor.

3.9 City shall be responsible for the security of City usernames, passwords, API keys and other credentials required to access the IPMS, to the extent such usernames, passwords, API keys and other credentials are in City's care, custody, or control. City shall be responsible for City's own disclosure of any City Data provided to City by Contractor or that City accessed through the IPMS.

3.10 This Section 3 shall not apply to any data or information to which the confidentiality obligations set forth in Section 4.1.2 do not apply.

4. Confidentiality

4.1 City's Confidential Information. For purposes of this Section 4.1, "**Confidential Information**" means any nonpublic information whether disclosed orally or in written or digital media, received by Contractor that is either marked as "Confidential" or "Proprietary" or which the Contractor knows or should have known is confidential or proprietary information. City Data shall be treated as Confidential Information by Contractor under this Agreement, even if such data is not marked "Confidential" or "Proprietary" or was obtained by or transferred to Contractor prior to the effective date of this Agreement.

4.1.2 Protection of Confidential Information. Except as expressly authorized herein, Contractor shall (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement or performing the Contracted Services. Contractor shall limit access to Confidential Information to Contractor Personnel and Subprocessors disclosed under Section 9.6, (1) who have a need to know such information for the purpose of Contractor performing its obligations or exercising its rights under this Agreement, or performing Contracted Services; (2) who have confidentiality obligations no less restrictive than those set forth herein; and (3) who have been informed of the confidential nature of such information. In addition, the Contractor shall protect Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At LADOT's request or upon termination or expiration of this Agreement, the Contractor will return to LADOT any Deliverables not provided to the City and Contractor will destroy (or permanently erase in the case of electronic files) all copies of Confidential Information, and Contractor will, upon request, certify to City its compliance with this sentence.

4.1.3 Exceptions. The confidentiality obligations set forth in Section 4.1.2 shall not apply to any Confidential Information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Contractor; (b) is lawfully provided to the Contractor by a third party free of any confidentiality duties or obligations; (c) was already known to the Contractor at the time of disclosure free of any confidentiality duties or obligations; or (d) the Contractor can demonstrate was independently developed by Personnel of the Contractor without reference to the Confidential Information. In addition, the Contractor may disclose Confidential Information to the extent that such disclosure is necessary for the Contractor to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Contractor promptly notifies LADOT in writing of such required disclosure, cooperates with LADOT if LADOT seeks an appropriate protective order, and the Contractor discloses no more information that is legally required.

4.2 Contractor's Confidential Information. For purposes of this Section 4.2, "**Confidential Information**" means any nonpublic information received by City that is either marked as "Confidential" or "Proprietary" at the time of disclosure, or, if provided orally, through verbal identification as confidential at the time of disclosure that, under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. "Confidential Information" under this Section 4.2 is further limited to information that is a "trade secret," as defined in subdivision (d) of Section 3426.1 of the California Civil Code, or paragraph (9) of subdivision (a) of Section 499c of the California Penal Code, including but not limited to Contractor's (a) business plans, methods, and practices; (b) personnel, customers, and suppliers; (c) inventions, processes, methods, products, patent applications, and other proprietary rights; or (d) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information, which is maintained by the Contractor as confidential.

4.2.2 Protection of Confidential Information. Except as expressly authorized herein, City shall hold in confidence and not disclose any Confidential Information to third parties and not use Confidential Information for any purpose other than fulfilling its obligations under this Agreement or the City Contract or realizing the benefits of the Contracted Services delivered thereunder. City shall limit access to Confidential Information to employees and contractors (1) who have a need to know such information for a purpose authorized under this Agreement; (2) who have confidentiality obligations no less restrictive than those set forth herein; and (3) who have been informed of the confidential nature of such information. In addition, City will protect Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At Contractor's request, City will, to the extent permitted by the State of California's records retention laws, destroy (or permanently erase in the case of electronic files) all copies of Confidential Information, and City will, upon request, certify to Contractor its compliance with this sentence.

4.2.3 Exceptions. The confidentiality obligations set forth in Section 4.2.2 shall not apply to any Confidential Information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the City; (b) is lawfully provided to the City by a third party free of any confidentiality duties or obligations; (c) was already known to the City at the time of disclosure free of any confidentiality duties or obligations; or (d) the City can demonstrate was independently developed by personnel of the City without reference to the Confidential Information. In addition, the City may disclose Confidential Information to the extent that such disclosure is necessary for the City to enforce its rights against Contractor under this Agreement or as required by law, including the California Public Records Act (CPRA), or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the City promptly notifies Contractor in writing of such required disclosure and the City discloses no more information than is legally required.

4.3 Compliance with Privacy Laws. Contractor is responsible for ensuring that Contractor's performance of its obligations and exercise of its rights under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, as amended from time to time. If this Agreement or any practices which could be, or are, employed in performance of this Agreement become inconsistent with or fail to satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to show such compliance. The City acknowledges and agrees that Contractor is not responsible for giving any notices to or obtaining any consents from any other party in order for Contractor to process the City Data as contemplated by this Agreement.

5. Warranties. Contractor represents and warrants that:

5.1 Disabling Code. No software or services to which the City is provided access and use hereunder contains any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or the City's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a

time bomb, virus, drip-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or the City's hardware or software.

5.2 Virus/Malicious Software. Contractor has used its best efforts to scan for viruses within Contractor's networks and information systems, and no malicious system will be supplied under this Agreement.

5.3 Information Security. Contractor's information security procedures, processes, and systems will at all times meet or exceed (i) the requirements of this Agreement; and (ii) all applicable information security and privacy laws, and legally binding standards, rules, and requirements related to the collection, storage, processing, and transmission of personally identifiable information.

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

7. Data Disclaimer. All data provided by or on behalf of City pursuant to this Agreement are provided "as is." City makes no representation or warranty, express or implied, regarding the data's accuracy, completeness or use. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the data will not infringe any patent, copyright, trademark, or other proprietary rights. Without limiting the generality of the foregoing, City does not represent or warrant that the data or access to it will be uninterrupted or error free.

8. Term

8.1 Term. The term of this Agreement shall be coextensive with the City Contract.

8.2 Survival. The provisions of Sections 2, 3, 4, and 6 will survive the termination or expiration of this Agreement.

8.3 Retroactive Application. The Parties agree that, to the extent permitted by applicable law, the provisions of Sections 2, 4, 6, and 7 of this Agreement shall be applied retroactively to any and all Contracted Services performed by Contractor, and any of its Personnel or Subprocessors, even if those acts and actions occurred or were in progress prior to the effective date of this Agreement.

9. General Provisions

9.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each party hereby expressly consents to the exclusive personal jurisdiction and venue in the state and federal courts of Los Angeles County, California for any lawsuit filed there against it by the other party arising from or related to this Agreement.

9.2 Export. Contractor agrees not to export, report, or transfer, directly or indirectly, any City Data, or any products utilizing such data, in violation of United States export laws or regulations. Without limiting the foregoing, Contractor agrees that (a) it is not, and is not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States or other applicable government body has prohibited export transactions (e.g., Iran, North Korea, etc.); (b) is not, and is not acting on behalf of, any person or entity listed on a relevant Request for Proposals

list of persons to whom export is prohibited (e.g., the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, etc.); and (c) it will not use any City Data for, and will not permit any City Data to be used for, any purpose prohibited by applicable law.

9.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

9.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.5 No Assignment. Except as provided in Section 9.6, Contractor will not assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of LADOT, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

9.6 Subprocessors. City acknowledges and expressly agrees that Contractor may retain Subprocessors in the course of providing Contracted Services. Contractor shall make available to City a current list of Subprocessors and their respective services immediately upon execution of this Agreement. When Contractor engages any new Subprocessor after the execution of this Agreement, Contractor will notify LADOT of such Subprocessor at least 30 days before the Subprocessor accesses or processes any City Data. Any and all Subprocessors shall be bound by the obligations of Contractor under this Agreement; notwithstanding the foregoing, Contractor remains responsible for compliance of any such Subprocessor with the terms of this Agreement.

9.7 Notices. All notices required to be given pursuant to the terms of this Agreement shall either be personally delivered or delivered by certified mail return receipt requested to:

If to LADOT:

Laura Rubio-Cornejo, General Manager
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California, 90012

With copies to:

Ken Husting, Principal Transportation Engineer
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California, 90012

If to Contractor:

[INSERT NOTICE ADDRESS]

Attention: [INSERT NAME/TITLE/EMAIL]

Or to any such other address as the parties may designate in writing, from time to time. All mailed notices shall be deemed received three days after being deposited in the U.S. mail.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

9.9 Entire Agreement. No-shrink-wrap, click-wrap, privacy policy, or other terms and conditions or agreements (“Additional Contractor Software Terms”) provided with any products, services, documentation, or software hereunder, or under the Contracted Services agreements, shall be binding on the City, even if use of the foregoing requires an affirmative “acceptance” of those Additional Contractor Software Terms before access is permitted. All such Additional Contractor Software Terms will be of no force or effect and will be deemed rejected by the City in their entirety. This Agreement is the final, complete and exclusive agreement of the parties with respect to the licensing, use and protection of City Data, and supersedes and merges all prior discussions between the Parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of each Party.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

THE CITY OF LOS ANGELES

[INSERT COMPANY NAME]

By: _____

Laura Rubio-Cornejo
General Manager
Department of Transportation

By*: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Hydee Feldstein Soto, City Attorney

By**: _____

By: _____

Michael Nagle
Deputy City Attorney

Date: _____

Date: _____

ATTEST:

Holly L. Wolcott, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

By: _____

Date: _____

* The signature of President, Chairman of the Board, or Vice President is required here; and

** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

City Agreement Number: _____

Council File Number: _____

Appendix E

SoCal511/METRO RIITS Network Requirements

The LADOT LA Express Park™ project will collect real time parking information (such as location, available parking, time, parking meter rates, etc.) and distribute it to the public through Metro's Southern California 511 system (<http://www.go511.com>) and other means. The project requires the consultant to provide XML data feed to Metro's RIITS Network so that the Southern California 511 system can retrieve the parking information along with other types of real time traffic information and provide them to travelers in near real time.

Figure 1 shows the high-level conceptual framework for the LA Express Park™/RIITS/Go511 interfaces.

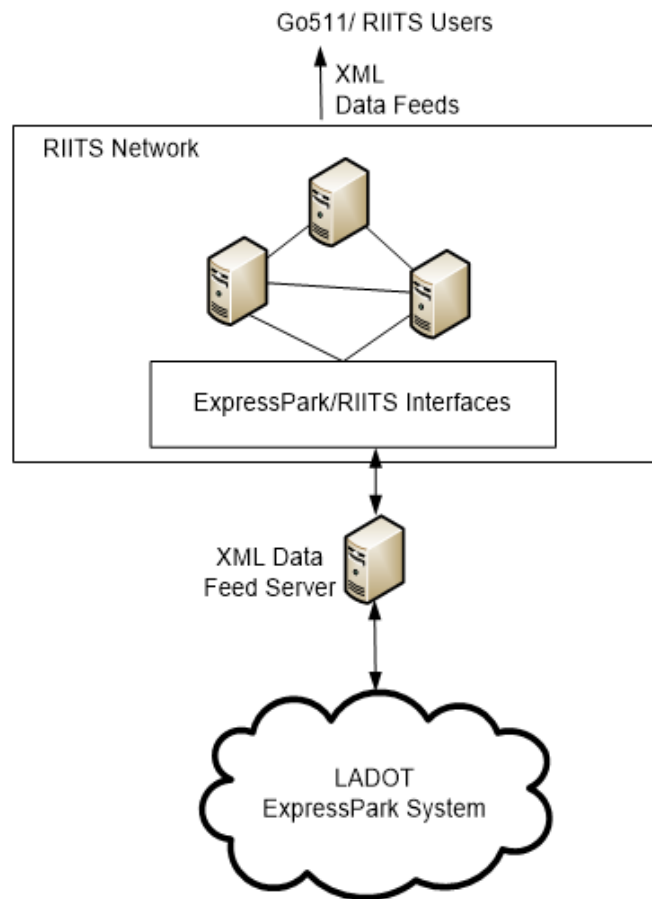


Figure 1- LA Express Park™/RIITS Network Interface

The RIITS Network represents the Los Angeles Regional ITS Architecture, it integrates ITS real time data from Caltrans Districts 7, 8, and 12, Los Angeles Department of Transportation (LADOT), California Highway Patrol (CHP), Metro, Foothill Transit, and Long Beach Transit (LBT), presents the data on a regional base map of five counties, and provides regional user interfaces

(RUIs) to allow agencies, Go511 system, and Information Server Providers (ISPs) to access, view and disseminate the data. The existing fiber optic-based network between LADOT ATSAC Control Center and Metro establishes a viable and ensured high-speed communication link for the LA Express Park™/RIITS integration.

The LA Express Park™ project should provide the following information for its integration with RIITS and Go511, including but not limited to:

- XY coordinates of parking lot location
- Timestamp of last update
- Name of parking lot
- Cross streets of parking lot location
- Parking Inventory and number of parking spaces currently available
- Current price (per hour or flat rate)

LA SAFE, the manager of Go511 has provided the following guidelines for the application programming interface (API):

- The meter management software system must provide an API that will allow the regional 511 system to request parking availability and pricing information on demand.
- The Proposer shall work with LA SAFE and LA SAFE's 511 Contractor to gain an understanding of the 511 system.
- The API shall be developed in the form of an authenticated XML web service using a REST interface.
- A detailed specification of the API shall be developed and provided to LA SAFE.
- The successful bidder shall work with the 511 system Contractor to test the interface and verify the correctness and timeliness of the data provided via the API.
- The API shall allow the 511 system to request parking availability and pricing within a specified radius of any location within the project area using any of the following methods:
 - The name of an established LA City landmark;
 - An intersection;
 - An address;
 - A geographic location as a latitude/longitude pair.
- The API shall allow the 511 system to request an inventory of all units within the project area including unit number, unit type, and unit location.

Attachment 1

Experience and Reference Form

Proposer Authorized Signature:

Proposer Contact Name:

Title:

Previous Project Experience Details:

Project Name and Type:

Project Address or Location:

Project Start Date: _____

Project Completion Date: _____

Project Summary:

Reference for Listed Project:

Name of Agency or Firm:

Contact Phone Number:

Name of Contact:

Please print/ include additional Experience & Reference Forms as necessary.