

# City of Los Angeles



**Request for Proposal (RFP) for  
Recycling and/or Disposal Services of Clean and Mixed Inert Debris,  
Clean and Mixed Construction and Demolition Debris, Bulky Items,  
White Goods, and Mixed Debris**

**RFP No. 215857**

**Issued by:**

**Department of Public Works, Bureau of Street Services  
Keith Mozee, Executive Director and General Manager  
1149 S. Broadway, Suite 400  
Los Angeles, CA 90015**

**Date Issued: 09/03/2025  
Proposal Deadline: 10/15/2025**

## RFP OVERVIEW

<b>DATE ISSUED:</b>	09/03/2025
<b>RFP NUMBER:</b>	215857
<b>RFP TITLE:</b>	Recycling and/or Disposal of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, White Goods, Bulky Items and Mixed Debris
<b>ESTIMATED START DATE (TERM)</b>	January 1, 2026 five-year term with two (2) five-year renewal options, and an optional extension for a maximum of six months
<b>DESCRIPTION/ SCOPE OF WORK SUMMARY:</b>	The City of Los Angeles, Bureau of Street Services (StreetsLA) is seeking proposals from qualified firms to provide recycling and/or disposal services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, White Goods, Bulky Items, and Mixed Debris.
<b>PRE-PROPOSAL CONFERENCE:</b>	<p>A pre-proposal meeting will be held on Wednesday, September 17, 2025 at 11:00am via Google Meet.</p> <p>RAMP# 2158857 Recycling and/or Disposal of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris Pre-Proposal Meeting Wednesday, September 17 · 11:00am – 12:00pm Time zone: America/Los_Angeles Google Meet joining info Video call link: <a href="https://meet.google.com/coo-wfob-syg">https://meet.google.com/coo-wfob-syg</a> Or dial: (US) +1 252-680-0069 PIN: 139 883 804# More phone numbers: <a href="https://tel.meet/coo-wfob-syg?pin=7465539183454">https://tel.meet/coo-wfob-syg?pin=7465539183454</a></p> <p>For a more detailed response, please submit questions in writing at least one (1) week before the Pre-Proposal Conference to enable staff to prepare responses in advance.</p>
<b>BIP OUTREACH DEADLINE:</b>	Business Inclusion Program (BIP) has been waived.
<b>PROPOSAL SUBMISSION DEADLINE:</b>	<b>Proposals must be emailed and/or received at the address shown below by Wednesday, October 15, 2025 at 2:00 p.m. (Pacific Time).</b>

<p><b>PROPOSAL DELIVERY ADDRESS:</b></p>	<p><a href="mailto:bss.contract@lacity.org">bss.contract@lacity.org</a> City of Los Angeles Department of Public Works Bureau of Street Services Attention: Contract Services Section 1149 S. Broadway, Suite 400 Los Angeles, CA 90015</p>
<p><b>PROPOSAL SUBMITTAL FORMAT</b></p>	<p>Proposals must be submitted to and received by StreetsLA by the Proposal Submission Deadline in a searchable PDF format via email and/or by delivery of a USB flash drive.</p> <p>Email submissions must include the following in the subject line: <b>Proposal for Recycling and/or Disposal Services RFP# 215857</b></p> <p>If submitting a proposal via delivery, it must be <u>sealed</u> in an envelope and have the following information <u>clearly marked</u> and visible on the outside:</p> <ul style="list-style-type: none"> <li>● Proposal Title: Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris</li> <li>● RAMP ID Number: 215857</li> <li>● Name of Your Company</li> <li>● Address</li> <li>● Contact Name</li> <li>● Email Address</li> <li>● Phone Number</li> </ul>
<p><b>DEADLINE TO SUBMIT QUESTIONS:</b></p>	<p>PROPOSERS may submit questions regarding this RFP by email to:</p> <p>Email Address: <a href="mailto:bss.contract@lacity.org">bss.contract@lacity.org</a> Subject Line: Questions - Recycling and/or Disposal Services RFP #215857</p> <p>All questions and answers will be made available to all PROPOSERS on the RAMP website at: <a href="https://www.rampla.org/s/">https://www.rampla.org/s/</a>. No individualized answers will be given.</p> <p>Deadline to submit questions: Wednesday, October 1, 2025 (Two weeks prior to Proposal Submission Deadline)</p>

<b>LATE SUBMITTALS</b>	Proposals received after the time and date stated in the Proposal Submission Deadline shall be returned unopened to the PROPOSER.
<b>CONTRACT ADMINISTRATOR</b>	Martha Yniguez, Senior Management Analyst Bureau of Street Services, Administration Division martha.yniguez@lacity.org

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## **Attachments and Exhibits**

Attachment A: Standard Provisions for City Contracts (Rev. 1/25 [v.2])

Attachment B: Labor Compliance Manual

Exhibit 1: Respondent's Signature Declaration and Affidavit

Exhibit 2: Proposed Rate Sheet

Exhibit 3: City Contracting Requirements Checklist and Compliance Forms

Exhibit 4: Information Release Form

Exhibit 5: Summary of California State Assembly Bill 854 (SB 854)

# 1. THE OPPORTUNITY

## 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:

Contract	Written agreement between the CITY and the select PROPOSER(S) that is intended to be enforceable by law and legally binding. The obligation stated thereto between the two parties that creates an obligation to perform a particular duty.
Alternative Daily Cover (ADC)	Refers to material, other than earthen material, used to cover the active face of a landfill at the end of each workday. The daily cover helps to manage waste, reduce odors, prevent scavenging, and control other potential issues like fire hazards and disease transmission.
AQMD	Air Quality Management District
Board	The Board of Public Works of the City of Los Angeles
Bulky Items	Consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc.
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.

Clean Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, or concrete and other inert materials.
Clean Construction and Demolition (C&D) Debris	Consisting mainly of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
Contractor	The PROPOSER selected by the CITY through the evaluation process.
Engineered Fill	Non-hazardous debris, like broken concrete, asphalt, and other inert debris, are disposed of in a controlled manner to create a stable, engineered fill layer. This fill layer is then used for various purposes, such as building foundations, roads, or other improvements.
Holidays	Holidays officially designated and observed by the CITY, including New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Cesar E. Chavez's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from CITY streets and alleys, and Street Sweepings.
Mixed Inert Debris	Consisting of more than one inert material that surpasses the proposed percentage of acceptable mixture or contamination.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, Sundays, or Holidays.

PROPOSER	A vendor who has submitted a proposal for evaluation in response to this Request for Proposals (RFP).
RAMP	Regional Alliance Marketplace for Procurement
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
RFP	This Request for Proposals
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Winter Deck	Asphalt utilized at landfill locations to support heavy trucks during wet weather.

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/Background

In 1989, the State of California enacted Assembly Bill 939 (AB 939) entitled the California Integrated Solid Waste Management Act. It requires localities to reduce the amounts of solid waste being disposed of in landfills by 25% by the year 1995 and 50% by the year 2000. Pursuant to AB 939, the CITY has prepared a Source Reducing and Recycling Element (SRRE) with strategies to reduce, re-use, recycle and compost solid waste debris.

In the course of repairing and reconstructing streets and sidewalks, StreetsLA generates Clean Inert and Mixed Inert Debris consisting mainly of asphalt pavement, concrete, rebar/wire mesh, sand/dirt, rock, brick, or combination thereof. While most inert asphalt debris generated by the CITY are recycled into new asphalt by the CITY and its Reclaimed Asphalt Concrete vendor, the CITY generates additional asphaltic inerts that cannot be recycled at the asphalt plants. Additionally, StreetsLA may collect other recyclable debris and/or waste debris at project locations that require proper handling and/or disposal.

StreetsLA is seeking a qualified list of vendors who have the capability and resources, as per CITY, state, and federal regulations, to properly and legally:

- A. Receive, process, and reuse, recycle, or properly dispose of Clean and Mixed Inert Debris, Clean and Mixed C&D Debris, White Goods, Bulky Items, Mixed Debris, and Street Sweepings; and
- B. Receive Inert Debris for use as Winter Deck, ADC, or Engineered Fill.

## **1.4 Anticipated Term of Contract and Effective Date**

StreetsLA intends to award a Contract to PROPOSER(S) who demonstrates it is the most qualified to provide the required services at the best overall value to the CITY. The proposed term of the Contract shall be for five (5) years, effective January 1, 2026, with two (2) five-year renewal options, at the CITY'S sole discretion, unless terminated as provided in Standard Provisions for City Contracts (Rev. 1/25 [v.2]) (Attachment A), or amended by a duly approved amendment to the Contract and signed by the parties. In addition to the two (2) five-year renewal options, the CITY may elect to extend the Contract up to a maximum of six (6) months, during which period the CITY and the selected PROPOSER(S) shall continue performance under the terms of the Contract. The CITY may extend the Contract up to six months prior to the end of either the initial five-year term, if the CITY elects not to renew, or the end of the 10th or 15th year term, if the CITY elects to renew, by providing the selected PROPOSER a written notice at least thirty (30) calendar days prior to expiration of the Contract.

The Contract(s) will be subject to review and/or approval by the City Attorney, Board, City Council, and Mayor's Office before execution of the Contract.

Due to the need for these services to be provided effective January 1, 2026, StreetsLA may include a ratification clause in the resultant Contract(s). This means that if the selected PROPOSER(S) has (have) provided services prior to the execution of the Contract, to the extent that said services were performed in accordance with the terms and conditions of the Contract, those services would be ratified and accepted only upon full execution of the Contract. However, any service provided by the selected PROPOSER shall not financially bind the CITY until such Contract is fully executed.

The CITY'S obligation to pay any amount due hereunder for any of CITY'S fiscal year(s) after the current fiscal year is contingent upon appropriation of funds for the purpose. The CITY'S fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the CITY may terminate any agreement and its future monetary obligations hereunder, effective as of the end of any fiscal year or as allowed per the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) (Attachment A).

## 1.5 Minimum Qualifications

Proposals will be accepted only from individuals or organizations that meet the following criteria. PROPOSER(S) must:

1. Be qualified to conduct business in the State of California as evidenced by the organization's business registration with the California Secretary of State;
2. Be in good standing with the California Secretary of State if a corporation or limited liability company;
3. Have not been determined to be non-responsible or been debarred by the CITY pursuant to the Contractor Responsibility Ordinance;
4. Have not been debarred by the federal government, State of California, or local government;
5. Have successfully completed contracts similar in size and scope to the services solicited for a minimum of five (5) years operating and conducting disposal and/or recycling services;
6. Not have any outstanding debt that has not been repaid or for which a repayment agreement plan has not been implemented, if the PROPOSER has previously contracted with the State of California or the CITY.

## 2. SCOPE OF WORK

A Contract award does not guarantee a particular volume of business. The volume of business is predicated on a number of factors. CITY shall request services on an as needed basis, which may fluctuate from time to time.

On March 5, 2010, the Los Angeles City Council approved Council File 09-3029 pertaining to a Citywide Construction and Demolition (C&D) Waste Recycling Ordinance that requires ALL Mixed C&D Debris waste generated within CITY limits shall be taken to CITY-certified C&D waste processors. All haulers and contractors responsible for handling C&D waste must obtain a Private Waste Hauler Permit from the CITY Bureau of Sanitation (LASAN) prior to collecting, hauling, and transporting C&D waste.

The following specifications were developed in accordance with the CITY'S Source Reduction and Recycling Element (SRRE) and waste management policies to reuse and recycle, to the greatest extent feasible prior to disposal to landfills, debris generated through CITY operations, in light of operational and budgetary needs.

## **2.1 PROPOSER'S Facilities**

All debris types are defined in Subsection 1.2 of this RFP. Debris shall exclude electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals.

PROPOSERS will have the option to submit proposals on the Proposed Rate Sheet (Exhibit 2) for any or all of the following options.

### **2.1.1 Clean Inerts Debris Processing and Recycling Facility**

A Clean Inert Debris Processing and Recycling Facility shall be capable of receiving and processing inert materials. The percentage of acceptable mixture or contamination shall be entered into the Proposed Rate Sheet (Exhibit 2). Clean Inert Debris taken to this facility will be used to manufacture crushed miscellaneous base or new concrete. The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

### **2.1.2 Mixed Inerts Debris Processing and Recycling Facility**

A Mixed Inert Debris Processing and Recycling Facility shall be capable of and have the resources to receive, separate, and process any type of inert materials. These materials will consist of more than one inert material that exceeds the proposed percentage of acceptable mixture or contamination in the Proposed Rate Sheet (Exhibit 2). The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

### **2.1.3 White Goods Processing and Recycling Facility**

A White Goods Processing and Recycling Facility shall be capable of receiving and processing White Goods into usable materials and waste products. The usable material must be taken to a facility that will use it as feed stock in a manufacturing process. The White Goods recycling facility is required to submit a monthly statement to the appropriate CITY department the number of tons of material delivered to it and the number of tons of usable material taken from it to other facilities for use as feed stock.

### **2.1.4 C&D Processing and Recycling Facility**

A C&D Processing and Recycling Facility shall be capable of receiving, sorting, processing, and recycling C&D Debris and be a CITY-certified Processor, with a recycling rate of at least sixty-five percent (65%), during

the entire Contract term if selected. The C&D Processing and Recycling Facility is required to submit a monthly statement to the appropriate CITY department detailing the type and number of tons of material delivered to it and the type and number of tons of usable material taken from it.

### 2.1.5 Other Disposal Facilities

A disposal facility shall be capable of receiving at least one of the following types of debris. Each type of debris shall be bid upon and priced as a separate item. Any facility that bids on more than one type of debris must have the ability to label each type of debris separately on the weigh tickets and invoices.

#### A. Inert Debris

This debris will include a mixture of dirt, asphalt, brick, and concrete, with or without rebar, sand, and rock.

1. Inert Debris taken to an inert waste disposal facility or an inert debris Engineered Fill operation will require a separate price quote. This debris may not contain trash, vegetation, or wood.
2. Inert Debris taken to a solid waste landfill or transfer station for landfilling will require a separate price quote.
3. Inert Debris taken to a solid waste landfill for use as ADC or Winter Deck will require a separate price quote. This material may not contain trash.

#### B. Mixed Debris

Any mixture of organic and inorganic material including debris and rubbish removed from CITY streets, alleys, and lots. In addition, Mixed Debris would include street sweepings (excluding hazardous materials).

#### C. Bulky Items

A Bulky Item Disposal Facility shall be capable of receiving and processing Bulky Items that are defined as the items removed from CITY streets and alleys that are too large for normal trash containers.

## **2.2 PROPOSER'S Hours of Operation**

PROPOSER(S) shall be required to provide clearly visible signs with the following minimum dimensions of eight feet (8') wide by four feet (4') high at each site/facility. The sign shall list the days and hours of operation. Each sign shall be clearly visible to the public and displayed at any and all entrances to the site.

### **2.2.1 Regular Operating Hours**

CITY requires that the regular hours of operation of a disposal site(s)/facility(ies) shall be from 7:00 a.m. to 4:30 p.m. Pacific Standard Time (PST), Monday through Saturday (referred to as Regular Operating Hours).

### **2.2.2 Non-Regular Operating Hours**

Service requested during Non-Regular Operating Hours shall be made either verbally or in writing to arrange hours of operations and accommodate the CITY'S needs. Non-Regular Operating Hours are from 4:31 p.m. to 6:59 a.m. (PST), Monday through Saturday, and anytime on Sundays and Holidays.

## **2.3 Scales**

### **2.3.1 Use of Scales**

The use of scales for weighing truck load deliveries is preferred in determining the net weight of each truck load received at the PROPOSER'S site(s)/facility(ies). The actual net weight of the legal full truckload is the basis for consideration in calculations of rates/prices.

### **2.3.2 Scales at Site(s)/Facility(ies)**

At site(s)/facility(ies) where there are scales, the PROPOSER shall weigh all truck loads and use the cost-per-ton basis for calculating rates/prices. At the other site(s)/facility(ies) where scales are not available, the cost-per-truck-load rate/price will be utilized to calculate costs.

## **2.4 Site Closure and/or Inoperable**

In the event of inclement weather or if a site becomes inoperable, closes, or cannot be used by the CITY, the PROPOSER'S manager/supervisor of that site/facility must notify, within two hours, the appropriate staff of the CITY of such operational problem and/or closure.

## **2.5 Volume of Truck and Size of Facility**

The PROPOSER'S facility(ies) shall have the capability to safely accommodate and handle the volume of hauling trucks as needed during Regular Operating Hours and Non-Regular Operating Hours. The PROPOSER shall state in its

proposal the number and volume of delivery/hauling trucks (bobtails, 10-wheelers, 12-wheelers, semi-end dumps, 18-wheelers, or live bottom trailers) that the site/facility can accommodate safely at any one time and in a single day's operation.

## **2.6 Deliveries**

Deliveries will be made by the CITY, including CITY-contracted vendors, to the facility determined to be most appropriate and efficient as determined by the CITY, which may or may not be the closest facility. Deliveries will generally be made utilizing bobtails, 10-wheelers, 12-wheelers, 18-wheelers, semi-end dump trucks, 18-wheelers, and live bottom trailers owned by, leased by, or under contract with the CITY.

The CITY makes no guarantee as to the actual number of deliveries or actual/estimated tonnage per delivery and reserves the right to deliver materials to more than one site/facility or more than one contracted vendor in any workday. PROPOSER'S facility(ies) shall process CITY-delivered debris expeditiously in order to minimize standing time and truck delays. The selected PROPOSER shall provide a tarp stand for all trucks owned, leased by, or under contract with the CITY.

## **2.7 Arrival Instructions**

The PROPOSER shall have assigned personnel at the entrance gate(s)/scale(s) of the site/facility who will receive the trucks and give instructions and directions to truck operators on the site's logistics and documentation required for each truck-load delivery. The entrance gate(s)/scale(s) station personnel shall give the truck operation instructions and information to record the daily truck report at the time of the arrival.

## **2.8 Licenses, Permits, and Regulations**

PROPOSER is required to be licensed through the State of California and possess all necessary operating license(s) and permit(s) at time of award. License(s) and permit(s) shall be current and in good standing. PROPOSER shall operate in accordance with the latest applicable codes and regulations including, but not limited to, CITY, California Occupational Safety and Health Administration (Cal/OSHA), AQMD, and all other Federal and State regulations. The Contractor shall acquire and maintain in effect, during the entire term of the resultant Contract, all licenses, permits, etc., required for the performance of all services under the Contract. PROPOSER'S employees shall be certified and accredited as required by law.

## 2.9 Truck Load Weighing and Tickets

### 2.9.1 Truck Load Weighing

For each truck load delivery, the PROPOSER'S personnel at the entrance gate/station shall obtain from the truck operator the truck tare weight, and then compute and record the truck-load's gross and net weight on the Truck Dump/Weighing Ticket.

### 2.9.2 Tickets

The PROPOSER shall provide to the truck driver, for each truck load, a Dump/Weight ticket which furnishes the following:

- Weight ticket number
- Date and time of truck load delivery
- Job Work Order, Task number, and Crew number (obtained from the driver)
- Truck number and license plate number
- Facility with scales:
  - Total gross, tare, and net weight of vehicle delivering debris
  - Type of debris received
  - Unit price per ton
  - Total cost of delivered load
- Facility without scales:
  - Truck type
  - Type of debris received
  - Unit price per truck load
  - Total cost per load delivered
- Driver's printed name and signature

Any ticket with incorrect/missing information and/or signature may lead to delays in payment or refusal of payment.

## 2.10 Monthly Statements and Invoices

### 2.10.1 Monthly Statements

The selected PROPOSER shall submit to StreetsLA a monthly statement for the preceding month's delivery of materials received from CITY. The monthly statement shall include:

- Invoice number
- Invoice date
- Total invoice amount
- Attach all invoices listed on the statement as supporting

documentation.

## 2.10.2 Invoices

All invoices must include:

- Contractor's Letterhead
- Name and address of the Contractor
- Authorized facility representative's contact number
- Name and address of CITY department being billed
- Contract number
- Invoice number and date
- Period invoiced with beginning and ending date
- CITY work order number for the project site from which the debris was generated
- Dates and times of each truck load delivery
- Dump/weight ticket number
- Truck load by gross, tare, and net weight (facilities with scales)
- Unit price per ton (facility with scales)
- Vehicle Type (facility without scales)
- Load Unit price by vehicle type (facility without scales)
- Total price for each truck load delivery
- Total tonnage and truck loads for period invoiced
- Total amount for period invoiced
- Additional information as requested by the CITY

In addition to the required paper billings, the Contractor may be required to provide data as specified by the CITY in an electronic format using commercially available software. CITY shall have sole discretion over the selection of the software, determine the period of software usage, and specify the required data to be captured.

## 2.11 E-Ticketing

The CITY is in the process of implementing an e-ticketing system for tracking and documenting the delivery and acceptance of materials in real time utilizing special software and/or mobile application. Using an e-ticketing system eliminates paper waste, enables the CITY and Contractor to instantaneously and automatically share materials data (thereby improving efficiency and productivity), increase safety at job sites by eliminating the need for the collection of paper tickets near traffic, as well as simplifying contracts administration and invoicing.

The Contractor will be required to utilize an e-ticketing software of the CITY'S choosing, at no additional cost to the CITY. The CITY shall have sole discretion over the selection of the software to be used, the time period for usage of the software, and the required data to be captured.

## 2.12 Reports

StreetsLA reports disposal and recycling data to LASAN and other agencies. To assist StreetsLA in the submission of these reports, the Contractor shall be required to submit a monthly accounting report of the tonnage of debris received, landfilled, recycled and/or reused, and its final use or disposal.

# 3. PROPOSAL CONTENT AND SUBMISSION

## 3.1 Proposal Format

Proposals shall be based only on the material contained in the RFP, Pre-Proposal Conference, amendments, addenda, and other material published by the CITY relating to the RFP. PROPOSER must disregard any previous RFP draft material. Proposals must meet the requirements outlined in this RFP. It is requested that proposals be prepared economically and avoid the use of unnecessary promotional material. Proposals should include detailed responses to each Proposal Item.

By submitting a proposal, PROPOSER agrees to the Proposal Items and all provisions in the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) (Attachment A).

If selected, PROPOSER must be willing and able to commit to the Line Items and all provisions in the most current Standard Provisions for City Contracts. The contents of the winning proposal, including revisions made during the negotiation process, will be deemed as a binding commitment and may be included as an attachment to the resultant Contract.

PROPOSERS must provide each of the following items in their written proposal. Each response in the proposal must be numbered to correspond with each of the numbered items below

### 3.1.1 Table of Contents

All pages shall be numbered and ordered as per this list.

### 3.1.2 Cover Letter

Each proposal must include a cover letter limited to one (1) page that includes the following detailed information:

- a. Title and number of this RFP.
- b. Full legal name of the PROPOSER.
- a. Legal business status (individual, partnership, corporation, etc.), address, website (if applicable), email, and telephone number of the PROPOSER.

- b. If the PROPOSER is a corporation, partnership, LLP, LLC, etc., identify the state under whose laws PROPOSER is organized. Otherwise, if PROPOSER is an individual, identify the state where PROPOSER is domiciled.
- c. Purpose of organization.
- d. Purpose of proposal submission.
- e. Names, titles, addresses, emails, and telephone numbers of officers legally authorized to represent the PROPOSER, sign the Contract, enter into negotiations with the CITY and any subsequently awarded Contract, and any limitations of authority.

### 3.1.3 Respondent's Signature Declaration and Affidavit

Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company and include the printed name, title, address, email, and telephone number of said person. See Exhibit 1.

### 3.1.4 Minimum Qualifications

This subsection of the proposal should establish the ability of PROPOSER to meet the minimum qualifications.

### 3.1.5 Proposed Staffing and Project Organization

This subsection of the proposal should establish the method which will be used by the PROPOSER to manage the project as well as identify primary personnel assigned.

### 3.1.6 Work Plan

PROPOSER should provide a narrative, which addresses the Scope of Work and shows PROPOSER'S understanding of CITY'S needs and requirements.

### 3.1.7 References

PROPOSER must include three (3) municipality or private company references and list the organization's name, address, contact name, contact's position/title, phone number, and email address.

### 3.1.8 Proposed Rate Sheet

PROPOSER must complete the Proposed Rate Sheet (Exhibit 2) to outline:

- a. Facilities With or Without Scales  
The CITY requires proposals for all sites/facilities to submit rate/prices on a "Cost Per Ton" basis and on a "Cost Per Truck Load" basis whether or not scales are available.

- b. Rates/Prices  
The rates/prices shall be submitted for each type of truck or for each net truck load by weight/tonnage delivered to the respective PROPOSER'S facility(ies).
- c. Truck Load Weights to Analyze Bids  
For the purpose of analyzing the proposals, the truck load weights are as follows.
  - Bobtail: five (5) tons
  - 10-Wheeler: fifteen (15) tons
  - 12-Wheeler or Semi-End Dump: eighteen (18) tons
  - 18-Wheeler or Live Bottom Trailer: twenty-one (21) tons.

### 3.1.9 Workplace Safety Requirements/Hazardous Substances

PROPOSER shall comply with applicable Cal/OSHA Regulations for the following: products, services, construction, renovation, alteration, and maintenance. Additionally, all products and work must adhere to the provisions of Title 8 of the California Code of Regulations (CCR) and all state, federal, local laws, and standards and ordinances designed for the safe execution of all work. Contractors are required to operate and maintain their own equipment. CITY equipment will not be loaned to the Contractor.

PROPOSER shall provide the following:

- a. Safety Data Sheets (SDS), prepared in compliance with Title 8, CCR, Section 5194, for all ingredients, products, or materials used or produced which may contain hazardous substances or are identified as carcinogens shown on the list prepared by the Director of Industrial Relations of the State of California pursuant to California Labor Code Sections 6380-6386.

If any of the ingredients of the product proposal is a carcinogen as shown on the most current list prepared by the International Agency for Research on Cancer (IARC), PROPOSER shall separately identify such ingredients as a carcinogen. PROPOSER is advised that the products will not be accepted unless (1) the product may be used safely and (2) no acceptable non-carcinogenic substitute is available.

- b. Cal/OSHA Inspection History and indicate if they have been inspected at any CITY facility or job site in the last five (5) years. If citations were issued, PROPOSER must explain what happened and how it was corrected.
- c. Last three (3) years of Experience Modification Ratings (EMR) with insurance letterhead.

- d. Injury and Illness Prevention Program (IIPP).
- e. Globally Harmonized System (GHS) for Hazard Communication program.
- f. Total Recordable Incident Rate (TRIR).
- g. Lost Time Incident Rate (LTIR).
- h. Safety and Fitness Electronic Records (SAFER) Score for Driving records.

### 3.1.10 List of Licenses, Permits, and Other Documents (including permit identification numbers)

PROPOSER shall provide the following:

- a. Copies of any permits or licenses required by the CITY, County of Los Angeles, state, or federal agencies of recycling and/or disposal services, if applicable.
- b. Their State of California Board of Equalization permit number or declare that the company does not possess this permit.

### 3.1.11 Financial Requirements

The PROPOSER is required to demonstrate that it is financially qualified to perform the services requested in this RFP. To be considered financially qualified, the PROPOSER or its parent company shall provide:

- a. Financial Statements and Summary Report supporting the stability of the company's profits for the past two (2) years.
- b. Provide the most recent audited financial statements of the entity that will enter into the Contract with the CITY as required in Subsection 3.1.11. Such statements shall be certified by an officer or other responsible representative of the entity and accompanied by the expert opinion of an independent certified public accountant. If the PROPOSER does not have audited financial statements, three (3) most recent years of business tax returns, with supporting schedules, may be provided on an exception basis. However, tax returns are an alternative to providing audited financial statements; if the PROPOSER has audited financial statements, those shall be provided. In the case of a joint venture or general partnership of more than one company, financial information shall be supplied for all joint venture parties or general partners.
- c. List any current and potential financial liabilities, including potential liabilities for issues involving regulatory violations, pending and current legal actions, etc.

### 3.1.12 Information Release Form

PROPOSER must review and sign the Information Release Form (Exhibit 4) to disclose in good faith any information they may have regarding qualifications for the proposal.

### 3.1.13 City Contracting Requirements Checklist and Compliance Forms

PROPOSER must provide fully completed copies of all compliance documents (Exhibit 3). Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

### 3.1.14 Additional Information

Additional information regarding some compliance documents may be available at the Pre-proposal Conference, on a CITY website, and/or by phone with the administering CITY department of a given ordinance or compliance document. The CITY reserves the right to request additional information and/or clarification during the evaluation process regarding any documents submitted in the proposals.

## 3.2 Pre-Proposal Conference

A Pre-Proposal Conference will be held to review the RFP document, respond to questions regarding the requirements of the RFP, and to share CITY needs. The conference will be held virtually as follows:

Date:	September 17, 2025
Time:	11:00am - 12:00pm
Virtual Medium:	Google Meet
Meeting Link:	<a href="https://meet.google.com/coo-wfob-syg">https://meet.google.com/coo-wfob-syg</a>
Telephone:	(US) +1 252-680-0069 PIN: 139 883 804#

StreetsLA requests that, to the extent possible, PROPOSERS submit questions to [bss.contract@lacity.org](mailto:bss.contract@lacity.org) at least one week prior to the mandatory Pre-Proposal Conference date, which will enable staff to prepare responses in advance. Please read Subsection 3.3 for instructions on how to submit questions.

As covered under Title II of the Americans With Disabilities Act, the CITY does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. If an individual with a disability requires accommodations to attend the conference, please email your request to [bss.contract@lacity.org](mailto:bss.contract@lacity.org) at least five (5) working days prior to the conference with the subject line: Accommodation Request - Recycling and/or Disposal Services RFP #215857.

### 3.3 Questions and Technical Assistance

Except for the Mandatory Pre-Proposal Conference, all questions must be submitted by email to:

[bss.contract@lacity.org](mailto:bss.contract@lacity.org)

Subject Line: Questions - Recycling and/or Disposal Services RFP #215857

All questions will be answered in a Q&A document and made available on the RFP listing on <https://www.rampla.org/s/>. No individualized answers will be given. PROPOSERS shall not communicate with any CITY staff about this RFP except through the channels identified herein.

### 3.4 Deadline for Submission of Proposals

Proposals must be submitted in a searchable PDF format via email and/or delivery of a USB flash drive to the following address by the Proposal Submission Deadline. Proposals received after this time will be rejected.

Proposal Submission Deadline: Wednesday, October 15, 2025 at 2:00 p.m.

Proposals submitted via USB flash drive shall be delivered to:

City of Los Angeles Department of Public Works  
Bureau of Street Services  
Attention: Contract Services Section  
1149 S. Broadway, Suite 400  
Los Angeles, CA 90015

USB must be delivered in a sealed envelope and have the following information clearly written on the outside:

- Proposal - Recycling and/or Disposal Services, RAMP #215857
- Company Name
- Contact Name
- Phone Number

Proposals submitted via email shall be sent to:

[bss.contract@lacity.org](mailto:bss.contract@lacity.org)

Subject Line: Proposal - Recycling and/or Disposal Services RFP #215857

## 4. EVALUATION AND SELECTION PROCESS

Proposals will be evaluated based on the pre-established criteria listed in this section. The CITY, at its sole discretion, has the option of awarding the Contract to more than one PROPOSER.

## 4.1 Proposal Evaluation

Proposals will be reviewed by an evaluation panel consisting of StreetsLA staff and may also include representatives from outside StreetsLA. 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 CITY will have the right to shortlist the 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 request(s).

The CITY shall reserve the right to use such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not mentioned in the RFP. PROPOSERS submitting the highest-rated written responses may be called for an oral interview to further assess their qualifications.

Based upon the evaluation panel's final report, StreetsLA 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 Mayor and, if needed, to the City Council for approval.

## 4.2 Evaluation Criteria

The following evaluation criteria will be used to determine the most responsive PROPOSER(S). The lowest cost PROPOSER may not be determined to be the best PROPOSER when all evaluation factors have been considered. Each proposal will be reviewed, evaluated, and assigned a score under each criteria corresponding to the designated range of points. PROPOSERS will also be evaluated on their overall responsiveness to the requirements of the entire RFP, including attendance at all mandatory meetings and adhering to all Standard Provisions for City Contracts.

A total score will be calculated by adding each criteria score. StreetsLA may elect to establish a minimum score for which only proposals obtaining an equal or higher score will be considered for further evaluation. The PROPOSER(S) with the highest score will be determined to be the most responsive.

Evaluation Criteria	Maximum Points
<p><b>Price</b></p> <ul style="list-style-type: none"> <li>• Cost-effectiveness of the proposal (i.e., whether the PROPOSER includes reasonable implementation costs and funding requests relative to the PROPOSER’S financial and human resources; and whether the proposed budget supports the scope of work or work plan)</li> </ul>	40
<p><b>Location of Site(s)/Facility(ies)</b></p>	10
<p><b>Previous Related Experience</b></p> <ul style="list-style-type: none"> <li>• Overall qualifications, capacity, and experience of the PROPOSER (i.e., evidence of strong past performance against desired outcome goals and performance metrics; other notable accomplishments in providing related services to similar clients; or any other evidence that the PROPOSER has the capacity and ability to provide services effectively and efficiently).</li> <li>• Staff qualifications (i.e., whether primary staff is qualified to complete assigned tasks relative to the provision of services required of the program described in this RFP; and whether the PROPOSER has qualified staff responsible for program oversight, management, and fiscal oversight)</li> </ul>	20
<p><b>Past Performance Record with Government Agencies</b></p> <ul style="list-style-type: none"> <li>• Ability to manage performance (i.e., whether the PROPOSER has the relevant staff, systems, and processes needed to collect important process and outcomes data as well as to evaluate and manage performance using this data).</li> <li>• Collaborative capacity (i.e., whether the PROPOSER has experience and ability to work closely with government agencies, as evidenced by prior work with government partners).</li> </ul>	15
<p><b>Responsiveness to RFP</b></p> <ul style="list-style-type: none"> <li>• Responsiveness (i.e., whether the PROPOSER was responsive to all requirements outlined in the RFP).</li> <li>• Overall approach (i.e., the potential of the proposed method to achieve the CITY’S goals; evidence of strong performance on prior projects using a similar approach; and alignment of methods with required work plan and deliverables).</li> </ul>	15
<p><b>Total Score</b></p>	<b>100</b>
<p><b>Local Business Preference (LBP)</b></p>	<b>12</b>
<p><b>Total Score After Applying the LBP*</b></p>	<b>112</b>

\*PROPOSERS who qualify under the LBP Program may receive additional points. See the City Contracting Requirements Checklist (Exhibit 3) for more information.

### **4.3 Awards**

The CITY will award contracts to all responsible PROPOSERS who submit, on a timely basis, a complete response to this RFP, follow all instructions, satisfy all of the CITY'S contracting requirements, and offer the overall best cost. This may mean that contract awards may be made to multiple PROPOSERS for the same items or groups of items. By doing so, this will allow flexibility to select the PROPOSER with the lowest overall cost for recycling, disposal, and transportation for any given load. To assist with achieving the lowest cost, a computer program is used that takes the cost for trucking into consideration with the cost for disposal and determines, in advance, which site will provide the lowest overall cost depending on the type of materials and quantity limits of the facility. PROPOSERS are referred to the Proposed Rate Sheet (Exhibit 2) for details and instructions in preparing and submitting price/quotes.

The CITY also reserves the right to award less than all bid items to any or all PROPOSERS.

The site(s) must be located strategically to accommodate the volume of truck deliveries and to minimize travel times for hauling materials.

### **4.4 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 a Contract with the PROPOSER who, in the CITY'S sole judgment, is responsive to the RFP and whose proposal will satisfy the interests of the CITY, and not necessarily on the basis of price alone or any other single factor.
2. Award a Contract to more than one PROPOSER.
3. Request additional information and/or clarification from the PROPOSERS.
4. Reject any or all proposals, permit the timely correction of errors, or waive minor deviations.
5. Supplement, amend, or otherwise modify this RFP, and to withdraw this RFP, with or without the substitution of another RFP.
6. Extend the time for the Proposal Submission Deadline of this RFP.
7. Short-list any or all proposals and schedule oral presentations by the PROPOSERS.
8. Modify the length of the Contract term and associated renewal options.

9. Conduct all investigations and background checks as deemed necessary.
10. Negotiate best and final offers with PROPOSERS.
11. Take whatever other action it deems in its best interest.

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

## 4.5 Proposal Appeal Process

The CITY will notify all PROPOSERS of the results of the preliminary review, proposal evaluations, and of their right to file an appeal. PROPOSERS may make an appeal of procedural issues regarding non-responsiveness or regarding final award of Contract. A protest based on non-selection alone or disagreement with the award of the Contract is not sufficient grounds for a protest.

Appeals must be emailed to StreetsLA no later than within five (5) business days from the date that the CITY emailed the notification. Applicants may file an appeal by submitting a written request via email and identifying the specific reason for the appeal to:

Email Address: [bss.contract@lacity.org](mailto:bss.contract@lacity.org)

Email Subject Line: Appeal Request - Recycling and/or Disposal Services RFP #215857

Written appeals may not be more than three (3) typewritten pages and shall request an appeals review be granted. Written appeals must include the following information:

- a. The name, address, and telephone number of the PROPOSER;
- b. The title and RAMP number of the RFP; and
- c. A detailed statement of the grounds for appeal.

Written appeals may not include any new or additional information that was not submitted with the original proposal. Only one appeal per proposal will be

permitted. All appeals and protests must be submitted within the time limits set forth in the above paragraphs.

A panel composed of selected staff will review the appeal for this RFP. After the close of the review, the CITY shall make a final determination for the protest, and shall award the Contract accordingly or reject all bids. The decision of the panel will be StreetsLA's final recommendation.

## **5. SUBMISSION TERMS**

This section identifies submission terms and conditions.

### **5.1 Addenda**

The CITY reserves the right to issue addenda to this RFP, which may add additional requirements, which a PROPOSER must meet to be considered responsive. All addenda will be posted on the RFP listing on the RAMP website at <https://www.rampla.org/s/>. All PROPOSERS must acknowledge any addenda issued as a result of any change in this RFP on the Respondent's Signature Declaration and Affidavit (Exhibit 1). Failure to indicate receipt of addenda may result in a proposal being rejected as non-responsive.

### **5.2 Submission Format**

All proposals must be electronically submitted to and received by the CITY in a searchable PDF format via email and/or by delivery of a USB flash drive by the Proposal Submission Deadline. PROPOSERS shall complete and return all applicable documents including, but not limited to, written responses, questionnaires, forms, appendices, spreadsheets, compliance documents, and any other required electronic files. The CITY may deem a PROPOSER non-responsive if the required documentation is not legible, and as a result the PROPOSER may be eliminated from further consideration in the evaluation process.

### **5.3 Best Offer**

The proposal shall include the PROPOSER'S best terms and conditions. Submission of the proposal shall constitute a firm and fixed offer to the CITY that will remain open and valid for a minimum of 12 months from the submission deadline.

### **5.4 Authorized Signatures**

Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. A non-officer individual, with authority to bind the PROPOSER to a contract, is sufficient to sign all applicable documents for this RFP. Consortiums,

joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one PROPOSER or one legal entity. The proposal must identify the responsible entity.

## **5.5 Information Requested and Not Furnished**

The information requested and the manner of submission are essential to permit prompt evaluation of all proposals. Accordingly, the CITY reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

## **5.6 Alternatives**

The PROPOSER shall not change any wording in the RFP or associated documents. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the proposal documents. Alternatives that do not substantially meet the CITY'S requirements cannot be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive.

## **5.7 Proposal Errors**

The PROPOSER is responsible for all errors or omissions incurred by the PROPOSER in preparing the proposal. The PROPOSER will not be allowed to alter proposal documents after the proposal submission deadline, except as permitted by the CITY. The CITY reserves the right to make corrections or amendments due to errors identified in the proposal by the CITY or the PROPOSER. This type of correction or amendment will only be allowed for typographical errors, transposition, or other obvious errors. Any changes will be date and time stamped and attached to the proposal. All changes must be coordinated in writing with, authorized by, and made by the Contract Administrator.

## **5.8 Proposal Clarification**

The CITY reserves the right to request at any phase of the evaluation process that PROPOSERS clarify information provided in RFP responses, including assumptions used in the RFP response. All clarifications must be coordinated in writing with, authorized by, and made by the Contract Administrator. Clarifications must be submitted in writing by the requested deadline. Otherwise, the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

If the CITY determines that all PROPOSERS failed to submit requested information or adequately respond to the same RFP question or request for data, the CITY may, at its discretion, issue an RFP addendum and provide all PROPOSERS with an opportunity to respond to the RFP question. Responses to

RFP addendum questions must be submitted in writing by the stated deadline; otherwise, the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

## **5.9 Waiver of Minor Administrative Irregularities**

The CITY reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

## **5.10 Interpretation and Clarifications of RFP Requirements**

The CITY will consider prospective recommendations or suggestions regarding any requirement before the Pre-Proposal Conference. All recommendations or suggestions must be in writing and submitted to the Contract Administrator. The CITY reserves the right to change or amend any and all requirements of the RFP.

## **5.11 Proposal Submission Deadline**

Timely submission of proposals is the sole responsibility of the PROPOSER. The CITY reserves the right to determine the timeliness of all submissions. The proposals, including all hard copies, redacted copies, and electronic copies of the final proposals and proposal questionnaire must be received by the Contract Administrator at the published location and by the published submission deadline included with this RFP. PROPOSERS should allow ample time to clear security to meet the deadline listed above. All proposals will be date and time stamped upon receipt.

## **5.12 Cost of Proposal**

All costs of proposal preparation shall be borne by the PROPOSER. The CITY shall not, in any event, be liable for any pre-contractual expenses incurred by PROPOSERS in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

## **5.13 Withdrawal of Proposals**

The PROPOSER may withdraw the submitted proposal in writing at any time before the specified due date and time for submission. A written request, signed by an authorized representative of the company, must be submitted to the Contract Administrator. After withdrawing a previously submitted proposal, the PROPOSER may submit another proposal at any time up to the Proposal Submission Deadline.

## **5.14 Selection of PROPOSER**

The PROPOSER with the highest score based on the RFP criteria and that also satisfies all CITY contracting requirements will be recommended for selection. Selection is not restricted to the lowest offer or bid. Should contract negotiations

not be successful with the selected PROPOSER, the CITY may, based on its exclusive discretion, negotiate with the next most qualified PROPOSER.

## **5.15 Rejection of Proposals**

The CITY reserves the right to reject any or all proposals; to waive any minor informality in proposals received; to reject any unapproved alternate proposal(s); and reserves the right to reject the proposal of any PROPOSER who has previously failed to perform competently in any prior business relationship with the CITY. The rejection of any or all proposals shall not render the CITY liable for costs or damages.

The CITY reserves the right to select PROPOSERS whose proposals, in the sole judgment of the CITY, best meet the needs of the CITY. The CITY shall have the right to request that PROPOSERS provide additional information regarding any particular services or group(s) of services contained in their proposals, and to enter into negotiations with PROPOSERS for said service(s).

## **5.16 RFP Withdrawal, Cancellation, Other Options**

The CITY reserves the right to withdraw or cancel the RFP at any time if it deems such action necessary. If such action is taken, the CITY may re-issue the RFP. The CITY also reserves the right to contract with more than one PROPOSER. Furthermore, the CITY may exercise its right not to select any PROPOSER from this RFP, if it determines that there was no responsive PROPOSER.

If an inadequate number of proposals is received or the proposals received are deemed non-responsive, not qualified, or not cost-effective, the CITY may, at its sole discretion, reissue the RFP or award a sole-source contract with a vendor. The award of the Contract is subject to the successful negotiation of the terms and conditions of the Contract.

The CITY reserves the right to verify all information in the proposal. If the information cannot be confirmed, the CITY reserves the right to reduce the rating points awarded. The CITY reserves the right to require a pre-award interview and site inspection.

## **5.17 Contractor Performance Evaluation**

When the term of the Contract under this RFP has concluded, the CITY will evaluate the Contractor's performance. The CITY may also conduct evaluations of the Contractor's performance during the term of the Contract. As required by Section 10.39.2 of the Los Angeles Administrative Code (LAAC), evaluations will be based on specified criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the Contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed 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 future service contracts.

## **5.18 Lobbying Law Compliance**

PROPOSERS submitting a proposal for a contract, as defined in LAAC Section 10.40.1, shall submit with their proposal, the Bidder Certification City Ethics Commission (CEC) Form 50 (Exhibit 3) as prescribed by the CEC acknowledging and agreeing to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance.

This ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing the decisions of the CITY government. Additional information regarding these restrictions may be obtained from the CEC at (213) 978-1960 or <https://ethics.lacity.gov/>.

## **5.19 Campaign Contributions**

PROPOSERS are subject to CITY Charter Section 470(c)(12) and related ordinances. As a result, PROPOSERS may not make campaign contributions to and/or engage in fundraising for certain elected CITY officials or candidates for elected CITY office from the time they submit the proposal until either the Contract is approved or, for successful PROPOSERS, twelve months after the Contract is signed. The PROPOSER'S principals and subcontractors performing \$100,000 or more in work on the Contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

PROPOSERS must submit CEC Form 55 as provided in Exhibit 3 to the awarding authority at the same time the proposal is submitted. CEC Form 55 requires PROPOSERS to identify their principals, their subcontractors performing \$100,000 or more in work on the Contract, and the principals of those subcontractors. PROPOSERS must also notify their principals and subcontractors in writing of the restrictions and include such notice in contracts with subcontractors. Proposals submitted without a completed CEC Form 55 shall be deemed non-responsive. PROPOSERS who fail to comply with CITY law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or <https://ethics.lacity.gov/>.

## **5.20 Business Inclusion Program (BIP)**

It is the policy of the CITY to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all CITY contracts. The BIP requires that PROPOSERS

must assist the CITY in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in CITY contracts.

The BIP outreach for this RFP has been waived and will not be required. However, if PROPOSER intends to subcontract any portion of work, the CITY encourages PROPOSER to utilize MBE, WBE, SBE, EBE, DVBE and OBE subcontractors where possible and complete the RFP Schedule A provided in Section A of the City Contracting Requirements Checklist and Compliance Forms (Exhibit 3).

## **5.21 Local Business Preference (LBP) Program Ordinance**

The LBP Program is designed to increase employment and expenditures in local and small businesses. CITY Ordinance No. 188111 amended the LBP Program effective March 27, 2024. PROPOSERS that qualify as a Local Business Enterprise (LBE) may be granted a six percent (6%) preference of the total possible score added to their evaluation score at the time the RFP responses are evaluated. LBE PROPOSERS that also qualify as a City Business Enterprises (CBE) may be granted an additional four percent (4%) preference. A LBE PROPOSER that also qualifies as a Local Small Business (LSB) and/or Local Transitional Employer (LTE) may be granted an additional two percent (2%) preference for each of those certifications, up to a total of ten percent (10%). The maximum preference awarded to a LBE who is also a CBE and a LSB/LTE cannot exceed twelve percent (12%). PROPOSERS that do not qualify as a LBE/CBE may receive 1% for every 10% of the PROPOSER'S total cost that is pledged to certified LBE/CBE/LSB/LTE Subcontractors, up to a five percent (5%) preference.

## **5.22 Confidentiality**

All documents, records, and information provided by the CITY to the Contractor, or accessed or reviewed by the Contractor, during the performance of the services will remain the property of the CITY. All documents, records, and information provided by the CITY to the Contractor, or accessed or reviewed by the Contractor and any of its employees during the performance of services are confidential (from now on collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in it, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the CITY will be used only to carry out CITY business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of CITY documents and records in its possession.

Any Confidential Information provided by the CITY to the Contractor, or accessed or reviewed by the Contractor, during the performance of services, will be made available to its employees, agents, and subcontractors only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents, and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the CITY from CITY facilities without prior approval from the CITY. At no cost to the CITY, the Contractor will, at the conclusion of services or at the request of the CITY, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information, and all other written materials, notes, documents, or additional information obtained by the Contractor during the course of work under the Contract. The Contractor will not make or retain copies of any such information, materials, or documents. The Contractor and its employees, agents, and subcontractors may have access to confidential employee personnel information; misuse of such information may adversely affect the subject individual's privacy rights and may violate various federal and state statutes. The Contractor will implement reasonable and prudent measures to keep secure personal employee information accessed by its employees, agents, and subcontractors during the performance of services. The Contractor will advise its employees, agents, and subcontractors of this confidentiality requirement.

The Contractor shall disclose the intent to use any service provider outside the continental United States of America to handle any aspect of the work within the scope of services and shall describe to the CITY's satisfaction the methods which will be used to protect the CITY'S interests and confidentiality of CITY records and information in doing so. The CITY reserves the right to approve any such service provider throughout the term of the Contract at its sole and absolute discretion.

Any breach of security that occurs through the Contractor's website, offices, or network shall require Contractor to be responsible for notifying CITY and all individuals affected by such breach. The Contractor shall also be responsible for all costs associated with such notification. The Contractor shall indemnify the CITY for any breaches of its security and the improper disclosure of Confidential Information.

## **5.23 Government Taxation Forms**

Upon award, successful PROPOSERS must submit the following forms to the awarding authority prior to Contract execution:

- A. IRS Request for Taxpayer Identification and Certificate (Form W-9).

- B. Evidence of having applied for or obtained a tax registration account number ([City of L.A. Business Tax Registration Certificate](#) [BTRC] number and Vendor Registration number). For the duration of any resulting Contract, the Contractor shall maintain a valid Business Tax Registration Certificate as required by 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.
- C. State of California Withholding Exemption Certificate (Form 590) or Non-resident Withholding Certification (Form 587), if the PROPOSER is located outside of California.

## 5.24 Online Submission of Required Documents

PROPOSERS will be required to register on RAMP (<https://www.rampla.org/s/>) in order to complete the following compliance forms. The online form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The forms should be completed and submitted by the time of RFP submission.

### A. Equal Benefits Ordinance

PROPOSERS are advised that any contract exceeding \$25,000 awarded under this procurement process shall be subject to the applicable provisions of LAAC 10.8.2.1, Equal Benefits Ordinance (EBO).

All PROPOSERS shall complete the online EBO/First Source Hiring Ordinance (FSHO) Affidavit on RAMP (<https://www.rampla.org/s/>) by the Proposal Submission Deadline. The EBO Affidavit shall be effective for twelve months from the date it is first completed on RAMP. PROPOSERS do not need to submit supporting documentation with their bids or proposals. However, the CITY may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

PROPOSERS seeking additional information regarding the requirements of the EBO may visit the Bureau of Contract Administration's (BCA) website at <https://bca.lacity.gov/>.

### B. First Source Hiring Ordinance

Unless approved for an exemption, Contractors under contracts used primarily for the furnishing of services to or for the CITY and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, and certain recipients of CITY loans or grants, shall comply with the provisions of LAAC 10.44, et seq., FSHO. PROPOSERS shall refer to the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) (Attachment A) for further information regarding the requirements of the Ordinance.

PROPOSERS shall complete the online EBO/FSHO Affidavit on RAMP (<https://www.rampla.org/s/>) by the proposal submission deadline.

**C. 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.

Effective July 18, 2018, the DBWCO was combined with SDO on a revised Disclosure Ordinances Affidavit to be completed electronically on RAMP (<https://www.rampla.org/s/>). The web form should be completed and submitted by the Proposal Submission Deadline.

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

## **5.25 Fair Chance Initiative for Hiring Ordinance**

CITY Contractors and subcontractors with 10 or more employees are prohibited under LAAC Section 10.48 from seeking a job applicant's criminal history information until a job offer is made and from withdrawing a job offer unless the employer performs an assessment of the applicant's criminal history and the duties of the position (Contractors and subcontractors must also comply with state requirements regarding the use of criminal history information in the job application process). Contractors and subcontractors are required to include information regarding the ordinance in all job solicitations and advertisements and to post notices informing job applicants of their rights. Additional information and forms may be found at the Department of Public Works, BCA website at <https://bca.lacity.gov/>.

## **5.26 Iran Contracting Act of 2010**

By California Public Contract Code Sections 2200-2208, all PROPOSERS 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."

## **5.27 Bond Assistance Program**

For those Contractors who are wishing to bid on CITY projects but are experiencing difficulty obtaining the required bid, performance, and payment bonds, the CITY provides bonding assistance through the Los Angeles Bond

Assistance Program (BAP LA). For more information regarding the BAP LA, please go to the CITY'S Risk Management website at <https://cao.lacity.gov/risk/>.

PROPOSERS shall review Exhibit 1 within the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) (Attachment A) to determine if bid, performance, or payment bond are required.

## **5.28 Executive Directive 35 Compliance**

PROPOSERS are advised, pursuant to Executive Directive 35 (Garcetti Series), that if a PROPOSER is selected and awarded a Contract, and if the Contractor is a for-profit company or corporation, the Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the Contract), report the following information to the CITY via RAMP or via another method specified by the 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 the CITY.

## **5.29 Zero Waste Ordinance**

The Zero Waste City Facilities and Events on City Property Ordinance (LAAC, Section 10.53 et seq.) became effective on January 23, 2023. CITY facilities, CITY-permitted events held on CITY property, food or beverage providers, and other retailers operating on CITY property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in CITY facilities and at events on CITY property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any Contractor that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, LAAC Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the Contract by reference. Any subcontract entered into by the Contractor for work to be performed under the Contract must include an identical provision. For more information, please contact LASAN (<https://www.lacitysan.org>).

## **5.30 Prevailing Wage (Senate Bill 854)**

Any Contract awarded pursuant to this RFP will require the PROPOSER to comply with the provisions of the California Labor Code relating to public works wages. See Summary of Senate Bill 854 (SB 854), Exhibit 5. These provisions require the PROPOSER to register with the State of California Department of Industrial Relations (DIR) and to pay not less than the "General Prevailing Wage

Rates” to all workers performing work subject to prevailing wage requirements and to post a copy of the “General Prevailing Wage Rates” at the Facility Site, in a conspicuous place available to all employees and applicants for employment.

The “General Prevailing Wage Rates” shall be those rates as determined by the Director of the DIR. Copies of those rates are on file in the Office of Contract Compliance, BCA, telephone (213) 847-1922.

Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415) 703-4774 or via email at [Statistics@dir.ca.gov](mailto:Statistics@dir.ca.gov).

PROPOSER shall submit Certified Payroll Records to the Office of Contract Compliance on a weekly basis using the CITY’S On-Line Certified Payroll System (OCPS) throughout the Project until completion of the Project. In addition, the PROPOSER shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

For any questions regarding Labor Compliance or prevailing wage issues, email [labor.compliance@lacity.org](mailto:labor.compliance@lacity.org).

### **5.31 Nondiscrimination/Equal Employment Opportunity/ Affirmative Action (Non-Construction and Construction)**

PROPOSERS are advised that any Contract awarded pursuant to this RFP shall be subject to the applicable provisions of 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 PROPOSER shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of any such Contract.

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of the LAAC 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 PROPOSER shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of any such Contract. Furthermore, the PROPOSER 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 subcontract with the subcontractor that contains 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 website at <https://bca.lacity.gov/>.

### **5.32 Non-Collusion Affidavit and PROPOSER'S Workforce Information**

The LAAC (Division 10, Article 2, Section 10.15) requires that all proposals are supported by an affidavit or declaration signed by the bidder or PROPOSER that such bid or proposal is genuine and not sham or collusive; not made in the interest of or on behalf of any person not therein named; that the bidder or PROPOSER has not directly or indirectly induced or solicited any other bidder or PROPOSER to put in a sham bid, or any other person, firm or corporation to refrain from bidding; and that the bidder or PROPOSER has not in any manner sought by collusion to secure for itself an advantage over any other bidder or PROPOSER.

The City Council, on January 7, 1992, adopted a motion (Council File 92-0021) that requires all CITY departments to gather various information on Contractors who conduct business with the CITY and all respondents to state their headquarter address as well as the percentage of their workforce residing in the CITY. This affidavit supports the City Council motion asserting the importance of preserving and enhancing the economic base and well-being of the CITY by encouraging businesses to locate to or remain in the CITY. See Exhibit 3 for more information.

### **5.33 Contractor Responsibility Ordinance**

PROPOSERS are advised that any Contract awarded pursuant to this procurement process shall be subject to the provisions of LAAC 10.40 et seq., Contractor Responsibility Ordinance (CRO). The CRO requires a determination, via the Responsibility Questionnaire, that prospective Contractors are responsible and capable of fully performing the work before a Contract is awarded by the CITY. See Exhibit 3 for more information.

### **5.34 Certification of Compliance with Child Support Obligations**

PROPOSERS are advised that any Contract awarded pursuant to this RFP will be subject to the applicable provisions of LAAC Section 10.10, the Child Support Obligations Ordinance. CITY policy also requires all Contractors and subcontractors performing work for the CITY to comply with all State and Federal reporting requirements and wage and earning assignments relative to legally mandated child support. See Exhibit 3 for more information.

### **5.35 Living Wage and Worker Retention Ordinances**

Unless approved for an exemption, Contractors under contracts primarily for the furnishing of services to or for the CITY and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of CITY property, and certain recipients of CITY financial assistance, shall comply with the provisions of LAAC Sections 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 of the exemptions shall apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal.

If applying for an exemption, Respondents MUST complete and submit the appropriate LWO Exemption form(s) and submit the form(s) with their response. See Exhibit 3 for more information.

If no exemptions are claimed, a form is not required to be submitted with the response.

The selected PROPOSER will be required to submit to StreetsLA the LWO - Employee Information Form (Form LW-6) and the LWO - Subcontractor Information Form (Form LW-18) within 30 days of contract execution. These forms may be obtained at <https://bca.lacity.gov/LWO%20Printable%20Forms>.

### **5.36 Insurance Requirements**

Prior to the execution of a CITY Contract, Contractor must furnish to the CITY evidence of insurance coverage at the levels set forth in this RFP in the listed "Required Insurance and Minimum Limits" form, Exhibit 1 within the Standard Provisions for City Contracts (Rev. 1/25) [v.2] (Attachment A), which contains the specific insurance requirements secured from Office of the Chief Administrative Officer/Risk Management. The CITY may require the Contractor to have fidelity, surety bond, performance bond, bid bond, and/or letter of credit to ensure satisfactory performance during the term of Contract. Furthermore, the Contractor will also be required to indemnify the CITY in accordance with the provisions set forth in the Standard Provisions for City Contracts (Rev. 1/25) [v.2] (Attachment A).

Insurance information is not required with the Bid/Proposal and need not be attached to the Response.

If recommended for an award of Contract, prior to the execution of a CITY Contract, PROPOSER MUST request their Insurance Broker/Agent to complete appropriate documentation of insurance with the required minimum limits set

forth in this RFP and submit to CAO Risk Management via <https://kwikcomply.org>.

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) \$1,000,000 General Liability
- (b) \$1,000,000 Workers' Compensation and Employer's Liability Insurance with Waiver of Subrogation in favor of CITY
- (c) \$2,000,000 Automobile Liability for any and all vehicles used for this Contract, other than commuting to/from work

## **6. GENERAL TERMS AND CONDITIONS**

### **6.1 Property of CITY / Proprietary Material**

All proposals submitted in response to this RFP will become the property of the CITY and subject to the California Public Records Act (California Government Code Section 7920.000 et seq.). PROPOSERS must identify all trade secrets or other proprietary information that the PROPOSERS claim is exempt from the Public Records Act. The City Attorney will make an independent determination regarding whether the identified information is disclosable.

In the event a PROPOSER claims such an exemption, the PROPOSER is required to state in the proposal the following: "The PROPOSER will indemnify the CITY and its officers, employees, and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefore."

Failure to include such a statement shall constitute a waiver of a PROPOSER'S right to exemption from this disclosure.

### **6.2 Pre-Award Negotiations**

Before the award of the Contract, the successful PROPOSER(S) may be required to attend negotiation meetings that will be scheduled at a later date. The intent of the meeting(s) will be to discuss and negotiate Contract requirements, prices/premiums, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. to ensure successful administration of the Contract.

### **6.3 Execution of Contract**

The selected PROPOSER agrees that it will be ready to accept the CITY'S deliveries of material at its site/facility by the date of Contract execution by the City Clerk. If the vendor fails to meet this deadline, the Contract shall be void unless the CITY agrees to extend the date for performance.

Unless otherwise stated, proposals submitted will be irrevocable for a period of 12 months following the Proposal Submission Deadline.

Any Contract made under this RFP must be accepted in writing by the PROPOSER. If for any reason the PROPOSER should fail to accept the Contract in writing, then the PROPOSER may be deemed non-responsive and the CITY may commence contract negotiations with another PROPOSER.

Please note that the CITY takes a legal approach whereby all contracts contain an order of precedence. In the event of an inconsistency between the provisions of the Contractor's documents and the CITY'S documents, the CITY'S documents take precedence concerning the resolution of the inconsistency.

### **6.4 Amendments, Modifications, and Change Orders**

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and conditions of the resultant Contract must be made by written amendment or change order approved by the Contracting Authority, the Contractor, and signed by the City Attorney. If the Contractor performs any modification without a written amendment/change order, the CITY will neither pay for nor be obligated to accept said modification.

### **6.5 Prime Contractor**

The PROPOSER awarded the Contract must be the Prime Contractor performing the primary functions of the Contract. If any portion of the Contract is to be subcontracted, it must be clearly outlined in the proposal document as to what part(s) are to be subcontracted, the reasons for subcontracting and a listing of subcontractors. The CITY reserves the right to reject any proposal wherein use of subcontractors significantly affects the ability of the PROPOSER to function as the Prime Contractor on the awarded Contract. The Prime Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them.

### **6.6 Subcontractors/Joint Ventures**

Acceptance or rejection of a PROPOSER'S request to use subcontractors is at the sole discretion of the CITY. With the written approval of the CITY, the Contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of the resultant Contract.

The provisions of the resultant Contract shall apply to all subcontractors in the same manner as to the Contractor. In particular, the CITY will not pay, even indirectly, the fees and expenses of subcontractors that do not conform to the limitations and documentation requirements of the resultant Contract.

## **6.7 Copies of Subcontractor Contracts**

Upon written request from the CITY, the Contractor shall supply the CITY with all subcontractor agreements.

## **6.8 Supplier Performance Feedback Meetings**

The Contractor will be required to attend periodic performance feedback meetings at the request of the Contracting Authority. The meetings will be facilitated by the Contracting Authority and will focus on the Contractor's and the CITY'S performance in fulfilling the service level requirements contained in the Contract. The meetings will provide a forum to informally discuss opportunities for improving Contract terms and conditions, service level requirements, and cost reductions for both parties.

## **6.9 Contractor's Staff**

The PROPOSER shall designate, as part of its submittal, a Contract Program Manager to be assigned to the CITY'S program. If PROPOSER is selected, additional personnel shall be assigned, subject to the CITY'S approval, on an as-needed basis. The personnel assigned to these positions at the commencement of services under the Contract shall serve in these positions as long as required.

The CITY reserves the right to have the Contractor replace any Contract personnel with equally or better-qualified staff upon providing written notice to the Contractor. Also, the CITY reserves the right to approve in advance any changes in project personnel or levels of commitment by the Contractor to the project.

## **6.10 Contractor's Address**

The address given in the proposal response will be considered the legal address of the Contractor and will be changed only by written notice to the CITY. The Contractor will supply an address to which certified mail can be delivered. The delivery of any communication to the Contractor personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Contractor at such address, will constitute a legal service thereof. Also, telephone numbers, cell phone numbers, fax numbers, and e-mail addresses (if applicable) must be provided.

## **6.11 Term & Option to Renew**

The term of any contract(s) established under a given RFP shall be for the period identified in the RFP. The CITY reserves the right in its sole discretion to seek an extension of the term of the Contract.

## **6.12 Standard Contract Provision Requirements**

Please carefully review the information contained in the CITY Contracting Requirements and Compliance Forms included with this RFP, including the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) (Attachment A) and Labor Compliance Manual (Attachment B), which shall both be incorporated by reference in the awarded Contract. Compliance with these requirements and submission of necessary forms is mandatory at the time of submission of a proposal, before awarding the Contract, or both. The PROPOSERS are responsible for timely compliance with all applicable requirements and submission of applicable forms. Failure to comply with these requirements may result in your proposal being deemed non-responsive. The CITY reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided. These requirements will be discussed in detail at the Pre-proposal Conference.

## **6.13 Governing Law**

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of the RFP and the resultant Contract, must comply with all applicable laws of the United States of America, the State of California, and the CITY.

## **6.14 California State Sales Tax**

Do not include California State sales tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.

## **6.15 California State Board of Equalization Permit**

PROPOSERS must enter the company's State of California Board of Equalization permit number on the proposal form. If the company does not have this permit, the PROPOSER must sign the proposal form declaring that the company has no California sales tax permit.

## **6.16 Federal Excise Taxes**

The CITY is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. The Department of General Services, upon request, will furnish Federal excise exemption certificates.

## **6.17 Periodic Independent Audit**

The CITY reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the Contractor and its subcontractors are conducting CITY business within generally accepted industry standard practices. Each Contractor will be required to cooperate fully with any external audit.

## **6.18 Financial Audit**

Firms providing services to the CITY will be responsible for the verification of the legitimacy of payments made to service providers and their subcontractors. The CITY, therefore, reserves the right for the staff of its Office of the Controller or their designee to conduct audits of financial accountability procedures.

## **6.19 Proposer Background Information**

PROPOSERS must submit contact information with their proposal as requested in this RFP.

## **6.20 PROPOSER Signature Declaration**

PROPOSERS shall provide a Respondent's Signature Declaration and Affidavit (Exhibit 1) with their proposal as requested in this RFP.

## **6.21 No Endorsement Advertising**

As a result of the selection of a Contractor to provide goods and/or services to the CITY, the CITY is neither endorsing nor suggesting that the Contractor's product or service is the best or only solution. Any use of or reference to the Contract by the Contractor, Contractor's employees or any approved subcontractor of the Contractor is strictly prohibited. The Contractor agrees to make no reference to the CITY in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the CITY.

## **6.22 Price Reduction**

If Contractor at any time during the course of the Contract makes a general price decrease, the Contractor shall promptly notify the CITY in writing and extend such decrease to the CITY effective on the date of such general price decrease.

## **6.23 Conflict of Interest**

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating and contract on behalf of the CITY'S departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the

contract. The cancellation shall be effective when written notice from the CITY is received by all parties to contract, unless the notice specifies a later time.

## **6.24 Clean Air/Water**

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC section 7606), section 508 of the Clean Water Act (33 USC section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

## **6.25 Performance Guarantees**

The Contractor warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances. Contractor shall perform such professional services as may be necessary to accomplish the work required to be performed under the Contract in accordance with the Contract. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Contractor under the Contract. Contractor 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.

## **6.26 Liability of Selected PROPOSER**

Except as otherwise provided in the Contract, the Contractor shall be and 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 the Contract, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party.

## **6.27 Limitation of CITY'S Obligation to Make Payment to Contractor**

Notwithstanding any other provision of a resultant Contract with the selected PROPOSER, the CITY'S obligation to make payments under the resultant Contract will be limited to the current appropriation(s) for that purpose. The Contractor will not provide any services, goods or equipment, and the CITY will not pay for any services, goods, or equipment provided in excess of the funds appropriated by the CITY for the Contract.

## **6.28 Estimated Cost Ceiling**

The estimated cost ceiling for the resultant Contract shall be established at a later date. The CITY reserves the right to revise the cost ceiling up or down 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

Contractor shall not be obligated to continue performance (including actions under the temporary suspension or termination clauses) or otherwise incur costs in excess of the cost ceiling unless agreed to by both parties via an executed amendment. In the absence of such an amendment, the CITY shall not be obligated to reimburse the Contractor for any costs in excess of the cost ceiling set forth, whether those costs were incurred during the course of the Contract or as a result of termination.