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REQUEST FOR BIDS (RFB) FOR GRAFFITI ABATEMENT SERVICES

RFB NO. 2025GRA012

The following schedule indicates estimated dates for the RFB process. The City reserves the right to adjust this schedule as appropriate.

Event / Location	Reference	Date
RFB Released on RAMP	N/A	Thursday, September 11, 2025
Mandatory Bidders Conference Register at: http://bit.ly/3JMzKJ2	Section 4.4	Thursday, September 25, 2025 at 11:00 a.m. (Pacific Time)
Business Inclusion Program (BIP) Outreach Deadline via RAMP	N/A	N/A
Deadline for Written Questions Submit by email only to: LADBS.Contracts@lacity.org	Section 4.5	Thursday, October 9, 2025 no later than 10:00 a.m. (Pacific Time)
Bid Submission Deadline	Section 4.6	Thursday, October 23, 2025 no later than 10:00 a.m. (Pacific Time)
Public Bid Opening Register at: http://bit.ly/4n6Xu94	Section 4.15	Thursday, November 6, 2025 at 11:00 a.m. (Pacific Time)
Preferred Bidder Notification	N/A	December 2025 (estimate)
Contract Execution	N/A	August 2026 (estimate)

As a covered entity under Title II of the Americans with Disabilities Act (ADA), the City of Los Angeles 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. For additional information, please contact the RFB Administrator at (213) 482-6776 or LADBS.Contracts@lacity.org.

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SECTION 1. INTRODUCTION

The mission of the City of Los Angeles Department of Building and Safety (LADBS) is to protect the lives of the residents and visitors of the City of Los Angeles and enhance the quality of life, housing, economic prosperity, and job creation citywide. Through a timely, cooperative, and transparent process, the Department advises, guides, and assists customers to achieve compliance with the Building, Zoning, Plumbing, Mechanical, Electrical, Disabled Access, Energy, and Green Codes, and local and State laws to build safe, well, and fast.

Through its Code Enforcement Bureau, the Los Angeles Department of Building and Safety's mission is to preserve and enhance the safety, appearance, and economic stability of our community through the diligent enforcement of applicable ordinances and land use regulations. This Request for Bids (RFB) seeks to find a Contractor to provide graffiti abatement services at various locations throughout the City of Los Angeles. These services are intended to remove graffiti from vacant, abandoned, or substandard properties that have received enforcement orders from the City.

It is the Bidder's responsibility to thoroughly read and understand this RFB before submitting a response.

SECTION 2. DEFINITIONS

The following terms shown below in bold print and defined in italics, whether used in this RFB or a Contract resulting from this RFB, shall be defined and interpreted as follows:

2.1 General RFB Definitions

- 2.1.1 **CITY**: The City of Los Angeles, California, a municipal corporation.
- 2.1.2 **CONTRACT ADMINISTRATOR**: The LADBS employee from the Contracts and Support Services Division designated as the Department Contract Coordinator, and who is responsible for overseeing the Department's request for Bids/bids/quotes processes and contracts executed therefrom.
- 2.1.3 **CONTRACT OR "AGREEMENT"**: The particular Contract executed by the Contractor and the City, as a result of this Request for Bids (RFB), and of which this RFB shall be a part. "Contract" and "Agreement" may be used interchangeably. The following documents shall constitute a part of the Contract: Contract, RFB, Contractor's Response, and Plans (if any).
- 2.1.4 **CONTRACTOR OR VENDOR**: The person, partnership, firm or corporation to whom this Contract is awarded by the City as a result of this RFB, and who is a party thereto. Contractor may be used interchangeably with "Bidder."
- 2.1.5 **DEPARTMENT, LADBS, OR DBS**: The City of Los Angeles Department of Building and Safety. "Department," "LADBS", or "DBS" may be used interchangeably with "City."

- 2.1.6 **GENERAL MANAGER:** The General Manager of the City of Los Angeles Department of Building and Safety, or an authorized representative of the General Manager.
- 2.1.7 **REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (“RAMP”) (<http://rampla.org>):** The City’s repository and information site regarding all solicitation opportunities.
- 2.1.8 **REQUEST FOR BIDS (RFB):** This document which is used by Bidders as a basis for their response.
- 2.1.9 **RESPONSE:** A formal written response prepared and submitted in accordance with and in response to this Request for Bid.
- 2.1.10 **RFB ADMINISTRATOR:** The LADBS employee(s) from the Contracts and Support Services Division responsible for administrating this Request for Bids. The primary assigned RFB Administrator will be listed under the Contact section of this RFB’s advertisement on the Regional Alliance Marketplace for Procurement (“RAMP”), and any additional RFB Administrators will be identified at the Bidders conference.
- 2.1.11 **SUBCONTRACTOR:** Any person, firm, or corporation other than an employee of the Contractor, supplying under the Contract, labor or materials, or both.
- 2.1.12 **WORK:** Labor, services, and/or materials required by the City under the resulting Contract.
- 2.1.13 **WORKING DAY:** Working Day is synonymous with “business day.” Business days are Monday through Friday, excluding the following holidays:
- ◆ *New Year’s Day*
 - ◆ *Martin Luther King Jr. Day*
 - ◆ *President’s Day*
 - ◆ *Cesar Chavez Day*
 - ◆ *Memorial Day*
 - ◆ *Juneteenth Day*
 - ◆ *Independence Day*
 - ◆ *Labor Day*
 - ◆ *Indigenous People’s Day*
 - ◆ *Veteran’s Day*
 - ◆ *Thanksgiving Day*
 - ◆ *Day After Thanksgiving*
 - ◆ *Christmas Day*
- 2.1.14 **WORKING HOURS:** The City’s normal business hours are from 7:00 a.m. to 4:30 p.m. The Contractor must list any additional charges for “same day”, “next day,” and “off-hours” processing for each deliverable contained in this RFB in the event the City requires a “rush” or “expedited turnaround time.” Refer to Section 2.1.13 for definition of Working Day.

2.2 RFB-Specific Definitions

- 2.2.1 **BASIC CONTRACT PRICE:** The basic price per square foot of Basic Structure plus itemized cost(s) for all other Work which may be performed (See Exhibit 5 – Bidder Cost Form), for which Bidder is willing to perform

the Work specified in Section 3.3 – Scope of Work.

- 2.2.2 **BIDDER:** The Contractor must possess a valid C-33 Painting and Decorating License or equivalent Contractor License issued by the State of California.
- 2.2.3 **INSPECTOR:** Authorized representative of the LADBS General Manager.
- 2.2.4 **PROJECT:** The Work to be performed in whole or in part through the performance of this Contract.
- 2.2.5 **SQUARE FOOTAGE FOR PAINTING:** The total cumulative square footage of area to be painted/obscured.
- 2.2.6 **STIPULATED UNIT PRICE:** A fixed amount paid per specified unit of Work in addition to the Bid price per square foot of painting/obscuring required.
- 2.2.7 **WORK ORDER:** An order executed by the General Manager that specifies the location and amount of Work to be done and stipulates the total cost for the Project.

SECTION 3. RFB SPECIFICATIONS

Bidders are reminded and encouraged that they may solicit the assistance of subcontractors to perform any portion of the Scope of Work that the Bidder cannot perform in-house or that could be performed more efficiently by a subcontractor. Please refer to Section 6.8, Section 7.9, and Attachment 15 of this RFB for additional information on subcontracting.

3.1 Term

The term of any Contract resulting from this RFB may be for a period of up to three (3) years from the “effective date” of the contract, unless terminated earlier as set forth in PSC-9, Standard Provisions (Rev. 1/25 [v.2]) of Attachment 1 to this RFB.

3.2 Changes in Scope of Services

During the RFB process, LADBS reserves the right to change, add to, or delete any part of this RFB. Additions, deletions, or modifications to the original RFB will result in an RFB addendum, which will become an integral part of the RFB and/or any submitted responses.

Any subsequent change to or interpretation of the RFB will be posted on the City of Regional Alliance Marketplace for Procurement (RAMP), which requires registration by Bidders, and any such changes or interpretations shall become a part of said RFB and may be incorporated into any Contract awarded. Should a Bidder object on any ground to any provision or legal requirement set forth in the RFB, or any addendum to the RFB, the Bidder must, not more than ten (10) calendar days after the RFB is issued, or not more than ten (10) calendar days after any subsequent addendum to the RFB is issued, provide written notice to

LADBS setting forth with specificity the grounds for the objection. The failure of a Bidder to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

Bidder shall acknowledge receipt of addenda in Exhibit 2 – General Information Form. Only written interpretations or corrections by means of an addendum shall be binding. Bidder shall not rely upon information given by any other method.

3.3 Scope of Work

The scope of work shall be based on Appendix 1 – Scope of Work.

SECTION 4. INSTRUCTIONS TO BIDDERS

It is the City's intent to award a Contract, in a form approved by the City Attorney, to the selected Bidder(s). This RFB and the Response submitted or any part thereof may be incorporated into and made a part of the Contract. It is requested that Responses be prepared simply and economically, avoiding the use of unnecessary promotional material or other materials not specific to this RFB.

Please be advised that RAMP Support may take up to 10 **business** days to respond to technical or general inquiries, including any RAMP specific compliance or outreach items. To avoid delays, Bidders are encouraged to plan ahead and complete RAMP-related activities early. All RAMP support requests must be submitted exclusively through a Service Now (SNOW) Ticket at <http://snow.lacity.org/rampla>. As outlined in Section 4.7 of the RFB, late Responses will not be considered for award and will not be reviewed further.

4.1 Response Submission Requirements

Responses shall be based only on the material contained in the RFB, Bidders conference responses, amendments, addenda, and other material published by the City relating to the RFB. The Bidder shall disregard any previous draft material and oral representations that may have been obtained by the Bidder. Responses shall be submitted in accordance with the requirements set forth in this RFB.

4.1.1 Written Requirements

All Responses must be submitted in writing, and Bidders shall complete and return all applicable documents, including forms, appendices, specifications, drawings, and any technical and/or illustrative literature.

All submittal forms include maximum page limit requirements. Bidders **MUST NOT** exceed the maximum page limits. Bidders shall use Arial font with a minimum font size of 10 on all submittal forms.

The City may deem a Bidder non-responsive if the Bidder fails to provide all required documentation or fails to adhere to maximum page limit requirements.

4.1.2 Language and Units of Measurements

This RFB and all documents submitted by a Bidder in connection with this RFB shall be written in English. All numerical data furnished herein shall use the dollar-foot-pound-seconds units of measurement.

4.1.3 Non-Proprietary Solutions

Responses shall incorporate non-proprietary solutions and services. A Bidder incorporating proprietary solution components must justify these components in writing in the "Omissions, Deviations, and Alternatives" section of the Response, as described in Section 4.2.6.

Responses which impose conditions or limitations on the requirements set forth in this RFB may be considered non-responsive and rejected.

4.1.4 Information Requested and Not Furnished

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

4.1.5 Authorized Signatures

Responses shall be signed by a duly authorized officer (e.g., a Chairman of the Board; President or Vice President and a secretary, Treasurer, or Chief Financial Officer; or equivalent) eligible to sign contract documents and authorized to bind the company to all commitments made in the Response. That representative shall have authority to bind the Bidder to all provisions of the Response, the RFB, any subsequent changes, and to the contract if an award is made.

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

All above signatures may be electronic or digital signatures.

4.1.6 Affidavit of Non-Collusion

As set forth in Section 371(d) of the City Charter, each Bidder must include in their Response the Affidavit of Declaration of Non-Collusion (Attachment 7):

"The undersigned declares under penalty of perjury that this Bid is genuine and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the Bidder had not directly induced or solicited any other Bidder to put in a sham Bid, or any other person, firm,

or corporation to refrain from submitting a Bid, and that the Bidder has not in any manner sought by collusion to secure for him/herself an advantage over any other Bidder.”

Any Response not accompanied by the Affidavit shall not be considered, and any Bidder submitting a falsified affidavit may be excluded from submitting further Responses.

4.1.7 Response Errors

Bidder is liable for all errors or omissions incurred by Bidder in preparing the Response. Bidder will not be allowed to alter Response documents after the Bid Submission Deadline.

The City reserves the right to make corrections or amendments due to errors identified in the Response by the City or the Bidder. This type of correction or amendment will only be allowed for errors such as typing, transposition, or any other obvious error. Any changes will be dated and attached to the Response. All changes must be coordinated in writing with, authorized by, and made by the Contract Administrator.

4.1.8 Waiver of Minor Administrative Irregularities

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

4.1.9 Interpretation and Clarifications

The City will consider prospective recommendations or suggestions regarding any requirements before September 22, 2025. All recommendations or suggestions must be in writing and submitted to the Contract Administrator. The City reserves the right to modify requirements on any RFB if it is in the best interest of the City.

4.1.10 Bid and Email Submission Requirements

In lieu of submitting physical copies of their Responses, Bidders must submit their Response package via email (“Email Submission”). Email Submission must include one (1) single PDF file containing the Bidder’s complete Response package, as well as all relevant attachments and exhibits as individual files in native (typically MS Word or Excel) formats. Please refer to Section 4.2, Response Format Requirements for further details.

Bids must be submitted via email to LADBS.Contracts@lacity.org to be considered responsive. Bidders shall include reference to the RFB number in the subject line of their email and adhere to the following additional requirements:

- The maximum size of an email submitting the Response package, including all attachments in PDF and native (MS Word or Excel)

formats, must be 25 MB or less. Bidders are solely responsible for ensuring that email submissions comply with any size restrictions imposed by the Bidder's internet service provider;

- Bidders should endeavor to submit the Response package in a single email and avoid sending multiple email submissions in response to this RFB. However, if the file size of an email exceeds the applicable maximum size, the Bidder may make multiple submissions (multiple emails in response to the same RFB) to reduce attachment file size to be within the maximum allowed size. In the event multiple emails are necessary due to size restrictions, Bidders shall identify the order and number of emails making up the Response submission (e.g. "email 1 of 3, email 2 of 3, email 3 of 3");
- Bids submitted via email must be sent from one email address, which must be consistent with the email provided by the Bidder in Exhibit 2 – General Information Form, Bidder Overview section, item number six (6). LADBS reserves the right to seek clarification or reject the Response as nonresponsive if LADBS is unable to determine what documents constitute the complete Response;
- Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Bidders submitting Bids via email are solely responsible for ensuring that any emails or attachments are not corrupted. LADBS may reject Bids that are compressed, cannot be opened, or that contain viruses, malware, or corrupted attachments;
- The Bidder bears all risk associated with delivering its Response package via email, including but not limited to delays in transmission between the Bidder's computer and the City of Los Angeles email system; and
- While LADBS requires Email Submission of Responses, the Bidder acknowledges that email transmissions are inherently unreliable. The Bidder is solely responsible for ensuring that Email Submission of its Response and all attachments have been received before the Bid Submission Deadline. The date and time of the Email Submission is determined by the records of the City of Los Angeles email system. Once submission deadlines have passed, Bidders will not be permitted to resubmit their Response if the City of Los Angeles email system rejects an Email Submission for any reason.
- The Bidder is strongly advised to contact the LADBS Contracts and Support Services Division by telephone at (213) 482-6776 during Working Hours, if (i) the Bidder's Email Submission is rejected by the City of Los Angeles email system, or (ii) the Bidder does not receive a response email from LADBS confirming receipt of the Email Submission and all attachments within two (2) hours during Working Hours from the time the email was sent by the Bidder.

Please note: The City’s business hours, excluding holidays, are described in Section 2.1.14.

4.2 Response Format Requirements

Responses to this RFB shall be made in accordance with the format and requirements set forth in this section. Failure to adhere to these formatting requirements and utilize prescribed submittal forms may be cause for rejection of the Response as non-responsive.

Bidders shall submit: one (1) single PDF file containing their complete Response; and six (6) individual native versions of the Bidder’s response forms (Exhibits 1, 2, 3, 4, 6, as MS Word files; Exhibit 5, as an MS Excel file).

The PDF Response shall be organized in the order presented below, with any additional attachments to follow:

Table 4.2 – Order of Response Documents

Order	Item Description
1.	Cover Letter
2.	Table of Contents
3.	Exhibit 1 – RFB Checklist
4.	Exhibit 2 – General Information Form
5.	Exhibit 3 – Narrative Response Form
6.	Exhibit 4 – Bidder References Form
7.	Exhibit 5 – Bidder Cost Form
8.	Exhibit 6 – Additional Information Form
9.	Attachment 5 – Contractor Responsibility Ordinance (CRO) Questionnaire
10.	Attachment 6 – Living Wage Ordinance & Worker Retention Ordinance Exemption/Non-Coverage Application [if applicable]
11.	Attachment 7 – Non-Collusion Affidavit
12.	Attachment 11 – City of Los Angeles Residence Information
13.	Attachment 12 – Certification of Compliance with Child Support Obligations
14.	Attachment 13 – Certification Regarding Compliance with the Americans with Disabilities Act
15.	Attachment 14 – Municipal Lobbying Ordinance (MLO) Form 50 & Form 55
16.	Attachment 18 – California Iran Contracting Act of 2010 Compliance Affidavit [if applicable]

4.2.1 Cover Letter and Table of Contents

Each Response package must include a cover letter limited to one page. The cover letter must include the title, address and telephone number of the person or persons authorized to represent the Bidder regarding all matters related to the Response and any Contract subsequently awarded to said Bidder. This letter shall be signed by a person(s) authorized to bind the company to all commitments made in the Response per Section 4.1.5.

Immediately following the cover letter, there shall be a comprehensive table of contents which must include a clear description of the content of

the Response identifying the information set forth therein by sequential page number and by section reference number.

4.2.2 General Information Form

Bidder shall submit Exhibit 2 – General Information Form to provide the following information:

4.2.2.1 Bidder Overview and Signature Declaration

This section shall include the company name, company address, name of principal officer, web URL, name and contact number of the primary contact person for clarifications on the submitted Bid, and identification and signature of the person authorized to represent the Bidder regarding all matters related to the Response and any Contract subsequently awarded to said Bidder.

This section also includes Addenda Acknowledgment. The Bidder shall acknowledge that they received and reviewed each published addendum, and that the Bidder has incorporated the requirements of such addenda into their Response. Failure to identify and sign for all addenda may result in the Response being deemed non-responsive. The Bidder must initial and date to confirm they have received and incorporated each addendum into the Response.

4.2.2.2 Subcontractor Information (Not Applicable)

(THIS SECTION INTENTIONALLY LEFT BLANK)

4.2.2.3 Business Organization

This section shall include information on the business organization of the Bidder. Business organization includes the number of years in business, a summary of relevant historical background of the Bidder as a corporate or other entity, and information on the financial status of the firm. This information will help the City evaluate the Bidder's ability to complete the proposed project.

4.2.2.4 Conflicts of Interest and Litigation

The Bidder shall provide information on whether the Bidder's firm represents any interests that may constitute a conflict of interest in contracting with the City, LADBS, or any other City related public or proprietary agencies.

In addition, all Bidders shall clearly identify any past or current litigation that the Bidder was/is involved in which the City or any of its related public or proprietary agencies is also involved.

If the Bidder does not have any conflicts of interest nor any past or current litigation as described above, so indicate.

4.2.2.5 Past Failure to Complete Work Awarded

If the Bidder has had a contract terminated for default during the past five (5) years, all such incidents must be described in this section. Termination for default is defined as notice to stop performance due to the Bidder's non-performance or poor performance and the issue was either not litigated; or litigated and such litigation determined the Response to be in default. The Bidder shall submit full details of all termination for default experienced by the Bidder during the past five (5) years including the other party's name, address and telephone number. Present the Bidder's position on the matter. The City shall evaluate the facts and may, at its sole discretion, reject the Response if the facts discovered indicate that completion of a contract resulting from this Response may be jeopardized by selection of the Bidder.

If the Bidder has experienced no termination for default in the past (5) five years, so indicate.

4.2.3 Narrative Response Form

Bidder shall submit Exhibit 3 – Narrative Response Form to provide the information described in the following subsections. The City is seeking a concise synopsis from the Bidder of the work and approach that will be taken to complete this project. The Bidder's narrative response to these questions should demonstrate to the City that the Bidder can visualize what they are going to do before they do it.

4.2.3.1 Overall Qualifications

Provide a brief summary of the Bidder's understanding of RFB objectives, scope, and tasks. Describe the Bidder's overall and technical qualifications to perform the tasks described in Appendix 1 – Scope of Work.

4.2.3.2 Vendor Experience

This section includes a number of questions to help the City assess Bidder's experience relevant to the work described in the Scope of Work. Bidders shall provide a response to each question.

4.2.3.3 Staff Experience

Bidders shall identify the key personnel to be assigned to this project.

4.2.4 Bidder References Form

Bidder shall submit Exhibit 4 – Bidder References Form to provide the information described in this section. Bidders will be evaluated on their capability to meet the terms and requirements of the RFB and on demonstrated expertise in accomplishing similar work as evidenced by projects recently completed by the Bidder. To assess this capability, Bidder shall submit Exhibit 4 – Bidder References Form to provide information on a minimum of six (6) different and unique non-Bidder owned references (do not repeat include multiple references names form the company and do not included staff from LADBS) for the categories specified below. The references must be from the end-client or users of the project or service, and not third-party consultants or owner representatives.

- (1) The Response shall list three (3) current customers with whom the Contractor has conducted business applicable to this RFB over the last twelve (12) months.
- (2) The Response shall list three (3) customers with whom the Contractor has conducted business applicable to this RFB continuously for the past five (5) years or more.

4.2.5 Bidder Cost Form

Bidders shall submit Exhibit 5 – Bidder Cost Form to indicate prices for the services described in Appendix 1 – Scope of Work. Cost information shall only be contained within Exhibit 5. Exhibit 6 – Additional Information Form may also include cost information if the Bidder desires to offer additional services as described in Section 4.2.6.2. **No other document or Submittal Form may contain cost or fee information.**

Pricing information contained in the Response will be considered by the City as binding on the Bidder for purposes of this RFB. Bidders shall provide any discounts offered for payment within set parameters in accordance with PSC-24, Best Terms, of the Standard Provisions (Rev. 1/25 [v.2]) in Attachment 1.

4.2.6 Additional Information Form

Bidder shall submit Exhibit 6 – Additional Information Form to provide the following information:

4.2.6.1 Omissions, Deviations, and Alternatives

The Bidder shall not change any wording in the RFB or associated documents. Any explanation of omissions, deviations, or alternatives offered shall be submitted in this section. This section shall fully describe any omissions or deviations from the requirements set forth in the RFB, including

any exceptions to Attachment 1, Standard Provisions for City Contracts (Rev. 1/25 [v.2]), and the reasons why said omissions or deviations are in the best interests of the City. The effect of any omissions or deviations, including cost, on the proposed Work shall also be included.

Submission of a Response pursuant to this RFB shall constitute acknowledgement and acceptance of all the terms and conditions herein set forth in this RFB, unless otherwise expressly stated in this section of the Response package.

Alternatives that do not substantially meet the City's requirements will not be considered. Responses offered subject to conditions and/or limitations by the Bidder may be rejected as non-responsive. Bidders recommended for Award of Contract who later submit exceptions or deviations from RFB requirements, terms, and conditions that were not expressly stated in their Response may be rejected as non-responsive.

4.2.6.2 Other Services Offered

For all services other than those requested under Appendix 1 – Scope of Work, the Bidder shall provide a detailed description of how each service will be provided. Where appropriate, the category of service the Bidder is willing to provide shall be indicated. The effect of any cost associated with the proposed work shall also be included in this section.

4.2.6.3 Additional Data the Bidder Wishes to Present

Any other data the Bidder considers essential to the evaluation of its Response shall be clearly stated in this section. If there is no additional data the Bidder wishes to present, the Bidder shall state the following:

“There is no additional data we wish to present.”

4.3 Costs Incurred by Bidders

The City is not responsible for any costs incurred by the Bidder submitting Responses. All Bidders who respond to this RFB do so solely at their own expense.

The City will not provide parking, clerical, office/storage space, telephone services or reproduction services throughout the RFB process.

4.4 Mandatory Bidders' Conference

A **mandatory** Bidders' Conference will be held to clarify the contents of this RFB, to discuss the City's needs, and for City representatives to respond to questions from Bidders concerning this RFB. Written questions will be answered, and

responses will subsequently be posted on the Regional Alliance Marketplace for Procurement (“RAMP”) at <http://rampla.org/>. Conditions and/or terms of the RFB will not be negotiated at the conference. The time and date of the Bidders Conference is identified on the cover page of this RFB.

To maximize the effectiveness of the conference, Bidders shall provide questions in writing prior to the conference. Additional questions will be accepted at the conference. However, responses may be deferred and posted on RAMP at a later date.

Bidders planning to attend the conference must pre-register per Section 4.4.2 and email any prepared questions to LADBS.Contracts@lacity.org. Bidders must include reference to the RFB number in the subject line of their email to ensure proper notification.

NOTE: If LADBS does not receive notification of attendance registration by 10:00 a.m. on the day prior to the Bidders’ Conference, the conference will be canceled, and any questions received will still be answered and posted on RAMP.

4.4.1 Virtual Conference Requirements

The City will host the mandatory Bidders Conference as a virtual meeting via web conference. No in-person attendance will be available. Access information for the virtual conference will be provided via email upon registration (See Section 4.4.2).

Bidders attending the virtual conference shall follow the detailed instructions provided below. Failure to adhere to these instructions may result in the Bidder’s attendance not being properly recorded, which will result in the Bidder being deemed non-responsive.

Note: The City reserves the right to determine if all requirements were met by remote attendees.

Vendors attending the web conference will be provided detailed instructions via email to access the web conference upon registration. Bidders must call-in from the same phone number or access the virtual conference via the internet using call-in or login information that matches the information provided in their online registration form. If call-in/login information do not match the information provided in the registration form, attendance for that vendor may not be properly recorded. If Bidder attendance cannot be confirmed by the City, any Response submitted by the Bidder will be deemed non-responsive.

Attendees to the web conference are expected to stay for the entire duration of the meeting, and are responsible for all information that is presented. The RFB Administrator will announce during the presentation at what point remote attendees are no longer permitted to join the meeting. After the announcement, the meeting will proceed and no additional remote attendees will be able to register their attendance for the meeting.

4.4.2 Notification of Planned Attendance

Bidders planning to attend the conference must complete the online registration form at the link provided on the cover page of this RFB.

Bidders must complete the online registration form, and email any prepared questions to LADBS.Contracts@lacity.org, no later than 10:00 a.m. on the day prior to the Bidders Conference. Bidders must include reference to the RFB number in the subject line of their email to ensure proper notification.

4.5 Deadline for Written Questions

Any questions regarding the contents of this RFB must be directed to the RFB Administrator via email at LADBS.Contracts@lacity.org by the time and date identified on the cover page of this RFB.

4.6 Bid Submission Deadline

Responses must be submitted by the Bid Submission Deadline identified on the cover page of this RFB.

Bidders who submit Responses via Email Submission pursuant to Section 4.1.10 will be sent a "Notice of Receipt of Response" email within two (2) Working Hours to confirm the receipt of the Response according to the timestamp of the Bidder's email as received by LADBS.Contracts@lacity.org.

Bidders are solely responsible for ensuring that LADBS receives a complete Response package, including all attachments, before the Bid Submission Deadline.

4.7 Late Responses

Timely submission of Responses is the sole responsibility of the Bidder. The City reserves the right to determine the timeliness of all submissions. The City will not be responsible for any errors or omissions in the Response, or any delays in receipt of the Response, including those due to the method of delivery.

All Responses received after the Bid Submission Deadline will be considered "late." All late Responses will not be considered for award and will not be further reviewed.

4.8 Withdrawal of Responses

4.8.1 Prior to Bid Submission Deadline

Bidder may withdraw a submitted Response in writing at any time prior to the Bid Submission Deadline. A written request, signed by an authorized representative of the company, must be submitted to the Contract Administrator. After withdrawing a previously submitted Response, the

Bidder may submit another Response at any time up to the Bid Submission Deadline.

4.8.2 After Bid Submission Deadline

Unless otherwise stated, Responses submitted shall be irrevocable for a period of one hundred and eighty (180) days following the Bid Submission Deadline.

4.9 Prohibition of Communication During RFB Evaluation Period

Upon release of this RFB and continuing until a contract has been awarded, all personnel involved with the solicitation process or who contributed to the development of the solicitation will be specifically directed against having any meetings, conferences, or discussions with any Bidders or potential Bidders, except as provided for in the RFB. Bidders shall not initiate or engage in any communication in any manner with City personnel or anyone involved with the RFB regarding this RFB or Responses during this period of time except as provided for in the RFB or authorized, in writing in advance, by the Contract Administrator. **Failure to comply with this requirement may result in the disqualification of the Bidder's Response.** (This statement is not intended to prevent current contractors from conducting on-going business under existing contracts.)

4.10 Confidential Information

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

"NOTICE"

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

In Responses containing proprietary information, proprietary paragraphs and/or other data should be clearly marked as noted above. **The Bidder must include one additional PDF copy of the Response with the confidential material totally blacked out or removed from the text so that one copy is available as public material. Bidders shall label this additional PDF copy the "Redacted" version. In accordance with the California Public Records Act, this information may, upon request, be released to the public.**

The City assumes no responsibility for disclosure or use of unmarked data for any purposes. In the event properly marked data are requested, the Bidder may be

advised of the request and may expeditiously submit to the City a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and/or local law. This statement will be used by the City in making its determination as to whether or not disclosure is proper under federal, state and local law. The City will exercise care in applying this confidentiality standard, but will not be held liable for any damage or injury that may result from any disclosure that may occur. The Bidder agrees to assume and pay for all costs incurred by the City, including attorney's fees awarded by a court, if Bidder requests the City to resist disclosure of material provided to the City by the Bidder, provided the City determines the said materials are exempt under federal, state, and local law. Furthermore, should you request that portions of your Response remain confidential and not be disclosed, please confirm your assurance to indemnify, defend and hold the City of Los Angeles by including the following statement in your cover letter:

"Bidder undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents and employees (collectively, the "City") from and against all suits, claims and causes of action brought against the City for the City's refusal to disclose trade secrets or other technical, financial or other information to any person making a request pursuant to the State of California Public Records Act (California Government Code Section 6250 et. seq.). Bidder's obligations herein include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual, costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Bidder's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Bidder of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature."

Failure to include such statement shall constitute a waiver of a Bidder's right to exemption from disclosure.

Note that wholesale use of headers/footers bearing designation such as "confidential", "proprietary", or "trade secret" on all or nearly all of a Response is not acceptable, and may be deemed by the City as a waiver of any exemption claim. The identification of exempt information must be more specific.

4.11 Pre-Award Negotiations

Prior to award of the Contract, the successful Bidder 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, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. in order to ensure successful administration of the Contract.

4.12 Rejection of Responses

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

4.13 Response Appeal Process

The City will notify all applicants of the results of the Response evaluations. Applicants may appeal procedural issues only. Appeals must be made in writing by submitting a letter to LADBS within five (5) working days of receiving notification of award or non-select, identifying the specific reason for the appeal to:

Osama Younan
General Manager
Los Angeles Department of Building and Safety
Attn: Contract Administrator
201 North Figueroa Street, Suite 760B
Los Angeles, CA 90012-4869

4.14 Award of Contract

Award of Contract is made to the Bidder with the best combination of price, experience, and quality of service. As such, awards are not necessarily awarded to the lowest cost Response.

The Bidder to whom the Contract for any or all of the desired services is awarded shall be required to enter into a written Contract with the City of Los Angeles in a form approved by the City Attorney. This RFB and the Response, or any parts thereof, may be incorporated into and made a part of the final Contract. However, the City reserves the right to further negotiate the terms and conditions of the Contract with the selected Bidder. If contract negotiations cannot, in the City's sole opinion, be completed successfully, the City reserves the right to initiate contract negotiation with the next highest ranked Vendor or to cease the solicitation process, as appropriate.

4.15 Bid Opening

The opening of the bids shall be conducted publicly on the date and time indicated on the cover page of this RFB. The Bid Opening meeting will be held virtually via web conference. No in-person attendance will be available. Bidders who wish to access the Bid Opening meeting must register at the link provided on the cover page of this RFB.

Vendors attending the virtual bid opening meeting will be provided detailed instructions via email to access the meeting upon completion of the online registration form.

SECTION 5. RESPONSE EVALUATION

The City will review and score each complete and fully responsive Response. Responses shall be determined eligible for review and scoring based on the responsiveness and factuality or verifiability of the Response documentation and information.

After receipt of a Response, but prior to award of contract, the City, at its sole discretion, may require any or all Bidders, to submit additional information and/or to meet in person with City personnel. LADBS may communicate with one or more of the Bidders for the purpose of obtaining additional clarifying information. In submitting additional information, a Bidder is not permitted to substantially embellish or change the original Response, unless so directed by LADBS.

The City, at its option, may reject any and all Responses submitted in response to this RFB, or waive any administrative irregularities, or to waive any informalities in a Response when to do so would be to the advantage to the City or its taxpayers. The successful Response(s) will not necessarily be those that set forth the lowest price.

The City reserves the right to require a pre-award interview, site inspection and/or telephone conference call with Bidders. The Department reserves the right to select more than one contractor.

5.1 Response Review Process

The Response review process shall include the following major activities:

5.1.1 Administrative Requirements Review

The City will review each Response for the presence of required information in conformance with the content and requirements of this RFB contained in Section 4.1 and Section 4.2. Absence of the required information may result in the Response being deemed non-responsive and rejected.

The City will review the Response to determine whether it meets the various requirements contained in Section 8, City Administrative Requirements. These requirements include compliance with the City's administrative requirements a Bidder must meet to do business with the City. The City will also determine if the Bidder has provided the required documents and explanations to specific City Administrative Requirements. Failure to meet a City Administrative Requirement may result in the Response being deemed non-responsive and rejected.

The City will review each Response to determine whether the Bidder meets the Minimum Qualification requirements contained in Section 5.2 Minimum Qualifications. Failure to meet the Minimum Qualifications requirements shall result in the Response being deemed non-responsive and removed from further review and evaluation by the City.

Bidders deemed ineligible or non-responsive will be informed in writing.

5.1.2 Evaluation of Bidder Qualifications and Response

The City will evaluate each response and recommend an award of a contract based on the following criteria:

- 5.1.2.1 The response meets or exceeds the minimum requirements specified in this RFB.
- 5.1.2.2 The response demonstrates the best value and lowest overall cost to the City.
- 5.1.2.3 Cost will be assessed by calculating the overall composite bid amount for each vendor, based on the below indicated weights:

ITEM	DESCRIPTION	COMPOSITE BID WEIGHTS
1	Paint / Obscure Graffiti	90%
2	Scissor Lifts less than or equal to forty (40) feet in height	5%
3	Scissor Lifts more than forty (40) feet in height	5%

- 5.1.3 Bidders shall be notified in writing of the final evaluation results.

5.2 Minimum Qualifications

The evaluation will be based on the quality of responses to the RFB, proximity of a Response's prices to competitive market values and relative to other Bidders' pricing, and reasonableness of the Bidder's costs relative to other Bidders' costs. The City shall reserve the right to use such other criteria as may be deemed appropriate in evaluating Responses, even if such criteria are not mentioned in the RFB. The City's criteria for evaluating the Responses will include, but not be limited to, the following:

- 5.2.1 A Contractor who paints structures shall possess a valid C-33 or equivalent Contractor License issued by the State of California.
- 5.2.2 Contractor must be available to perform emergency work on a twenty-four (24) hour basis, seven (7) days per week including holidays.
- 5.2.3 Contractor shall exhibit a record of successful past performance as well as an above-average reputation for the delivery of services as described in this RFB. Refer to Section 4.2.4, Bidder References Form. The Bidder's references will be contacted for comments. Should the Bidder's supplied references decline to provide comments to the City on their experience with the Bidder, the City will contact the Bidder to request additional references. Prior to submission of any Response, the City encourages Bidders to ensure that the customer references provided by the Bidder will be responsive to the City's request for comments.

5.3 No Debriefs to Bidders

The City issues award and non-award decisions to all Bidders, and does not otherwise provide debriefs of the evaluation of their respective Responses.

SECTION 6. GENERAL TERMS AND CONDITIONS

6.1 Insurance Requirements

The Contractor shall maintain the required insurance with the identified limits in accordance with insurance requirements which are attached hereto as Attachment 2 and as required in the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) and attached hereto as Attachment 1, for the entirety of the Contract. Insurance forms and instructions for completing them may also be obtained from the Internet at the following URL: <http://cao.lacity.org/risk/>.

With respect to the interests of the City, if an insurance company elects to cancel insurance before the stated expiration date; declines to renew in the case of a continuous policy; materially reduces the coverage period by changing the retroactive date (if any) or the extended discovery period (if any); reduces the stated limits other than by impairment of an aggregate limit; or materially reduces the scope of coverage which affects the City's interest, the company will provide the City at least 30 calendar days prior written notice of such election. Notice will be made by receipted delivery addressed as follows:

City Administrative Officer
Office of Risk Management
Insurance and Bonds
City Hall East, Room 1240
200 N. Main Street
Los Angeles, CA 90012-4168

It is understood, however, that such notice to the City shall not affect an insurance company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium (Los Angeles Administrative Code Section 11.54).

6.2 Payment Terms, Schedules and Invoicing Instructions

6.2.1 Payment Process

Payment will be authorized after acceptance of the deliverables and receipt of a properly completed invoice (in that order).

6.2.2 Completed Invoices

In no event will payment be made prior to the City's verifying and approving that: 1) the services were received; 2) the Work was approved and; 3) a proper invoice has been submitted.

A proper invoice shall include, but may not be limited to:

- Bidder's name and remittance address as listed in the Contract;
- Bidder's Business Tax Registration Certificate (BTRC) Number;
- Contract number assigned by the City;
- City staff representative's name, address, and phone number;
- Exact Work description, date of service, quantity, unit price, total price, etc., as listed on the Contract.

6.2.3 Billing Address

The City is not liable for delays in payment caused by failure of the Bidder to send the invoice to the address specified below:

Los Angeles Department of Building and Safety
 Attention: Contract Administrator
 201 North Figueroa Street, Suite 760B
 Los Angeles, CA 90012
LADBS.Contracts@lacity.org

6.2.4 Resources Supplied by City

The City will not be responsible for providing city resources, including but not limited to office space, clerical support, telephones, supplies, photocopying, or parking to Bidder or Contractor.

6.2.5 Federal Excise Taxes

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

6.2.6 Integrated Contract

The Contract shall set forth all of the rights and duties of the parties with respect to the subject matter thereof, and it replaces any and all previous contracts or understandings, whether written or oral, relating thereto.

6.3 Compliance with Laws

6.3.1 The Contractor shall carry out all applicable Federal, State and City laws and ordinances, including, but not limited to, building regulations and the nondiscrimination and Affirmative Action provisions of the laws of the United States of America, the State of California, and the City even though such requirements are not specifically mentioned in the Specifications.

6.3.2 The Contractor shall comply with all the applicable provisions of Section 1777.5 of the California Labor Code, which shall apply to those specifications to the same extent as if they were written herein.

6.3.3 When work required by this Specification is in conflict with any such law or ordinance, the Contractor shall notify the General Manager, or

designee, and shall not proceed with the work until the General Manager, or designee has ordered.

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

6.4 Property of City/Proprietary Material

All Responses submitted in response to this RFB shall become the property of the City of Los Angeles and subject to the State of California Public Records Act. See Section 4.10 for important information on confidential information.

6.5 Addenda

The City reserves the right to submit any addenda to this RFB that may impose additional requirements which must be completed for the Response to be considered responsive. Any change to or interpretation of the RFB will be posted on RAMP and any such changes or interpretations shall become a part of said RFB for incorporation into any Contract awarded pursuant thereto.

All Bidders must acknowledge any addenda issued as a result of any change in this RFB by initialing on the Addenda Acknowledgement section of the Bidder Overview in Exhibit 2. Failure to indicate receipt of such addenda may result in a Response being rejected as non-responsive.

6.6 Execution of Contract

A response to this RFB is an offer to contract with the City based upon the terms, conditions, service level, and specifications contained in the Responses submitted. A contract will be formed when the Department awards the contract to the selected Bidder.

Any contract made pursuant to this RFB must be accepted in writing by the Bidder. If for any reason the Bidder should fail to accept the contract in writing, any conduct by the Bidder which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by the Bidder of the contract and all of its terms and conditions.

6.7 Amendments, Modifications, and Change Orders

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of resultant Contract must be made by written change order approved by LADBS' Contract Administrator and the Contractor. If Contractor performs any modification without a written change order, the City shall neither pay for nor be obligated to accept said modification.

6.8 Prime Contractor

The Bidder awarded the Contract must be the prime Contractor performing all functions of the Contract.

6.9 Responsibility for Work

To ensure quality, continuity, security and affix responsibility, the services must be performed by the Contractor and at the Contractor's location inspected by LADBS as agreed upon in the Contract. The location of the work must be listed by the Bidder in their response to the RFB. The condition (e.g., accessibility, security, safety, and organization) of the work location shall be considered by the City when awarding the Contract. No work shall be performed by anyone other than the Contractor without prior approval from LADBS.

SECTION 7. CONTRACT PROVISIONS AND CERTIFICATIONS

The purpose of this section is to set forth certain contract provisions that shall be incorporated into the Contract awarded to the selected Bidder. These provisions shall not be subject to renegotiation in the event the City and the selected Bidder amend the Contract.

7.1 Standard Provisions for City Personal Services Contracts

The Standard Provisions for City Contracts (Rev. 1/25 [v.2]) which are attached hereto as Attachment 1 and shall become part of the awarded Contract.

7.2 Contract Documents and Order of Precedence

Any Contract awarded as a result of this RFB shall consist of the following documents and for the resolution of any conflicts in provisions in the documents; they are listed in the order of precedence:

1. Standard Provisions for City Contracts (Rev. 1/25 [v.2])
2. The Contract, including appendices, exhibits and attachments
3. The Request for Bid documents
4. The Response submitted by the Bidder receiving the Contract award

7.3 Indemnification Requirements for Contractors

Except for the gross negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor shall defend, indemnify and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Contractor, or their

boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

7.4 Care and Custody

The Contractor accepts full responsibility for the security against loss or damage to the materials involved in the processes related to the Contract while in their possession or the possession of any of their agents. Contractor shall reimburse the City for any loss or damage to City materials in their agent's care or custody.

7.5 City Business Tax Registration Certificate (BTRC)

The Contractor represents that it has obtained and presently holds the business tax registration certificate(s) required by the City's Business Tax Ordinance (see LAMC Article 1, Chapter 2, Section 21.00 et. seq.). Contractor shall maintain, or obtain, as necessary, all such certificates required of it under said ordinance and shall not allow any such certificate to be revoked or suspended. Contact the Office of Finance at telephone number (844) 663-4411 or by mail at 200 North Spring Street, Los Angeles, CA 90012, or at <http://finance.lacity.org/> for compliance details.

7.6 Inspections and Audits

The City, or any of its duly authorized representatives, upon reasonable written notices, shall have access, for the purpose of audit and investigation, to any and all books, documents, papers, and records of the selected Bidder which pertain to the Contract. Said books, documents, papers and records must be retained by the selected Bidder for three (3) years following final payment under the Contract.

7.7 Independent Contractor

The selected Contractor shall act as an independent Contractor and not as an agent or employee of the City. The selected Bidder shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, subcontractors, or agents to be an agent or employee of the City.

7.8 Prohibition Against Assignment or Delegation

The Contractor may not, unless it has first obtained the written permission of the City:

7.8.1 Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

7.8.2 Delegate, subcontract, or otherwise transfer any of its duties hereunder.

7.9 Subcontracting

- 7.9.1 All Subcontractors proposed to perform work on the project shall be licensed in accordance with the provisions of the Business and Professions Code of the State of California for the type of work to be performed.
- 7.9.2 All Subcontractors shall be recognized as such shall be considered agents of the Contractors, and the Contractor shall be held responsible for their work.
- 7.9.3 All Subcontractors or Contractors performing subcontractor type work shall perform such work at competitive prices. The Department may require that the Contractor submits proof that the subcontractor type work or Subcontractors performing work for the City is performed at competitive prices based on the lowest of at least three (3) competitive Responses.

7.10 Methods and Application

The method adopted by the Contractor shall be such as shall assure satisfactory work and shall enable the Contractor to complete the work by the time agreed. If at any time such methods appear inadequate, the General Manager may order the Contractor to improve their methods, or increase their efficiency. The Contractor shall conform to such order, but failure of the General Manager to order such improvement of methods, or increase of efficiency, shall not relieve the Contractor from the obligation to perform adequate work, or finish by the time agreed upon.

7.11 Notices

7.11.1 Contractor

Any notice required to be given to the Contractor may be given by delivering said notice, or a copy thereof, to the Contractor in person or by registered or certified mail to the last known business address of the Contractor. If the Contractor cannot be found with reasonable diligence, then posting a copy of the notice in a conspicuous place at the site of the Work shall be considered proper notice.

7.11.2 City

The following address shall serve as the place to which all notices and other correspondence to the City regarding the Contract shall be sent:

Los Angeles Department of Building and Safety
Attention: Contract Administrator
201 North Figueroa Street, Suite 760B
Los Angeles, CA 90012
LADBS.Contracts@lacity.org

All written notices required hereunder shall be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

7.12 Contract Changes, Additional Work, and Work Order Cancellations

- 7.12.1 Subject to all limitations of the Charter of the City of Los Angeles including those on competitive bidding, the General Manager at any time during the progress of the work may order alterations in, additions to, deviations or omissions from, the work contemplated by the Contract specifications or work order.
- 7.12.2 No extra work shall be performed beyond what is described in the work order and no change shall be made unless prior authorization (verbal or written) has been obtained from the General Manager, or designee, stating that the extra work or change is authorized. Extra work will be invoiced separately by the contractor and a supplemental work order will be executed by the Department. No claim for an addition to the Contract and work order sum shall be valid unless the extra work or change is so authorized.
- 7.12.3 Any change in the work shall conform to the original Contract specifications or work order insofar as they may apply without conflict to the conditions involved in the change.
- 7.12.4 Payment for additional work or extras, if any occur, shall become due and payable in accordance with the provisions for payment of the Contract price.
- 7.12.5 The cost of omission, if any, from the Contract shall be deducted from the amount of the Contract price.
- 7.12.6 If the Department cancels a work order after it has been executed and accepted, the Contractor may submit a claim to the City Clerk as per the provisions of LAMC Section 91.8903.5.2.

7.13 Work by City or Others

The City may perform with its own forces or award to other contractors, any extra work or any portion of the project not included in the original Contract.

7.14 Contract Default

The following are situations where the Contractor shall be considered in default of the Contract. There may be other situations not described herein which result in a determination by the General Manager that the Contractor is in default of the Contract.

7.14.1 Bankruptcy or Insolvency

The Contractor is adjudged bankrupt; or the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed on account of insolvency.

7.14.2 Failure to Begin or Complete Work with Time Limits

The Contractor fails to begin work within the time required, in such manner as to ensure full compliance with the Contract and work order within the time limit; or abandons the work to be done under Contract; or any time the General Manager, or designee, is of the opinion that the work is unnecessarily or unreasonably delayed.

7.14.3 Violating Terms of Contract

Contractor willfully violates any of the terms of the Contract; or does not execute the Contract and work orders in good faith; or does not follow the instructions of the General Manager as to additional force necessary in the opinion of the General Manager for its completion within the required time; or any time the Contractor does not properly carry out the provisions of the Contract in its true intent and meaning.

7.15 Nondiscrimination, Equal Employment Practices and Affirmative Action Program

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

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

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

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

Bidders seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action

Program may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

7.16 Living Wage Ordinance and Worker Retention Ordinance Requirements

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO). Bidders/Bidders shall refer to Attachment 6 for further information regarding the requirements of the Ordinances.

Bidders/Bidders 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 Bid. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (Form OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the Bureau of Contract Administration's website at <https://bca.lacity.org>.

7.17 Contractor Evaluation Program

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

7.18 Fair Chance Initiative for Hiring Ordinance

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

Bidders seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

7.19 Local Business Preference Program (LBPP)

The City's Local Business Preference Program aims to boost local business participation in City contracting and increase employment opportunities for transitional workers. Los Angeles County businesses could be eligible for a contracting preference for local and local small businesses as well as business entities working with the hardest-to-employ populations. Please refer to Attachment 17 for details.

7.20 Compliance with Executive Directive 35

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

7.21 Construction of Provisions and Titles Herein

All titles or subtitles appearing in the Contract have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions thereof. The language of the Contract shall be construed according to its fair meaning and not strictly for or against the City or the selected bidder. The singular shall include the plural; if there shall be more than one selected bidder herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the masculine, feminine or neutral genders shall be deemed to include the genders not used.

7.22 Liquidated Damages

All time limits stated in the Contract documents are of the essence. Should the Contractor fail to complete the Work required on or before the completion time as set forth under these specifications, it is mutually understood and agreed by the General Manager and the Contractor that by reason thereof the City and the public will necessarily suffer great damages; that such damages will be extremely difficult and impractical to fix; that the City and the Contractor have endeavored to fix the amount of damages in advance.

The sum of fifty dollars (\$50.00) per day for damages for each and every day's delay in the completion of the Work required by the Contractor at each site is the

nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach, and that, therefore, the City and the Contractor hereby fix said sum of fifty dollars (\$50.00) per day for each and every such day's delay as liquidated damages and not as a penalty or forfeiture for the breach of the agreement to complete the Work required to be done by the Contractor at each site on or before the said time of completion. Completion shall include the final inspection and approval of the Work by the Department.

Should the Contractor be obstructed or delayed in the Work required to be done hereunder by changes in the Work, or by any default or omission of the City or by any other contractor employed by the City of the Work, or by riots, strikes, lockouts, fire, earthquake, flood, stress of weather and conditions resulting therefrom or by the inability to obtain materials, equipment or labor due to Federal government restrictions arising out of the defense of war programs, then the time of completion shall be extended for such periods as may be agreed upon between the General Manager and the Contractor. Should there be insufficient time to grant such extension prior to the completion date of the Contract, the General Manager may, at the time of acceptance of the Work, waive liquidated damages which may have accrued for failure to complete on time, due to extenuating circumstances, after receiving evidence as to reason for such delay and making a finding as to the cause of same.

Should the Contractor not complete the Work required to be done at each site on or before the said time of completion and refuse to respond to requests by the Department to complete said Work and if the accumulated liquidated damages have exceeded the Contract amount agreed upon, then the Department shall consider this breach to be a forfeiture and no fees shall be paid to said Contractor for Work completed and the remainder of the Work required to be done shall be sent out to competitive bid and completed under a separate contract.

SECTION 8. CITY ADMINISTRATIVE REQUIREMENTS

The following section contains additional contract provisions that shall be incorporated into the Contract awarded to the selected Bidder, and shall not be subject to renegotiation in the event the City and the selected Bidder amend the Contract. In addition, these provisions require action by the Bidder.

8.1 Equal Benefits Ordinance

Bidders are advised that any contract awarded pursuant to this RFB shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). Bidders shall refer to Attachment 4 for further information regarding the requirements of the Ordinance.

All Bidders shall complete and submit the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit, available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org, prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP. Bidders do not need to submit supporting documentation with their bids or Responses. However, the City may request supporting documentation to verify that the benefits are

provided equally as specified on the EBO/FSHO Affidavit.

Bidders seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

8.2 First Source Hiring Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders shall refer to Attachment 16 for further information regarding the requirements of the Ordinance.

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

Bidders seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

8.3 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 RFB will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code. Bidders shall refer to Attachment 8 and Attachment 9 for further information regarding the requirements of these Ordinances.

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

Bidders/Bidders are responsible for creating a RAMP profile and completing and submitting the Disclosure Ordinances Compliance Affidavit. The affidavit can be found by navigating to the "My Business Profile" page and clicking on the "Compliance Documents" link. The affidavit should be completed and submitted by the time of RFB submission.

The affidavit will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Bidder/Bidder selected for contract award. Bidders/Bidders seeking additional information regarding the requirements of the SDO and DBWCO may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

8.4 Contractor Responsibility Ordinance

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). Bidders shall refer to Attachment 5, "Contractor Responsibility Ordinance," for further information regarding the requirements of the Ordinance.

All Bidders shall complete and return, with their Response, the CRO Questionnaire included in Attachment 5. Failure to return the completed CRO Questionnaire may result in a Bidder being deemed non-responsive.

8.5 Certification of Compliance with Child Support Obligations

Bidders are subject to and shall comply with the Child Support Compliance Act as prescribed in PSC-27 of the Standard Provisions for City Contractors (Rev. 1/25 [v.2]). Bidders must submit Attachment 12 with their Response submittal.

8.6 Certification Regarding Compliance with the Americans with Disabilities Act

Bidders are subject to and shall comply with the Americans with Disabilities Act as prescribed in PSC-30 of the Standard Provisions for City Contractors (Rev. 1/25 [v.2]). Bidders must submit Attachment 13 with their Response submittal.

8.7 Municipal Lobbying Ordinance (MLO)

This recently adopted Ordinance serves to identify person(s) engaged in compensated lobbying activities aimed at influencing decisions of City government. Bidders must submit Attachment 14 with their Response submittal. The complete Municipal Code wording, definitions, and reporting requirements can be viewed at <https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf>.

8.8 Business Inclusion Program (BIP) Requirements (Not Applicable)

(THIS SECTION INTENTIONALLY LEFT BLANK)

8.9 California Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting Bids for, entering into, or renewing contractors with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit" (Attachment 18).

8.10 City of Los Angeles Contract History (Not Applicable)

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8.11 Los Angeles Residence Information

The policy of the City of Los Angeles is to encourage businesses to locate or remain in the City. Therefore, the City Council requires all City departments to

gather information on the headquarters' address and other information on the employees of firms contracting with the City (Council File No. 92-0021). Please see Attachment 11 for information to be included with each Response.

8.12 Bidder Signature Declaration

Each Response must be signed on behalf of the company making the Response by an official(s) authorized to bind the company to the Response in accordance with Section 4.1.5 of this RFB. Refer to Exhibit 2.

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

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

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