

INTRADEPARTMENTAL CORRESPONDENCE

November 7, 2023

12.1.1

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: APPROVAL OF REQUEST FOR PROPOSALS FOR LEAD MAINTENANCE AND LEAD MINING SERVICES OF TWO FIREARM RANGE SITES FOR THE LOS ANGELES POLICE DEPARTMENT

RECOMMENDED ACTION

1. That the Board of Police Commissioners (BOPC) review and approve of the attached Request for Proposals (RFP) regarding Lead Maintenance and Lead Mining Services for the Los Angeles Police Department's Training Division.

DISCUSSION

The Los Angeles Police Department ("LAPD") is seeking proposals from qualified contractors for Lead Maintenance and Lead Mining Services for the Training Division. This RFP is needed to maintain safe, clean, and efficient training facilities due to the immense scope of academy and in-service training conducted by the LAPD. Perhaps the most significant training facility issue facing the LAPD is the management and lead remediation of its shooting ranges. Local, state, and federal laws dictate that LAPD ranges be maintained as free as practicable of lead wherever personnel participate in mandatory training.

The LAPD is not equipped or trained to conduct professional grade lead abatement/mining on its shooting range facilities and, therefore, requires the services of a qualified lead abatement/mining contractor.

The Contractor selected as a result of this RFP process will be responsible for all lead abatement and lead maintenance for all areas and surfaces as the two ranges listed in the RFP and also will be responsible to conduct pre-recycling tests of lead range waste and provide proper treatment. If you have any questions regarding this matter, please contact Captain Christopher Zine, Commanding Officer, Training Division, at (424) 393-4600.

Respectfully,



MICHELLE R. MOORE
Chief of Police

Attachment

REQUEST FOR PROPOSALS

LEAD MAINTENANCE AND LEAD MINING SERVICES FOR TWO FIREARM RANGE SITES FOR THE LOS ANGELES POLICE DEPARTMENT

RFP No. 23-630-004



ISSUED BY

CITY OF LOS ANGELES
LOS ANGELES POLICE DEPARTMENT
TRAINING DIVISION

TBD

**REQUEST FOR PROPOSALS NO. 23-630-004
LEAD MAINTENANCE AND LEAD MINING SERVICES
FOR TWO FIREARM RANGE SITES
FOR THE
LOS ANGELES POLICE DEPARTMENT**

DATE ISSUED: **TBD**

TITLE: **LEAD MAINTENANCE AND LEAD MINING SERVICES
FOR TWO FIREARM RANGE SITES**

DESCRIPTION: The Los Angeles Police Department (LAPD) is seeking through this Request for Proposals (RFP) a qualified contractor to provide lead maintenance and lead mining of two (2) firearm range sites.

SUBMISSION DEADLINE: **TBD**
3:00 p.m. (Pacific Time)

PROPOSAL DELIVERY ADDRESS: Via email to the LAPD Training Division at 32141@lapd.online with copies to the LAPD Contracts Section at LAPDContracts@lapd.online

TECHNICAL ASSISTANCE: All questions related to this Request for Proposals shall be submitted in writing via e-mail to the LAPD Training Division at 32141@lapd.online with copies to the LAPD Contracts Section at LAPDContracts@lapd.online, no later than 3:00 p.m. (Pacific Time), TBD

PROPOSERS' CONFERENCE: A **mandatory** Pre-Proposal Conference will be held at **TBD** (Pacific Time) on **TBD** via Microsoft Teams or Zoom. Proposers wishing to attend the Pre-Proposal Conference shall notify the LAPD Training Division at 32141@lapd.online with copies to the LAPD Contracts Section at LAPDContracts@lapd.online, no later than 3:00 p.m. (Pacific Time) on **TBD**. Proposers wishing to submit questions in advance of the

Pre-Proposal Conference shall do so via e-mail to the LAPD Training Division at 32141@lapdonline with copies to the LAPD Contracts Section at LAPDContracts@lapd.online, no later than 3:00 p.m. (Pacific Time) on **TBD**.

MANDATORY SITE VISITS:

Site visits will occur during one single day. The site visits will take place the week after the Pre-Proposal Conference on **TBD**.

Maps/Directions/Schedule will be emailed to each vendor that attends the mandatory Pre-Proposal Conference.

No proposal will be accepted from a Proposer that does not attend the Pre-Proposal Conference and site visits.

RFP/CONTRACT ADMINISTRATOR: Sergeant Clifton Yamamoto
Firearms Training Unit
Training Division
Email: 32141@lapd.online

TABLE OF CONTENTS

1.0	INTRODUCTION.....	1
1.1	Background	1
1.2	Request for Proposals (RFP) Schedule.....	3
1.3	Mandatory Pre-Proposal Conference	2
2.0	SCOPE OF SERVICES.....	4
2.1	Services Solicited	5
2.2	Davis Training Facility Range.....	7
2.3	Elysian Park Firearm Range.....	10
3.0	PROPOSAL EVALUATION AND EVALUATION CRITERIA.....	13
3.1	General Information.....	13
3.2	Evaluation Criteria	14
3.3	Capacity to Perform.....	15
3.4	Interview Panel and Solution Demonstration.....	17
4.0	CONTENT OF RESPONSE	17
4.1	Cover Letter.....	17
4.2	Qualifications of the Proposer(s)	18
4.3	Disclosure.....	20
4.4	Cost Breakdown	20
4.5	City Contracts Held Within the Last Ten Years	21
4.6	Corporation or Other Entity.....	21
4.7	Confidential Information	22
4.8	Use of Subcontractors/Organizational Relationships	24
5.0	MANDATORY CITY CONTRACTING REQUIREMENTS	24
5.1	Business Inclusion Program (BIP) Outreach	24
5.2	Local Business Preference Program	25
5.3	Information on Business Locations and Workforce	25
5.4	Statement of Non-Collusion.....	26
5.5	Non-discrimination, Equal Employment Practices, and Affirmative Action Policies	27
5.6	Child Support Assignment Orders	27
5.7	Service Contract Worker Retention and Living Wage Ordinances	28
5.8	Equal Benefits and First Source Hiring Ordinances	28
5.9	Contractor Responsibility Ordinance	29
5.10	Slavery Disclosure and Border Wall Disclosure Ordinances	30
5.11	Proposer Certification - CEC Form 50.....	30
5.12	Proposer Contributions - CEC Form 55.....	31
5.13	Iran Contracting Act of 2010.....	31
5.14	Government and Business Taxation Forms	31
5.15	Insurance.....	32
5.16	Record Retention Practices.....	32
5.17	Recycled Paper.....	32
5.18	Additional Data	32
5.19	Fair Chance Initiative for Hiring Ordinance.....	33

5.20	Executive Directive 35 Compliance	33
5.21	Zero Waste Ordinance	33
6.0	CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE.....	34
6.1	Confidentiality and Restrictions on Disclosure.....	34
6.2	Document Control Procedure	35
7.0	STANDARD PROVISIONS.....	35
8.0	ADMINISTRATIVE GUIDELINES FOR SUBMITTAL.....	36
8.1	Acceptance of Terms and Conditions.....	36
8.2	Proposals Must be in Writing and in English	36
8.3	Submission Deadline.....	36
8.4	Responsibility for Timely Submittal of Proposal.....	37
8.5	Protest Process	38
8.6	Proposal Errors	38
9.0	PROHIBITION OF COMMUNICATION DURING RFP EVALUATION PERIOD..	38
10.0	CONFLICTS OF INTEREST	39
11.0	GENERAL CITY RESERVATIONS.....	39
12.0	ATTORNEYS' FEES.....	41
13.0	AWARD OF CONTRACT	42
14.0	PROPOSER CHECKLIST	42
14.1	General Information.....	42
14.2	Required Content of Proposal	42
14.3	Required Related Documents	42
14.4	Required Related Documents to be Submitted Online (RAMPLA).....	43

APPENDICES

Appendix A	Business Inclusion Program (BIP) Requirements
Appendix B	Information on Business Location and Workforce
Appendix C	Statement of Non-Collusion
Appendix D	Child Support Obligations
Appendix E	Service Contractor Worker Retention and Living Wage Ordinances
Appendix F	Contractor Responsibility Ordinance (CRO)
Appendix G	CEC Form 50
Appendix H	CEC Form 55
Appendix I	Iran Contracting Act of 2010 Compliance Affidavit
Appendix J	Standard Provisions for City Contracts (Rev. 9/22) [v.1]

**REQUEST FOR PROPOSALS NO. 23-630-004
LEAD MAINTENANCE AND LEAD MINING SERVICES
FOR TWO FIREARM RANGE SITES
FOR THE
LOS ANGELES POLICE DEPARTMENT**

1.0 INTRODUCTION

The mission of the Los Angeles Police Department (“LAPD” or “Department”) is to work wherever people live, work, or visit in partnership with the diverse residential and business communities of the City of Los Angeles (the “City), to enhance public safety, and to reduce the fear and incidence of crime. The LAPD acts as a leader to protect and serve the community. To accomplish these goals, the LAPD is committed to serving the community with honor and integrity.

There are more than nine thousand sworn officers, whose task is to police a large metropolitan/urban environment. All LAPD officers are required to undergo arduous academy training for approximately six (6) months and they are obligated to successfully complete in-service training throughout their careers. A large portion of an officer’s training is dedicated to firearms, tactics and emergency vehicle operation. This training is almost exclusively conducted at facilities managed by the Training Division of the LAPD.

Due to the immense scope of academy and in-service training conducted by the LAPD, it is mandatory that safe, clean and efficient training facilities be maintained at all times. Perhaps the most significant training facility issue facing the LAPD is the management and lead remediation of its shooting ranges. Local, state, and federal laws dictate that LAPD ranges be maintained as free of lead as practicable wherever personnel participate in mandatory training.

The LAPD is not equipped or trained to conduct professional grade lead abatement/mining on its shooting range facilities and, therefore, requires the services of a qualified lead abatement/mining contractor.

1.1 Background

The LAPD is seeking through this Request for Proposals (RFP) a qualified contractor to provide lead maintenance and lead mining of two firearm range sites. The locations are as follows:

Davis Training Facility (DTF)
12001 Blucher Avenue
Granada Hills, California 91344

Elysian Park Academy (EP)
1880 North Academy Drive
Los Angeles, California 90012

The specific cleaning and maintenance protocols for all locations are included in this RFP. This RFP also contains background information and performance requirements that the successful Proposer must meet, and general contracting requirements mandated by the City and provides critical data needed to prepare a responsive proposal.

Proposers must submit all of the following with their proposals:

1. Lead training records for all workers and or supervisors.
2. Current respiratory training and fit testing records for all employees participating at the proposed job sites.
3. Documentation explaining Proposer's respiratory protection program.
4. Biological monitoring results within the last six months for all employees participating at the proposed job sites.
5. Current permit and/or registration with the South Coast Air Quality Management District for all High-Efficiency Particulate Air (HEPA) vacuums to be used on the job.
6. Documentation regarding Proposer's lead compliance plan, including a detailed description of how the job will be performed, engineering controls, personal protective equipment, and work practices to be utilized.
7. Lead coverage insurance certification for the term of the contract discussed herein.
8. Current State Department of Health certification for all lead abatement workers and at least one supervisor.

Respondents to this Request for Proposals ("Proposers") should demonstrate a history of successful service to other clients, preferably with experience in providing this service to other government entities. The City's intent is to enter into a contract with a Proposer for a term of three years.

This RFP specifies the need for each Proposer to provide background information such as experience and qualifications. Proposers must submit written proposals in accordance with the requirements set forth in this document. Otherwise, a proposal may be judged non-responsive and removed from further consideration.

~~The primary location of the Los Angeles Police Department (LAPD) is at 100 W. 1st Street, Los Angeles, CA, 90012. However, the LAPD has bureaus throughout the City. Services may be required in any or all of these locations.~~

Proposers must register on the City of Los Angeles Regional Alliance Marketplace for Procurement (“RAMP”) at www.rampLA.org in order to complete the proposal process and receive changes to the RFP.

Most forms referred to in this RFP are available at www.rampLA.org. Please go to www.rampLA.org to register and to complete the necessary forms for replying to this RFP.

Questions regarding this RFP shall be submitted by e-mail only and directed to LAPD Training Division at 32141@lapd.online with copies to the LAPD Contracts Section at LAPDContracts@lapd.online no later than 3:00 p.m. on **TBD**.

Proposers must register on the City of Los Angeles Regional Alliance Marketplace for Procurement (“RAMP”) at www.rampLA.org in order to complete the proposal process and receive changes to the RFP.

The general practice of the LAPD is to receive oral presentations and product demonstrations virtually, if necessary, and execute documents electronically.

1.2 Request for Proposals (RFP) Schedule

This schedule indicates estimated dates for the RFP and contracting process. The City reserves the right to adjust this schedule as necessary.

Date	Event (Pacific Time)
TBD	Release RFP to potential Proposers
TBD	3:00 p.m.: Deadline for receiving written questions for Mandatory Pre-Proposal Conference
TBD	3:00 p.m.: Deadline to notify LAPD by email, intent to attend Mandatory Pre-Proposal Conference
TBD	10:00 a.m.: <u>Mandatory</u> Pre-Proposal Conference (by Reservation Only)
TBD	3:00 p.m. Last day to submit questions before RFP responses due
TBD	11:59 p.m. BIP OUTREACH DUE
TBD	3:00 P.M. RFP RESPONSES DUE

1.3 Mandatory Pre-Proposal Conference

A **mandatory** Pre-Proposal Conference will be held to receive and answer questions from Proposers regarding this RFP. The conference has been scheduled for:

10:00 a.m. (PACIFIC TIME), TBD
LAPD – Training Division
Via Microsoft Teams or Zoom

Please 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 after indicating their intent to attend by sending an email to LAPD Training Division at 32141@lapd.online with copies to the LAPD Contracts Section at LAPDContracts@lapd.online no later than 3:00 P.M. (Pacific Time) on **TBD**. If proposer attendance cannot be confirmed by the City, any proposal submitted by the proposer will be deemed non-responsive.

Attendees of the web conference must stay for the entire duration of the meeting and are responsible for all information that is presented. The RFP 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. Pre-proposal conference attendees **MUST HAVE A COPY OF THE RFP AVAILABLE. NO COPIES WILL BE EMAILED OR SHARED DURING THE PRE-PROPOSAL CONFERENCE.**

1.3.1 Purpose of Pre-Proposal Conference

The purpose of the conference is to clarify the contents of this RFP, discuss the LAPD's requirements, and answer Proposer questions.

1.3.2 How to Prepare Questions

To maximize the effectiveness of the conference, the LAPD requires that Proposers provide questions in writing by 3:00 p.m. (Pacific Time) on TBD to: LAPD Training Division at 32141@lapd.online with copies to the LAPD Contracts Section at LAPDContracts@lapd.online. All communications must be sent via email with the title of this RFP in the subject line.

The LAPD will make every effort to prepare responses to proposers' questions in advance of the conference. **Please identify the RFP title on the subject line of your message. Additional questions may be accepted at the conference and after the conference until 3:00 p.m. (Pacific Time) on TBD.** However, responses may be deferred and posted online as addenda to the RFP at a later date. To ensure the fair and consistent distribution of information, questions will be answered and distributed at the Pre-Proposal Conference and shared via RAMPLA.

2.0 SCOPE OF SERVICES

This RFP seeks a vendor willing and able to provide the following services:

2.1 Services Solicited

- 2.1.1** The selected Proposer (the "Contractor") will be responsible for all lead abatement and lead maintenance for all areas and surfaces at the two (2) ranges listed in the RFP. The Contractor will also be responsible for providing distinct uniforms and company-issued photo identification badges for any and all staff providing services on City property. The Contractor is responsible for all costs associated with uniforms and identification badges.
- 2.1.2** During the term of the contract, the Contractor may be required to perform some degree of renovation to any or all of the ranges mentioned in this RFP, including, but not limited to, cleaning, reconstruction of range, and replacement of range materials, in the third year of the proposed contract.
- 2.1.3** A complete cost breakdown of such renovation for each firearm range site shall be provided to the City Contract Administrator for review and approval prior to services being performed and invoiced.
- 2.1.4** Proposers must be familiar with all statutory requirements established by local, state, and federal regulatory agencies pertaining to the safe and lawful remediation of lead waste generated by shooting ranges.
- 2.1.5** The Contractor must conduct bi-annual wet wipe samplings of each range at all two (2) range facilities along with annual air quality samplings. The Contractor is responsible for all costs associated with these tests.

- 2.1.6** The Contractor will be required to provide all equipment, hourly personnel usage, supplies, and services described below, as well as submit a detailed cost breakdown for such equipment, personnel usage, supplies, and services when monthly invoices are submitted to the City. The majority of functions and performance standards identified in the Scope of Services reflect current lead maintenance and lead mining operations and also provide operational options available to the Contractor.
- 2.1.7** Proposers are not precluded by this RFP from developing new strategies to enhance any portion of the City's existing lead maintenance and lead mining operations. It is the obligation of the Proposer to thoroughly explain how its strategies, solutions, and experience meet the needs of the City, or offer an acceptable and lawful alternative to the services described herein.
- 2.1.8** A proposal must contain the Proposer's plan to provide state-of-the-art technology and equipment as it becomes available, including industry enhancements or upgrades. As an example, local, state and federal law may require the use of a Transportable Treatment Unit (TTU) prior to shipping lead waste from ranges for recycling. The Contractor will be responsible to conduct pre-recycling tests of lead range waste and provide proper treatment via one of three methods. These methods are:

Method 1 – Manage all of the lead waste as hazardous waste. All waste shall be collected and stored on-site as hazardous waste in appropriate closed containers in accordance with applicable regulations. This waste shall be transported off-site by a licensed hauler to a State permitted hazardous waste recycler under a uniform hazardous waste manifest.

Method 2 – Treat lead waste on-site by separating the bullet fragments and emptying brass cases from the fine lead powder. On-site treatment shall be conducted in a Fixed Treatment Unit (FTU) permanently located at the facility and requires a Tiered Permit from the Los Angeles Fire Department. The separated fine lead powder shall be managed as hazardous waste, and the bullet fragments and empty brass cases shall be handled as scrap metal.

Method 3 – Hire a hazardous waste contractor to treat the lead waste on-site. On-site treatment shall be conducted in a TTU, which a contractor shall bring to the site, and shall require authorization from the State Department of Toxic Substances Control (DTSC). The separated fine lead powder shall be managed

as hazardous waste, and the bullet fragments and empty brass cases shall be handled as scrap metal.

2.1.9 The Contractor will be required to provide comprehensive documentation of all services performed. On transfer of waste materials from the LAPD to the Contractor, a copy of the Bill of Lading shall be given to the LAPD. A Certificate of Recycling will be required each time the Contractor collects waste material for recycling. A Certificate shall include at least the following information:

1. Name of the parties (LAPD and Contractor)
2. Date and location of containerization and transport.
3. Description of waste material.
4. Amount of waste material.
5. A statement affirming Contractor ownership of the waste material at the point of containerization and transport.
6. Description of the recycling process
7. Description of the final recycled product (if known)

2.1.10 Funds generated from recycling the lead and scrap metal shall be used to offset the cost of the contract and all manifests received from the recycler shall accompany the related invoice(s).

2.1.11 The proper recovery, recycling and disposal of lead waste and “fines” (particulates) from contracted ranges is the sole responsibility of the Contractor.

2.2 Davis Training Facility Range

The DTF is located at 12001 Blucher Avenue, Granada Hills, California 91325.

Range maintenance will consist of maintenance and lead mining of three (3) ranges located on the DTF grounds:

- Range A – (Firearms)
- Range B – (Firearms)
- Range C – (Tactics)

All three (3) ranges have the same metal target trap configurations that serve the purpose of directing discharged projectiles into hard plastic buckets located at the rear of each range. The discharged projectiles ricochet between two (2) metal plates, causing them to decelerate and fall into the buckets at a reduced velocity. The plastic buckets are located in a locked room located at the rear of each range. Bullets are captured,

essentially intact, preventing re-entry onto the forward portion of each range.

All three (3) ranges are equipped with industrial fans designed to collect airborne ammunition discharge particulates on the range. The particulates are directed through a series of ducts that pass over the ranges and into a Dust Collection Unit (DCU) system. The DCU has thirty-six (36) filters, which are designed to clean air passing through the system and is controlled by an automated monitoring system. The monitoring system is equipped with indicator lights that alert maintenance personnel of the need to replace filtration devices in the DCU.

After passing through the DCU, ammunition discharge particulates fall into metal drums located outside the north wall of Range C.

2.2.1 Contractor Requirements for Davis Training Facility Firearm Range Maintenance

The Proposer shall describe in a detailed cost breakdown, as noted in Section 4.4, all expense and equipment items, and hourly personnel labor cost estimates.

The Contractor will be required to provide lead abatement and lead maintenance for all areas and surfaces at the Davis Training Facility Firearm Range, including, but not limited to, the following services:

- 2.2.2.1** Bi-monthly maintenance of the DCU filters, ducts and particulate drop barrels. The barrels shall be replaced by the Contractor, as needed. All waste contained in the barrels shall be disposed of in a legal and safe manner by the Contractor.
- 2.2.2.2** Filter replacement and duct cleaning as needed or a minimum of every three (3) months. Replacement filters shall be provided at the Contractor's expense.
- 2.2.2.3** Weekly inspection and maintenance of lead mining buckets located at the rear of each range (also called the "bullet trap area"). This area is directly behind the target turning areas.
- 2.2.2.4** Lead removal from the bullet trap area. The Contractor will have the option of choosing between the following two (2) methods to remove lead from the bullet trap area:

Lead Removal Option One:

The lead mining buckets shall be sealed prior to removal and replacement every other month. This procedure shall be strictly followed to prevent spillage or discharge of any lead. The Contractor will be responsible for clean-up of any spillage or discharge of lead material in the area housing lead-mining buckets and the surrounding area.

Lead Removal Option Two:

Ensure proper maintenance of two (2) sets of lead mining buckets. The Contractor shall provide a second set of containers which shall be rotated and replaced each time the lead is removed. The DTF currently has containers attached to the rear of each lane of targets. The buckets shall be sealed and wet wiped prior to transport outside to a designated transfer area. The transfer of the lead contents from the plastic buckets into a larger container shall only take place out of doors, and in a Negative Pressure Enclosure (NPE). The NPE shall be inspected and approved by the City's Safety Engineer prior to its initial use.

- 2.2.2.5** Cleaning of all floors and the area housing lead-mining buckets. Vacuums with HEPA filters or wet methods shall be used to clean/collect all dust or debris containing lead. If wet methods are used, proper and lawful disposal methods shall be used.
- 2.2.2.6** Disposal of any and all lead removed from DTF in a legal and safe manner. When monthly invoices are submitted to the City, the Contractor shall be required to provide, and describe in a detailed cost breakdown, all supplies, equipment, and hourly personnel records rendered.
- 2.2.2.7** Lawful disposal of any and all lead contamination bags containing lead housekeeping and worker protection material deposited by DTF Maintenance Laborers, and located by the DCU outside Range-C. The bags shall be color coded by the Contractor for easy identification by maintenance personnel to preclude improper disposal.
- 2.2.2.8** Documentation of employee exposure assessment for lead as required by Cal-OSHA during all operations performed at the ranges.

- 2.2.2.9** Compliance with inspections and recommendations submitted by the City Safety Engineer or the Occupational Safety Unit (OSU) of the LAPD's Training Division.
- 2.2.2.10** All work, lead mining, removal, repair and or replacement shall be done in accordance with federal, state and local regulations. The Contractor shall provide the City Contract Administrator with waste characterization/profile records of all waste streams.
- 2.2.2.11** The Contractor shall be responsible for the cost of any and all citations resulting from contract work violations, and all subsequent mitigation of all such violations.
- 2.2.2.12** Bi-Monthly HEPA vacuuming of the target turning area and shooting lane area of each range. Those vacuum systems shall be equipped with HEPA filters.
- 2.2.2.13** Monthly wash down of each range utilizing a pressure washer.
- 2.2.2.14** All surfaces shall be maintained as free as practicable from accumulations of lead as verified by bi-annual wipe samplings and visual inspections conducted by the City Safety Engineer. Surfaces inspected and sampled shall be maintained below the level of 800 micrograms of lead per square foot.
- 2.2.2.15** Lead waste/recycling from all ranges shall be deposited in clearly marked and covered containers provided by the Contractor.

2.3 Elysian Park Firearm Range

The Elysian Park Firearm Range at Elysian Park (EP) Academy is located at 1880 North Academy Drive, Los Angeles, California 90012.

Range maintenance shall consist of the maintenance and lead mining/recycling of four ranges located on the Academy grounds:

- Target Range, or 25-yard line (also known as Bonus Range)
- Shotgun Range
- Combat Range
- Tactics Range – Practical Combat Range (PCR)

The Target Range, Combat Range and the PCR consist of numerous Rubber Column Traps (RCT). The RCTs are similar in look and function to a traditional sand berm trap, with the difference being the column angle, and use of granulated rubber instead of sand to stop and collect bullets. It consists of a series of hanging, overlapped vertical rubber curtains, or skin. The overlapping pattern is intended to dissipate the energy from incoming bullets. Bullets are captured essentially intact, minimizing spauling (dissipation), ricocheting, and the production of lead "fines" (particulates). Shooting eventually causes the rubber curtains to shred, spilling rubber granules which must be collected and placed back in the trap. Traps that employ a rubber skin over the granules require maintenance, as the skin eventually requires patching.

The Shotgun Range consists of hardened steel panels and a water reservoir or trap with a recirculating and self-contained water filtration system. As shotguns are discharged, the pellets are deflected downward by the steel panels and guided into the water reservoir. Shotgun pellet velocity dissipates as the pellets drop into the water trap, which acts as a bullet storage container. The trap water is not designed to exit into drainage or sewer systems and must be maintained at a level to ensure this does not take place. Rather than diatomaceous earth, sand is used to filter the trap water.

2.3.1 Contractor Requirements for Elysian Park Firearm Range Maintenance

The Proposer shall describe in a detailed cost breakdown, as noted in Section 4.4, all expense and equipment items, and hourly personnel labor cost estimates.

The Contractor shall provide lead abatement and lead maintenance for all areas and surfaces at the EP, including but not limited to, the following services:

2.3.1.1 Weekly, cleaning and removal of debris inside all rain drain gates.

2.3.1.2 Weekly, rake and level front of granulated rubber. Ensure granulated rubber is at a depth of two (2) feet and at an angle per manufacturer's specifications. Place excess granulated rubber recovered from the range back into the hopper.

2.3.1.3 Weekly, test and lawful removal of all paper, granulated dust, lead "fines," and other debris from target trap areas.

- 2.3.1.4** Weekly, cleaning and removal of debris from all range surfaces. Clean and remove debris from target repair in Bonus and Shotgun Range. Remove surface debris from front of granulated rubber.
- 2.3.1.5** Maintain level of granulated rubber in the hopper as needed (granulated rubber supplied by the City).
- 2.3.1.6** Quarterly, mining of lead of the target range, shotgun range and combat range.
- 2.3.1.7** Inspect hopper for damage or missing parts and break up concentrations of lead in the granulated rubber on a weekly basis.
- 2.3.1.8** Bi-annual lead mining of the tactics range.
- 2.3.1.9** Inspect and replace non-serviceable Sacon block barrier for granulated rubber.
- 2.3.1.10** Lead waste/recycling from all ranges shall be deposited in a clearly marked and covered containers provided by the Contractor.
- 2.3.1.11** Quarterly, clean and inspect behind accessible trap system. Inspect and replace non-serviceable Sacon block barrier for granulated rubber.
- 2.3.1.12** Quarterly, remove and replace granulated rubber after lead mining. Ensure granulated rubber is at a 2-foot depth and angle per manufacturer's specifications.
- 2.3.1.13** After each mining event, replace 10% of total trap granulated rubber.
- 2.3.1.14** Lawful disposal or recycling of all bullet jackets (fragmented or whole), or lead "fines" from the trap.
- 2.3.1.15** Placement of lead waste in clearly marked containers that are provided by and lawfully disposed of by the Contractor.
- 2.3.1.16** Documentation of all employee exposure assessments for lead as required by regulatory agencies during all operations performed on EP ranges.

- 2.3.1.17** Waste characterization/profile records of all waste streams including, but not limited to, filter sand and shotgun water filtration system.
- 2.3.1.18** Compliance with inspections and recommendations of the City Industrial Hygienist and the OSU of the LAPD's Training Division.
- 2.3.1.19** All work, lead mining, removal, disposal, repair and/or replacement shall be done in accordance with federal, state and local regulations. The Contractor shall provide City Contract Administration with waste characterization/profile records of all waste streams.
- 2.3.1.20** The Contractor shall be responsible for the cost of any and all citations resulting from contract work violations and subsequent mitigation of all such violations.
- 2.3.1.21** Where vacuuming methods are selected, those vacuum systems shall be equipped with HEPA filters.
- 2.3.1.22** All surfaces shall be maintained as free as practicable from accumulations of lead as verified by bi-annual wipe samplings and visual inspections conducted by the City Safety Engineer. Surfaces inspected and sampled shall be maintained below the level of 800 micrograms of lead per square foot.
- 2.3.1.23** All work, lead mining, disposal, recycling, repair and/or replacement shall be done in accordance with all local, state and federal regulations.
- 2.3.1.24** Total removal of hazardous waste, including, but not limited to all paper, granulated dust, lead "fines" and other debris upon verbal request.

3.0 PROPOSAL EVALUATION AND EVALUATION CRITERIA

3.1 General Information

After receipt of proposal, but prior to award of any contract, the City, at its sole discretion, may require any or all Proposers to submit additional information and/or to meet in person with City personnel.

Failure of a Proposer to specifically respond to each RFP item, or any other information requested by the City, may be grounds for rejecting that proposal. The City, at its option, may reject any and all proposals submitted in response to this RFP, or waive any informality in a proposal when to do so would be to the advantage of the City or its taxpayers.

The City will ONLY consider proposals from firms that have successfully provided the services sought in this RFP, for large enterprises or governmental entities. The successful proposal will not necessarily be that which sets forth the lowest price. The proposal must contain sufficient information that will establish the viability of the Proposer’s services. The City must be assured that, when completed, the services will meet or exceed the requirements identified in this RFP.

The appropriate City staff will review all submitted proposals.

3.2 Evaluation Criteria

The retention by the LAPD of any entity submitting a proposal shall be based upon the following the criteria:

<u>RFP EVALUATION CRITERIA</u>	<u>MAXIMUM POINTS</u>
<p>Technical Requirement and Competence</p> <p>Evaluation of valid state and federal certificates and the method of accomplishing the specific requirement in the Scope of Services. The evaluation will include determining the quality and comprehensiveness of meeting the requirements.</p> <p>Evaluation of technical competence to perform work including project’s managerial, professional and technical personnel assignments. Evaluation of corporate capability to handle this project which includes verifiable evidence of financial capability, verifiable evidence of comparable processing capability, and verifiable evidence of working with the California court system.</p>	<p>35</p>

<p>Record of Past Performances</p> <p>Past record of performance as determined from all available information including direct communication by the City with the Proposer's present and former clients. Factors to be considered include, but may not be limited to: dependability, quality of work, and the ability to work with a city, county, or state agency.</p>	<p>25</p>
<p>Cost</p> <p>The reasonableness of the cost proposal will be evaluated. The award of a contract is not restricted to the lowest proposed cost.</p>	<p>30</p>
<p>Compliance with RFP Requirements</p> <p>The evaluation team will consider the completeness and responsiveness of the Proposers written proposal with special emphasis given to completion of contract compliance issues and ability to conform to the specifications, terms, and conditions of the RFP.</p>	<p>10</p>

3.3 Capacity to Perform

The City considers the organization to be the Proposer and any subcontractor(s) or vendor(s) included in the proposal. Consideration will be given to the perceived level and degree of the Proposer's responsibility, motivation, dedication to a successful effort, and to the overall capability of the organization. The organization's history, financial stability, core competency, expected growth, past performance on similar size projects, reputation, and experience serving governmental entities will also be considered. The evaluation team will also consider the experience, educational background, and availability of the personnel to be assigned to the project. Consideration will be given primarily for specific experience in the technical fields required to successfully implement the specific project and meet or exceed the requirements set forth in this RFP. Sufficient personnel must be provided to fulfill the project's objectives.

3.3.1 Background and Qualifications of Organization

- 3.3.1.1 Provide information on founders, core products and service officers, number of employees, and any significant mergers or acquisitions in the past four years.

- 3.3.1.2 Provide information on your history providing Lead Maintenance and Mining Services.
- 3.3.1.3 Describe experience providing Lead Maintenance and Mining Services to governmental entities, if applicable.
- 3.3.1.4 Outline what differentiates you from your competitors.

3.3.2 Financial Capacity to Perform

- 3.3.2.1 Proposer should state whether it or any of its parents, subsidiaries, or affiliates has in the past seven years filed for bankruptcy and should provide the date, type, and current status of any such filing.

Please note: If you have had a contract terminated for default during the past five years or have been involved in litigation regarding a contract or performance of Lead Maintenance and Mining Services, this fact should be disclosed along with your position on the matter(s). Please include the case caption, case number, and jurisdiction. If you have experienced no such terminations for default in the past five years and have not been involved in contract litigation, then you should indicate as such.

3.3.3 Staffing and Key Staff Qualifications

Describe the team that would work on this project. Include a list of key team members. Make the case for why they will be good fits for this implementation. Please provide bios, resumes, and any other documentation you think best highlights the strength of the team that would be working on this project. Let us know how the team would be structured; if your team includes multiple firms, please let us know how long you have worked together. For legal purposes, we will need you to designate one firm as the prime contractor and all others as subcontractors.

3.3.4 References and Additional Information

Provide a brief overview of your active client base. Please provide three references, including their contact information and details on your history with them. Preferably, customer references will come from entities similar in size, scope, and complexity to the City of Los Angeles. Note that incorrect contact information (or a failure to respond by your reference) will be considered as a negative reference.

3.4 Interview Panel and Solution Demonstration

Responsive Proposers may be invited to appear separately before an interview panel consisting of City representatives. If applicable, Proposer will respond to questions, and if requested, deliver a presentation consisting, in part, of an interactive demonstration of Proposer's services.

4.0 CONTENT OF RESPONSE

The response to this RFP must be made in accordance with the format and in the order set forth herein. Failure to adhere to this format and order may be considered non-responsive and, therefore, be cause for rejection of the proposal. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material. It is the City's intent to award a contract, in a form approved by the City Attorney, to the selected Proposer(s). This RFP and the proposal submitted, or any part thereof, may be incorporated into and made a part of the contract. Proposals accepted by the City constitute a legally binding contract offer by the Proposer.

4.1 Cover Letter

Each response to this RFP must be accompanied by a cover letter that contains a general statement of the purposes for submission and include the following information:

- 4.1.1 Name, address, telephone number, and legal business status (individual, limited liability partnership, corporation, etc.) of the Proposer.
- 4.1.2 Name, title, address, and telephone number of the person or persons authorized to represent the Proposer in contract negotiations with the LAPD with respect to the RFP and any subsequently awarded contract. The cover letter shall also indicate any limitation of authority for the person named.
- 4.1.3 Required indemnity language from Section 4.3 below.
- 4.1.4 A representative or officer of the Proposer must sign the cover letter.
- 4.1.5 That representative shall have been authorized to bind the Proposer to all provisions of the RFP, any subsequent changes and to the contract if an award is made.

4.1.6 All of the signatures referenced above must be submitted as originals and signed in black or blue ink.

4.2 Qualifications of the Proposer(s)

4.2.1 The Proposer(s) must demonstrate past and present ability to fulfill the requirements established by this RFP.

4.2.2 Proposers are required to provide detailed information demonstrating an ability to perform the necessary services with specific reference to the activities noted above in this RFP.

4.2.3 The proposal must describe the qualifications of the Proposer by reason of past experience with similar undertakings and provide the following details:

- 1) Name(s) and contact information of customer(s) for whom the service was provided;
- 2) Dates and periods during which the indicated service was provided; and
- 3) The extent and exact nature of the service(s).

This section must also contain a statement of express permission for the City to contact any identified previous customer and request information on the performance of the Proposer as well as sample composites.

4.2.4 The proposal must include a summary of the relevant background and experience of the Proposer submitting the proposal as a corporation, partnership, joint venture, or consortium. Adequate documentation must be presented that indicates that the corporation or other entity has the ability to continue in business throughout the period of the contract.

4.2.5 All proposals must specifically state the Proposer's experience providing lead maintenance and lead mining of firearm range sites. The Proposer must have a proven, reliable record in providing the services under a variety of conditions. Experience with law enforcement or military agencies is preferred.

4.2.6 The services required under this RFP may be subcontracted to individuals not employed by the Proposer upon receipt of prior written approval from the City.

- 4.2.7 Proposers will only be considered from entities that have provided lead abatement services to a public agency for a period of no less than one (1) year within the past ten (10) years. The proposal must document that the Proposer and its staff meet the required qualifications and experience, and can satisfactorily perform the duties specified in the RFP. Proposals that do not document Proposer's satisfaction of these minimum qualifications shall be deemed non-responsive, shall be rejected, and thus shall not be eligible for further consideration.

The Proposer must provide details as to type of services previously provided to other public agencies as it pertains to lead abatement, including the name of the public agency, contact person(s), telephone number(s), and dates, times and periods during which the indicated service was provided, and the extent and exact nature of the service provided. This section must also contain a statement of express permission for the City to contact any identified present or previous customer regarding Proposer's performance.

- 4.2.8 The Proposer will include the names and resumes of all key personnel who are employed by the Proposer and who will be assigned to perform services pursuant to the contract, including the Project Manager. The Proposer must identify a Project Manager with full authority to administer the contract and must specify the responsibilities and duties of the Project Manager. For each person identified, the following information must be provided:
- a. A description of the responsibilities, duties, and services to be performed by each key person assigned to work on the program and whether each key person will be located in the Los Angeles Area. The City must approve in advance all changes in individuals or levels of commitments. The City reserves the right to have the Proposer replace project personnel.
 - b. A brief, yet complete statement of each key person's experience and background, providing the number of years of relevant experience, title or function while gaining the experience, the beginning and ending dates of the projects cited for relevant experience, and the relationship of that key person to the major goals of the program cited.
 - c. The amount of time each key person will be assigned to work on lead abatement at the specified firearm ranges.

The City reserves the right to verify each such person's experience, required certification status and/or education.

4.2.9 The proposal should include any other information that will assist the LAPD in evaluating the qualifications of the Proposer.

4.3 Disclosure

Disclose whether the firm, or individuals with the firm, have received a suspension, revocation, or disciplinary action from any government entity, that would preclude the firm or any such individual from obtaining access to governmental data – including law enforcement communications.

4.4 Cost Breakdown

The proposal must include the pricing schedule of services and an explanation of any fees, as well as tax, surcharge, and any and all other miscellaneous expenses associated with the tasks or events indicated in Section 2.0, Scope of Services, as applicable, and the rate that fees accrue (e.g., per hour, per item, per page, per task, or any other unit basis).

All prices are inclusive of travel. No additional charges, including travel, lodging, subsistence, miscellaneous (ad-hoc) expenses and other expenses, will be allowed, unless authorized in advance.

Any taxes due will be assumed to be included in your price of services. Proposer will bear responsibility for any clerical errors in the financial proposal, or errors made in pricing the services (e.g., the omission of a component of the services). The total cost that is quoted in the financial proposal will be considered a best and final offer, although the City reserves the right to further negotiate pricing.

Proposer will be responsible for all costs, including specialized equipment and supplies, involved in lead abatement at the specified firearm ranges.

The Proposer shall include a detailed cost breakdown of all services to be provided to the City including hourly personnel labor, and expense items and equipment. SEPARATE COST PROPOSALS SHALL BE PROVIDED FOR EACH OF THE TWO (2) FIREARM RANGE SITES.

Therefore, the Proposer shall provide separate and specific cost proposals for the following:

- 4.4.1 Routine lead removal/recycling as described in the Scope of Services for each range site. Cost proposals must detail costs for hourly personnel labor costs, expense items and equipment.
- 4.4.2 A complete overhaul (cleaning, necessary reconstruction and replacement of range materials) of each firearm range site. Each overhaul cost proposal must detail costs for hourly personnel labor, expense items and equipment.

Should a Proposer be selected to contract with the City for the services detailed in this RFP, the City reserves the right to negotiate with the Proposer any cost proposals before awarding the contract. The City also reserves the right to not require services that are not legally mandated.

Upon award of contract, invoices that contain fees, charges, or services not authorized under the contracted fee schedule attached to the executed contract will be disapproved.

Proposers should note that the City will not provide clerical support, telephone or reproduction services for the Proposer who is awarded the contract. Parking and workspace may be available at LAPD facilities when required.

4.5 City Contracts Held Within the Last Ten Years

4.5.1 Please list all of the City contracts held by the respondent within the last ten years. In addition, please specify the following information:

- 4.5.1.1 The City entity or department that administered the contract;
- 4.5.1.2 The contract number;
- 4.5.1.3 The dollar amount of the contract;
- 4.5.1.4 Date and periods during which the contract was in effect; and
- 4.5.1.5 A short description of the services provided.

4.7 Corporation or Other Entity Capability

The proposal must include a summary of the relevant background and experience of the entity submitting the proposal. Adequate documentation must be provided regarding the organizational and financial stability of the

Proposer, in sufficient detail to substantiate that the Proposer has the organizational and financial stability to continue in business throughout the period of the contract and will be able to successfully provide the services under the contract. The Proposer must provide validated evidence of its financial condition, such as a CPA certified annual report or annual operating statement, and any interim statement completed within the prior six (6) months.

4.8 Confidential Information

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

"NOTICE"

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

In proposals containing proprietary information, proprietary paragraphs, and/or other data should be clearly marked as noted above. **The Proposer must include one additional electronic copy of the proposal with the confidential material totally blacked out or otherwise redacted from the text so that one copy is available as public material.** In accordance with the California Public Records Act, this information may, upon request, be released to the public.

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

The City assumes no responsibility for disclosure or use of unmarked data for any purposes. In the event properly marked data are requested, the Proposer will be advised of the request and may expeditiously submit to

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

"The Proposer undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles 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 the Proposer's trade secrets or Proposer's 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.). The Proposer's obligations herein include, but are not limited to, all reasonable attorney's fees (both in house and outside counsel), reasonable 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. The Proposer'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 Proposer 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 this exact statement shall constitute a waiver of a Proposer's right to exemption from disclosure under the California Public Records Act.

The Proposer will receive prompt notice from the City of any (1) communication to the City challenging the City's refusal to disclose the Proposer's information, and (2) any complaint or petition to the court challenging the City's refusal to disclose the Proposer's information. Further, should the Proposer choose to intervene in any court action

relating to the City's refusal to disclose the Proposer's information, the City will not oppose the Proposer's motion to intervene.

4.9 Use of Subcontractors/Organizational Relationships

4.9.1 If applicable, Proposer will clearly describe which services or portions of Proposer's proposal are subcontracted. Further, Proposer will identify the subcontractor, and state the qualifications of those subcontract providers or strategic partners, and how the Proposer shall ensure the quality of any subcontracted services or services provided by a strategic partner under this RFP.

4.9.2 If applicable, Proposer will describe its parent company, affiliates and their core business. If any services above are to be provided by Proposer's parent or affiliates, they must be considered subcontractors to the Proposer.

5.0 MANDATORY CITY CONTRACTING REQUIREMENTS

Section 5 describes mandatory requirements for contracting with the City of Los Angeles. Please access more detailed Information and forms that must be completed by the Proposer at www.rampLA.org. Please note that, in addition to being completed and submitted with your proposal, several of these documents must also be completed and uploaded to www.rampLA.org.

5.1 Business Inclusion Program (BIP) Outreach

It is the policy of the City to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBES), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the contractual process. All respondents are strongly encouraged to make an effort to include members of these groups in any subcontracting work to be performed if awarded the contract.

Proposers must refer to Appendix A, Business Inclusion Program of this RFP for additional information and instructions. BIP outreach must be performed using the RAMP website (www.rampLA.org). Proposers must submit Schedule A of Appendix A with their proposal. A proposer's failure to utilize and complete their BIP Outreach as described in Appendix A will result in their proposal being deemed non-responsive.

All BIP Outreach documentation must be submitted on www.rampLA.org by 4:30 p.m. on the calendar day following the Proposal due date. Failure

to submit the required documentation by 4:30 p.m. on the calendar day following Proposal due date will render the Responses non-responsive.

5.2 Local Business Preference Program

The Local Business Preference Program Ordinance (Los Angeles Administrative Code Section 10.47) establishing the Local Business Preference Program (LBPP) for the City's procurement of goods, equipment and services, including construction, when the contract involves an expenditure in excess of \$150,000.00 is available alongside this Request For Proposals on www.rampLA.org. If you are qualified or can be provisionally qualified as a Local Business, please indicate that in your proposal.

Participation Criteria for Local Business Preference Program

To be eligible for participation in this program, the Bureau of Contract Administration ("BCA") requires that the prospective local business submit an affidavit attesting as such on the RAMP website. An affidavit form is available to be downloaded on the RAMP website at www.rampLA.org. Determination of qualification as a local business by any other entities, other than BCA, or by any other means other than submission of an affidavit on RAMP shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. The local business must be listed on RAMP as such prior to the proposal deadline in order to participate in the LBPP. In cases where the affidavit was submitted prior to the proposal deadline but has not been verified by BCA and the local business designation would result in a change of award recommendation, status as a local business will be based on the date it was submitted.

5.3 Information on Business Locations and Workforce

It is the policy of the City of Los Angeles to encourage businesses to locate or remain in the City. Therefore, the Los Angeles City Council requires all City departments to gather information on the headquarters address and certain information on the employees of the firms contracting with the City (Council File No.92-0021). The following information is to be included in each proposal:

- 5.3.1** The headquarters address of respondent's firm and the total number of people employed by the firm, regardless of work location;
- 5.3.2** The percentage of the respondent's total workforce employed within the City of Los Angeles and the percentage residing within

the City; and

- 5.3.3 The address of any branch offices located within the City of Los Angeles and the total number employed in each Los Angeles branch office, the percentage of the work force in each Los Angeles branch office that is employed within the City, and the percentage residing within the City.
- 5.3.4 If the Proposer is a joint venture or other collaboration of separate entities, each member of the joint venture or collaboration must submit such a list.

This information can be completed in the Proposer Workforce Information form, Appendix B.

5.4 Statement of Non-Collusion

With each response, a Statement of Non-Collusion shall be submitted and signed by the respondent under penalty of perjury stating that:

- 5.4.1 The response is genuine, not a sham or collusive;
- 5.4.2 The response is not made in the interest or on behalf of any person not named therein;
- 5.4.3 The respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and
- 5.4.4 The respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

Each proposal must include an executed Statement of Non-Collusion attached to this RFP as Appendix C. If the proposer is a joint venture or other collaboration of separate entities, each member of the joint venture or collaboration must submit an executed statement.

5.5 Non-Discrimination, Equal Employment Practices, and Affirmative Action Policies

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

Non-construction services to or for the City 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.

Non-construction services to or for the City 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.

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 contain 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 Bureau of Contract Administration's web site at <http://bca.lacity.org>.

5.6 Child Support Assignment Orders

Proposers are advised that any contract awarded pursuant to this RFP will be subject to the applicable provisions of Los Angeles Administrative Code, Section 10.10, Child Support Obligations. City policy also requires that all contractors performing work for the City comply with all applicable state and federal reporting requirements relative to legally mandated child support. Proposers must refer to Appendix D – Child Support Obligations for further information and instructions and must submit the required declaration at the time proposals are submitted.

5.7 Service Contract Worker Retention and Living Wage 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 Los Angeles Administrative Code, Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36, et. seq., Service Contract Worker Retention Ordinance (SCWRO). Proposers shall refer to Appendix E "Living Wage Ordinance and Service Contract Worker Retention Ordinance" for further information regarding the requirements of the Ordinances.

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

Please direct any questions about compliance forms and Social Policy Ordinances to the City's Bureau of Contract Administration by phone at (213) 847-2625 or by email at bca.eeoe@lacity.org.

5.8 Equal Benefits and First Source Hiring Ordinances

5.8.1 Equal Benefits Ordinance

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

Proposers shall complete and **upload** the Equal Benefits Ordinance Affidavit (EBO/FSHO Compliance) available on the RAMP website at www.rampLA.org prior to award of a City contract valued at \$25,000.00. The Equal Benefits Ordinance Affidavit shall be effective for a period of three years from the date it is first uploaded onto the RAMP website. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Proposers seeking a waiver from the requirements of EBO shall visit the Bureau of Contract Administration's web site www.bca.lacity.org and download the form. The EBO Waiver Request Form must be returned with the bid/proposal.

5.8.2 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 is in excess of \$25,000.00 and a contract term of at least three 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). The First Source Hiring Ordinance Compliance Affidavit (EBO/FSHO Compliance), shall only be required of the Proposer that is selected

for award of a contract. If required, Contractors shall complete and upload the First Source Hiring Ordinance Affidavit available on the RAMP website at www.rampLA.org prior to execution of a contract.

Please direct any questions about compliance forms and Social Policy Ordinances to the City's Bureau of Contract Administration by phone at (213) 847-2625 or by email at bca.eeoe@lacity.org.

5.9 Contractor Responsibility Ordinance

Every Request for Proposal, Request for Bid, Request for Qualifications, or other procurement process is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, unless exempt pursuant to the provisions of the Contractor Responsibility Ordinance.

This Contractor Responsibility Ordinance requires that all respondents complete and return, with their response, the City of Los Angeles Responsibility Questionnaire and the Pledge of Compliance with Contractor Responsibility. Failure to return the completed questionnaire may result in the response being deemed non-responsive. The Contractor Responsibility Ordinance also requires that if a contract is awarded pursuant to this procurement, that the contractor must update responses to the questionnaire, within 30 calendar days, after any changes to the responses previously provided if such change would affect contractor's fitness and ability to continue performing the contract. Pursuant to the Contractor Responsibility Ordinance, by executing a contract with the City, the contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. Further, the Contractor Responsibility Ordinance requires each contractor to: (1) notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor is not in compliance with Section 10.40.3 (a) of the Contractor Responsibility Ordinance; and (2) notify the awarding authority within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated Section 10.40.3 (a) of the Contractor Responsibility Ordinance.

Proposers must refer to Appendix F – Contractor Responsibility Ordinance for further additional information and instructions. All Proposers must complete and return, with their proposal, the Responsibility Questionnaire included in Appendix F.

Please direct any questions about compliance forms and Social Policy Ordinances to the City's Bureau of Contract Administration by phone at (213) 847-2625 or by email at bca.eeoe@lacity.org.

5.10 Slavery Disclosure and Border Wall Disclosure Ordinances

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 Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

You must register on RAMP (www.rampLA.org) to access the updated Disclosure Ordinances Affidavit web form. The web form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The web forms should be completed and submitted by the time of the Proposal submission.

The web form will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer selected for contract award. Proposers seeking additional information regarding the requirements of the SDO and DBWCO may visit the Bureau of Contract Administration's website at www.bca.lacity.org.

5.11 Proposer Certification – CEC Form 50

A proposer who submits a response to this solicitation must submit with its proposal a completed CEC Form 50 acknowledging that the proposer agrees to comply with the disclosure requirements and prohibitions established in the Municipal Lobbying Ordinance, attached, if the proposer qualifies as a lobbying entity under Los Angeles Municipal Code Section 48.02 (exemptions in Los Angeles Municipal Code Section 48.03 and Los Angeles Administrative Code Section 10.40.4 do not apply). A response submitted without a completed CEC Form 50 shall be deemed nonresponsive.

The CEC Form 50 is attached as Appendix G.

5.12 Proposer Contributions – CEC Form 55

Proposers are subject to 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 response until either the contract is approved or, for successful Proposers, 12

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, provided in Appendix H, to the awarding authority at the same time the response is submitted. The form 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 the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 will be deemed nonresponsive. 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 ethics.lacity.org.

5.13 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000.00 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit" that is attached as Appendix I.

Please direct any questions about compliance forms and Social Policy Ordinances to the City's Bureau of Contract Administration by phone at (213) 847-2625 or by email at bca.eeoe@lacity.org.

5.14 Government and Business Taxation Forms

The selected Proposer will be required to demonstrate compliance with the City's business tax laws by acquiring/maintaining one of the following: Business Tax Registration Certificate; Vendor Registration Number; or Certificate of Exemption. The Certificate or Registration Number must remain in force during the entire period of the contract.

Proposers must submit the following documents at the same time the proposal is submitted:

5.14.1 Form W-9: IRS Request for Taxpayer Identification and Certificate;

5.14.2 Evidence of having applied for or obtained a tax registration account number (City of L.A. Tax Registration Certificate number and/or Vendor Registration number); and

5.14.3 Form 590: State of California Withholding Exemption Certificate; or Form 587: Non-resident Withholding Certification.

5.15 Insurance

After the award of the contract, but before work commences, the selected Proposer(s) must submit proof of insurance (ACORD certificate) to the Risk Manager electronically at <https://kwikcomply.org/>. Insurance requirements for the services requested in the RFP are described in Exhibit 1 of the Standard Provisions for City Contracts (Appendix J).

5.16 Record Retention Practices

Proposer must provide a detailed description of its record and invoice retention practices. This section shall include information pertaining to the nature of documentation utilized by the Proposer (electronic, logs, files, etc.), the type of information retained in each file, the procedures for physically maintaining all active and closed files, and a description of long-term storage practices.

Upon selection for interview, Proposers may be requested to provide sample documentation reflecting record retention practices utilized by the firm in their standard course of providing service. Sample documentation should reflect matters which took place at least one year prior to the date of interview and be properly redacted to preserve any confidentiality with existing/prior clients.

5.17 Recycled Paper

Contractor shall submit any written documents on paper with a minimum of 30% post-consumer recycled content. Existing Contractor letterhead or stationery that accompanies these documents is exempt from this requirement. Pages should be double-sided. Neon or fluorescent paper shall not be used in any written documents submitted.

5.18 Additional Data

The proposal must include any other relevant information the Proposer believes essential to the evaluation of the proposal. If the Proposer does not wish to present any additional data, the proposal must state specifically, "There is no other information we wish to present."

5.19 Fair Chance Initiative for Hiring Ordinance

Any contract awarded pursuant to this RFP will be subject to the Fair Chance Initiative for Hiring Ordinance (“FCIHO”), LAAC §10.48. The Ordinance provides, among other things, that contractors/subcontractors with at least ten (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/Proposers seeking additional information regarding the requirements of the FCIHO may visit the Bureau of Contract Administration’s web site at <http://bca.lacity.org>.

5.20 Executive Directive 35 Compliance

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.

5.21 Zero Waste Ordinance

The Zero Waste City Facilities and Events on City Property Ordinance (Los Angeles Administrative Code, Section 10.53) 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, Los Angeles Administrative Code 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 the Department of Public Works, Bureau of Sanitation at (213) 485-2260, srcrd@lacity.org or <https://www.lacitysan.org>.

6.0 CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

All Proposers are advised that any contract awarded as a result of this RFP process will be subject to the following provisions:

6.1 Confidentiality and Restrictions on Disclosure

- A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement 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 during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, 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 for the purpose of carrying 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.

- B. The Contractor will make the Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, 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 will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.

- C. 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. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.
- D. Any reports, findings, deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- E. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

6.2 Document Control Procedure

The Contractor will develop and administer a mutually acceptable Document Control Procedure over documents flowing to and from the City, in such a manner as to ensure that the confidentiality requirements of this Section 6 are met. Each document will be controlled through the use of a Document Control Number.

7.0 STANDARD PROVISIONS

The Standard Provisions for City Contracts (Rev. 9/22) [v.1] (the "Standard Provisions"), attached as Appendix J, sets forth City's required terms and conditions. City requires each Proposer either to accept the Standard Provisions affirmatively as presented or to clearly state in writing required modifications, additions, or substitutions (collectively "Exceptions"). Every Proposer must review the Standard Provisions and must set forth all Exceptions to the Standard Provisions, if any, in the form of proposed alternative language or identification of specific terms to be deleted and must disclose any impact on the proposed price

if City rejects the Exceptions. City may disqualify and terminate negotiations with any Proposer that did not identify an Exception to a given provision in its proposal and subsequently attempts to do so during negotiations. Further, City reserves the right to disqualify any Proposer with whom City is unable to negotiate a definitive agreement. Therefore, it is in Proposer's best interest to have the Standard Provisions reviewed by their legal counsel prior to submission of Proposer's response to this RFP. The number and extent of any Exceptions may be factored into the evaluation of the Proposer's proposal. Submission of the Proposer's form agreement in response to the requirements of this Section of the RFP will be deemed non-responsive.

8.0 ADMINISTRATIVE GUIDELINES FOR SUBMITTAL

The City of Los Angeles requires that all contractual proposals adhere to the following guidelines:

8.1 Acceptance of Terms and Conditions

The submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions set forth herein.

8.2 Proposals Must be in Writing and in English

Proposals must contain firm offers for all services to be performed for the duration of the proposed contract. The RFP and the resulting proposals, or any part thereof, may be incorporated into and made a part of the contract. The City reserves the right to further negotiate the terms and conditions of the contract with the selected Proposer(s). The City also reserves the right to withdraw this RFP at any time, to reject all proposals, to reject any proposal for noncompliance with RFP provisions, or to choose not to award a contract if such action is determined to be in the best interest of the City and to waive any informality in the process when to do so is in the interests of the City.

8.3 Submission Deadline

The Proposal must be submitted via email by **TBD at 3:00 p.m. (Pacific Time)** to LAPD Training Division at 32141@lapd.online with copies to the LAPD Contracts Section at LAPDContracts@lapd.online. The subject line must be:

"PROPOSAL – RFP No. 23-630-004 – LEAD MAINTENANCE AND LEAD MINING SERVICES FOR TWO FIREARM RANGE SITES"

In addition, the following requirements apply:

- 8.3.1** The date and time of the email submission of Proposals is determined by the records of the City of Los Angeles email system. Once submission deadlines have passed, Proposers will not be permitted to resubmit their proposal if the City of Los Angeles email system rejects an email submission for any reason;
- 8.3.2** The maximum size of an email submitting a Proposal, including all attachments in PDF or Excel format, must be 25 MB or less (Proposers are solely responsible for ensuring that email submissions comply with any size restrictions imposed by the Proposer's internet service provider);
- 8.3.3** Proposers should endeavor to submit the Proposal in a single email and avoid sending multiple email submissions in response to this RFP. However, if the file size of an email exceeds the applicable maximum size, the Proposer may make multiple submissions (multiple emails in response to the same RFP) to reduce attachment file size to be within the maximum applicable size. In the event multiple emails are necessary due to size restrictions, Proposers 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");
- 8.3.4** Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proposers submitting proposals via email are solely responsible for ensuring that any emails or attachments are not corrupted. City may reject proposals that are compressed, cannot be opened, or that contain viruses, malware, or corrupted attachments;
- 8.3.5** The Proposer bears all risk associated with delivering its Proposal via email, including but not limited to delays in transmission between the Proposer's computer and the City of Los Angeles email system.

8.4 Responsibility for Timely Submittal of Proposal

City shall record the time and date on which it receives Proposals. Timely submission of proposal is the sole responsibility of the Proposer.

Late proposals will not be considered for contract award. **All proposals emailed after 3:00 p.m. on the due date will not be accepted.**

The City reserves the right to determine the timeliness of all proposal submissions.

8.5 Protest Process

Within 10 days of receiving notice of the proposed award, a proposer may submit a protest. Any protest to a proposal award must:

8.5.1 Be in writing;

8.5.2 State the specific reasons for the protest; and

8.5.3 State how the Proposer's Proposal met the requirements of the RFP.

Upon receipt of a written protest, the RFP/Contract Administrator will furnish the protester with a written statement setting forth the reasons for the proposed award ("Protest Response").

Within 10 days of the date of the Protest Response, the protester may submit written documentation as to why the award should not be made according to the City's plans ("Further Documentation"). Within 30 days of the date of Further Documentation, City shall submit a written decision regarding the protest.

8.6 Proposal Errors

Proposer is liable for all errors or omissions incurred by Proposer in preparing the Proposal. Except as provided elsewhere in this RFP, Proposer will not be allowed to alter Proposal documents after the due date for submission.

City reserves the right to make corrections or amendments due to errors identified in Proposal by City or Proposer. 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 date and time stamped and attached to Proposal. All changes must be coordinated in writing with, authorized by and made by City.

9.0 PROHIBITION OF COMMUNICATION DURING RFP EVALUATION PERIOD

After the submittal of proposals and continuing until a contract has been awarded, all City personnel involved in the project will be specifically directed against holding any meetings, conferences or technical discussions with any Proposer except as provided in the RFP. Proposers shall not initiate

communication in any manner with City personnel regarding this RFP or the proposals during this period of time, unless authorized by this RFP. **Failure to comply with this requirement will automatically terminate further consideration of that firm's or individual's proposal. This is not intended to prevent current contractors from conducting on-going business under existing contracts.**

10.0 CONFLICTS OF INTEREST

Provide information on whether your firm represents any interests that may constitute a conflict of interest in your contracting with the City, the Port of Los Angeles, Los Angeles World Airports, the Los Angeles Department of Water and Power, or any other City agency or affiliated entity.

Provide information on whether you or your firm are currently a party to an active claim or lawsuit against the City of Los Angeles or any of its related public or proprietary agencies.

11.0 GENERAL CITY RESERVATIONS

11.1 City reserves the right to verify the information in the response.

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

11.3 Submission of a response to this RFP shall constitute acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of 180 days from the date set for receipt of responses. Firms awarded a contract pursuant to this RFP will be required to enter into a written contract with the City approved as to form by the City Attorney. This RFP and response, or any parts thereof, may be incorporated into and made a part of the final contract. The City reserves the right to further negotiate the terms and conditions of the contract. The final contract offer of the City may contain additional terms or terms different from those set forth herein.

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

11.5 The City reserves the right to withdraw this RFP at any time without prior notice and the right to reject any and all Responses. The City makes no representation that any contract will be awarded to any firm responding to

this RFP. The City reserves the right to extend the deadline for submission. Firms will have the right to revise their response in the event the deadline is extended.

- 11.6** A Proposer may withdraw its response prior to the specified due date and time. A written request to withdraw, signed by an authorized representative of the Proposer, and must be submitted to the LAPD at the address specified herein for submittal of proposal. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time prior to the specified submission deadline.
- 11.7** All costs of response preparation shall be borne by the Proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposer in the preparation and/or submission of the response.
- 11.8** Unnecessarily elaborate or lengthy responses or other presentations beyond those needed to give sufficient and clear response to all of the RFP requirements are not desired. The response must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award.
- 11.9** Responses shall be reviewed and rated by the City as submitted. Firms may make no changes or additions after the deadline for receipt.
- 11.10** A firm will not be recommended for a contract award, regardless of the merits of the response submitted, if it has a history of contract noncompliance with the City or other funding source or poor past or current performance with the City or other funding source.
- 11.11** The City reserves the right to retain all responses submitted and the responses shall become the property of the City. Any department or agency of the City has the right to use any of the ideas presented in the responses submitted in response to this RFP. All responses received by the City will be considered public records subject to disclosure under the Public Records Act (California Government Code Section 6250 *et seq.*). Applicants must identify any material they claim is exempt from disclosure under the Public Records Act. In the event such exemption is claimed, the applicant may be required to seek a protective order if the City determines that the subject material must be disclosed.
- 11.12** In the event that one or more contracts are awarded, ownership and title of all reports, documents, plans, drawings, specifications, and estimates produced as part of the contract will automatically be vested in the City of Los Angeles, and no further agreement will be necessary to transfer

ownership to any City entity.

11.13 Contractor Evaluation Ordinance

Proposers are advised that any contract awarded as a result of this RFP process will be subject to the provisions of Los Angeles Administrative Code Section 10.39 et seq., Contractor Evaluation Ordinance (CEO). In accordance with this Ordinance, the City will conduct an evaluation of a contractor's performance at the end of the contract.

The City may also conduct evaluations of the contractor's performance during the term of the contract. 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. Information from the evaluations will be kept in a centralized database, and City departments will consider that information when awarding future service contracts.

11.14 Pre-Award Negotiations

Prior to award of the contract(s), the successful vendor(s) may be required to attend negotiation meetings. The purpose 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 insure successful administration of the contract.

11.15 The City may award a contract on the basis of proposals submitted, without discussions, or may negotiate further with those Proposers within a competitive range. Proposals should be submitted on the most favorable terms the Proposer can provide.

12.0 ATTORNEYS' FEES

If City shall be made a party to any litigation commenced by or against Proposer arising out of Proposer's operations and as a result of which Proposer is held liable, in whole or in part, by settlement, adjudication, or otherwise, then Proposer shall pay all costs and reasonable attorneys' fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

13.0 AWARD OF CONTRACT

The Proposers to whom a contract is awarded, if any, shall be required to enter into a written contract with the City of Los Angeles in a form approved by the City Attorney. This RFP and the proposal, or any part 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 Proposer. The contract will, in any event, include fixed prices to be paid by the City for the Proposer to perform the services as provided herein under "Services to be Provided."

The Standard Provisions for City Contracts (Rev. 9/22) [v.1] will be incorporated and made part of the final contract. Proposer should review the Standard Provisions for City Contracts which can be downloaded from www.rampLA.org as part of this RFP as Appendix J.

All contractors must additionally comply with the "Municipal Lobbying Ordinance" (Los Angeles Municipal Code §§ 48.09 (H)). Proposer should review the Municipal Lobbying Ordinance, which can be download at the following Los Angeles City Ethics Commission link: <https://ethics.lacity.org/lobbying>.

14.0 PROPOSER CHECKLIST

All documents listed must be included with your proposal. Please indicate non-applicable (N/A) on any documents that do not apply to your company.

14.1 General Information

_____ One electronic copy of the complete Proposal (Section 8.3)

14.2 Required Content of Proposal

_____ Cover Letter with Appropriate Signatures (Section 4.1)

_____ Qualifications of the Proposer(s), Including List of References (Section 4.2)

_____ Cost Breakdown (Section 4.4)

_____ Corporate or Other Entity Capability (Section 4.6)

_____ Statement Regarding Additional Data (Section 5.18)

_____ Statement Regarding California Public Records Act (If Proposer Claims Any Exemption) (Section 4.7)

14.3 Required Related Documents

_____ Business Inclusion Program (BIP) Schedule A (Section 5.1 and Appendix A)

- _____ Proposer's Business Locations and Workforce Information (Section 5.3 and Appendix B)
- _____ Statement of Non-Collusion with Appropriate Signatures (Section 5.4 and Appendix C)
- _____ Child Support Assignment Obligations Form (Section 5.6 and Appendix D)
- _____ Service Contract Worker Retention and Living Wage Ordinances Documents (Section 5.7 and Appendix E)
- _____ Contractor Responsibility Ordinance (CRO) Questionnaire and Certification of Compliance with CRO (Section 5.9 and Appendix F)
- _____ Municipal Lobbying Ordinance CEC Form 50 (Section 5.11 and Appendix G)
- _____ Bidder Campaign Contributions and Fundraising CEC Form 55 (Section 5.12 and Appendix H)
- _____ Iran Contracting Act of 2010 Compliance Affidavit (Section 5.13 and Appendix I)
- _____ Government and Business Taxation Forms (Section 5.14)
- _____ Standard Provisions for City Contracts (Section 5.15, 7.0 and Appendix J)

14.4 Required Related Documents to be Submitted Online (RampLA)

- _____ Equal Benefits Ordinance Form/First Source Hiring Ordinance (Section 5.8)
- _____ Slavery Disclosure Ordinance Form (Section 5.10)

And any other documents indicated on www.rampLA.org as required.