

0150-13229-0000

TRANSMITTAL

TO City Council	DATE 09/04/2026	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT ALL	

PROPOSED CONTRACT BETWEEN THE PUBLIC WORKS BUREAU OF SANITATION AND NS CORPORATION FOR THE MAINTENANCE AND REPAIR OF AUTOMATED VEHICLE WASH FACILITIES FOR A NOT-TO-EXCEED COST OF \$1,400,000 AND A TERM OF FIVE YEARS WITH ONE FIVE YEAR EXTENSION AND AN OPTIONAL SIX-MONTH EXTENSION ON A MONTH-TO-MONTH BASIS FOR A TOTAL POTENTIAL TERM OF 10 YEARS AND SIX MONTHS

Approved and transmitted for processing.
See the City Administrative Officer report attached.



MAYOR

(Mitch Kamin for)

Attachment

MWS/JWW/JVW:JPQ:10270008t

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

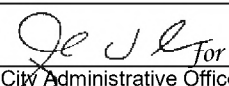
To: The Mayor	Date: 08-27-26	C.D. No. All	CAO File No.: 0150-13229-0000
Contracting Department/Bureau: Public Works: Bureau of Sanitation		Contact: Timothy Hoang – (213) 675-0286 Nancy Lantin – (213) 485-2158	
Reference: Transmittal from the Board of Public Works; referred to this Office June 25, 2026			
Purpose of Contract: Maintenance and repair of automated vehicle wash facilities.			
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: Five years from the date of execution with one five-year renewal option and an option to extend for an additional six months	
Contract/Amendment Amount: \$1,400,000			
Proposed amount \$1,400,000 + Prior award(s) \$0 = Total \$1,400,000			
Source of funds: Solid Waste Resources Revenue Fund			
Name of Contractor: NS Corporation			
Address: 28309 Avenue Crocker, Valencia, CA 91355			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 100%			
8. Business Inclusion Program	X		
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

RECOMMENDATIONS

That the City Council authorize the President, or two members, of the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), to execute a service agreement with NS Corporation to provide repair and maintenance services for the City's automated vehicle wash facilities, as previously approved by the Board on June 25, 2026, with a proposed initial term of five years with one five-year renewal option and an option to extend for an additional six months on a month-to-month basis, for a total potential term of ten years and six months, and a cost ceiling of \$1,400,000, subject to approval by the City Attorney as to form.

SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa series), the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests approval to execute a service agreement (Contract) with NS Corporation (NS Corp.; Contractor), as previously approved by the Board on June 25, 2026. The proposed Contract will provide for the repair and maintenance of vehicle washing facilities located at three of the Bureau's Solid Resources collection yards. The term of the agreement is five years with one five-year renewal option and an option to extend the Contract for an additional six months, for a total potential term of ten years and six months. The total not-to-exceed contract cost is \$1,400,000. In accordance with the Los Angeles Administrative Code Section 10.5(a), Council

Jessica Quach			
JPQ	Analyst	10270008	City Administrative Officer

approval is required as the Contract term is greater than three years. The City Attorney has approved the Contract as to form. Our Office has reviewed the request and recommends approval.

BACKGROUND

The Bureau's refuse collection fleet totals over 800 vehicles which are washed on a weekly or biweekly basis in order to prevent the propagation or attraction of flies, rodents and other vectors, to avoid possible public complaints, and prevent regulatory citations. The Bureau operates three permanent automated vehicle wash facilities, which are located in the South Los Angeles, East Valley, and West Valley collection yards. The automated vehicle wash systems are operated by a series of sensors, motors and pumps that work in conjunction to clean the vehicle as it travels through the wash structure. The wash water is captured and recycled for use during the high-pressure wash cycle. In order to ensure that the facilities are operating at optimal condition, scheduled preventative maintenance of these facilities is necessary. In addition, the regular maintenance helps to reduce the likelihood of facility shut down and costly repairs. The Bureau has contracted for the repair and maintenance of the automated vehicle wash facilities since 2004. The proposed Contract maintains the existing scope of services without any significant changes. The current contract with EST Companies LLC (EST) expires on September 14, 2026 and may be extended on a month-to-month basis for up to six months at the City's sole discretion.

Contractor Selection Process – In 2025, the Board authorized the Bureau to release a Request for Proposals (RFP) for the aforementioned services. EST and NS Corp. submitted proposals which were subsequently scored by the Bureau's evaluation panel. The evaluation panel scored and ranked the proposals based on the criteria shown in Table 1 below:

Table 1 – Evaluation Criteria	
Criteria	Point Value
1. Qualifications and Experience	20
2. Technical Requirements	15
3. Workplace Safety Requirements	20
4. Financial Requirements	15
5. Price and Value of Cost Proposal	25
6. Overall Proposal Responsiveness	5
TOTAL	100
Local Business Preference Program (LBPP)	12
TOTAL, including LBPP	112

The evaluation panel ranked NS Corp's proposal as first with a cumulative score of 88.25, while EST ranked second with a total score of 80.55. As such, the evaluation panel recommended awarding the Contract to NS Corp.

Scope of Services and Term – Under the proposed Contract, as stated in Article 2 – Scope of Services and Article 4.4 – Contractor Responsibilities, NS Corp. will perform a comprehensive initial facility assessment which includes a report detailing observations, photo documentation, and recommendations for monthly preventative maintenance, repairs, and replacement or upgrades. The inspection will cover all operating components including, but not limited to the water softener system, reclaimed water system, chemical pumps and supply components, valves, electrical and plumbing components, and odor control. After the initial assessment, NS Corp. will provide monthly maintenance,

an annual inspection, and scheduled repairs as needed. If emergency repairs are requested, the Contractor will have 24 hours to respond and be onsite to investigate the issue within 48 hours. Following the site investigation, the Contractor must develop and submit a comprehensive scope of work, cost estimate, and schedule to the Project Manager for approval. Emergency repair work is to be performed within three days of the City's notice to proceed. In addition to work performed on the facilities, NS Corp. will provide training to City staff to ensure safe operations.

The term of the proposed Contract is a five-year term with one five-year renewal option at the City's sole discretion. In addition, the proposed Contract provides for an option to extend the term on a month-to-month basis for a maximum of six months for a total potential term of 10 years and six months.

Compensation – The total contract ceiling for the proposed Contract over the 10 year and six-month term is \$1,400,000. Payment for services will be based on preapproved cost estimates that are itemized and include labor, subcontracted work, parts and materials. Additional rates, as found in Article 11 – Compensation, are listed in Table 2 below:

Table 2 – Contractor Services and Costs	
Service	Rate
Hourly Rates:	
Standard	\$160 per hour
Overtime	\$240 per hour
Emergency Call	\$240 per hour
Initial Facility Assessment	\$1,430 per facility
Monthly Preventative Maintenance	\$590 per facility
Annual Facility Assessment	\$590 per facility

Documentation and Liability - Work is to be performed Monday through Friday from 7:00 AM to 5:00 PM, excluding holidays. NS Corp. will maintain an onsite log book to document staff arrivals and departures. A copy of the log book will be submitted semi-annually, every January and July, to the Bureau's project manager for review.

Maintenance, Repairs, and Inspections – The Contractor will provide scheduled maintenance services including preventative maintenance, repair, and component replacements. Following each inspection, the Contractor will submit a comprehensive report to the Bureau's project manager detailing the services performed, any identified issues, and recommended repairs or improvements.

The Contractor assumes all responsibility for any loss or damage to the City's facilities and the Contractor's equipment. All necessary precautions to protect against injury and damage within the facility as well as to adjacent property are to be taken. The proposed Contract contains indemnification and insurance clauses.

CITY COMPLIANCE

In accordance with Charter Section 1022, on August 30, 2023, the Personnel Department determined that the City cannot perform the work intended for contracting. In accordance with Charter Section 373 and the Los Angeles Administrative Code Section 10.5(a), the proposed Contract requires Council approval as the term is longer than three years. The proposed Contract and Contractor comply with the

City's contracting requirements and have met the City's Business Inclusion Program requirements. Our Office recommends approval.

FISCAL IMPACT STATEMENT

Approval of the proposed Contract with NS Corporation for the not-to-exceed amount of \$1,400,000 for maintenance and repair of automated vehicle wash facilities will have no impact to the General Fund. Funding in the amount of \$20,000 is provided by the Solid Waste Resources Revenue Fund No. 508 for 2026-27. Funding for future years is subject to the annual budget approval process. The proposed Contract includes an obligation limitation clause which limits the City's obligation to make payments to funds which have been appropriated for this purpose.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies that special funds are used to fund applicable expenditures and are limited to the mandates of the funding source.

Attachment – Transmittal dated June 25, 2026 from the Board of Public Works (BPW-2026-0321), Bureau of Sanitation Board Report, Request for Proposals, and proposed Contract

MWS/JWW/JVW:JPQ 10270008

ATTACHMENT

**BOARD OF PUBLIC WORKS
MEMBERS**

STEVE S. KANG
PRESIDENT

JENNY CHAVEZ
VICE PRESIDENT

JOHN GRANT
PRESIDENT PRO TEMPORE

FAITH I. MITCHELL
COMMISSIONER

ERNESTO CARDENAS
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR

**OFFICE OF THE
BOARD OF PUBLIC WORKS**

TJ KNIGHT
ACTING EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

TEL: (213) 978-0256
TDD: (213) 978-2310
FAX: (213) 978-0278

<http://bpw.lacity.org>

June 25, 2026

BPW-2026-0321

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012

REQUEST FOR AUTHORITY – NS CORPORATION

As recommended in the accompanying report from the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. AUTHORIZE the Board of Public Works to execute a Personal Services Contract with NS Corporation for Repair and Maintenance Services for Automated Vehicle Wash Facilities; and
2. APPROVE the President or two members of the Board to execute the contract.

(W.O.: SRBCAOCC)

Fiscal Impact: There is no impact to the General Fund.

Sincerely,

TJ KNIGHT,
Acting Executive Officer, Board of Public Works

TK:lc

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JUNE 24, 2026

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
JUN 24 2026
AND REFERRED TO THE CITY COUNCIL
Executive Officer
Board of Public Works

CD: ALL

**AUTHORITY TO AWARD AND EXECUTE PERSONAL SERVICES CONTRACT WITH
NS CORPORATION FOR REPAIR AND MAINTENANCE SERVICES FOR
AUTOMATED VEHICLE WASH FACILITIES WO# SRBCAOCC**

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council (Council) with the request that the Board of Public Works (Board) be authorized to execute a Personal Services Contract with NS Corporation (NS) for Repair and Maintenance Services for Automated Vehicle Wash Facilities.
2. Upon the Mayor's and Council's authorization, the President or two (2) members of the Board will execute the contract.

FISCAL IMPACT STATEMENT

There is no General Fund impact resulting from the execution of this contract. This contract is funded by the Solid Waste Resources Revenue Fund, Fund 508.

TRANSMITTALS

1. Copy of the adopted LASAN and Bureau of Contract Administration Joint Board Report No. 1, dated July 28, 2025, authorizing LASAN to distribute a Request for Proposals (RFP), to interview, select, and negotiate with the most qualified proposer, and to return to the Board for authority to award and execute any contract(s) to perform the work.
2. Copy of the proposed contract between the City of Los Angeles and NS Corporation.

DISCUSSION

Background

LASAN is responsible for collecting refuse, yard trimmings, recyclables, horse manure, dead animals, bulky items, and other special waste from approximately 750,000 households receiving full collection services, as well as bulky item collection services for an additional

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500,000 multifamily accounts citywide. To provide these services, LASAN operates a fleet of more than 800 heavy-duty Solid Resources Collection Vehicles (SRCVs).

To maintain SRCVs in a clean, safe, and sanitary condition, the City of Los Angeles (City) operates automated vehicle wash facilities at three Solid Resources collection yards: South Los Angeles, East Valley, and West Valley. The South Los Angeles facility was originally installed within an existing masonry structure in 2001 and modified in 2004 to improve operational reliability. The East Valley facility became operational in 2003, followed by the West Valley facility in 2004.

The automated vehicle wash system is a complex electromechanical system designed to remove soil, debris, oil, and road grime from SRCVs. Vehicles pass through a sequence of automated spray arches where detergent solutions are applied through high-pressure spinning nozzles, followed by a potable water rinse cycle. The system utilizes sensors, motors, pumps, and centralized controls that operate in a coordinated sequence to ensure effective cleaning as vehicles move through the wash structure.

Wash water is captured and processed through a reclamation system that separates soil, oil, and debris for proper collection and disposal. The reclaimed water is then recycled for reuse during the high-pressure wash cycle. In addition, a pressure washer pre-wash system is available for operators to remove heavily soiled materials before vehicles enter the touchless wash system.

Supporting subsystems include chemical injection pumps that maintain detergent concentrations, water softening equipment that reduces detergent consumption, and water reclamation components that minimize potable water use and support sustainable operations.

Since becoming operational, the vehicle wash facilities have required ongoing maintenance and repair services to ensure continuous and reliable operation. Because these facilities support daily SRCV operations, any disruption in service requires prompt repair to minimize operational impacts.

The City's current contract with EST Companies LLC (EST) (Contract No. C-128194) for repair and maintenance services for automated vehicle wash facilities will expire on September 14, 2026. Upon expiration, the City may extend the agreement on a month-to-month basis for a period not to exceed six (6) months at the City's sole discretion.

If a replacement contract is not executed, the cleanliness and operational condition of SRCVs may be adversely affected. Failure to regularly clean SRCVs could result in odor complaints from residents and businesses, negatively impact public perception, and interfere with operational safety requirements, including the proper grounding of vehicles during refueling operations. Maintaining clean collection vehicles also demonstrates LASAN's commitment to exemplary stewardship of City assets and service delivery throughout Los Angeles neighborhoods.

On July 28, 2025, the Board authorized the release of a Request for Proposals (RFP) for Repair and Maintenance Services for Automated Vehicle Wash Facilities (Transmittal No. 1).

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LASAN now seeks authority to award and execute a personal services contract with NS Corporation (Transmittal No. 2) to provide repair and maintenance services for the City's automated vehicle wash facilities.

The RFP Process

The RFP solicited proposals for repair and maintenance services for the automated vehicle wash facilities located at LASAN collection yards.

By the proposal submission deadline, the City received two (2) proposals. All proposals were reviewed by LASAN's Centralized Contract Unit (CCU) for compliance with the Business Inclusion Program (BIP) outreach requirements. CCU determined that both proposers satisfied the BIP requirements. This determination was subsequently audited by the Bureau of Contract Administration's Office of Contract Compliance, which concurred with LASAN's findings.

Technical proposals were evaluated and scored by a five-member Evaluation Panel consisting of LASAN Solid Resources personnel. The Evaluation Panel included three (3) representatives from the Solid Resources Support Services Division, one (1) representative from the Solid Resources South Division, and one (1) representative from the Solid Resources Valley Collection Division. Proposals were evaluated in accordance with the criteria established in the RFP.

AUTOMATED VEHICLE WASH FACILITY REPAIR AND MAINTENANCE SERVICES – Proposer Evaluations

In response to the RFP, two (2) proposals were submitted: NS Corporation, and EST Companies LLC. The two (2) proposers successfully completed their BIP outreach. Therefore, they were evaluated and ranked according to the evaluation criteria set forth in the RFP.

The criteria for the selection of the respondents are outlined in the RFP and are enumerated as follows:

Proposal Evaluation Criteria:

Item No.	Category	Points
1	Qualifications and Experience	0 - 20
2	Technical Requirements	0 - 15
3	Workplace Safety Requirements	0 – 20
4	Financial Requirements	0 – 15
5	Price and Value of Cost Proposal	0 - 25

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6	Overall Proposal Responsiveness	0 – 5
TOTAL MAXIMUM POINTS		100
Possible Local Business Preference Program (LBPP)		0-12
Total Maximum Points Including Possible LBPP		112

Table 1. Scores and Ranks of the Repair and Maintenance Services Proposals

Rank	Proposer	Score
1	NS Corporation	88.25
2	EST Companies, LLC	80.55

RFP Evaluation Discussion:

NS was ranked first with a score of 88.25. As a whole, their proposal was found to satisfy and exceed the needs of the City. NS fully responded to each section of the RFP, including their excellent qualifications and experience in automated vehicle wash facility repair and maintenance, workplace safety, and financial standing. NS personnel, management, and administration have been very responsive to the City during this RFP process. NS is located 22 miles from the East and West Valley vehicle wash facilities; 39 miles from the South Los Angeles vehicle wash facility; and has technicians that live within the City, which enables them to promptly respond to the City's repair and maintenance requests in a reasonable timeframe.

EST was ranked second with a score of 80.55. Overall, their proposal was found to satisfy the needs of the City. The City has had a contract with EST since September 14, 2016. EST responded to each section of the RFP, including their qualifications in automated vehicle wash facility repair and maintenance, workplace safety, and financial standing. EST management was very responsive during this RFP process.

The proposals were reviewed, evaluated, and rated based on the evaluation criteria specified in the RFP. Per RFP Article 4, the City will select the PROPOSER(S) that is determined to be the most qualified, having the best experience, providing competitive prices, and possessing the ability to successfully perform the required tasks. Both proposers were evaluated based on their knowledge, experience, capacity, and costs. NS was the highest scoring proposal. Based on the evaluation results, NS was determined to provide the best value to the City. As a result, NS has been selected to provide automated vehicle wash facility repair and maintenance services for the City of Los Angeles.

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Table 2 shows service fees per task NS Corporation and EST Companies.

Task	NS Corporation	EST Companies LLC
Initial Facility Assessment for All Facilities	\$4,290	\$10,800
Monthly Preventative Maintenance for All Facilities	\$1,770	\$1,620
Annual Facility Assessment for All Facilities	\$1,770	\$9,180
Standard Hourly Rate	\$160	\$180
Overtime Hourly Rate	\$240	\$250
Emergency Hourly Rate	\$240	\$250

Local Business Preference (LBP) Program

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

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

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

Pursuant to the Local Business Preference Program, established by Ordinance No. 188111, NS Corporation and EST Companies LLC are not certified as LBE and/or CBE firms and therefore were not awarded any additional points.

Community Level Contracting

As part of the City's CLC initiative led by the Department of Public Works (DPW), LASAN seeks to help make City contracting more accessible and equitable by providing small contractors the opportunity to work directly with the City as Prime contractors on smaller, more manageable service projects. LASAN staff evaluated the work to be performed under this opportunity and determined it would be most feasible and cost effective to work with a prime contractor(s) that

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has the specialized knowledge and expertise necessary to repair and maintain the complex electromechanical operation of the automated vehicle wash facilities.

Term of Agreement and Cost Ceiling

The contract term will be for five (5) years, with one (1) five 5-year renewal option to be exercised at the City's sole discretion. The total estimated contract ceiling for the contract term, including the renewal option is \$1,400,000.

Business Inclusion Program

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. The Program provides Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms an equal opportunity to compete for, and participate in, City Contracts.

At the time of distribution of the RFP for these services, LASAN established anticipated participation levels for this contract of two (2) percent Minority Business Enterprise (MBE), two (2) percent Women Business Enterprise (WBE), two (2) percent Small Business Enterprise (SBE), two (2) percent Emerging Business Enterprise (EBE), and two (2) percent Disabled Veteran Business Enterprise (DVBE) participation. Currently, the Lesbian, Gay, Bi-sexual, Transgender Business Enterprise (LGBTBE) is not required as part of the BIP Outreach but is tracked for statistical purposes.

NS Corporation and EST Companies did not pledge to utilize any subcontractors and therefore have zero participation levels for all categories.

NS Corporation and EST Companies LLC have been found to have met the BIP Outreach requirements.

Notification of Intent to Contract

The Notification of Intent to Contract (NOI) was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on August 14, 2023.

Charter Section 1022

The CAO issued the 1022 determination report on August 30, 2023, and determined that there was an insufficient number of City staff to perform the work proposed to be contracted.

Approved as to Form

The proposed contract has been approved as to form by the Office of the City Attorney.

Other City Policies and Requirements

NS Corporation shall comply with all City requirements, including:

- Non-Discrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Worker Retention Ordinances

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- Equal Benefits Ordinance
- Business Tax Registration Certificate
- Child Support Obligations Ordinance
- Insurance and Performance Bond Requirements
- Slavery Disclosure and Disclosure of Border Wall Contracting Ordinances
- Americans with Disabilities Act
- Municipal Lobbying Ordinance
- Los Angeles Residence Information
- City of Los Angeles Contract History
- Non-Collusion Affidavit
- First Source Hiring Ordinance
- Contractor Bidder Campaign Contribution and Fundraising Restrictions
- Iran Contracting Act of 2010
- City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance
- Contractor Data Reporting

CONTRACTOR RESPONSIBILITY ORDINANCE

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

CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

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

Headquarters Address and Workforce Information

The headquarters of NS Corporation is 28309 Avenue Crocker, Valencia, CA 91355. NS Corporation employs 74 people, of which 74 reside in the City of Los Angeles.

Contract Administration

Responsibility for the administration of this contract will be with the Solid Resources Support Services Division of LASAN.

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PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

This contract was approved by PRD (SR238) on July 5, 2023, in the amount of \$1,400,000.

STATUS OF FINANCING

There is no impact to the General Fund. No funding is required in this fiscal year. The total funding for this project is not to exceed \$1,400,000, which will be funded by the Fund No. 508, Solid Waste Resources Revenue Fund.

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

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract.

The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment, or incur any expense in excess of the appropriation amount(s) until the City appropriates additional funds for this Contract.

FUTURE ACTIONS

Upon authorization by the Council and the Mayor, the Board will execute the contracts with NS Corporation.

(Signature page follows)

Respectfully submitted,


Sarai Bhaga (May 28, 2026 21:21:15 PDT)

Sarai Bhaga
Interim Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


Lynda McGlinchey (Jun 11, 2026 17:02:49 PDT)
LYNDA McGLINCHEY, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration


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

REVIEWED AND APPROVED BY:


Eva P. Sung, Acting Chief Financial Officer
Bureau of Sanitation

Prepared by:
Timothy Hoang, SRSSD
(213) 675-0286

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

JUL 28 2025

DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JULY 28, 2025


Executive Officer
Board of Public Works

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS AND TO NEGOTIATE A CONTRACT(S) FOR REPAIR AND MAINTENANCE SERVICES FOR AUTOMATED VEHICLE WASH FACILITIES (W.O. # SRBCAOCC)

RECOMMENDATIONS

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

1. Distribute and advertise the transmitted Request for Proposals (RFP) for repair and maintenance services for automated vehicle wash facilities.
2. Evaluate the proposals and based on the established rating criteria, select and interview the most qualified proposer(s).
3. Negotiate a contract(s) with the most responsive proposer(s).
4. Return to the Board of Public Works (Board) for authority to award and execute any contract(s), subject to Mayor and City Council approval prior to contract execution.

TRANSMITTAL

1. Copy of the RFP for Repair and Maintenance Services for Automated Vehicle Wash Facilities.

DISCUSSION

Request for Proposal (RFP)

This RFP is a solicitation for proposals from qualified and experienced contractors to provide the following services for the automated vehicle wash facilities at the East Valley, West Valley, and South Los Angeles Collection Yards:

- Initial facility assessment
- Scheduled repairs
- Scheduled maintenance
- Emergency repairs
- Annual facility assessment
- Equipment and facility upgrade

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Background

LASAN is responsible for collecting refuse, yard trimmings, recyclables, horse manure, dead animals, bulky items, and other special waste from approximately 750,000 households citywide. A fleet of more than 800 heavy-duty Solid Resources Collection Vehicles (SRCVs) is operated to collect these materials.

To keep the SRCVs in a clean and hygienic condition, the City of Los Angeles (City) operates automated vehicle wash facilities at three of its Solid Resources collection yards: South Los Angeles, East Valley, and West Valley. The first of these facilities was installed at the South Los Angeles Collection Yard within the existing masonry shell structure in 2001, and was modified in 2004 to improve reliability. The facility at East Valley was constructed and became operational in 2003, and the West Valley facility was constructed and became operational in 2004.

The automated vehicle wash is a complex electromechanical system that cleans soil and road grime from the exterior of the SRCVs. Each vehicle travels through a series of spraying arches where a detergent solution is applied to the vehicle's surfaces through high-pressure spinning nozzles. The vehicles then go through a rinse cycle, where they are cleaned with potable water. Each unit operation employs sensors, motors, and pumps in sequence. This equipment is actuated by a central control system for a predetermined time interval to clean the vehicle as it drives through the wash structure.

Wash water is captured, and the soil, grime, and oil are physically separated from the water for proper collection and disposal. After separation, the wash water is recycled during the high-pressure wash cycle. A pressure washer pre-wash system is available for the truck operator to clean heavily soiled surfaces of the SRCV before it enters the front end of the touchless wash system.

Ancillary sub-systems include a chemical addition pump that delivers detergent to the wash water at a predefined concentration, a water softener that minimizes detergent consumption, and a water reclamation system that reduces the need for additional potable water use in the wash system operation.

Since startup, the vehicle wash facilities have required regular maintenance to remain operational and adequately clean LASAN SRCVs. These facilities are expected to be kept fully operational on a daily basis. Therefore, in the event of disruption, these facilities need to be repaired promptly.

The City's current contract with EST Companies LLC (EST) (Contract C-128194) for the repair and maintenance of automated vehicle wash facilities will expire on September 14, 2026. If the proposed RFP is not executed, the cleanliness of SRCVs will be compromised. Residents and local businesses may file odor complaints about vehicles that are not regularly cleaned. Additionally, SRCVs must be washed regularly to ensure safe grounding of the vehicles during refueling. Furthermore, the trucks must be kept clean so that during travel through City neighborhoods, LASAN can demonstrate exemplary stewardship of City resources and equipment.

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Therefore, LASAN is seeking the distribution of an RFP (Transmittal No. 1) to solicit responses from contractors to provide repair and maintenance services for automated vehicle wash facilities.

Proposed Term of Contract

The proposed term of the contract will be five (5) years with one option to renew for an additional five (5) years.

Rationale for using a RFP

The RFP process is being used to solicit available services for the greatest benefit to the City at the most competitive rate. A review committee consisting of City staff will evaluate all proposals to determine which proposal or combination of proposals, according to the evaluation criteria identified, will bring the greatest benefit to the City.

Selection Process and Proposal Criteria

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

The criteria for the selection of the respondents are outlined in the RFP and are enumerated as follows:

Proposal Evaluation Criteria:

Item No.	Category	Points
1	Qualifications and Experience	0 - 20
2	Technical Requirements	0 - 15
3	Workplace Safety Requirements	0 - 20
4	Financial Requirements	0 - 15
5	Price and Value of Cost Proposal	0 - 25
6	Overall Proposal Responsiveness	0 - 5
TOTAL MAXIMUM POINTS		100
Possible Local Business Preference Program (LBPP)		0-12
Total Maximum Points Including Possible LBPP		112

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RFP Posting Requirement

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

Notification of Intent to Contract

The required Notification of Intent to Contract was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on August 14, 2023.

Charter Section 1022

The CAO/Personnel Department made a Charter Section 1022 determination on August 30, 2023 and found that the proposed services can be performed more feasibly and economically by a contractor rather than by City employees.

Business Inclusion Program (BIP)

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. The program provides Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms an equal opportunity to compete for, and participate in, City contracts.

LASAN has established anticipated participation levels of two (2) percent Minority Business Enterprise (MBE), two (2) percent Women Business Enterprise (WBE), two (2) percent Small Business Enterprise (SBE), two (2) percent Emerging Business Enterprise (EBE), and two (2) percent Disabled Veteran Business Enterprise (DVBE). Currently, the Lesbian, Gay, Bi-sexual, Transgender Business Enterprise (LGBTBE) is not required as part of the BIP Outreach but is tracked for statistical purposes.

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

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

Compliance with Board RFP Policy

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

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Other City Policies and Requirements

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

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

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

Local Business Preference (LBP) Program

Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the LBP Program which was designed to increase local employment and expenditures in the local private sector. All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant a six percent (6%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent (2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of ten percent (10%). The City shall grant a ten percent (10%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as a City Business Enterprise (CBE) firm. If the CBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent (2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a maximum of twelve percent (12%). Additionally, all non-LBE/CBE Proposers may be granted an additional percentage, up to a total of five percent (5%), of the total possible evaluation points added to their evaluation score for each of those certifications, for every ten percent (10%) of their proposal that is to be performed by a LBE, CBE, LSB and/or LTE subcontractor.

Community-Level Contracting (CLC)

As part of the City's CLC initiative led by the Department of Public Works (DPW), LASAN seeks to help make City contracting more accessible and equitable by providing small contractors the opportunity to work directly with the City as Prime contractors on smaller, more manageable service projects. LASAN staff evaluated the work to be performed under this opportunity and determined it would be most feasible and cost effective to work with a prime contractor(s) that has the specialized knowledge and expertise necessary to repair and maintain the complex electromechanical operation of the automated vehicle wash facilities.

Contractor Responsibility Ordinance

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

Contractor Performance Evaluation Ordinance

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

Contract Administration

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

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

The project budget was approved by PRC/PRD on August 9, 2023, in the amount of \$1,400,000.

STATUS OF FINANCING

No funding is required at this time. Specific funding information will be provided at the time of approval of the Task Order Solicitations. Funding sources may include, but are not limited to, the Fund No. 508, Solid Waste Resources Revenue Fund.

FUTURE ACTIONS

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

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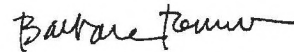
A review committee will evaluate the proposals. The most qualified proposer(s), who submitted the best proposal(s) in response to the RFP, will be interviewed, ranked and selected. LASAN will then negotiate a personal services contract with the highest rated firm to provide the required services. Subsequent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

(Signature Page Follows)

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Respectfully submitted,



BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



Lynda McGlinchey (Jun 23, 2025 16:09 PDT)
LYNDA McGLINCHEY, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration



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

REVIEWED AND APPROVED BY:



Sarai Bhaga (May 30, 2025 13:11 PDT)

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

Prepared by:
Jonathan Zari, Solid Resources Support Services Division
(213) 485-3572

Request for Proposals
For
REPAIR AND MAINTENANCE SERVICES
FOR AUTOMATED VEHICLE WASH FACILITIES



CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LA SANITATION AND ENVIRONMENT
Barbara Romero, Director and General Manager
Alexander Helou, Assistant Director
Cecile Buncio, Division Manager

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

**Request for Proposals for REPAIR AND MAINTENANCE SERVICES
FOR AUTOMATED VEHICLE WASH FACILITIES**

This Request for Proposals (RFP) is a solicitation for proposals from experienced contractors to provide repair and maintenance services for the automated vehicle wash facilities for the City of Los Angeles, Department of Public Works, LA Sanitation and Environment (LASAN). The Proposals must be submitted in accordance with the requirements set forth in this document.

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

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

DATE: [INSERT DATE]

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

LOCATION: Online Meeting, web conferencing information to be posted on RAMPLA listing.

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

Proposers shall direct all technical questions via email to:

Timothy Hoang, P.E.
timothy.hoang@lacity.org
(213) 675-0286
and/or
Darshna Patel, P.E.
darshna.patel@lacity.org
(213) 847-2952

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

PROPOSAL LOCATION ADDRESS:
Public Works Building
1149 South Broadway, Lobby Security
Los Angeles, CA 90015

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

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

An original and 5 copies (total of 6 sets) of all materials **including an electronic copy on a USB flash drive** must be received by **2:00 PM PST** on the proposal due date. Performance of a Business Inclusion Program (BIP) Outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants must be completed on RAMP, www.rampla.org. All BIP Outreach documentation must be submitted on RAMP by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline.

It is the sole responsibility of the Proposer to ensure that proposals are received at the location noted above by the due date and time. Proposals received after the exact date and time indicated will be deemed non-responsive and will be excluded from consideration. A delivery acknowledgement will be issued upon receipt of the proposal package and will be provided to the Proposer's **email address as indicated on the Proposal package**.

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

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ARTICLE 1 - GENERAL INFORMATION

1.1 Section Headings

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

1.2 Definitions

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

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

EMERGENCY REPAIRS	The services requested by the CITY to the CONTRACTOR to repair or replace a component that will result in the shutdown of the FACILITY
FACILITY	Automated vehicle wash facility consisting of a complex electromechanical system that cleans soil and road grime from the exterior of the CITY'S solid resources collection vehicles
HOLIDAYS	New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and other holidays officially designated and observed as such by the CITY
LASAN	LA Sanitation and Environment. The Bureau of Sanitation of the Department of Public Works, of the City of Los Angeles
MBE/WBE/SBE/ EBE/DVBE/LGBTBE/OBE	Minority Business Enterprise/Women Business Enterprise/Small Business Enterprise/ Emerging Business Enterprise/Disabled Veteran Business Enterprise/Lesbian, Gay, Bi-sexual, Transgender Business Enterprise/Other Business Enterprise
PROPOSER	A vendor who has submitted a proposal for evaluation in response to this RFP for REPAIR AND MAINTENANCE SERVICES FOR AUTOMATED VEHICLE WASH FACILITIES.
RFP	This Request for Proposals
SCHEDULED REPAIRS	The repair services scheduled by the CONTRACTOR with CITY PROJECT MANAGER'S approval that do not result in the immediate shutdown of the FACILITY but are needed to prevent further deterioration or failure of the system.
SUBCONTRACTOR	Any contractor, supplier, or vendor who is subcontracted by the selected PROPOSER to work on a CONTRACT.

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

1.3 Introduction

1.3.1 Program Background

The CITY operates automated vehicle wash FACILITIES at three of its Solid Resources collection yards: South Los Angeles, East Valley, and West Valley. The first of these FACILITIES was installed at the South Los Angeles Collection Yard within the existing masonry shell structure in 2001 and the system was modified in 2004 to improve reliability. The FACILITY at East Valley was constructed and became operational in 2003. The West Valley FACILITY was constructed and became operational in 2004. Since start-up, these FACILITIES have required regular maintenance to keep the wash systems operational. The wash systems are expected to be kept fully operational on a daily basis. In the event operation is interrupted, the system needs to be repaired in a prompt manner.

The automated vehicle wash is a complex electromechanical system that cleans soil and road grime from the exterior of the CITY's solid resources vehicles. Each vehicle travels through a series of spraying arches where the detergent solution is applied to vehicles' surfaces through a series of jet streams ejected from high pressure spinning nozzles. Then the vehicles are taken through a rinse cycle where they are cleaned with potable water. Each unit operation employs sensors, motors, and pumps in sequence. This equipment is actuated by a central control system for a predetermined time interval to clean the vehicle as it drives through the wash structure. Wash water is captured and the soil, grime and oil are physically separated from the water for proper collection and disposal. Following separation, the wash water is recycled during the high-pressure wash cycle. A pressure washer pre-wash system is available for the truck operator to clean heavily-soiled surfaces of the vehicle prior to entering the front end of the touchless wash system. Ancillary sub-systems include a chemical addition pump which delivers detergent to the wash water at a pre-defined concentration, a water softener which minimizes detergent consumption, and a water reclamation system that minimizes the need for additional potable water use for the wash system operation.

1.3.2 RFP Objectives

This RFP is seeking proposals from qualified and experienced CONTRACTORS to provide repair and maintenance services for the automated truck wash FACILITIES for the CITY for a term of five (5) years with one (1) renewal option for an additional five (5) years.

ARTICLE 2 – SCOPE OF SERVICES

CONTRACTOR shall provide the following services for all three FACILITIES located at the East Valley, West Valley, and South Los Angeles collection yards.

2.1 Initial Facility Assessment

Following CONTRACT execution, CONTRACTOR shall perform an assessment of all three FACILITIES, located at the East Valley, West Valley, and South Los Angeles collection yards, to evaluate the current condition, performance, capacity, and demands of each FACILITY. Upon completion of the assessment, CONTRACTOR shall submit a written Preventive Maintenance, Repair, and Replacement Schedule (**Appendix M**) for all components of each FACILITY, with a cost estimate, to the CITY PROJECT MANAGER as delineated below in Articles 2.2 and 2.3..

2.2 Scheduled Repairs

CONTRACTOR shall provide SCHEDULED REPAIRS identified in the Preventive Maintenance, Repair, and Replacement Schedule prepared pursuant to Section 2.1. Prior to proceeding with the SCHEDULED REPAIRS, CONTRACTOR must obtain the approval of the CITY PROJECT MANAGER. Upon completion of the work, CONTRACTOR shall notify the CITY PROJECT MANAGER, and the CITY PROJECT MANAGER must verify that the work is complete and the FACILITY is fully operational.

2.3 Scheduled Maintenance

CONTRACTOR shall provide scheduled industry standard maintenance services identified in the Preventive Maintenance, Repair, and Replacement Schedule. These services consist of, but are not limited to, the following activities:

- Water softener function and hardness tests
- Reclaimed water system component and function inspection
- Odor treatment for the reclaimed water
- Reservoir component and function inspection
- Automatic actuator component and function inspection
- Spray arch pumps and delivery component and function inspection
- Chemical pump function and titration tests
- Spray arch nozzle cleaning and adjustment
- Electrical, plumbing, and mechanical component inspection
- Tire guide and skid plate inspection

Prior to proceeding with the scheduled maintenance services, CONTRACTOR shall obtain the approval of the CITY PROJECT MANAGER. Upon completion of each scheduled maintenance service, CONTRACTOR shall submit to the CITY PROJECT MANAGER within 5 business days after completion of a scheduled maintenance service, on a CONTRACTOR-provided form, a report that includes the services rendered and details of any repair needs.

2.4 Emergency Repairs

CONTRACTOR shall respond to the CITY within twenty four (24) hours of receiving a notification from the CITY for EMERGENCY REPAIR and shall be onsite to investigate and address the problem within forty eight (48) hours of receiving the notification. Upon completion of the site investigation, CONTRACTOR shall develop a scope of work, cost estimate, and schedule for the EMERGENCY REPAIR to be completed and shall provide that information to the CITY PROJECT MANAGER. Prior to proceeding with the EMERGENCY REPAIR, CONTRACTOR shall obtain approval from the CITY PROJECT MANAGER. Upon completion of the EMERGENCY REPAIR, CONTRACTOR shall notify the CITY PROJECT MANAGER, and the CITY PROJECT MANAGER must verify that the work is complete and the FACILITY is fully operational.

2.5 Annual Facility Assessment

One (1) month prior to the end of each fiscal year, CONTRACTOR shall perform an annual assessment of each FACILITY. Upon completion of the assessment, CONTRACTOR shall submit to the CITY PROJECT MANAGER a written report describing the overall condition of each FACILITY and identifying the components of each FACILITY that need repair or replacement. The annual assessment report shall include a Preventive Maintenance, Repair, and Replacement Schedule for all components of each FACILITY with a cost estimate, proposed for the next fiscal year.

2.6 Equipment/Facility Upgrade

Based on the annual assessment results reported pursuant to Section 2.5, the CITY may modify or upgrade the FACILITY to improve its reliability and/or efficiency. Upon concurrence by the CITY, CONTRACTOR shall prepare design plans for the requested upgrade and/or modification, scope of work, cost estimate, and schedule for the work to be performed and shall provide that information to the CITY PROJECT MANAGER. Prior to proceeding with this work, CONTRACTOR shall obtain approval from the CITY PROJECT MANAGER. Upon completion of the work, CONTRACTOR shall notify the CITY PROJECT MANAGER, and the CITY PROJECT MANAGER must verify that the work is complete and the FACILITY is fully operational.

2.7 Onsite Work

Unless otherwise specified by the CITY PROJECT MANAGER or the Yard Superintendent, CONTRACTOR shall conduct onsite work at the FACILITY between the hours of 7:00 AM and 5:00 PM, Monday through Friday, excluding HOLIDAYS. CONTRACTOR shall log the date/time of arrival and departure of its staff in the Site Log Book and be confirmed with the Yard Superintendent or supervisor via signature entry in the Site Log Book (Appendix N).

2.8 Supply of Chemicals and Detergents

CONTRACTOR must supply industry standard detergents and chemicals to complete the services under the CONTRACT.

2.9 Facility Locations

South Los Angeles Collection Yard
786 South Mission Road
Los Angeles, CA 90023

East Valley Collection Yard
11050 Pendleton Street
Sun Valley, CA 91352

West Valley Collection Yard
8840 Vanalden Avenue
Northridge, CA 91324

ARTICLE 3 - GENERAL REQUIREMENTS FOR RESPONDING TO RFP

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

3.1 Submission Deadline and Address

All proposals shall be submitted to the CITY at the following address on or before the submission deadline stated below. The only proof of timely receipt will be the official date/time stamp entered on the proposal envelope by LASAN. Postmarks are not acceptable as proof of timely receipt.

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

DEADLINE DATE:	[INSERT DATE]
TIME:	2:00PM PST
LOCATION:	Public Works Building 1149 S. Broadway, Lobby Security Los Angeles, CA 90015
ATTENTION:	Timothy Hoang, P.E. Environmental Engineer

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

3.2 Proposal Presentation

All proposal originals shall:

1. Be unbound and photocopy ready (original copy)
2. Be typed or printed double-sided, on 8-1/2 by 11 inch size recycled and recyclable paper
3. Be enclosed in a single sealed package plainly labeled with the words "PROPOSAL FOR REPAIR AND MAINTENANCE SERVICES FOR AUTOMATED VEHICLE WASH FACILITIES"
4. Not exceed fifty (50) double-sided narrative pages, **excluding** title page, signature page, table of contents, executive summary, required CITY documents, resumes, references and printed materials (such as brochures). One (1) double-sided page – one (1) sheet of paper printed with narrative text on both sides – will count as two (2) pages.

5. Have continuously numbered pages.
6. Label each Article with title headers.

3.3 Number of Copies

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

- One (1) original of the entire proposal, including all original signatures.
- Five (5) copies of the entire proposal, labeled "COPY".
- If applicable, one (1) unbound copy of the proposal with confidential material entirely blacked out; including a statement of defense for actions brought against the CITY.
- **USB flash drive containing an electronic copy of the proposal package.**

3.4 Signature and Authority

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

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

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

3.5 Online (Virtual) Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held on:

DATE: [INSERT DATE]

TIME: [INSERT TIME] PST

LOCATION: Online Meeting, web conferencing information to be posted on RAMPLA listing.

CONTACT: Timothy Hoang
(213) 675-0286
timothy.hoang@lacity.org

NOTE: Attendance at the pre-proposal meeting is mandatory. Failure to attend will result in withdrawal of the proposal for non-compliance.

3.6 Questions Regarding the RFP

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

Timothy Hoang
timothy.hoang@lacity.org
Project Manager
City of Los Angeles
LA Sanitation and Environment
Support Services Division
(213) 675-0286

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

3.7 Confidential Information

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

“NOTICE”

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

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

3.8 RFP Items Not Covered

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

3.9 Proposal Cost and Ownership

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

3.10 Proposal Format

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

1. Title page
2. Signature page
3. Table of Contents
4. Executive Summary
5. General company and staff information (as detailed in Article 5.1.1)
6. Statement of Qualifications (as detailed in Article 5.1.2)
7. Technical requirements (as detailed in Article 5.2)
8. Workplace Safety Requirements (as detailed in Article 5.3)
9. Financial requirements (as detailed in Article 5.4)
10. Price and Value of Cost proposal (as detailed in Article 5.5).

ARTICLE 4 - SELECTION AND CONTRACT AWARD PROCESS

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

4.1 Proposal Evaluation

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

4.2 Proposal Criteria

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

Evaluation Criteria	Point Value
1. Qualifications and Experience	20
2. Technical Requirements	15
3. Workplace Safety Requirements	20
4. Financial Requirements	15
5. Price and Value of Cost Proposal	25
6. Overall Proposal Responsiveness	5
TOTAL POINTS	100

4.2.1 Qualifications and Experience

PROPOSERS will be evaluated based on their experience, performance record, and compliance to laws and regulations as described in Section 5.1.

4.2.2 Technical Requirements

PROPOSERS will be evaluated based on their ability to meet the technical requirements as specified in Section 5.2.

4.2.3 Workplace Safety Requirements

PROPOSERS will be evaluated based on their workplace safety programs and policies as described in Section 5.3.

4.2.4 Financial Requirements

PROPOSERS will be evaluated based on the submitted financial records as specified in Section 5.4.

4.2.5 Price and Value of Cost Proposal

PROPOSERS offering a lower price and value of cost proposal will have a higher potential to be selected as a CONTRACTOR (Section 5.5).

4.2.6 Overall Proposal Responsiveness

PROPOSERS will be evaluated on their overall responsiveness to the requirements of the entire RFP and their adherence to all Standard Provisions for City Contracts (Article 7).

ARTICLE 5 – PROPOSER TECHNICAL AND FINANCIAL QUALIFICATIONS

5.1 Qualifications and Experience

5.1.1 General Company and Staff Information

PROPOSER shall provide the following general company and staff information:

- Legal name and address of PROPOSER
- Purpose of organization
- Names of officers legally authorized to sign the CONTRACT
- Name, qualifications, educational and professional credentials and experience of officers and staff (assigned to this contract)
- Task assignments of each staff member assigned to this contract
- Signatures and declarations of officers and staff assigned to this contract.

5.1.2 Statement of Qualifications and Experience

PROPOSER shall submit a Statement of Qualifications, which must include, but is not limited to, the following items:

- Proof of experience and performance record in providing the scope of services described in this RFP (Article 2)
- Statement indicating PROPOSER has provided repair and maintenance services for automated vehicle wash facilities, for at least the past three (3) consecutive years.
- Statement indicating PROPOSER is not in default on any material contract obligations, and has not defaulted on any material contract obligations in the last two (2) years.
- List of past and current projects involving repair and maintenance services for automated vehicle wash facilities. Include references from the municipalities and/or companies serviced by these projects.
- Description of experience in obtaining required permits from applicable Federal, State, and local agencies.

5.2 Technical Requirements

PROPOSER shall address the following requirements and clearly describe their approach to fulfill these requirements.

5.2.1 Adequate Supplies, Equipment, and Staffing

PROPOSER shall provide FACILITIES repair and maintenance services in accordance with the provisions of this RFP. Such services shall include, without limitations, all the necessary labor, material, equipment, insurance, taxes, rents, lease payments, etc.

PROPOSER shall employ a qualified number of staff to sufficiently provide FACILITIES repair and maintenance services.

5.2.2 Permit and Regulatory Compliance

PROPOSER shall be responsible for determining which permits, clearances, and approvals are required to provide the required FACILITIES repair and maintenance services.

PROPOSER shall be responsible for obtaining and/or renewing all required permits, clearances, and approvals necessary to provide FACILITIES repair and maintenance services in compliance with all Federal, State, and local laws, statutes, ordinances, rules, and regulations.

PROPOSER shall bear the total costs of obtaining and/or renewing all required permits and approvals.

5.3 Workplace Safety Requirements

PROPOSER shall submit documentation describing how workplace safety is provided to their employees, which must include, but is not limited to, the following items:

- 5.3.1 Description of programs and policies related to Workplace Safety and Workplace Safety Compliance, including Injury and Illness Prevention Plan. Indicate if these documents are also available in different languages.
- 5.3.2 Copy of all Occupational Safety and Health Administration (OSHA) Logs of Work-Related Injuries and Illnesses from the past three (3) years, including but not limited to, worker safety metrics commonly used in the industry such as the number of hours lost for individual injuries and worker's compensation insurance ratios.
- 5.3.3 List of all OSHA citations that have been received in the past three (3) years of providing repair and maintenance services for automated vehicle wash facilities, including all supporting documents pertaining to the citation, its status, and its resolution.

5.4 Financial Requirements

PROPOSER shall submit the following information, and shall also submit a signed document stating all conditions described in this section have been met.

5.4.1 Audited financial statements for the past three (3) fiscal years including, at a minimum, income statements, balance sheets, and statements of changes in financial position. If such financial statements are available only from less than the past three (3) years, PROPOSER shall provide this information to the fullest extent possible. PROPOSER must have such statements certified by the Chief Financial Officer or other responsible representative of the entity and attested by an independent Certified Public Accountant.

In case of a joint venture or general partnership of more than one company, PROPOSER must supply the financial information of all joint venture parties or general partners.

5.4.2 If audited financial statements are not available, PROPOSER must provide a letter signed by an officer of the PROPOSER'S bank, indicating that the proposing entity's financial condition meets the financial threshold requirements as stated herein Section 5.4.

5.5 Terms of Compensation

CITY shall compensate the CONTRACTOR for the work performed under the AGREEMENT in accordance with the cost schedule below. CITY'S total obligation under the CONTRACT shall not exceed \$100,000 for the first CONTRACT year, and this amount may be adjusted by three percent (3%) for the succeeding years.

FACILITY	Estimated Annual Repair Cost	Estimated Annual Scheduled Maintenance and Chemical Costs
East Valley	\$10,368	\$25,230
West Valley	\$10,368	\$25,230
South L.A	\$8,029	\$19,537
TOTAL COSTS	\$28,764	\$69,997

The *Estimated Annual Repair Costs* are the estimated costs for labor and parts for SCHEDULED REPAIRS and EMERGENCY REPAIRS. The CONTRACTOR shall not charge fees for driving time or service calls.

The *Estimated Annual Scheduled Maintenance and Chemical Costs* include the cost to conduct the scheduled maintenance and the cost to supply the chemicals necessary to conduct the scheduled maintenance.

ARTICLE 6 - BUSINESS ARRANGEMENTS

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

6.1 Term of Proposed AGREEMENT

The proposed AGREEMENT term will be for five (5) years with one (1) option to renew for an additional five (5) years. The AGREEMENT is subject to final approval of the BOARD, Mayor, and City Council.

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

- A. The CONTRACT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR;
- B. The CONTRACT has been approved by the City Council or by the BOARD, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of the CONTRACT as to form; and
- D. The CONTRACT has been signed on behalf of CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into the CONTRACT.

6.2 Performance Guarantees

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

6.3 Performance Bond

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

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

6.4 Liability of Selected PROPOSER

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

6.5 Key Personnel

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

6.6 CONTRACTOR Personnel

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

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

6.7 SUBCONTRACTORS

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

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

Notwithstanding any other provision of the CONTRACT, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in the CONTRACT. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for the CONTRACT.

6.9 Cost Ceiling

The cost ceiling for this proposal shall not exceed \$1,400,000.00 for the duration of the CONTRACT. In the event of multiple CONTRACTS, the sum of the CONTRACT ceilings shall not exceed \$1,400,000.00. The CITY reserves the right to revise the cost ceiling during the negotiations phase. The CITY shall not be obligated to reimburse the selected PROPOSER for costs incurred in excess of the cost ceiling. The selected PROPOSER shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the cost ceiling unless and until the CITY shall have notified the selected PROPOSER in writing that such cost ceiling has been increased and shall have specified in such notice an estimated cost ceiling which shall thereupon constitute the cost performance of the proposed AGREEMENT. In the absence of the specified notice, the CITY shall not be obligated to reimburse the selected PROPOSER for any costs in excess of the cost ceiling set forth, whether those costs were incurred during the course of the proposed AGREEMENT or as a result of termination. When and to the extent that the cost ceiling has been increased, any costs incurred by the selected PROPOSER in excess of the cost ceiling prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase.

6.10 Compensation

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

6.11 Costs Incurred prior to Full Execution of the Proposed AGREEMENT

Costs incurred by the selected PROPOSER prior to the actual date of full execution of the proposed AGREEMENT that may follow the RFP process, shall only be payable to the selected PROPOSER if said costs were incurred in completing any task specifically authorized by the proposed AGREEMENT, and said costs are reviewed and approved by the CITY, and said approval for payment occurs after the proposed AGREEMENT is fully executed.

6.12 Invoice Procedures

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

6.12.1 Invoice Submittal

The CONTRACTOR shall submit all invoices to:

City of Los Angeles, Bureau of Sanitation
1149 South Broadway, Suite 500
Los Angeles, CA 90015
Attn: Timothy Hoang (Mail Stop 521)

6.12.2 Invoice Submittal Deadline

The CITY shall not be responsible for payment of invoices or supplemental invoices submitted to the CITY more than one (1) year after the date of expiration of the AGREEMENT.

6.12.3 Invoice Approval and Processing

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

6.12.4 Discount

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

6.12.5 Best Terms

Throughout the term of the CONTRACT, CONTRACTOR shall offer CITY the best terms, prices, and discounts that are offered to any of CONTRACTOR'S customers for similar goods and services provided under the CONTRACT.

6.12.6 Late Charges

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

6.12.7 Disputes

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

6.12.8 False Claims Act

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

6.13 Retention of Records, Audit and Reports

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

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon the CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of the CONTRACT.

6.14 Amendment

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

6.15 Suspension

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

6.16 Termination

A. Termination for Convenience

The CITY may terminate the CONTRACT for the CITY'S convenience at any time by providing the CONTRACTOR thirty (30) days written notice. Upon receipt of the notice of termination, the CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. The CITY shall pay the CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the CONTRACTOR to effect the termination. Thereafter, the CONTRACTOR shall have no further claims against the CITY under the CONTRACT. All finished and unfinished documents and materials procured for or produced under the CONTRACT, including all intellectual property rights the CITY is entitled to, shall become CITY property upon the date of the termination. The CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. Termination for Breach of Contract

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

4. If the CONTRACTOR engages in any dishonest conduct related to the performance or administration of the CONTRACT or violates the CITY'S laws, regulations or policies relating to lobbying, then the CITY may immediately terminate the CONTRACT.
5. Acts of Moral Turpitude
 - a. The CONTRACTOR shall immediately notify the CITY if the CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If the CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the CITY may immediately terminate the CONTRACT.
 - c. If the CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate the CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR'S ability to perform under the terms of the CONTRACT.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to the CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONTRACTOR.

6. In the event the CITY terminates the CONTRACT as provided in this section, the CITY may procure, upon such terms and in the manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and the CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of the CONTRACT under the provisions of this section, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of the CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 6.16(A) Termination for Convenience.
 8. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
- C. In the event that the CONTRACT is terminated, the CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS, and shall notify in writing all other parties contracted with under the terms of the CONTRACT within five (5) working days of the termination.

6.17 Indemnification

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

6.18 Claims for Labor and Materials

The CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of the CONTRACT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under the CONTRACT.

6.19 Independent Contractor

The PROPOSER is acting as an independent contractor and not as an agent or employee of the CITY. The PROPOSER shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

6.20 Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under the CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the CONTRACTOR or its SUBCONTRACTORS under the CONTRACT (each a Work Product; collectively Work Products) shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems appropriate. The CONTRACTOR hereby assigns to the CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under the CONTRACT. The CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

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

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

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

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

6.21 Successors and Assigns

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

6.22 Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with the CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's SUBCONTRACTORS), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a SUBCONTRACTOR of the CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONTRACTOR and SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, the CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to perform timely. As used in the CONTRACT, the term "SUBCONTRACTOR" means a SUBCONTRACTOR at any tier.

In the event the CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, the CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

6.23 Severability

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

6.24 Disputes

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

6.25 Applicable Law, Interpretation, and Enforcement

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

In any action arising out of the CONTRACT, the CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of the CONTRACT is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of the CONTRACT shall not be affected.

6.26 Breach

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

6.27 Rights Reserved by the CITY

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

1. Select and enter into an AGREEMENT with the PROPOSER who, in the CITY's sole judgment, is responsive to the RFP and whose proposal will satisfy the interests of the CITY, and not necessarily on the basis of price alone or any other single factor.
2. Award a CONTRACT to more than one PROPOSER.
3. Request additional information and/or clarification from the PROPOSERS.
4. Reject any or all proposals, permit the timely correction of errors, or waive minor deviations.
5. Supplement, amend, or otherwise modify this RFP, and to withdraw this RFP, with or without the substitution of another RFP.
6. Extend the deadline for the submission of responses to this RFP as needed.
7. Short-list any or all proposals and schedule oral presentations by the PROPOSERS.
8. Modify the length of the CONTRACT term and associated renewal options.
9. Conduct all investigations and background checks as deemed necessary.
10. Negotiate best and final offers with PROPOSERS.
11. Take whatever other action it deems in its best interest.

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

6.28 Acceptance of Terms and Conditions

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

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

All PROPOSERS are required to adhere to the CITY'S policies on Personal Services Contracts. Each proposal shall submit the relevant completed forms, also included in Attachments.

7.1 Insurance Requirements

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

(a) General Liability	\$1,000,000.00
(b) Workers' Compensation Employer's Liability Insurance	\$1,000,000.00
(c) Automobile Liability	\$1,000,000.00

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

7.2 Current Los Angeles City Business Tax Registration Certificate Required

For the duration of the CONTRACT, the CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code (LAMC), and shall not allow the Certificate to lapse or be revoked or suspended.

7.3 Non-Collusion

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

7.4 Los Angeles Residence Information

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

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

See Attachment F for sample form.

7.5 Contract History

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all CITY Contracts held by the bidder or any affiliated entity during the preceding ten (10) years. PROPOSERS shall complete and return the Contract History form included in Attachment J.

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

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

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

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

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

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

7.7 BIP Outreach Requirements

This RFP is subject to the CITY'S BIP Outreach Requirements included in Attachment D of this RFP. Performance of a BIP Outreach to MBE, WBE, SBE, EBE, DVBE and OBE SUBCONTRACTORS must be completed utilizing RAMP, www.rampla.org.

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

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

- Electrical Contractors and Other Wiring Installation Contractors (238210)
- Plumbing, Heating, and Air Conditioning Contractors (238220)

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

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

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

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

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

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

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

Please refer to Attachment D for the BIP Outreach Requirements.

7.8 Worker Retention Ordinance/Living Wage Ordinance

Unless approved for an exemption, Contractors under contracts primarily for the furnishing of services to or for the CITY and that involve an expenditure in excess of \$25,000 and a term of at least three (3) months, lessees and licensees of CITY property, and certain recipients of CITY financial assistance, shall comply with the provisions of LAAC Section 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO).

PROPOSERS who believe that they meet the qualifications for one (1) of the exemptions shall apply for exemption from the LWO and/or WRO by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the BCA website at <https://bca.lacity.gov>.

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

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

EBO:

PROPOSERS are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of LAAC Section 10.8.2.1, EBO.

All PROPOSERS shall complete and submit the EBO Compliance Affidavit available on RAMP residing at www.rampla.org, prior to award of a CITY contract that exceeds \$25,000. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the CITY'S RAMP. PROPOSERS do not need to submit supporting documentation with their proposals. However, the CITY may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

PROPOSERS seeking additional information regarding the requirements of the EBO may visit the BCA's web site at <http://bca.lacity.gov>.

FSHO

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

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

PROPOSERS seeking additional information regarding the requirements of the FSHO may visit the BCA's web site at <http://bca.lacity.gov>.

7.10 Contractor Responsibility Ordinance

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

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

7.11 Disclosure Ordinances Affidavit

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

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

The web form will be verified by the BCA only if PROPOSER'S company is the successful PROPOSER selected for CONTRACT award. PROPOSERS seeking additional information regarding the requirements of the SDO and DBWCO may visit the BCA's website at <http://bca.lacity.gov>.

7.12 Municipal Lobbying Ordinance

Any proposer for a contract, as those terms are defined under the Contractor Responsibility Program provided for in LAAC Section 10.40.1, shall submit with its bid a certification, in a form prescribed by the CITY Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under the Ordinance. The exemptions contained in LAAC Section 10.40.4 shall not apply to this subsection. The Municipal Lobbying Ordinance and Bidder Certification CEC Form 50 can be found in Attachment H.

7.13 Child Support Assignment Orders

The CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under the CONTRACT. Failure of the CONTRACTOR or principal owner to cure the default within 90 days of the notice of default will subject the CONTRACT to termination for breach. Any subcontract entered into by the CONTRACTOR for work to be performed under the CONTRACT must include an identical provision.

7.14 Access and Accommodations

The CONTRACTOR represents and certifies that:

- A. The CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. The CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. The CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under the CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

7.15 Conflict Of Interest

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

7.16 Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if the CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, CONTRACTOR'S principals, and CONTRACTOR'S SUBCONTRACTORS expected to receive at least \$100,000 for performance under the CONTRACT, and the principals of those SUBCONTRACTORS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate the CONTRACT and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after the CONTRACT is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12) shall include the following notice in any CONTRACT with any SUBCONTRACTOR expected to receive at least \$100,000 for performance under the CONTRACT:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

The Bidder Certification CEC Form 55 can be found in Attachment K.

7.17 Contractor Performance Evaluation Ordinance

At the end of the AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the LAAC, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

7.18 Local Business Preference (LBP) Program

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

(2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a maximum of twelve percent (12%). Additionally, all non-LBE/CBE Proposers may be granted an additional percentage, up to a total of five percent (5%), of the total possible evaluation points added to their evaluation score for each of those certifications, for every ten percent (10%) of their proposal that is to be performed by a LBE, CBE, LSB and/or LTE subcontractor.

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

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

7.19.1 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the CITY for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (Attachment M).

7.20 Contractor's Use of Criminal History for Consideration of Employment Applications Ordinance

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

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

7.21 Labor Compliance Requirements (Prevailing Wage, SB 854 etc.)

The CONTRACTOR must comply with applicable labor compliance requirements including but not limited to prevailing wage requirements, SB 854, Labor Code section 1771.1(a) & 1725.5, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described on the direct links provided below as applicable.

Prevailing Wage Requirements

The CONTRACTOR acknowledges and agrees that if all or part of the work will constitute construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds under Labor Code Section 1720, and to the extent federally funded or assisted in excess of \$2,000, are subject to Davis Bacon and Related Acts (DBRA). Prevailing wages must be paid to all workers employed on public works project when the public works project is over \$1,000. Accordingly, the CONTRACTOR shall comply with applicable prevailing wage policies as set forth in the State Labor Code requirements pertaining to “public works,” including the payment of prevailing wages in connection with construction, alteration, demolition, installation, or repair work components of the work, and the DBRA (collectively, “Prevailing Wage Policies”). The CONTRACTOR shall submit certified copies of payroll records to the City through the Online Certified Payroll System (OCPS) and shall maintain and make records available to the City and its designees for inspection and copying to ensure compliance with Prevailing Wage Policies.

For more details, please refer to the applicable statutes and regulations regarding the payment of prevailing wages and General Prevailing Wage Determination(s) including the footnotes. Such information is available on the Department of Industrial Relations’ website at <https://www.dir.ca.gov/>. Frequently asked questions can be found on the following link at https://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html.

SB 854 – Important Information for Contractors

SB 854 (Stat.2014, chapter 28) made several changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects as follows:

No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR.

The prime CONTRACTOR must post job site notices prescribed by regulation (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the Compliance Monitoring Unit (CMU).)

Additionally, all CONTRACTORS and SUBCONTRACTORS must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement can be found on the following link at <https://www.dir.ca.gov/Public-Works/SB854.html> (also for all SB854 related information).

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

Please refer to <https://www.dir.ca.gov/> for general requirements by DIR.

For additional information about public works requirements, please visit the public works section at <https://www.dir.ca.gov/Public-Works.html>.

7.22 Contractor Data Reporting

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a CONTRACT, and if the CONTRACTOR is a for-profit company or corporation, the CONTRACTOR shall, within thirty (30) days of the effective date of the CONTRACT and on an annual basis thereafter (i.e., within thirty (30) days of the anniversary of the effective date of the contract), report the following information to CITY via RAMP or via another method specified by CITY: CONTRACTOR's and any SUBCONTRACTOR's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("CONTRACTOR/SUBCONTRACTOR information"). On an annual basis, the CONTRACTOR shall further request that any SUBCONTRACTOR input or update its business profile, including the CONTRACTOR/SUBCONTRACTOR information, on RAMP or via another method prescribed by CITY.

APPENDIX

LIST OF ATTACHMENTS

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

 RFP-Attachments_Truck WashMaint2023.pdf

CONTRACT NO. C- _____

SERVICE AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

NS CORPORATION

FOR

REPAIR AND MAINTENANCE SERVICES FOR

AUTOMATED VEHICLE WASH FACILITIES



City of Los Angeles
Department of Public Works
Los Angeles Sanitation and Environment

Traci Minamide, Acting Director and General Manager
Alex Helou, Assistant Director

Solid Resources Support Services Division
Cecile Buncio, Division Manager

**AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND NS CORPORATION
FOR REPAIR AND MAINTENANCE OF AUTOMATED VEHICLE WASH
FACILITIES FOR LA SANITATION**

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EXHIBITS

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Exhibit 03	Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile for Task/Project Work
Exhibit 04	Insurance Contractual Requirements
Exhibit 05	Disclosure Ordinance Affidavit (RAMP)
Exhibit 06	Declaration of Compliance with Living Wage Ordinance
Exhibit 07	Contractor Responsibility Ordinance
Exhibit 08	Business Tax Registration Certificate
Exhibit 09	Los Angeles Residence Information
Exhibit 10	Non-Collusion Affidavit
Exhibit 11	Contract History
Exhibit 12	Municipal Lobbying Ordinance/CEC Form 50
Exhibit 13	Equal Benefits Ordinance Affidavit/First Source Hiring Ordinance (RAMP)
Exhibit 14	Contract Bidder Campaign Contribution and Fundraising Restrictions/CEC Form 55
Exhibit 15	Iran Contracting Act of 2010
Exhibit 16	Standard Provisions for City Contracts (Rev. 1/25 [v.2])
Exhibit 17	Hourly Billing Rate

**AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND NS CORPORATION
FOR REPAIR AND MAINTENANCE OF AUTOMATED VEHICLE WASH
FACILITIES FOR LA SANITATION**

This AGREEMENT, made and entered into by and between the City of Los Angeles, a municipal corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "NS CORPORATION" hereinafter referred to as the "CONTRACTOR "; is set forth as follows:

W I T N E S S E T H

WHEREAS, the CITY has a need for contracting services for the repair and maintenance of automated vehicle wash facilities as these services are expert and technical in nature and require specific knowledge; and

WHEREAS, the CITY operates a fleet of over 800 heavy duty vehicles for the collection of reuse, yard trimmings, recyclables, horse manure, dead animals, bulky items, and other special wastes from approximately 750,000 households; and

WHEREAS, these vehicles must be maintained in clean condition to prevent propagation or attraction of flies, rodents or other vectors, and to avoid regulatory citations or public complaints; and

WHEREAS, the automated vehicle wash facilities must be in good working condition all the time to maintain the cleanliness of these vehicles; and

WHEREAS, [CONTRACTOR'S](#) services are deemed to be vital to meet the CITY's commitment to [maintain the cleanliness of the solid resources collection vehicles](#); and

WHEREAS, the CITY plans to utilize [CONTRACTOR](#) to provide services for [the repair and maintenance of the automated truck wash facilities](#), during the course of a [five \(5\) year period with an option to renew for an additional five \(5\) year period](#); and

WHEREAS, on [July 28, 2025](#), the Board of Public Works authorized the Bureau of Sanitation (LASAN) to distribute a [Request for Proposals \(RFP\)](#) for [the repair and maintenance of automated vehicle wash facilities](#) and to negotiate a contract with a qualified proposer; and

WHEREAS, on [September 30, 2025](#), LASAN received [two \(2\)](#) proposals in response to the [RFP](#); and

WHEREAS, [CONTRACTOR](#) was deemed the [most](#) qualified proposer with the best experience, and expertise to perform said services as determined by CITY staff based on the evaluation criteria set forth in the [RFP](#); and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this CONTRACT have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this CONTRACT. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. The word "CONTRACTOR" includes the party or parties identified in this CONTRACT. The singular shall include the plural and if there is more than one CONTRACTOR, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

ARTICLE 2 – DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

AGREEMENT/CONTRACT	This contractual agreement between the CITY and NS CORPORATION for the repair and maintenance of the LASAN's automated vehicle wash facilities.
APPLICABLE LAW	All statutes, rules, regulations, permits, orders, or requirements of the United States, State of California, CITY, County of Los Angeles, and all regional, county, and local government authorities and agencies having applicable jurisdiction, that apply to or govern the repair and maintenance services for the automated vehicle wash facilities, or the performance of the CONTRACTOR'S and CITY'S respective obligations under this AGREEMENT.
BOARD	The Board of Public Works of the City of Los Angeles.
CALENDAR DAYS	Each day begins at 12:01 a.m. and ends twenty-four (24) hours thereafter at 12:00 midnight.
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los

	Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in matters concerning this document.
CITY PROJECT MANAGER	The CITY'S designated representative for all issues related to this AGREEMENT.
CONTRACTOR	NS CORPORATION.
CONTRACTOR PROJECT MANAGER	CONTRACTOR'S designated representative for all issues related to this CONTRACT.
CONTRACTOR SERVICES	All services to be provided by the CONTRACTOR specified in this AGREEMENT.
DIRECTOR	Director of LASAN or his or her designated representative.
FACILITY	Automated vehicle wash facility consisting of a complex electromechanical system that removes soil and road grime from the exterior of the CITY's solid resources collection vehicles.
HOLIDAYS	New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas, and other holidays officially designated and observed as such by the CITY.
LASAN	Los Angeles Sanitation & Environment, which is the Bureau of Sanitation of the Department of Public Works of the CITY.
MBE/WBE/SBE/EBE/DVBE/OBE	Minority/Women/Small/Emerging/Disabled Veteran/Other Business Enterprises.
RFP	Request for Proposal.
SERVICE	Repair and maintenance services for LASAN's automated vehicle wash facilities.
SUBCONTRACTOR	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR.
SUPERINTENDENT	LASAN Solid Resources Superintendent of the collection yard or his or her designated representative.
TIME OF DELIVERY	The date of the CITY'S final acceptance of the work and/or materials.

ARTICLE 3 – PROJECT DESCRIPTION

The CITY operates a fleet of over 800 heavy duty vehicles for the collection of refuse, yard trimmings, recyclables, horse manure, dead animals, bulky items, and other special wastes from approximately 750,000 households. These vehicles must be maintained in clean condition to prevent the propagation or attraction of flies, rodents, or other vectors, and to avoid regulatory citations or public complaints. To clean the vehicles, the CITY operates automated vehicle wash facilities at three of its solid resources collection yards: South Los Angeles, East Valley, and West Valley. These facilities are expected to be in good working condition all the time to maintain the cleanliness of the vehicles.

Automated vehicle wash facilities are a complex electromechanical system that removes soil and road grime from the exterior of the CITY'S solid resources vehicles. Each vehicle travels through a series of spraying arches where the detergent solution is applied to vehicle surfaces through a series of jet streams ejected from high pressure spinning nozzles. Vehicles are then taken through a rinse cycle where they are cleaned with 85% recycled water. Each unit operation employs sensors, motors, and pumps in sequence during a vehicle wash cycle. This equipment is actuated by a central control system for a predetermined time interval to clean the vehicle as it drives through the wash structure. Wash water is captured and the soil, grime and oil are physically separated from the water for proper collection and disposal. Following separation, wash water is recycled during the high-pressure wash cycle. A pressure washer wand is available for the truck operator to pre-wash heavily-soiled surfaces of the vehicle prior to entering the front end of the touchless wash system. Ancillary systems include a chemical addition pump which delivers detergent to the wash water at a pre-defined concentration, a water softener which minimizes detergent consumption, and a water reclamation system that minimizes the need for additional potable water use for the wash system operation.

Due to the technical nature and specific knowledge required to maintain and repair these facilities, the CITY has a need for contracting maintenance and repair services for these facilities. The CONTRACTOR'S services are vital to meet the CITY'S commitment to maintain the cleanliness of the solid resources collection fleet.

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES/TASKS TO BE PERFORMED BY THE CONTRACTOR

- 4.1 The CONTRACTOR shall perform the services described in [Article 4.4 and throughout this CONTRACT](#). The CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.
- 4.2 The CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

4.3 Maintenance of Records

The CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this CONTRACT, in their original form or as otherwise approved by the CITY. These records shall be retained for a period of no less than five (5) years from the later of the following: (1) the final payment made by the CITY, (2) the expiration of this CONTRACT, or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or the CITY'S representatives at any time. The CONTRACTOR shall provide any reports requested by the CITY regarding the performance of this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the CONTRACTOR may, upon the CITY'S written approval, submit the required information to the CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this CONTRACT.

4.4 Scope of Services

Services shall include, but not be limited to, the following:

4.4.1 Initial Facility Assessment

Following CONTRACT execution and upon written request from the CITY PROJECT MANAGER, the CONTRACTOR shall perform a comprehensive initial assessment of each FACILITY to evaluate the FACILITY's existing condition, performance, capacity, and operational demands. The CONTRACTOR shall prepare and submit to the CITY PROJECT MANAGER a written report detailing observations, photo documentation, and recommendations for monthly preventative maintenance, repairs, and replacement and/or upgrades. The CONTRACTOR shall also prepare and submit a proposed schedule and cost estimate for all components identified in the report. The CONTRACTOR shall submit the initial facility assessment for each FACILITY no later than sixty (60) calendar days from the date of the CITY PROJECT MANAGER's request.

4.4.2 Monthly Preventative Maintenance

The CONTRACTOR shall provide a monthly maintenance service program to ensure that the FACILITY remains in operation on a daily basis. This service program shall include but not be limited to the following:

- 4.4.2.1 Water softener function and hardness tests;
- 4.4.2.2 Reclaimed water system component and function inspection;
- 4.4.2.3 Trench drain system component and function inspection;
- 4.4.2.4 Clarifier system component and function inspection;
- 4.4.2.5 All valves including diaphragm and solenoid valves and function inspection;
- 4.4.2.6 Spray arch (including soap, high-speed spinner, and rinse) pumps and delivery component and function inspection;
- 4.4.2.7 Chemical pump function;
- 4.4.2.8 Spray arch nozzle cleaning and adjustment;
- 4.4.2.9 Electrical and plumbing component inspection;
- 4.4.2.10 Tire guide and skid plate inspection;
- 4.4.2.11 Odor control of the facilities;
- 4.4.2.12 Chemical supply replenishment (including but not limited to detergents, softeners, deodorizers, oil).

Upon completion of the monthly maintenance service, the CONTRACTOR shall submit to the CITY PROJECT MANAGER, a written report detailing the service rendered and notations of any repair needs within ten (10) business days. If FACILITY components need to be repaired, the CONTRACTOR shall develop a scope of work, cost estimate, and schedule for the work to be completed. Prior to proceeding, this repair work is subject to written approval of the CITY PROJECT MANAGER. Upon completion of the repair work, the CONTRACTOR shall notify the CITY PROJECT MANAGER for approval and to verify that the requested work is complete and the FACILITY is fully operational.

4.4.3 Scheduled Repairs

Scheduled Repairs are services requested by the CITY from the CONTRACTOR to repair or replace component(s) identified as being in poor condition during the Initial Facility Assessment (Section 4.4.1), Monthly Preventive Maintenance (Section 4.4.2), or Annual Facility Assessment (Section 4.4.5). The CONTRACTOR shall prepare and submit a scope of work, cost estimate, and proposed schedule for the repair to be completed. No work shall commence until the CONTRACTOR receives written notice to proceed from the CITY PROJECT MANAGER. Upon completion of the repair, the CONTRACTOR shall notify the CITY PROJECT MANAGER, who shall verify and approve that the work is complete and that the FACILITY is fully operational.

4.4.4 Emergency Repairs

These are services requested of the CONTRACTOR by the CITY to repair or replace component(s) that have resulted in the shutdown of the FACILITY. The CONTRACTOR shall respond to the CITY within one (1) business day after receiving notification. CONTRACTOR shall provide a scope of work, cost estimate, and schedule for the emergency repair to be completed, within three (3) business days after receiving notification, unless otherwise agreed upon with the CITY PROJECT MANAGER. Prior to proceeding, the emergency repair is subject to written notice to proceed approval of the CITY PROJECT MANAGER. CONTRACTOR shall be onsite to address the problem within three (3) business days from the notice to proceed, unless otherwise agreed upon with the CITY PROJECT MANAGER. Upon completion of the emergency repair, the CONTRACTOR shall notify the CITY PROJECT MANAGER for approval and to verify that the work is complete and the FACILITY is fully operational.

4.4.5 Annual Facility Assessment

The CONTRACTOR shall complete an annual assessment of each FACILITY no later than April 1st. The CONTRACTOR shall start the annual assessment of each FACILITY on February 1st but not earlier. Upon completion of the assessment, the CONTRACTOR shall submit to the CITY PROJECT MANAGER a written report describing the overall condition of each FACILITY and identifying the components of each FACILITY that need repair or replacement and the corresponding cost estimates. The CONTRACTOR shall submit the annual assessment reports to the CITY PROJECT MANAGER by April 30th.

4.4.6 Equipment/Facility Upgrade

Based on the assessment results reported in the Initial Facility Assessment (Section 4.4.1), Monthly Preventative Maintenance (Section 4.4.2), or Annual Facility Assessment (Section 4.4.5), the CITY may modify or upgrade the FACILITY to improve reliability and/or efficiency. Upon concurrence by the CITY, the CONTRACTOR shall prepare design plans for the requested upgrade and/or modification, scope of work, cost estimate, and schedule for the work to be performed. Prior to proceeding, this work is subject to the written notice to proceed approval of the CITY PROJECT MANAGER. Upon completion of the work, the CONTRACTOR shall notify the CITY PROJECT MANAGER for approval and to verify that the work is complete and the FACILITY is fully operational.

4.4.7 Training

The CONTRACTOR shall provide annual up-to-date training on the safe operation of the FACILITIES to CITY staff. The CONTRACTOR shall also provide training on an as-needed basis upon request of the CITY PROJECT MANAGER.

- 4.5 CONTRACTOR shall perform the services outlined in the scope of services with minimal disruption to yard activities by communicating and coordinating with CITY staff and implementing traffic control measures.
- 4.6 CONTRACTOR shall conduct the operations in a manner that avoids injury or damage to adjacent property and improvements. Buildings, trees, pole lines, fences, guard rails, and other objects on or adjacent to the work site that are not designated for removal, shall be protected from injury or damage. When ordered by the CITY, the CONTRACTOR shall provide and install suitable safeguards to protect any object from injury or damage. CONTRACTOR shall protect existing pavement and pavement edges against damage or marking from equipment with steel tracks and from equipment loaded in excess of the strength of the pavement or pavement edge.
- 4.7 CONTRACTOR shall accept full responsibility for the security against loss or damage to the CITY and/or CONTRACTOR-owned equipment involved while in its possession or in the possession of any of its agents. CONTRACTOR shall reimburse the CITY for any loss or damage to CITY equipment in his/her agent's care or custody. CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.
- 4.8 The work shall remain under the charge and care of the CONTRACTOR until final acceptance of the work by the CITY. The CONTRACTOR shall take all necessary precautions to protect against injury or damage to the work from the action of the elements or any other cause arising from the execution of the work. All injuries and damages resulting from the work performed by the CONTRACTOR shall be rebuilt and restored to good condition at the CONTRACTOR'S expense, prior to final acceptance by the CITY. Any loss or damage arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the performance of the work; or from any act or omission not authorized by these specifications, on the part of the CONTRACTOR or subcontractor shall be sustained by the CONTRACTOR.
- 4.9 If services and/or delivery fall below an acceptable level, as determined by the CITY PROJECT MANAGER or his or her designated representative, the CITY PROJECT MANAGER shall notify the CONTRACTOR in writing of the problems. This notification shall be in the form of a "Notice to Correct Unacceptable Service." CONTRACTOR shall respond in writing to the CITY PROJECT MANAGER, indicating what steps are being taken to correct the unacceptable service within three (3) business days. If the unacceptable service is not corrected within three (3) business days after the CONTRACTOR receives the "Notice to Correct

Unacceptable Service", liquidated damages of \$500 will be assessed each day until the correction is made and will be subtracted from invoices. The CITY reserves the right to immediately engage a different contractor once the "Notice to Correct Unacceptable Service" is issued. Additionally, payment may be withheld by the CITY until the corrections are completed to the CITY PROJECT MANAGER'S satisfaction. If unacceptable service continues after the CONTRACTOR receives the "Notice to Correct Unacceptable Service" or if the CONTRACTOR receives three (3) or more such notices during the duration of this CONTRACT (including any option for contract extensions), the CITY may terminate the CONTRACT as set forth in Article 9 of this CONTRACT.

- 4.10 Unless otherwise specified by the CITY PROJECT MANAGER or SUPERINTENDENT, onsite work at the FACILITY shall be conducted between 7:00 AM and 5:00 PM, Monday through Friday excluding HOLIDAYS. CONTRACTOR shall log the date/time of arrival and departure in the Site Log Book and shall be confirmed with signature entry from the SUPERINTENDENT or assigned designee in the Site Log Book (Exhibit 01). CONTRACTOR shall notify the CITY PROJECT MANAGER of the scheduled site visit, arrival to the site, and departure from the site. An electronic copy of the Site Log Book shall be submitted to the CITY PROJECT MANAGER twice a year in the months of January and July. CONTRACTOR shall maintain the original copy of the Site Log Book throughout the duration of this CONTRACT and submitted to the CITY PROJECT MANAGER at the end of the CONTRACT.

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

- 5.1 The CONTRACTOR designates the following person to represent the CONTRACTOR in all matters pertaining to this AGREEMENT:

Name, Title: [INSERT NAME, TITLE]
Address: [INSERT ADDRESS]
Telephone: [INSERT PHONE]
E-mail: [INSERT E-MAIL]

Additional technical specialists shall be assigned subject to the CITY PROJECT MANAGER'S approval.

- 5.2 The CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions for as long as required by the CONTRACT, and the CONTRACTOR shall not change personnel assigned to these positions without the prior written consent and approval of the CITY'S PROJECT MANAGER, whose consent shall not be withheld unreasonably.

- 5.3 Unless otherwise approved by the CITY, the CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY has the right to review and approve any personnel who are assigned to work under this CONTRACT. The CONTRACTOR shall remove personnel from performing work under this CONTRACT if requested to do so by the CITY.
- 5.4 The CONTRACTOR shall not use SUBCONTRACTORS to assist in the performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT and paying all SUBCONTRACTORS. The CITY has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of any SUBCONTRACTOR. The CITY does not have any obligation to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and any SUBCONTRACTOR.

ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

The CITY designates [Timothy Hoang](#) as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of this AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his or her stead. The CITY may designate another CITY employee to succeed [Timothy Hoang](#) as the CITY PROJECT MANAGER. The CONTRACTOR shall be notified in writing in such event.

The CITY shall furnish, without charge, facilities and resources available to the CONTRACTOR as deemed reasonably necessary and appropriate by the CITY.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for [five \(5\) years](#), with one (1) [five \(5\) year renewal option](#) at the CITY's sole [discretion under the same terms and conditions](#), from the date of full execution, unless terminated as provided under [Article 9 \[TERMINATION ARTICLE\]](#) or [extended by a duly approved](#) amendment to this AGREEMENT and signed by the parties.

In addition to the one 5-year renewal option, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of [six \(6\) months](#), during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of either the initial [five \(5\)-year](#) term if the CITY elects not to

renew, or the end of the **ten (10)**-year term if the CITY elects to renew, by providing the CONTRACTOR a written notice at least ninety **(90)** days prior to expiration of the AGREEMENT.

During the period of extension, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR by a maximum of **five percent (5%)** of the total CONTRACT cost. During such period of month-to-month operation, if the City decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least **sixty (60) days** after written notice from the City.

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

- A. This CONTRACT has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR;
- B. This CONTRACT has been approved by the City Council or by the BOARD, officer, or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and
- D. This CONTRACT has been signed on behalf of the CITY by the person designated by the City Council, or by the BOARD, officer, or employee authorized to enter into this CONTRACT.

ARTICLE 8 – SUSPENSION

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

ARTICLE 9 – TERMINATION

9.1 Termination for Convenience

The CITY may terminate this CONTRACT, in whole or in part, for the CITY'S convenience at any time by providing the CONTRACTOR thirty days (30) written notice. Upon receipt of the notice of termination, the CONTRACTOR shall immediately take action not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate its activities. The CITY shall pay the CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the CONTRACTOR to effect the termination. Thereafter, the CONTRACTOR shall have

no further claims against the CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights the CITY is entitled to, shall become CITY property upon the date of the termination. The CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

9.2 Termination for Breach of Contract

9.2.1 Except as provided in [Article 21 \[FORCE MAJEURE/EXCUSABLE DELAYS ARTICLE\]](#), if the CONTRACTOR fails to perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely performance of this CONTRACT, the CITY may give the CONTRACTOR written notice of the default. The CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the CITY. Additionally, the CITY'S default notice may offer the CONTRACTOR an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONTRACTOR'S plan. If the default cannot be cured or if the CONTRACTOR fails to cure within the period allowed by the CITY, then the CITY may terminate this CONTRACT due to the CONTRACTOR'S breach of this CONTRACT.

9.2.2 If the default under this CONTRACT is due to the CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, the CONTRACTOR shall immediately: (1) suspend performance of any services under this CONTRACT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and the CONTRACTOR'S obligation to suspend performance of services. The CONTRACTOR shall not recommence performance until the CONTRACTOR is fully insured and in compliance with the CITY'S requirements.

9.2.3 If a federal or state proceeding for relief of debtors is undertaken by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this CONTRACT.

9.2.4 If the CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates the CITY'S laws, regulations, or policies relating to lobbying, then the CITY may immediately terminate this CONTRACT.

9.2.5 Acts of Moral Turpitude

- a) The CONTRACTOR shall immediately notify the CITY if the CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
- b) If the CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to an Act of Moral Turpitude, the CITY may immediately terminate this CONTRACT.
- c) If the CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate this CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR'S ability to perform under the terms of this CONTRACT.
- d) Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in the California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elder abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- e) For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONTRACTOR.

9.2.6 In the event the CITY terminates this CONTRACT as provided in this section, the CITY may procure, upon such terms and in the manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated and the CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

9.2.7 If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this section or that the default was excusable under the terms of this CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

9.2.8 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

9.3 In the event that this CONTRACT is terminated, the CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five (5) working days of the termination.

ARTICLE 10 – SUBCONTRACT APPROVAL

All subcontracts that are one half of one percent (0.5%) of the total CONTRACT amount or \$10,000, whichever is greater, shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered SUBCONTRACTORS/SUBCONSULTANTS. The CONTRACTOR shall not substitute SUBCONTRACTORS listed in this AGREEMENT ([Exhibit 02, Schedule A](#)) without the prior written approval of the CITY. The CONTRACTOR shall not add SUBCONTRACTORS to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 11 - COMPENSATION, INVOICING, AND PAYMENT

11.1 Compensation

The CITY shall compensate the CONTRACTOR after the SERVICES are completed and accepted by the CITY. Payment of SERVICES shall be based on a preapproved cost-estimate basis itemizing the amount of labor, subcontracted work, parts, and materials required to perform all the required services. An

hourly rate is shown in Table 1, which may be adjusted annually from the date of contract execution, subject to CITY approval.

The cost ceiling for this CONTRACT shall not exceed \$1,400,000 for a potential total term of ten (10) years and six (6) months.

Table 1: CONTRACTOR Schedule of Services and Costs

Hourly Rates	Standard Rate: \$160/hour
	Overtime Rate: \$240/hour
	Emergency Call Rate: \$240/hour
Initial Facility Assessment	\$1,430/FACILITY
Monthly Preventative Maintenance	\$590/FACILITY
Annual Facility Assessment	\$590/FACILITY

11.2 Invoicing

11.2.1 CONTRACTOR shall submit to the CITY an original electronic copy and hard copy of an invoice to the CITY in a format acceptable to the CITY, with supporting documentation, for services rendered within thirty (30) CALENDAR DAYS after the completion of the work. CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation.

CONTRACTOR understand and agrees that payment of any invoice involving the supply of labor and/or equipment rental and/or materials to the CITY unless quoted in the form of a total lump sum price:

- Requires a prior written quotation itemizing the amount of labor and/or equipment rental and/or materials needed for the work;
- Requires said quotation to be approved in writing, prior to starting the work, by the CITY PROJECT MANAGER;
- Shall exclude the payment of travel time between the CONTRACTOR location and the FACILITY location, unless specifically authorized in writing by the CITY PROJECT MANAGER;
- Shall exclude payment for any work time not actually documented as work time spent at the FACILITY location;

- Requires the invoice to include a list of materials, if applicable, showing quantity, unit, description, price, as required by the CITY PROJECT MANAGER;
- Requires the invoice to include a list of rental equipment, if applicable, showing description, quantity, rate, and hours/days used, as required by the CITY PROJECT MANAGER; and
- May require a copy of CONTRACTOR'S invoice(s) documenting the labor and/or equipment rental and/or materials actually used for the work, if requested by the CITY.

11.2.2 Payment

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

CONTRACTOR shall submit invoices to:
 City of Los Angeles, LA Sanitation & Environment
 1149 South Broadway, Suite 500
 Los Angeles, CA 90015
 Attn: Timothy Hoang

11.2.3 Invoice Submittal Deadline

CITY shall not be responsible for payment of invoices or supplemental invoices submitted to the CITY more than sixty (60) CALENDAR DAYS after the date of service.

11.2.4 Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be reasonably required by CITY to establish the amount of such invoices as allowable expenses. A Subcontractor Utilization Attachment shall also be submitted as part of the monthly invoice, if applicable. CONTRACTOR must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoices shall be paid without the Schedule B, Subcontractor Utilization Profile Attachment 03. All invoices shall be subject to audit for a period of four (4) years from the termination of this AGREEMENT.

11.2.5 CITY shall not be obligated to reimburse CONTRACTOR for cost incurred in excess of the approved cost estimate unless authorized in writing by the CITY PROJECT MANAGER.

11.2.6 The CITY'S obligations under this AGREEMENT shall only be to the extent of the present appropriation to fund the AGREEMENT. No action, statement, or omission of any officer, agent, or employee of CITY shall impose any obligation upon CITY, such officer, agent, or employee, except to the extent CITY has appropriated funds and otherwise in accordance with the terms of this AGREEMENT. CONTRACTOR and CITY agree that no indebtedness for work performed which results in costs under this AGREEMENT shall arise against CITY until and unless there is an appropriation of funds to pay for such work. However, if CITY shall appropriate funds for any successive fiscal years, CITY'S obligations shall be extended to the extent of such appropriation subject to the terms and conditions of this AGREEMENT.

11.2.7 CITY shall review CONTRACTOR'S invoice and notify CONTRACTOR of exceptions or disputed items and their dollar amount. The total invoice amount, less any exceptions or disputed items shall be considered approved by the CITY. CITY shall pay CONTRACTOR all amounts approved for payment after CITY PROJECT MANAGER receives CONTRACTOR'S invoice.

11.2.8 Late Charges

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

11.3 False Claims Act

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

ARTICLE 12 – AMENDMENTS, CHANGES, OR MODIFICATIONS

All amendments, changes, or modifications to this CONTRACT shall be in writing and signed and approved pursuant to the provisions of [Article 7 \[TERM OF AGREEMENT AND TIME OF EFFECTIVENESS ARTICLE\]](#).

ARTICLE 13 – INDEMNIFICATION AND INSURANCE

13.1 INDEMNIFICATION

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

13.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S obligation to indemnify, hold harmless, and defend the CITY, the CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in [Exhibit 04 \[INSURANCE CONTRACTUAL REQUIREMENTS\]](#) hereto). The insurance must: (1) conform to the CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in [Exhibit 04](#) hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all Insurance Contractual Requirements shown on [Exhibit 04](#) hereto. [Exhibit 04](#) is hereby incorporated by reference and made a part of this CONTRACT.

13.3 BONDS

All bonds required by the CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in

accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from time to time.

ARTICLE 14 – INDEPENDENT CONTRACTORS

The CONTRACTOR is an independent contractor and not as an agent or employee of the CITY. The CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

ARTICLE 15 – WARRANTIES AND RESPONSIBILITY OF CONTRACTOR

- 15.1 The CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.
- 15.2 The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this AGREEMENT. The CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 15.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by the CITY in [Article 6 \[RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY\]](#). In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 15.4 The CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 15.5 Except as specified in [Article 13 \[INDEMNIFICATION ARTICLE\]](#) and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent

attributable to the CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

ARTICLE 16 - INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONTRACTOR, or its SUBCONTRACTORS, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product (as defined in [Article 18 \[OWNERSHIP AND LICENSE ARTICLE\]](#)) furnished by the CONTRACTOR, or its SUBCONTRACTORS, under this CONTRACT. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 17 – INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity, and/or proprietary information.

ARTICLE 18 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artworks, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems appropriate. The CONTRACTOR hereby

assigns to the CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this CONTRACT. The CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

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

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

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

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

ARTICLE 19 – SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under [Article 28 \[PROHIBITION AGAINST ASSIGNMENT OR DELEGATION ARTICLE\]](#).

ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

All notices shall be made in writing and may be given by personal delivery, regular mail, or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To the CITY:

Project Manager Contact: [Timothy Hoang](#)

Address: 1149 S Broadway, Mail Stop #521
Los Angeles, CA 90015
Telephone: (213) 675-0286
E-mail: Timothy.Hoang@lacity.org

Project Engineer Contact: John Karroum
Address: 1149 S Broadway, Mail Stop #521
Los Angeles, CA 90015
Telephone: (213) 485-2962
E-mail: John.Karroum@lacity.org

To the CONTRACTOR:

Contact Person: [Name]
Address: [Address]
Telephone: [Phone]
E-mail: [E-mail]

ARTICLE 21 – FORCE MAJEURE (EXCUSABLE DELAYS)

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a SUBCONTRACTOR of the CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONTRACTOR and SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, the CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to perform timely. As used in this CONTRACT, the term "SUBCONTRACTOR" means a subcontractor at any tier.

In the event the CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, the CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

ARTICLE 22 – SEVERABILITY

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

ARTICLE 23 – DISPUTES

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

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

ARTICLE 24 – ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 25 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing. This CONTRACT and its performance shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to the CONTRACTOR.

In any action arising out of this CONTRACT, the CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term, or provision of this CONTRACT is held void, illegal, unenforceable, or in conflict with any federal, state, or local law or regulation having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms, or provisions of this CONTRACT shall not be affected thereby.

ARTICLE 26 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

For the duration of this CONTRACT, the CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by the CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

ARTICLE 27 – WAIVER

A waiver of a default of any part, term, or provision of this CONTRACT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term, or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 28 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights under this CONTRACT, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this CONTRACT.

ARTICLE 29 – PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications, and other documents necessary for the CONTRACTOR'S performance of this CONTRACT and shall pay any fees required therefore. The CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the CONTRACTOR'S performance of this CONTRACT.

ARTICLE 30 – BEST TERMS

Throughout the term of this CONTRACT, the CONTRACTOR shall offer the CITY the best terms, prices, and discounts that are offered to any of the CONTRACTOR'S customers for similar goods and services provided under this CONTRACT.

ARTICLE 31 – CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this CONTRACT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder) and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this CONTRACT.

ARTICLE 32 – BREACH

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

ARTICLE 33 – MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this CONTRACT is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, the CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status, or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this CONTRACT by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Equal Employment Practices"

provisions of this CONTRACT.

- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Affirmative Action Program" provisions of this CONTRACT.

Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 34 – CHILD SUPPORT OBLIGATIONS ASSIGNMENT ORDERS

The CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. Failure of the CONTRACTOR or principal owner to cure the default within ninety (90) days of the notice of default will subject this CONTRACT to termination for breach. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 35 – LIVING WAGE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

35.1 LIVING WAGE ORDINANCE

The CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. The CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. ([Exhibit 06](#))
[\[DECLARATION OF COMPLIANCE WITH LIVING WAGE ORDINANCE EXHIBIT\]](#)

35.2 SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

The CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 36 – ACCESS AND ACCOMMODATIONS

The CONTRACTOR represents and certifies that:

- A. the CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and the California Government Code Section 11135;
- B. The CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. The CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services, and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE

The CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

ARTICLE 38 – LOS ANGELES BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, the CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the [Request for Proposal](#) process, throughout the duration of this CONTRACT. The CONTRACTOR shall utilize the Regional Alliance Marketplace For Procurement (RAMP) at <https://www.rampla.org/s/> to perform and document outreach to Minority, Women, and Other Business Enterprises. The CONTRACTOR shall perform subcontractor outreach activities through BAVN. The CONTRACTOR shall not change any of its designated SUBCONTRACTORS or pledged

specific items of work to be performed by these SUBCONTRACTORS, nor shall the CONTRACTOR reduce their level of effort, without prior written approval of the CITY.

ARTICLE 39 – DISCLOSURE ORDINANCES

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the Slavery Disclosure Ordinance, Section 10.41 et seq., of the Los Angeles Administrative Code, as may be amended from time to time. The CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. [Exhibit 05 \[SLAVERY DISCLOSURE ORDINANCE EXHIBIT\]](#) is attached hereto and incorporated herein by this reference.

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The City may terminate this CONTRACT at any time if the City determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 40 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

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

ARTICLE 41 – MUNICIPAL LOBBYING ORDINANCE

The CONTRACTOR for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, [Exhibit 12 \[MUNICIPAL LOBBYING ORDINANCE EXHIBIT\]](#), if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The

exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 42 – FIRST SOURCE HIRING ORDINANCE

The CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 43 – COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

Unless otherwise exempt, if this CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, CONTRACTOR'S principals, and the CONTRACTOR'S SUBCONTRACTORS expected to receive at least \$100,000 for performance under this CONTRACT, and the principals of those SUBCONTRACTORS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate this CONTRACT and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this CONTRACT is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12) shall include the following notice in any contract with any SUBCONTRACTOR expected to receive at least \$100,000 for performance under this CONTRACT:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY Contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve-month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at

ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

ARTICLE 44 – COMPLIANCE WITH THE IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the CITY 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." (Exhibit 15)

ARTICLE 45 – INTEGRATED CONTRACT

This CONTRACT sets forth all of the rights and duties of the parties with respect to the subject matter of this CONTRACT and replaces any and all previous contracts or understandings, whether written or oral, relating thereto. This CONTRACT may be amended only as provided for in the provisions of [Article 12 \[AMENDMENTS ARTICLE\]](#) hereof.

ARTICLE 46 – DATA PROTECTION

- A. The CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this CONTRACT, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). The CONTRACTOR shall notify the CITY in writing as soon as reasonably feasible, and in any event within twenty-four (24) hours, of the CONTRACTOR'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The CONTRACTOR shall begin remediation immediately. The CONTRACTOR shall provide daily updates, or more frequently if required by the CITY, regarding findings and actions performed by the CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to the CITY'S satisfaction. The CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the CITY. At the CITY'S sole discretion, the CITY and its authorized agents shall have the right to lead or participate in the investigation. The CONTRACTOR shall cooperate fully with the CITY, its agents, and law enforcement.

- B. If the CITY is subject to liability for any Data Breach or Security Incident, then the CONTRACTOR shall fully indemnify and hold harmless the CITY and defend against any resulting actions.

ARTICLE 47 – LOCAL BUSINESS PREFERENCE ORDINANCE

The CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 48 – CITY CONTRACTOR’S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

The CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 49 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

The CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to customers. The CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program, or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 50 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor if the person has been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been

adopted or that may be adopted by the CITY. The CONTRACTOR is required to have all employees, volunteers, and SUBCONTRACTORS (including all employees and volunteers of any SUBCONTRACTOR) of the CONTRACTOR working on the premises to pass a fingerprint and background check through the California Department of Justice at the CONTRACTOR'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

ARTICLE 51 – POSSESSORY INTERESTS TAX

Rights granted to the CONTRACTOR by the CITY may create a possessory interest. The CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the CONTRACTOR shall pay the property tax. The CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 52 – CONFIDENTIALITY

All documents, information, City Data (as that term is defined in Article 46), and materials provided to the CONTRACTOR by the CITY or developed by the CONTRACTOR pursuant to this CONTRACT (collectively "Confidential Information") are confidential. The CONTRACTOR shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by the CITY or as required by law. The CONTRACTOR shall immediately notify the CITY of any attempt by a third party to obtain access to any confidential Information. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 53 – COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by e-mail shall be deemed original signatures.

ARTICLE 54 – CONTRACTOR DATA REPORTING

If CONTRACTOR is a for-profit, privately owned business, CONTRACTOR shall, within 30 days of the effective date of the CONTRACT and on an annual basis thereafter (i.e.,

within 30 days of the annual anniversary of the effective date of the CONTRACT), report the following information to CITY via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by CITY: CONTRACTOR'S's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). CONTRACTOR shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by CITY.

ARTICLE 55 – RATIFICATION

At the CITY'S request the CONTRACTOR has performed services specified herein prior to the execution of the CONTRACT. To the extent that such services were performed in accordance with the terms and conditions of this CONTRACT, the CITY hereby acknowledges the services previously performed by the CONTRACTOR and ratifies the CONTRACTOR'S performance of said services. Costs incurred by the CONTRACTOR prior to the actual date of full execution of this CONTRACT shall only be payable to the CONTRACTOR if said costs were incurred in completing any task specifically authorized by this CONTRACT, said costs are reviewed and approved by the CITY, and said approval for payment occurs after this CONTRACT is fully executed. No such amount shall be due and payable until the CITY's approval. In no event shall interest be owed on any costs whatsoever incurred prior to the actual date of full execution of the CONTRACT.

SIGNATURE PAGE *[effective 5-22-2024 per CPO team]*

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
[Name]
[Title]
[Department Name]

Date: [mm/dd/yyyy]

APPROVED AS TO FORM:

[Name], City Attorney

By: _____
[Name]
Deputy City Attorney

Date: [mm/dd/yyyy]

NS CORPORATION

**Approved Signature Methods:*

1) *Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*

2) *One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign*

By: _____
[Name]
[Title]

By: _____
[Name]
[Title]

Date: [mm/dd/yyyy]

ATTEST:

Patrice Y. Lattimore, City Clerk

By: _____
[Name]
City Clerk

Date: [mm/dd/yyyy]

City Business License Number: 000001154700010

Internal Revenue Service Taxpayer Identification Number: [Number]

Said Agreement is Number [Contract Number] of City Contracts