

APPROVED

April 02 2026

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 26-063

DATE April 2, 2026

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AWARD OF CONTRACTS FOR AS-NEEDED CHARTER BUS TRANSPORTATION SERVICES – USE OF THE COMPETITIVE SELECTION PROCESS OF THE LOS ANGELES DEPARTMENT OF TRANSPORTATION REQUEST FOR QUALIFICATIONS NO. 216611

B. Aguirre	<u> </u>	C. Santo Domingo	<u> </u>
B. Jones	<u> </u>	C. Stoneham	<u> </u>
M. Rudnick	<u> </u>	*N. Williams	<u>NDW</u>

General Manager

Approved X

Disapproved

Withdrawn

RECOMMENDATIONS

1) Approve the award and execution of service contracts (Contracts), between Department of Recreation and Parks (RAP) and the following eleven contractors for charter bus transportation services pursuant to the Los Angeles Department of Transportation (LADOT) Request for Qualifications (RFQ) No. 216611, in substantially the form attached to this Report as Attachment 1, for a term ending on June 30, 2028 and an amount not to exceed the annual budget approved by the Los Angeles City Council for all combined contracts under the As-Needed Charter Bus Transportation Services Program, with no guaranteed annual expenditure, subject to approval of the City Attorney as to form.

1. Cardinal Transportation Inc.
2. Durham School Services, L.P.
3. Elite Executive Charter LLC
4. Essential Bus Line, Inc. DBA Essential Transportation
5. Fast Deer Bus Charter LLC
6. First Student, Inc.
7. Honee Bee Transportation
8. Mission School Transportation, Inc.
9. Screamline Investment Corp. DBA TourCoach Charter & Tours
10. Transit Systems Unlimited Inc.
11. Zûm Services, Inc.

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- 2) Find, in accordance with Charter Sections 371(e)(2) and 372, and Los Angeles Administrative Code Section 10.15(a)(2), that it is in the best interest of RAP to have pre-qualified contractors and that competitive bidding is not practicable or advantageous or compatible with RAP's interests in having available pre-qualified, as-needed contractors as it is necessary for RAP to be able to call on pre-qualified contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis with each individual project being awarded on the basis of availability of an as-needed, pre-qualified contractor to perform the work, the price to be charged and the unique expertise of the contractor;
- 3) Find, pursuant to Charter Section 371(e)(8), that RAP may, in lieu of undertaking its own competitive bidding or proposal process, utilize (piggyback) DOT's competitive selection process under Request for Qualifications (RFQ) No. 216611 (Attachment 2);
- 4) Find pursuant to Charter Section 371(e)(10), that the use of competitive bidding for the required professional, scientific, expert or technical services would be undesirable, impractical or impossible or is otherwise excused by common law and the Charter because several personal service contracts are required to provide the contracted services on an as-needed and occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed;
- 5) Find, in accordance with Charter Section 375, that it is in the best interest of RAP to prequalify contractors to be eligible to bid on projects for as-needed charter bus transportation services in order to expedite the solicitation and award of such services for projects on an as-needed basis in light of the significant number of projects for such services which are anticipated for the foreseeable future;
- 6) Find, in accordance with Charter Section 1022 and the Personnel Department's Contract Review Protocol, that RAP does not have available in its employ, personnel with sufficient time or necessary expertise to undertake charter bus transportation services in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with pre-qualified contractors to perform this work on an as-needed basis;
- 7) Find that RAP requires one or more on-call contractors to provide charter bus transportation services;
- 8) Find that the recommended contractors are experienced in providing charter bus transportation services economically and expediently to RAP, and are willing to perform such services, and it is in RAP's best interest to secure these services from these recommended contractors;

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- 9) Find that, pursuant to the letters written on September 30, 2025 and February 25, 2026, DOT authorized RAP to utilize their competitive bid process for charter bus transportation services (Attachment 3);
- 10) Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Contracts for each of the contractors to the City Attorney for approval as to form;
- 11) Authorize the Board President and Secretary to execute the Contracts upon receipt of the necessary approvals; and,
- 12) Authorize RAP Staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

The City of Los Angeles Department of Recreation and Parks (RAP) operates youth day camps for children ages 3 to 15 during spring, summer, and winter school breaks, serving thousands of participants each year. RAP provides bus transportation from numerous recreation facilities to various field trip destinations, ensuring safe and enriching experiences for youth.

RAP also provides transportation for seniors to attend cultural events and social gatherings, supporting their engagement and well-being. Bus services are essential to other RAP initiatives, including the PlayLA Program, Cabrillo Marine Aquarium, and Aquatics Learn-to-Swim Program. RAP requires ongoing charter bus services to ensure safe, efficient transportation for participants and staff.

The City's Charter Bus Program is administered by DOT and currently provides up to 1,400 bus trips per year to community groups, primarily for seniors, youths and individuals with disabilities. This service has been contracted out to private charter bus operators since the 1970s to provide safe, reliable and cost-effective service. The trips are typically requested through RAP and other agencies on a year-round basis, although the highest demand occurs during the summer. DOT released a Request for Qualifications (RFQ) in September 2024 for the selection of new contractors. RAP recommends the 11 vendors approved through DOT's procurement process. The attached DOT RFQ provides further detail on the procurement process (Attachment 2). The recommended contractors offer one or multiple bus types such as coach, transit, school buses and wheelchair accessible buses to provide trips to various clientele.

RAP has historically obtained charter bus transportation services through DOT's existing contracts, but RAP was recently advised that, going forward, it needs to establish its own bench of charter bus contractors.

FISCAL IMPACT

The award and execution of these proposed as-needed Contracts will have no immediate impact on RAP's General Fund as funding will be identified on a per project basis.

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This Report was prepared by Brenda Velasco, Management Analyst and reviewed by John Busby, Senior Management Analyst II.

LIST OF ATTACHMENTS

- 1) Form for Proposed Contract
- 2) LADOT Request for Qualifications NO. 216611 Released on September 4, 2024
- 3) Letters from LADOT dated September 30, 2025 and February 25, 2026

AGREEMENT NO. _____

BETWEEN

THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

AND

[CONTRACTOR]

FOR THE OPERATION OF THE

AS-NEEDED CHARTER BUS TRANSPORTATION SERVICES PROGRAM

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AGREEMENT NO. C-_____
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS
AND
[CONTRACTOR]
FOR THE OPERATION OF THE AS-NEEDED CHARTER BUS TRANSPORTATION SERVICES PROGRAM

THIS AGREEMENT (“Agreement” or “Contract”) between the City of Los Angeles (hereinafter referred to as the “City”), a municipal corporation, acting by and through the Los Angeles Department of Recreation and Parks (hereinafter referred to as “RAP”), and [CONTRACTOR], a [State, Company Type], (hereinafter referred to as the “Contractor”), having its principal offices in [Location], collectively referred to as “Parties” and individually referred to as “Party,” is made and entered into with reference to the following:

WITNESSETH

WHEREAS, the City is desirous of obtaining services to provide as-needed charter bus transportation services program for recreational, employment/training, and educational trips, hereinafter referred to as the “Charter Bus Program”; and

WHEREAS, the City performed the City of Los Angeles Charter §1022 review and outreach and determined the work could be performed more economically and feasibly by independent contractors who possess the requisite experience and expertise than by City employees; and

WHEREAS, on September 4, 2024, the City, through its Department of Transportation (hereinafter referred to as the “LADOT”), issued the As-Needed Charter Bus Transportation Services Request for Qualifications (RFQ) and its Exhibits, Forms, Appendices, Attachments, and Addendums (hereinafter collectively referred to as the “RFQ”), RAMP ID 216611, which are on file in LADOT and are incorporated herein by reference, in accordance with City Charter §372 seeking qualified firms to provide Charter Bus Services; and

WHEREAS, on October 17, 2024, the Contractor submitted a response to the RFQ, hereinafter referred to as the “Proposal,” which is incorporated herein by this reference; and

WHEREAS, the LADOT has determined that the Contractor possesses the requisite experience, expertise, management and technical competencies, and other assets necessary to provide the services requested; and

WHEREAS, the City has requested that the Contractor provide Charter Bus Program services and the Contractor has agreed to provide the services requested in the time and manner set forth in the RFQ and Proposal; and

WHEREAS, on XXXX, RAP requested use of the competitively bid contract with CONTRACTOR from LADOT; and

WHEREAS, on XXXX, LADOT approved RAP’S use of the procurement process through which XXXXXXXX awarded contract C-XXXX with CONTRACTOR.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties hereto agree as follows:

INTRODUCTIONS

1.1. Parties to the Agreement

The Parties to this Agreement are:

- 1.1.1. The City of Los Angeles, a municipal corporation, having its principal office at 100 South Main Street, 10th Floor, Los Angeles, California 90012.
- 1.1.2. The Contractor, known as [CONTRACTOR], a [State, Company Type], having its principal offices located at [Address], and having its branch office located at [Address].

2. REPRESENTATIVES OF THE PARTIES AND SERVICES OF NOTICES

The Representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

2.1. City of Los Angeles Representatives

- 2.1.1. The representatives of the City shall be, unless otherwise stated in this Agreement:

Jimmy Kim, General Manager
Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

With copies to:

Chinyere Stoneham, Assistant General Manager
Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012
Email: chinyere.stoneham@lacity.org

and

Attention: Juan Soto
Or Authorized Representative
City of Los Angeles
Department of Recreation & Parks
West Region Headquarters
2459 Motor Avenue, Los Angeles, CA 90064
(310) 202-2803

2.2. Contractor Representatives

2.2.1. The representative(s) of the Contractor shall be, unless otherwise stated in this Agreement:

[Name]
[CONTRACTOR]
[Street]
[City, State]
Telephone:
Email:

and

[Name]
[CONTRACTOR]
[Street]
[City, State]
Telephone:
Email:

2.3. Notices

Formal notices, demands, and communications to be given by either Party shall be made in writing (hardcopy or e-mail) and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of the mailing or emailing. Notice of breach of agreement, liquidated damages, or performance penalties, if any, will be sent via email.

2.4. Notice of Changes

If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

3. CONDITIONS PRECEDENT

3.1. Insurance Requirements

The Contractor shall comply at all times with all of the insurance requirements set forth in Form Gen. 146, of Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein. Required insurance shall be fully paid for, and evidence of such payment provided to the City upon the City's request, in advance of the signing of this Agreement. Moreover, insurance certificates shall include an Additional Insured Endorsement naming the City an additional insured completed by the Contractor's insurance company or its designee.

3.2. Business Tax Registration Certificate

The Contractor shall provide a Business Tax Registration Certificate (BTRC) number or an exemption number as proof of compliance with the City's business tax requirements set forth in Attachment A – City's Standard Provision for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein. During the Term of this Agreement the BTRC shall remain in force.

3.3. Required Facilities, Equipment, and Technology

The Contractor shall, prior to the commencement of services, have all facilities, equipment, and technology required for all necessary functions in place for the operation, administration, maintenance, and safety of the As-Needed Charter Bus Transportation Services Program, as required by this Agreement and detailed in Section 6.11 - Equipment and Facility.

3.3.1. Technology Requirements

The Contractor shall prior to the commencement of service, possess a computer with internet capabilities to access the Charter Bus Program reservation system, for communication, and transmission of reports and invoices.

3.4. Personnel Position and Task Report

Prior to the commencement of service, personnel reassignments, changes in the Contractor's proposed key project staff, hiring of new personnel, and discharge of any current personnel the Contractor shall submit Exhibit 1 - Personnel Position and Task Report, attached hereto and incorporated herein.

Subsequently, the Contractor shall submit the required Exhibit 1 - Personnel Position and Task Report each month to the City. The report shall include the following information:

- Name and position/title of all employees under this Agreement
- Percentage of involvement of all the employees under this Agreement
- The starting salary to be paid to all the employees under this Agreement

4. TERMS OF AGREEMENT

The Contractor shall perform the services herein indicated strictly in accordance with the terms and conditions of this Agreement.

4.1. Contract Period

This Agreement shall be in effect for three-years (3-years) from July 1, 2025, through June 30, 2028, unless otherwise terminated in accordance with the termination provisions set forth in Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]).

4.2. Funding Contingency

City obligations under this Agreement are contingent upon the ability of the City to obtain the funds from the funding agencies and the availability of City funds in this and subsequent fiscal year budgets to finance operating costs of this Agreement. The City may terminate this Agreement with at least sixty-days (60-days) notice if the City is unable, after using its bona fide best efforts, to obtain funding for this Agreement. This right to terminate is in addition to any other termination rights provided to the City in this Agreement, or as otherwise provided by federal, state, or local law.

4.3. Changes to Documentation

Changes to the foregoing documents affecting the performance of the Contractor under this Agreement shall receive City approval in writing before the Contractor may affect the change.

4.4. Agreement Assignment

This Agreement shall not be subcontracted or assigned by the Contractor, in whole or in part, to a substitute contractor, a successor in interest, or a purchaser of the current Contractor without the prior and expressed written consent of the City. Such consent, if granted, shall not relieve the Contractor of any responsibilities under this Agreement. If the City does not approve or grant permission to a subsequent contractor to assume the services outlined in this Agreement, then this Agreement will be terminated.

4.5. Ratification

The Contractor may have provided prior services to the City under the terms of an executed Agreement, which included a requirement to adhere to the City's Standard Provisions for City Contracts. To the extent that the Contractor provided services to the City prior to the execution of this Agreement, and the Contractor's services were performed in accordance with the terms and conditions of this Agreement, including the City's Standard Provisions for City Contracts, those services are hereby ratified.

5. NON-EXCLUSIVE

The City and the Contractor understand and agree this is a non-exclusive Agreement to provide services to the City and that the City reserves the right to enter into an agreement with other contractors/consultants to provide similar services during the term of this Agreement.

6. SCOPE OF WORK AND CONTRACTUAL RESPONSIBILITIES

6.1. Service Delivery

6.1.1. The Contractor shall operate bus services and related tasks in accordance with the City's operating policies, standards and procedures, and the terms and conditions specified as defined in this Agreement, the RFQ, all referenced attachments, forms, exhibits, addenda, and any Amendments to this Agreement. The Contractor shall also be responsible for operating in compliance with the governmental codes, regulations,

and directives applicable to such programs and as defined in this Agreement, the RFQ, all referenced attachments, forms, exhibits, addenda, and any Amendments to this Agreement.

6.1.2. All service to be operated as part of this contract shall be in compliance with the Americans with Disabilities Act (ADA) of 1990.

6.1.3. The City shall monitor the service in order to assess the performance of the Contractor in delivering the service. The City shall maintain the right to assess performance penalties against the Contractor, as set forth in Exhibit 5 - Performance Standards and Penalties, and based on the Contractor's failure to satisfactorily meet the established standards. These standards and performance penalties applicable thereto shall be charged as described in Exhibit 5.

6.1.4. Contractors shall be suspended from receiving trip requests if the City determines that the Contractor is not providing service according to Section 4 (Scope of Services) of the RFQ. The Contractor will receive written notice of suspension terms.

6.2. Service Description

The Contractor shall provide charter bus transportation ("Service") as directed by the City. The City provides service to groups that request and are approved for transportation assistance for recreational, educational, and cultural activities. Vehicle styles to be used include, but are not limited to, school buses, coach buses, transit buses, and wheelchair-accessible buses.

6.3. Bus Service Area

Service, also referred to as a trip, shall originate in the City of Los Angeles as shown on the map in Exhibit 2 - Charter Bus Service Area Map, attached hereto and incorporated herein. Trips taken within the Los Angeles, Orange, and Ventura Counties, including areas in Kern, Riverside, and San Bernardino Counties, will not incur additional charges, as shown in Exhibit 2- Charter Bus Service Area Map. The requesting group shall pay for trips with destinations outside of the service boundaries directly to the charter bus contractor five (5) business days prior to the trip, or the trip is subject to cancellation if payment is not provided.

6.4. Bus Service Hours

Bus service shall be available twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

6.5. Bus Types

The Contractor may provide some or all of the Charter Bus program vehicle types, as detailed in Form C-5 (Cost Proposal), attached hereto and incorporated herein.

6.5.1. Coach Buses may be used when the passengers are ambulatory adults. Coach Buses may only be used for children if a School Pupil Activity Bus (SPAB) driver is used.

Drivers with SPAB licenses shall be used when transporting children for school-related functions on coach and transit buses.

6.5.2. School Buses may be used for ambulatory adults and/or ambulatory school children. Drivers with SPAB licenses shall be used when transporting children for school related functions on coach and transit buses.

6.5.3. Transit Buses may be used for ambulatory adults. It may also be used for ambulatory adults and/or ambulatory school children if a SPAB driver is used. Drivers with SPAB licenses shall be used when transporting children for school-related functions on coach and transit buses.

6.5.4. Wheelchair Accessible Buses may be used when one or more wheelchair positions are needed.

6.5.5. The Contractor agrees to provide wheelchair accessible buses [more than four (4) positions per bus]. The Contractor shall ensure that all vehicles, vehicle equipment, and any other equipment necessary to provide this service shall be in excellent condition.

The Contractor shall ensure buses comply with the Americans with Disabilities Act (ADA) of 1990 and that all assigned drivers know how to operate the wheelchair lift or ramp. Drivers shall assist passengers with boarding, alighting, tie downs, and with lap belts if so requested by the passenger.

6.6. Bus Availability

School Buses

School Days: 9:00 AM to 2:00 PM and/or
5:00 PM to 9:00 PM
Saturdays: Anytime
Sundays and Holidays: 6:00 AM to 9:00 PM

Wheelchair Accessible School Buses

School Days: 9:00 AM to 1:30 PM and/or
5:00 PM to 9:00 PM
Saturdays: Anytime
Sundays and Holidays: 6:00 AM to 9:00 PM

Coach Buses

Any Day: 6:00 AM to 12:00 AM

Transit Buses

Any Day: 4:00 AM to 12:00 AM

6.7. RAP Charter Bus Coordinator

The RAP Charter Bus Coordinator and/or their designee(s) are the only persons authorized by RAP to approve, process, change, or cancel trip requests initiated by RAP. The Contractor will be provided with the RAP Charter Bus Coordinator's twenty-four (24) hour emergency response telephone number. RAP will notify the Contractor, in writing, if there is a change of the RAP Charter Bus Coordinator.

6.8. Request of Work from Contractors

The City, at its sole and absolute discretion, will determine if any work is needed and/or when it is available. The City cannot guarantee a minimum number of vehicles ordered from any single Contractor, and the proposed charter bus rates shall remain irrespective of the actual number of buses ordered by the City.

Contractors shall waive all claims against the City for damages or loss of any nature resulting from the City's failure to use the Contractor's services, including, but not limited to, lost profit.

6.9. Service Requests and Procedures

6.9.1. Service Area. All Charter Bus trips shall originate in the City of Los Angeles. Pickups outside of the City are permitted only if it is a one-way trip. Service shall start from and return to points within the service area designated by RAP. Trip pick-up locations shall originate anywhere within the City of Los Angeles, and the trip destinations may be anywhere within the eligible service areas, as shown in Exhibit 2 - Charter Bus Service Area Map. For trips outside of the service area, the requesting group will be charged an added fee, as referenced in Exhibit 2 - Charter Bus Service Area Map.

6.9.2. Technology. The Contractor shall possess, acquire, and maintain the latest computer technology and internet access capabilities throughout the term of this Agreement. The City requires extensive technology capabilities of computer hardware and software, high-speed internet access, Wi-Fi technology, 5G cellular (or better), and data service. The Contractor shall, at a minimum, access/interface, enter, upload reports/data, monitor, summarize, generate reports or otherwise handle and interact with the City's various technology platforms. The City requires that all invoices and drivers' trip logs be electronically submitted on a biweekly basis to the RAP Charter Bus Coordinator. The internet is also required to access the Charter Bus Program reservation system.

6.9.3. Charter Bus Reservation System. RAP Charter Bus operations works primarily from the LADOT web-based reservations system (<http://lacitycharterbus.com>), for reservations and/or trip notifications, but still involves some telephone calls, email, regular mail, and as-needed meetings with the City. In compliance with Proposition A requirements, all confirmed charter bus trips are listed in the Los Angeles Charter Bus Program website for the public to view. The City will provide initial training to appropriate Contractor staff. After initial training, further training shall be provided by the Contractor.

6.9.4. The Contractor's bus drivers shall remain with groups from initial pickup to the final drop-off, unless the trip, as determined by RAP, at its sole discretion, is set up as a split trip. The City will inform the Contractor of split trips. A split trip is considered two separate trips. The first trip takes the group to their destination and the second trip returns the group to their place of origin.

The Contractor shall provide charter bus transportation as directed by the City, which may include multiple pick-up and destination locations in a single booked trip.

6.9.5. Trip Request Confirmation. During RAP normal business hours, Monday through Friday, from 8:00 a.m. to 4:30 p.m., the Contractor shall confirm the availability and accept or decline the trip within twelve (12) hours of the City's request. The City's request will include trip date, pickup and return times, pickup location(s), destination(s), the type of and number of buses needed, and whether the trip is a split trip.

6.9.6. Trip Request Submission. This section is intentionally left blank.

6.9.7. Trip Modification and Cancellation. This section is intentionally left blank.

6.9.8. Late Trip Acceptance. This section is intentionally left blank.

6.9.9. Unauthorized Trip Request. The Contractor shall not accept Charter Bus Program trip reservations directly from the requesting groups outside of the City's Charter Bus web portal. Buses reserved in this manner will be ineligible for City reimbursement due to pre-arrangements between requesting groups and the Contractor. The RAP Charter Bus Coordinator and/or their designee(s) are the only persons authorized by the City to request work from Contractors.

6.9.10. Unauthorized Changes. The Contractor shall not make changes to trips unless the changes are requested directly by the RAP Charter Bus Coordinator or the requesting City Department.

6.9.11. SPAB Driver. The Contractor agrees to perform School Pupil Activity Bus (SPAB) trips, which are or identified as a school activity, function, or school-sponsored trip, the Contractor shall ensure that all chartered buses and all assigned drivers are SPAB-certified.

6.9.12. Wheelchair Accessible Buses (ADA Buses). To provide wheelchair accessible buses for this Service, the Contractor shall inspect, maintain, and repair wheelchair lifts or ramps to assure safe and proper operation and to ensure ADA compliance. Prior to each trip, the Contractor shall ensure that wheelchair lifts or ramps shall be fully operational.

6.9.13. The Contractor shall promptly notify the RAP Charter Bus Coordinator or designee and request guidance when: (1) Contractor's employees are made aware of an occurrence, change in itinerary, or other fact that, if known to the City, might affect the group's permission to use the service; (2) Contractor learns of an existing or

potential threat to the safety and security of the passengers, public and/or driver; or (3) Contractor gains information that may reduce or increase the fees chargeable to the City for the service. Examples include, but are not limited to:

- If a group cancels with the Contractor prior to the trip or at the pickup location.
- If a group is able to complete their trip using fewer buses than originally requested.
- If group payment, as noted by the City on the confirmation form, is not paid to the Contractor prior to group boarding the bus.
- If continuing with the trip will jeopardize the safety of the passengers and/or the general public.
- If any illegal substances are discovered on board the bus.
- If there are any other reasons requested by the RAP Charter Bus Coordinator during the term of the Contract.

If the Contractor fails to adhere to the notification requirements, the Contractor may be subject to penalties as detailed in Exhibit 5 - Performance Standards and Penalties.

6.9.14. Delay Notification. Whenever the Contractor receives notice or has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of service to be provided, the Contractor shall immediately notify the RAP Charter Bus Coordinator or give notice to City staff that has been identified by the RAP Charter Bus Coordinator via telephone. The Contractor shall consult with the City to determine the best method or course of action to alleviate or avoid such delay and shall take such action thereafter in this matter as directed by the RAP Charter Bus Coordinator. If the Contractor fails to adhere to the notification requirements, the Contractor may be subject to penalties as detailed in Exhibit 5 - Performance Standards and Penalties.

6.10. Communications

6.10.1. Vehicle Communication. The Contractor shall provide mobile phones or two-way radio communication equipment for all vehicles utilized in this Service. The communication equipment used shall provide complete coverage throughout the Service Area for all vehicles used in Service. The Contractor shall provide onboard technology, such as a global positioning system (GPS), with real time location information accessible to the dispatcher.

The Contractor shall provide the necessary communication equipment for a base station and a sufficient number of "repeater stations" to permit uninterrupted communication between the dispatch center and vehicles while in Service. The Contractor shall be responsible for proper maintenance of said equipment on all vehicles and shall comply with all applicable Federal statutes and regulations in connection with such use.

The Contractor shall be responsible for licensing of radio communication equipment. Citizen's Band communication equipment is not acceptable.

6.10.2. Live Dispatch. The Contractor shall have a live dispatch service operating during normal business hours, Monday through Friday, from 8:00 a.m. to 4:30 p.m., and be available by telephone before and after normal business hours including weekends and holidays. The Contractor shall maintain a twenty-four-hour (24-hour) emergency contact system that utilizes a cell phone number, management telephone tree, or other means to contact a manager twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The Contractor shall respond to the RAP Charter Bus Coordinator within thirty (30) minutes of the initial call, including during non-business hours. This point of contact shall be able to address all operational issues in case of an emergency.

The Contractor shall provide the RAP Charter Bus Coordinator with information on how to contact a manager through the emergency contact system before service begins. Additionally, the Contractor shall provide the RAP Charter Bus Coordinator access to real-time location information such as a global positioning system (GPS).

6.10.3. The Contractor shall maintain internet access and valid email address throughout the term of this Agreement. The Contractor shall, prior to the commencement of service, provide an email address to the RAP Charter Bus Coordinator and office personnel before the service begins.

6.11. Equipment and Facility

6.11.1. Facilities. Prior to the commencement of service, the Contractor shall have an adequate facility for supporting the operation required for all necessary functions in place for the operation, administration, maintenance, repairs, and safety required by this agreement. Such facilities are subject to the inspection and approval of the City.

6.11.2. Facility Equipment. Prior to the commencement of service, the Contractor shall have an adequate facility for supporting the operation and maintenance of bus services provided under this contract. The maintenance area will be fully equipped with all equipment required to maintain all vehicles in accordance with the specifications and manufacturer's warranty and PM programs. The facility shall be equipped with all necessary upgrades/improvements to safely fuel, operate, and maintain vehicles.

6.11.3. OSHA Compliance. The Contractor will be responsible for obtaining and complying with all required building, occupancy, or other governmental permits and shall abide by OSHA safety standards.

6.11.4. Bus Maintenance. All buses used in service shall be maintained by the Contractor, at a minimum the bus manufacturer's recommended preventive maintenance program, as well as applicable Federal and State regulations, and be safe for operation on public roads, streets, and freeways.

6.11.5. Vehicle Parts. All parts of the vehicle and all equipment mounted on or in buses shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13.

6.11.6. Towing. In the event that towing of any Service bus is required due to mechanical failure, damage, or any other reason, the Contractor shall bear all cost. The Contractor shall comply with applicable towing requirements.

6.11.7. Registration and Licenses. The Contractor shall ensure that registration and licenses required to operate the buses on public roads and streets are current. The Contractor shall bear all costs associated in obtaining the required registration and licenses.

6.12. Personnel

6.12.1. The Contractor is solely responsible for maintaining an adequate quality labor force, and for the satisfactory work performance of all employees as defined in this Agreement, the RFQ, all referenced attachments, forms, exhibits, addenda, and any Amendments to this Agreement, or any reasonable performance standard established by the City. The Contractor shall provide a list of key project staff and qualifications for each key position, refer to Exhibit 1 - Personnel Position and Task Report, attached hereto and incorporated herein.

6.12.2. The Contractor is required to provide certain compensation and benefit levels for its employees throughout the duration of this Agreement, as required by the Living Wage Ordinance and Service Contract Worker Retention Ordinance, in Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]). The Contractor shall be subject to the provisions of the City's Worker Retention Ordinance.

6.12.3. The City shall be notified in writing of new hires or reassignments of key project personnel. The City reserves the right to approve any and all changes to the Contractor's proposed key project staff, refer to see Exhibit 1 - Personnel Position and Task Report.

6.12.4. The Contractor shall be responsible for the recruitment, selection, controlled substance and alcohol testing, screening, training, scheduling, supervision, discipline, termination, and all other functions with regard to personnel.

6.12.5. The Contractor shall employ a sufficient number of properly licensed and qualified bus operators to provide the service. Bus operators shall be trained in a manner that conforms to all Federal, State, and local laws; assures safe and reliable service; provides sensitivity toward persons with disabilities; and renders knowledge of Service procedures. Bus operators shall be required to wear suitable uniforms and be professional, well groomed, and courteous. Bus operators shall assist passengers confined to wheelchairs in boarding and alighting all buses, assist with tie downs, and assist with securing lap belts, or if so requested by the passenger.

6.12.6. All Contractor personnel assigned to the Service shall be knowledgeable about the Service and maintain a professional, courteous attitude. All employees involved with the project shall be trained in areas including, but not limited to, operational procedures relating to their functions and techniques for interacting with the public.

6.12.7. The Contractor shall be responsible for notifying the City regarding any changes in proposed personnel duties or hours that deviate from the Contractor's proposal. Personnel changes include the following positions: project manager, assistant project manager, maintenance manager, safety and training manager, operations supervisors, field supervisors, data managers, training and safety coordinators and dispatchers. The Contractor shall also submit Exhibit 1 - Personnel Position and Task Report quarterly to the RAP Charter Bus Program Coordinator, in order to update any modifications from the Contractor's proposal. The City reserves the right to approve any and all changes in the proposed personnel duties or hours per this Agreement.

6.13. Responsibilities of the Contractor

6.13.1. The Contractor shall operate the Service subject only to the general policies and direction of the City with regard to management and operations and to the provisions and requirements herein. The Contractor shall do all things including, but not limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, assigned drivers, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of buses and equipment; and providing all bus operators, facilities, equipment, parts, and supplies required in the operation of the Service, unless specifically identified to be contributed by the City.

6.13.2. The Contractor, in the performance of this Agreement, shall comply with all Federal, State, and Local laws and regulations, including any and all contained within the California Vehicle Code. The Contractor's failure to comply may be grounds for terminating and/or suspending this Agreement.

6.13.3. The Contractor shall conduct pre-employment DMV checks of all bus operators and mechanical personnel, including independent contractors or subcontracted employees to be hired for service. The Contractor shall perform a background check on all applicants for bus operator and shall reject any applicant who has been convicted of any felony charge, which would affect the applicant's ability to perform as a bus operator for this service. It is the responsibility of the Contractor that drivers' permits are always current.

6.13.4. The Contractor shall hold a valid charter license or certificate (TCP-B) issued by the California Public Utilities Commission (CPUC) at all times during the period of this Agreement. The Contractor shall notify the City within one (1) hour of the loss of a valid charter certificate. If CPUC revokes the Contractor's license or certificate, the Contractor's buses shall immediately discontinue operations under this Agreement until the Contractor is able to reobtain and show proof of a valid charter license or certificate issued by the CPUC.

6.13.5. The Contractor shall ensure that bus operators have a valid California Class II or Class B (with appropriate endorsements including Tour Bus and/or SPAB), Driver's License and Medical Examination Certificate, as well as any other licenses required by applicable Federal, State, and Local regulations, including operator's permits issued by the CPUC.

- 6.13.6.** The Contractor shall join the Employer Pull Notice Program, whereby the Contractor is notified of any activity on a vehicle operator's or mechanical staff's driving record. Any service vehicle operator or mechanical staff exceeding the California Department of Motor Vehicle (DMV) point system, or with a revoked or suspended license, shall not be allowed to operate a Service vehicle. The Contractor shall review California DMV records (Pull Notice Program) at least every six (6) months, beginning at the start of Service, for accidents, Vehicle Code (VC) violations, and valid driver's licenses of those employees whose job requires them to operate any Service vehicle. The Contractor shall notify the City within five (5) business days of the results of said checks and corrective actions taken, if any.
- 6.13.7.** The Contractor shall maintain a "Satisfactory" California Highway Patrol Safety Compliance Inspections (or pass all re-inspections and provide proof to the City) of the Contractor's terminal facilities throughout the term of this Agreement. If the Contractor receives an "Unsatisfactory" rating from the California Highway Patrol (CHP), the Contractor shall notify the RAP Charter Bus Coordinator within one (1) hour of receipt of the rating. The Contractor shall email the RAP Charter Bus Coordinator a copy of the CHP report with its findings and recommended corrective measures within twenty-four (24) hours of the inspection. The City, at its sole discretion, reserves the right to terminate and/or suspend this Agreement until safety deficiencies are corrected. The Contractor shall not seek additional compensation of any costs incurred to meet the requirements in this section from the City.
- 6.13.8.** If the Contractor received an unsatisfactory rating from the CHP, the Contractor shall provide a copy of the CHP report to the City and indicate what action is being pursued and submitted to the city within ten (10) working days of the CHP inspection. A performance penalty of one thousand dollars (\$1,000) shall be assessed for failure to pass a CHP facilities or terminals inspection with a satisfactory rating (detailed in Exhibit 5 - Performance Standards and Penalties).
- 6.13.9.** Failure to pass a CHP terminal facilities or terminals inspection on three (3) occasions during the term of this Agreement, with at least a satisfactory rating, shall deem the Contractor to be in non-compliance with this Agreement and may result in contract termination.
- 6.13.10.** To be reinstated as a Contractor under the terms of this Agreement, the Contractor shall obtain a satisfactory terminal rating by the CHP and maintain the status for a period of one (1) year, then be re-inspected by the CHP and receive a satisfactory rating a second time to prove they have maintained that status.
- 6.13.11.** Upon completion of a CHP terminal inspection, the Contractor shall immediately notify the City in writing and mail it to:

Los Angeles Department of Recreation and Parks
Attention: Charter Bus Program Coordinator
Or Authorized Representative
2459 Motor Avenue

- 6.13.12. CHP Motor Carrier Safety Regulations.** The Contractor shall comply with the California Highway Patrol (CHP) Motor Carrier Safety Regulations. Each service vehicle shall be inspected annually by the CPUC or by the CHP. The RAP Charter Bus Coordinator shall be immediately notified of inspections performed by a governmental agency other than the City. The results of inspections shall be provided to the RAP Charter Bus Coordinator within twenty-four (24) hours, and any applicable signed certification shall be displayed and/or carried on the vehicles, as required by law.
- 6.13.13.** If the Contractor receives a citation for smoke from the California Air Resources Board (CARB), South Coast Air Quality Management District (SCAQMD), the CHP, or other governmental agency authorized to issue such citation, the Contractor shall be liable for the citation, in addition to a performance penalty of five hundred dollars (\$500) per occurrence (see Exhibit 5 - Performance Standards and Penalties).

6.14. Inspections

- 6.14.1.** The City, at its sole discretion, may request inspections to be performed by the Contractor and/or City to ensure the Contractor's fleet vehicles and the Contractor's facilities are fulfilling the requirements of this Agreement. The Contractor shall cooperate with the RAP Charter Bus Coordinator to facilitate any and all requested inspections.
- 6.14.2.** The City may conduct periodic inspections of the work location(s) including yards and administration facilities, as deemed necessary by the RAP Charter Bus Coordinator.

6.15. Controlled Substance and Alcohol Testing

The Contractor shall implement the Controlled Substance and Alcohol Testing Program, as specified in Exhibit 3 - Controlled Substance and Alcohol Testing Program, attached hereto and incorporated herein, as required by rules and regulations issued by the United States Department of Recreation and Parks and described in Title 49, Code of Federal Regulations (CFR), Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," to the extent applicable.

The Contractor's controlled substance and alcohol testing policies may supersede policies specified in Exhibit 3 - Controlled Substance and Alcohol Testing Program only when the Contractor provides satisfactory documentation to the RAP Charter Bus Coordinator that the Contractor's controlled substance and alcohol testing policies are more stringent than those policies shown in Exhibit 3 - Controlled Substance and Alcohol Testing Program. The City will not indemnify the Contractor for disciplinary actions imposed that exceed those specified in Exhibit 3 - Controlled Substance and Alcohol Testing Program.

The Contractor shall report results of the random controlled substance and alcohol testing and other associated tests to the City on a quarterly basis by reporting the results on Exhibit

3 - Controlled Substance and Alcohol Testing Program. Such reports shall be submitted to the City within fifteen (15) calendar days after the end of each quarter.

6.16. Submission of Reports

- 6.16.1.** Required communication, and reports, identified in this Agreement, shall be submitted via email to the RAP Charter Bus Coordinator. Hard copies may be mailed or hand delivered at Contractor's discretion. All of the Contractor's reports (even items transmitted by mail or personally delivered) shall also be transmitted to the City electronically to Juan.Soto@lacity.org or authorized representative.
- 6.16.2.** The Contractor shall submit, on-time, accurate and fully completed, all required Contractor reports as specified by the City. Failure to do so shall result in a performance penalty of one hundred dollars (\$100) per day for each day a report is overdue (see Exhibit 5 - Performance Standards and Penalties).
- 6.16.3.** If the City determines that a Contractor has intentionally not submitted a required report to the City on schedule, or has submitted inaccurate information to the City in order to avoid a performance penalty, a performance penalty of one thousand dollars (\$1,000) will be assessed and this Agreement may be terminated due to non-compliance (see Exhibit 5 - Performance Standards and Penalties).
- 6.16.4. Personnel Position and Task Report.** The Contractor shall submit Exhibit 1 - Personnel Position and Task Report quarterly to the City, in order to update any modifications from the Contractor's proposal. The City reserves the right to approve any and all changes to the Contractor's personnel duties or hours per this Agreement.
- 6.16.5. Complaints.** The Contractor shall, upon request by the RAP Charter Bus Coordinator, provide reports regarding vehicle conditions, complaints (submitted on Exhibit 4 - Complaint Form, attached hereto and incorporated herein), or other relevant information pertaining to the Service, within twenty-four (24) hours. The Contractor shall not seek payment for any costs incurred to meet the requirements in this Section.

6.17. Special Safety Requirements

- 6.17.1.** All operators furnished and/or employed by the Contractor shall observe all applicable State of California Division of Occupational Safety and Health (Cal/OSHA) and the LADOT safety requirements while at City job sites, facilities, or yards.
- 6.17.2.** Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
- 6.17.3.** The Contractor shall inspect and identify any condition that renders any portion of the premises unsafe. The Contractor shall notify the RAP Charter Bus Coordinator, via the RAP 24-Hour Duty Line (213-833-8393), line, when a condition threatens imminent injury to the public or damage to property. The Contractor shall be responsible for securing any unsafe areas by using barricades or traffic cones to alert the public to the existence of hazards, and to protect members of the public or others

from injury. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the RAP Charter Bus Coordinator within twenty-four (24) hours of the occurrence.

6.18. Utilities

The City will not provide utilities.

6.19. Storage Facilities

The City will not provide storage facilities for the Contractor.

6.20. Piggyback Contracts

The Operation of the As-Needed Charter Bus Transportation Services Program Agreement allows the opportunity for other City Departments to piggyback and enter in their own agreement with the Contractor. Should other City Departments wish to exercise this option, it is requested that they contact the LADOT Department Contract Coordinator.

6.21. Other City Departments Use of LADOT Contracted Rates

Charter Bus services used by other City Departments are responsible for coordinating and securing trips independently of the LADOT Charter Bus staff. For trips initiated and scheduled by other City Departments and/or funded outside the LADOT Charter Bus program, the Contractor shall communicate directly with the requesting City Department. Compensation for services provided shall be in paid accordance with the agreed contracted rates.

7. CONTRACTOR STATUS/SUBCONTRACTORS

7.1. In rendering service hereunder, the Contractor shall be and remain an independent Contractor. It is expressly understood and acknowledged by the Parties hereto that any amounts payable hereunder shall be paid in gross amount, without reduction for any federal or state withholding or other payroll taxes, or any other governmental taxes or charges. The Contractor is responsible for assuming and remitting any applicable federal or state withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, or any other fees or expenses whatsoever.

7.2. The Contractor shall refrain from any action that would create or tend to create obligations, expressed or implied, on behalf of the City, it being understood that the Contractor is not and shall not be the legal representative or agent of the City and that the Contractor shall not be authorized to make any promise, warranty or representation except as specifically provided for in this Agreement or as otherwise agreed to in writing between the Parties.

7.3. Nothing contained in this Agreement or any specifications of this Agreement shall be construed as creating a contractual relationship between any subcontractor and the City of any obligation on the part of the City to pay, or be responsible for the payment of any sums to the subcontractors.

- 7.4.** The Contractor shall be solely responsible for payment of all employees' wages and benefits and subcontractor's costs. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, workers' compensation, employment insurance, and Social Security. The Contractor shall defend, indemnify, and hold the City harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices. The City shall have the right to demand removal of any personnel furnished by the Contractor from the project, with reasonable cause as determined by the City. The City shall have no liability to any subcontractor(s) for payment for service under this Agreement or other work performed for the Contractor or any subcontract entered into by the Contractor pursuant to the conduct of service under this Agreement. It shall be duly noted.
- 7.5.** The Contractor, its employees, its subcontractors, and its subcontractors' employees, and other sub-recipients, and any other sub-recipients' employees that participate in this Agreement will not: (1) Engage in severe forms of trafficking of persons during the period of time that this Agreement or resulting agreements are in effect; (2) Procure a commercial sex act during the period of time that this Agreement or resulting agreements are in effect; or (3) Use forced labor in the performance of this Agreement or any sub-agreements.

8. PERFORMANCE STANDARDS & PENALTIES

8.1. Performance Standards

8.1.1. The Contractor shall abide by the performance standards in accordance with Exhibit 5 - Performance Standards and Penalties, attached hereto and incorporated herein. The failure of the City to insist upon strict performance by the Contractor of any provision described within this Agreement in any one or more instances shall not constitute a waiver of such provision by the City nor shall, as a result, the City relinquish any rights, which it may have under this Agreement.

8.1.2. The City has established the following service performance standards to measure the Contractor's performance, set levels of standards and/or expectations, and impose compliance with the requirements and provisions in order to assess the performance of the Contractor in delivering these services. The City reserves the right to modify performance standards criteria, as the City deems necessary.

8.2. Performance Penalties

8.2.1. The City reserves the right to impose performance penalties on the Contractor in the amounts described in Exhibit 5 - Performance Standards and Penalties, attached hereto and incorporated herein, should the Contractor fail to satisfactorily meet the established standards. Performance penalties applicable thereto, shall include the performance criteria defined within this Agreement and be charged based upon non-compliance with the standards report by the City Charter Bus Program Coordinator. The City reserves the right to modify performance penalties criteria, as the City deems necessary.

8.2.2. The Contractor shall receive written notice from the City of intent to assess performance penalties and the Contractor shall be provided an opportunity to present written material in answer thereto within ten (10) days after receipt of written notice.

8.2.3. All performance penalties shall be assessed against the Contractor and shall be deducted from monthly invoices. Circumstances beyond the control of the Contractor, causing the Contractor to fail to comply with the performance requirements, as described in this Agreement, will be considered as a just cause and the City will not assess performance penalties against the Contractor.

9. COMPENSATION AND INVOICING

9.1. Payment

9.1.1. The City shall pay the Contractor for City approved work described in the Agreement based on the costs contained in Form C-5 - Cost Proposal, attached hereto and incorporated herein.

9.1.2. The City shall pay the Contractor for the satisfactory performance of the terms and conditions of this Agreement. While this Agreement does not have a contract ceiling, under no circumstances shall the Contractor be paid any amount in excess of the annual amount approved by the Los Angeles City Council for all combined awarded Agreements for the As-Needed Charter Bus Transportation Service Program.

9.1.2.1. The City shall have no liability to any subcontractor(s) for payment of service under this Agreement or other work performed for the Contractor pursuant to the conduct of service under this Agreement. It shall be duly noted.

9.1.3. Contractor's Rates. The Contractor's rate(s) (hourly, monthly, etc.) for chargeable services to the City shall include all administrative costs, labor costs, supervision, material costs, fuel costs, transportation costs, taxes, licensing and certification costs, equipment costs, and supplies, unless stated otherwise in this Agreement.

9.1.4. Chargeable Services to the City

9.1.4.1. Regular Trips. Regular trips begin from the initial point of pickup, travel to the destination, and end at the point of return. All regular trips will be billed in accordance to the costs contained in Form C-5 - Cost Proposal.

9.1.4.2. Split Trips. Split trips begin from the point of pickup, travel to the destination drop-off point, wait until the scheduled destination pickup, then return back to the point of origin or another specified location. During split trips, there will be a break in service at no charge to the City. All split trips will be billed in accordance to the costs contained in Form C-5 - Cost Proposal.

9.2. Submittal of Invoices

- 9.2.1.** The Contractor shall maintain all project records as requested by the City. The Contractor shall submit invoices within sixty (60) days of the date the approved work is performed. Invoices for payment of services shall document all charges and fees and be prepared in such form and supported by such copies of invoices, payrolls, and other documents as may be required by the City and RAP to establish the charges are “allowable.” Invoices shall be task-specific and organized by the type of task.
- 9.2.2.** The Contractor shall submit invoices within sixty (60) days in arrears to the City. Invoices shall include documents supporting all charges and eligible expenses incurred by the Contractor. The City reserves the right to reject late invoices and/or impose additional requirements/documentations.
- 9.2.3.** The City shall review all invoices and supporting documents for approval and accuracy. The City agrees to pay undisputed invoices within thirty (30) days upon receipt of invoices. If invoices are disputed, the City has the right to require additional evidence to determine the validity and accuracy of all invoices. The City has the right to withhold any and all payments to the Contractor until such evidence is received and the City accepts the corrections.
- 9.2.4.** The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.
- 9.2.5.** Payments to the Contractor may be withheld by the City if the Contractor fails to materially comply with the provisions of this Agreement.
- 9.2.6.** For services provided under this Agreement, the Contractor will be paid by the City for the approved services provided and reimbursable items as outlined in the terms of this Agreement within thirty (30) calendar days after receipt and approval of the Contractor’s invoices to the City.
- 9.2.7.** The Contractor shall submit invoices by mail and email to the RAP Charter Bus Coordinator or authorized representative:

City of Los Angeles
Los Angeles Department of Recreation and Parks
Attention: Juan Soto
Or Authorized Representative
221 N. Figueroa Street, Suite 200
Los Angeles, CA 90012
Email: Juan.Soto@lacity.org

All invoices for City approved services, tasks, and/or deliverables shall also include the following information for payments to be processed:

- a. Name and address of the Contractor
- b. Name and address of City Department being billed
- c. Date of the invoice and period covered
- d. Agreement number
- e. Project name
- f. Remittance address
- g. Description of the services, tasks, and/or deliverables during the billing period
- h. Amount of the invoice
- i. Certification by a duly authorized officer
- j. Evidence the services, tasks, and/or deliverables have been completed shall be attached to the invoice
- k. Other additional information as requested by the City or RAP

9.2.8. The City or RAP may request in writing, changes to the content and format of the invoice and supporting documentation at any time. The City or RAP reserves the right to request additional supporting documentation to substantiate costs at any time.

9.2.9. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice preparation.

9.3. Electronic Payables (ePayables) for Service Vendors

As part of the City's ongoing effort to streamline the payment process and with the successful outcome of the Electronic Payables (ePayables) payment method for the Commodity vendors, the City Controller's Office is offering this payment method to the City service contractors. The City partnered with VISA and US Bank to make ePayables available to the City contractors. City contractors participating in ePayables are paid electronically for goods and services provided to the City through VISA's Commercial Credit Card Program and US Bank's Payment Plus program. ePayables accelerate the City payment process, as well as reduce the cost of processing check transactions. Additional benefits include real-time notifications to the Contractor and remittance details to support each payment made by the City. This payment option will be available to the Contractor for services provided under this Agreement.

9.3.1. Enrollment in ePayables

- 9.3.1.1.** Should the Contractor currently accept credit card payments; the Contractor can begin this new payment arrangement by completing the below information (including multiple remittance addresses as appropriate) and send it to the City Charter Bus Program Coordinator to initiate the enrollment process.

Company Name

Remittance Address, City, State, and ZIP Code

Contact Name, Title, Phone number, and Remittance email(s)*

CVV2** Required

* This is either a Receivable Department email(s) or the designated person to process card transaction payments.

** The CVV2 is the 3-digit security code shown on the back of the VISA card. Merchants use this code to verify that the VISA card is in the possession of the authorized user.

9.3.1.2. If the Contractor is not currently set up with a merchant account to arrange for basic VISA Card acceptance, the Contractor should contact their corporate banking service provider or contact the City's preferred credit card service provider, Elavon. Elavon is a bank card acquirer that specializes in business-to-business transaction processing. The Contractor can reach an Elavon Account Manager at (800)707-6122. Once the Contractor completes this step, the Contractor should contact the CITY Project Manager to complete the remaining steps, as noted above.

9.3.2. Associated Processing Fees

The standard processing fees administered by the Contractor's merchant acquiring bank will apply. The City encourages the Contractor to review their merchant account agreement and discuss ways to achieve the most favorable rates with their bank. Additional programs may be available to help reduce these fees based on the transaction size, level of data provided, and frequency of transactions processed.

9.3.3. ePayables Procedures

The Contractor shall submit the required documentation and invoices to the City's Project Manager. Upon invoice approval, the Office of the Controller enters the documents into the City's Financial Management System, where final payment approval and payment disbursement are approved.

The Contractor will receive an automated email notification for each payment. The email contains a link to a secure web portal where the Contractor will obtain a unique single-use VISA Credit Card account number, the amount to charge, and other pertinent details of the transaction required to process and reconcile the payment. The credit card account number will change with each payment. The Contractor shall include the appropriate invoice numbers when processing the transaction.

9.3.4. Procedures to Unenroll in ePayables

All ePayables Contractor payments default to EPAY. If the ePayables CONTRACTOR later decides they want to get paid using another payment method other than EPAY, the City must change the disbursement category and format to the appropriate codes for the new payment method. These codes will need to be changed back if the Contractor later decides to switch back to EPAY. The Contractor shall provide

advanced notice of payment method changes to ensure the codes get updated before the Contractor's next payment disbursement.

9.3.5. ePayables CITY Contact Information

For questions about the ePayables program and enrollment, please contact Tori Orellana at (213) 978-7300 or via email at Victoria.Orellana@lacity.org.

10. DOCUMENTS, RECORDS, AND AUDITS

10.1. Audits and Inspections of Records

- 10.1.1.** During the term of this Agreement, the Contractor shall comply with the Retention of Records, Audits, and Reports sections set forth in Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein. In addition, the Contractor shall comply with the following subsections:
- 10.1.2.** The Contractor agrees that the City, or any of its duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payroll, and other data and records, with regard to the project, and to audit the books, records, and accounts with regard to the project.
- 10.1.3.** It is agreed that examination of books, inventory logs, records, timesheets and payroll records, reports, accounts, trip logs, drivers' time sheets, contracts, invoices, materials, records of personnel, conditions of employment, and other statistical data of the Contractor, relating to all matters covered by this Agreement, shall be made in accordance with generally accepted auditing standards applicable in the circumstances and that as such, said examinations do not require a detailed audit of all transactions. Testing and sampling methods may be used in verifying invoices and related reports submitted by the Contractor. Deficiencies ascertained by the use of such testing and sampling methods by applying the "percentage of error" obtained from such testing and sampling to the entire period of reporting under examination will be binding on the Contractor and to that end shall be admissible in court to prove any amounts due to the City from the Contractor. This shall not prevent the Contractor from producing all actual records and figures in court to rebut the sampling method. The City shall then conduct an audit of all records for the audit period. In the event any deficiency in the amount of five percent (5%) or greater of the compensation payable to the City hereunder is ascertained, the Contractor agrees to pay the City for the entire cost of the audit as well as any other deficiencies, payments, performance penalties, and liquidated damages due under this or any other provision of this Agreement within thirty (30) days of receipt of the City's billing.
- 10.1.4.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for examination all necessary records with regard to the service provision, start-up, and capital purchase costs. The City shall have the authority to audit, examine, and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls, records

of personnel, conditions of employment, and other statistical data relating to all matters covered by this Agreement.

- 10.1.5.** The City reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted, controlled, or advanced in any way, however tangible or intangible. Such sites may include the home office, any branch office, or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Agreement. The City auditors shall be provided with adequate and appropriate workspace in order to conduct audits and shall be allowed to interview any employees of the Contractor. It is the responsibility of the Contractor to ensure the cooperation of all employees with any procedure pertaining to the audit.
- 10.1.6.** All project records prepared by the Contractor shall be owned by the City and be made available to the City at no additional charge. The City may elect to authorize representatives of other project funding partners to inspect, audit and analyze the records of the Contractor in operating this service, preparing the bid for this service, or of the operation of any similar service.
- 10.1.7.** The City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, and/or equipment authorized by this Agreement.
- 10.1.8.** When a fiscal or special audit determines that the Contractor has received payments from the City, which are questionable under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned items prior to the City's final audit report.
- 10.1.9.** If such audit finds that the City's dollar liability for such service is less than payments made by the City to Contractor, then Contractor agrees that the difference shall be either:
 - a. Repaid forthwith by Contractor to City by cash payment, or
 - b. At RAP's General Manager's option, deducted against any future payments hereunder to Contractor.
- 10.1.10.** If such audit finds that City's monetary liability for service is more than payments hereunder to Contractor, then the difference shall be paid to Contractor by the City, provided that such payment shall not exceed the maximum obligation as set forth in the Agreement.
- 10.1.11.** The City shall determine any amount to be paid to the Contractor during the period of audit. The City has the authority to withhold funds pending a final determination by the City of questioned expenditures to the City.

10.2. Maintenance of Records

- 10.2.1.** The Contractor shall maintain records for expenditures incurred directly or indirectly under this Agreement as it relates to the provisions of service, start-up costs, or purchase of capital equipment authorized under this Agreement. Documentation shall include, but not be limited to, time cards, invoices, and any other documents pertinent to the capital and/or start-up expenditures. A record of such expenditures by line item shall be maintained in a file and be made available for examination in accordance with this Agreement. Records, in their original form, shall be maintained in accordance with requirements covered by this Agreement and in support of service provision, start-up, capital expenditure, quarterly, monthly, daily statistical reports. Such records shall be retained for a period of five (5) years after termination of this Agreement if all other pending matters are closed. "Pending matters" include, but are not limited to, an audit, litigation, or other action involving the records. The City may, at its discretion, take possession and retain said records.
- 10.2.2.** Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within Los Angeles County unless authorization to remove them is granted in writing by the City.
- 10.2.3.** The cost of audits of any original documents and records maintained by the Contractor in Counties, other than Los Angeles County, shall be paid to the City by Contractor.
- 10.2.4.** Results of record inspection may indicate the need for changes and/or modifications. The Contractor shall cooperate with the City to establish and improve the system and maintain flexibility so the modifications may be implemented quickly.

10.3. Property Records

- 10.3.1.** Property acquired, leased, or rented with the funds provided under this Agreement shall be properly maintained and accounted for as set forth below.
- 10.3.2.** A record shall be maintained for each item of the program. The record shall include: (1) Description of the item of property, including model and serial number, if applicable; (2) Date of acquisition or being turned over to the Contractor; (3) The acquisition cost or assigned value to the program; (4) Maintenance records, if applicable; and (5) Source of acquisition. These records shall become the property of the City upon the termination of any agreement entered into as a result of this Agreement.
- 10.3.3.** The records shall indicate whether the item of property was new or used at the time of acquisition.
- 10.3.4.** A physical inventory shall be taken by the Contractor and reconciled with the record card annually or at such other times, as the City shall prescribe.

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

10.4. Accounting Practices

- 10.4.1.** The City must approve all of the Contractor's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to auditable documents. The Contractor's system of accounting procedures shall be submitted and approved by the City prior to any disbursement of funds to the Contractor.
- 10.4.2.** The Contractor shall maintain a system of internal fiscal control in accordance with commonly accepted accounting practices as approved by the City. Internal fiscal control is comprised of the plan of organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, assure adherence to prescribed management policies, and properly account for project income.
- 10.4.3.** The Contractor agrees that, should the City determine that the Contractor's record keeping, reporting techniques, or data collection are inadequate to allow for effective monitoring and evaluation of the program, the City shall have the right to demand whatever record it deems adequate to correct such deficiencies in matters pertaining to the execution of this Agreement. Should these books and records still not meet the minimum standards of the accepted accounting practices of the City, the City reserves the right to withhold any or all payments to the Contractor until such time as they meet these standards.

10.5. Validity of Financial Documentation Submissions

- 10.5.1.** Records shall be maintained in accordance with requirements prescribed by the City, with respect to all matters covered. Such records shall be retained within Los Angeles County for a period of five (5) years after receipt of final payment under this Agreement unless authorization to remove them is granted in writing by the City.
- 10.5.2.** Expenditures pertaining to work performed in accordance with the Scope of Work as outlined in subcontracts shall be supported by properly executed documents evidencing in detail the nature of the expenses. At such time and in such forms as the City may require, the Contractor shall furnish to the City such statements, records, report data, and information as the City may request pertaining to matters covered by any subcontract.
- 10.5.3.** The CONTRACTOR and subcontractor records shall be made available to the CITY for copying, audit, and inspection at any time during normal business hours.

11. CONFIDENTIAL INFORMATION

Contractor understands that the deliverables and all other materials utilized or produced by Contractor pursuant to this Agreement are confidential until such time as City releases the final work products to the public. Contractor agrees that neither it nor its officers, employees, agents, or subcontractors shall not release or disseminate said information, reports, nor materials except as authorized in writing by City.

12. STANDARD PROVISIONS FOR CITY CONTRACTS

12.1. Standard Provisions

By entering into this Agreement with the City, the Contractor agrees to abide by the provisions set forth in Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]) attached hereto and incorporated herein.

12.2. Indemnification

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

12.3. Intellectual Property Indemnification

The Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor, or its subcontractors, in performing the work under this Agreement; or (2) as a result of the City's actual or intended use of any Work Product (as defined in PSC-21) furnished by the Contractor, or its subcontractors, under this Agreement. The rights and

remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

13. GENERAL CONTRACTOR REQUIREMENTS

13.1. Disputes

Disputes regarding the interpretation or application of any provisions shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. The City shall make every effort to limit the negotiating period for a time not to exceed thirty (30) days. Failure to come to a negotiated settlement will allow the aggrieved Party to seek recourse in the courts of law. This Agreement shall be solely governed by and construed in accordance with the laws of the State of California. Each of the Parties hereby agrees that the courts in Los Angeles County shall have exclusive jurisdiction to enforce this Agreement.

13.2. Agreement

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators and assigns of the Parties hereto.

14. MUNICIPAL LOBBYING ORDINANCE

The Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the Contractor qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by Contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of this Agreement, and debarment.

15. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

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

The Contractor shall complete and upload a Disclosure Ordinance Affidavit, on www.rampla.org.

16. CONTRACTOR EVALUATION PROGRAM

At the end of this Agreement, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of this Agreement. As required by Section 10.39.2. Evaluation of City Personal Services Contractors of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise of personnel that the Contractor assigns to this Agreement. The Contractor will be provided with a copy of the final City evaluation and allowed

14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

17. GENERAL PROVISIONS

17.1. Governing Law and Venue

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

17.2. Export

The Contractor agrees not to export, report, or transfer, directly or indirectly, any City Data, or any products utilizing such data, in violation of United States export laws or regulations. Without limiting the foregoing, the Contractor agrees that (1) it is not, and is not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States or other applicable government body has prohibited export transactions (e.g., Iran, North Korea, etc.); (2) is not, and is not acting on behalf of, any person or entity listed on a relevant list of persons to whom export is prohibited (e.g., the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, etc.); and (3) it will not use any City Data for, and shall not permit any City Data to be used for, any purpose prohibited by applicable law.

17.3. Severability

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

17.4. No Assignment

Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing shall be null and void.

17.5. No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this

Agreement. Even if the Contractor uses subcontractors, the Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

17.6. Amendments

This Agreement may be amended by mutual agreement of the Parties. No amendment or modification to this Agreement or its attachments will be effective unless in writing and signed by an authorized signatory of each Party.

17.7. No Waiver

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

17.8. Counterparts and Electronic Signatures

This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one (1) instrument. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the City) and sent by email shall be deemed original signatures.

17.9. Number of Pages and Attachments

This Agreement includes thirty-five (35) pages (including the signature page), five (5) Exhibits, one (1) Form, and one (1) Attachment, which constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof.

17.10. Entire Agreement

This Agreement, and all Exhibits, Forms, Attachments, Addendums, and documents incorporated herein by inclusion or by reference, constitutes the final, complete, and entire Agreement between the City and the Contractor, with respect to the subject matter hereof, and supersedes and merges all prior discussions between the Parties with respect to such subject matter. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of each Party pursuant to Section 17.6, Amendments.

18. ORDER OF PRECEDENCE

Any item of work contained in either the RFQ or the Proposal shall be performed by the Contractor as though it appears in this Agreement. Unless otherwise provided for in the Agreement, in the event of any inconsistencies between the bodies of this Agreement, Exhibits, Forms, Attachments, the RFQ, the Contractor's Proposal, and all documents referenced within this Agreement and listed below, the order of precedence will be as follows:

1. This Agreement between the CITY and CONTRACTOR and its Amendments

2. Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2])
3. Exhibit 1 - Personnel Position and Task Report
4. Exhibit 2 - Charter Bus Service Area Map
5. Exhibit 3 - Controlled Substance and Alcohol Testing Program
6. Exhibit 5 - Performance Standards and Penalties
7. Form C-5 - Cost Proposal
8. Request for Qualifications for the Operation of the As-Needed Charter Bus Transportation Services Program, September 2024, RAMP ID 216611
9. Contractor's Proposal submitted in response to RFQ, RAMP ID 216611

19. EXHIBITS

- Exhibit 1 - Personnel Position and Task Report
- Exhibit 2 - Charter Bus Service Area Map
- Exhibit 3 - Controlled Substance and Alcohol Testing Program
- Exhibit 4 - Complaint Form
- Exhibit 5 - Performance Standards and Penalties

20. FORMS

- Form C-5 - Cost Proposal

21. ATTACHMENTS

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

**THIS SECTION INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOW**

SIGNATURE PAGE

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

THE CITY OF LOS ANGELES

a Municipal Corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

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

By: _____
Jimmy Kim
General Manager
Department of Recreation and Parks
Name: _____

Date: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN-SOTO, City Attorney

By: _____
Brendan Kearns
Deputy City Attorney

Date: _____

ATTEST:
TAKISHA SARDIN, Board Secretary

By: _____

Date: _____

City Business License Number:
Internal Revenue Service Taxpayer Identification Number: TIN/EIN:
City Contracts Agreement Number:

[CONTRACTOR]

a [State, Company Type]

Approved Signature Methods:

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, **and** one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors, or a copy of the Bylaws, authorizing the individual to sign.

By: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

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

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

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

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

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

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

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

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

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

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement (“RAMP”) at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance

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

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

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

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

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

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

PSC-41. Compliance with California Public Resources Code Section 5164

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

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

WC

Statutor

✓

EL

General Liability

Products/Completed Operations

Fire Legal Liability _____

Sexual Misconduct _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Flood _____

Earthquake _____

Boiler and Machinery

Builder's Risk

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: _____

REQUEST FOR QUALIFICATIONS

AS-NEEDED CHARTER BUS TRANSPORTATION SERVICES

SEPTEMBER 2024

RAMP ID (RFQ) #216611



**CITY OF LOS ANGELES
DEPARTMENT OF TRANSPORTATION**

**Caltrans Building
100 South Main Street, 10TH Floor
Los Angeles, California 90012**

Date Issued: Wednesday, September 4, 2024

**Mandatory Pre-Qualification Conference: Wednesday, September 18, 2024, 10:00 AM PDT
Request for Qualifications (RFQ) Response Deadline: Thursday, October 17, 2024, at 3:00 PM PDT**

RFQ OVERVIEW

DATE ISSUED:	Wednesday, September 4, 2024
RAMP ID (RFQ):	RAMP ID (RFQ) Opportunity #216611
TITLE:	RFQ As-Needed Charter Bus Transportation Services, September 2024
DESCRIPTION:	The City of Los Angeles Department of Transportation is seeking proposals from qualified and licensed professionals to provide charter bus services under the City's Charter Bus Program on an as-needed basis.
MANDATORY PRE-QUALIFICATION CONFERENCE:	<p>The mandatory, Pre-Qualification Conference will be conducted in person and via a Zoom meeting, on September 18, 2024, at 10:00 AM PDT. Interested proposers shall use the following links to register for the mandatory hybrid Pre-Qualification Conference no later than Monday, September 16, 2024, at 5:00 PM PDT.</p> <p>Pre-Qualification Conference Registration Link: https://forms.gle/Drg7YmEjULhVQScdA</p> <p>Here is the Zoom Registration Link for those who will be joining virtually: https://us02web.zoom.us/webinar/register/WN_YIGZ0cZ1RbSn1nKN3JYtA</p> <p>The in-person meeting will be held at the Los Angeles Public Library, Central Library Meeting Room A, at 630 W 5th St, Los Angeles, CA 90071.</p> <ul style="list-style-type: none"> ● Meeting Room A is located on the first floor of the library by the 5th Street entrance ● The Central Library is directly served by Downtown DASH Routes A, B, and F ● Directions to the Central Library: https://www.lapl.org/branches/central-library/directions ● Nearby parking information for the Central Library: https://www.lapl.org/branches/central-library/parking <p>Prospective respondents who fail to attend or meet the following mandatory attendance requirements for this conference will not be eligible to submit a response to this RFQ.</p> <ul style="list-style-type: none"> ● Attendance is mandatory ● Attendees who are more than 15 minutes late from the scheduled start time will NOT receive attendance credit ● At least one representative from the firm shall be present and remain logged into the conference until the conference is officially concluded by the LADOT.
RFQ PROPOSAL DEADLINE:	Thursday, October 17, 2024, at 3:00 PM PDT
PROPOSAL DELIVERY ADDRESS:	LADOT will not accept hard copy proposal responses, including those delivered by hand-delivery, USPS, or other mail courier. All solicitation responses shall be received by the above deadline and submitted electronically through Hightail (https://www.hightail.com/lite-signup) to lindsey.estes@lacity.org with a copy to ladot.transitcontracts@lacity.org .
PROJECT MANAGER:	Janna Smith Supervising Transportation Planner II Janna.Smith@lacity.org
CONTRACT ADMINISTRATOR:	Lindsey Estes LADOT Department Contract Coordinator lindsey.estes@lacity.org
QUESTIONS:	<p>The deadline to submit questions is Wednesday, September 25, 2024, at 5:00 PM PDT. Proposers shall submit all questions and inquiries regarding this RFQ, in writing, via Google Form, https://forms.gle/aC7isZWnMWEK9x1w9.</p> <p>All answers to proposers' questions will be published on the RAMPLA website (www.rampla.org), in the RFQ Opportunity Listing on Friday, October 4, 2024. No individual answers will be given.</p>

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**REQUEST FOR QUALIFICATIONS
ON-CALL PROFESSIONAL CONSULTING SERVICES**

1. INTRODUCTION AND BACKGROUND

The City of Los Angeles Department of Transportation (City, LADOT, or Department interchangeably throughout this RFQ) is issuing this Request for Qualifications (RFQ) from qualified and licensed proposers to provide charter bus services under the City's Charter Bus Program on an as-needed basis. The program provides charter bus service (coach, transit, school, and wheelchair-accessible vehicles) for eligible groups of older adults, youth, and people with disabilities.

Firms interested in providing as-needed charter bus services are invited to submit a Statement of Qualifications to LADOT in response to this RFQ.

1.1. Project Description

The City of Los Angeles Charter Bus Program is a transportation program funded through the Proposition A Local Transit Assistance (PALTA) Fund, specifically to provide subsidized charter bus trips for recreational, educational, and cultural purposes to organized groups of older adults, youth, and people with disabilities within the City of Los Angeles. Groups may schedule day and overnight trips year-round. The Charter Bus Program is administered by LADOT and offered through each City Council Office and the Mayor's Office.

The Charter Bus Program aims to provide a transportation program that gives mobility options and a healthier life to people of all ages by providing safe, reliable, and cost-effective charter bus service for eligible older adults, youth, and individuals with disabilities.

The Charter Bus Program processes over 3,000 charter bus trip requests annually and uses over 3,100 buses per year. Trips shall originate within the City of Los Angeles, as shown on the attached map in Exhibit 2 - Charter Bus Service Area Map. Trips taken within the Los Angeles, Orange, and Ventura Counties, including some areas in Kern, Riverside, and San Bernardino Counties, will not incur additional charges. Trips with destinations outside of the service boundaries shall be paid by the requesting group directly to the charter bus Contractor prior to the trip.

LADOT's Charter Bus Coordinator will serve as the liaison between the Contractors and trip requestors, which includes community groups, Council District Offices, and the Mayor's Office. All trip requests, changes, and cancellations shall be authorized by the requesting Council or Mayor's Office, the LADOT Charter Bus Coordinator, or an authorized LADOT staff person. The Contractor will not accept any changes to the LADOT charter bus trip requests not authorized by the Council or Mayor's Office, the LADOT Charter Bus Coordinator, or an authorized LADOT staff.

During the contract term, other City Departments may request Contract Authority to use LADOT's Charter Bus contract to schedule trips. All initial requests from other departments wanting to use the LADOT Charter Bus contract shall be pre-approved by the LADOT. For trips scheduled by other City Departments and/or funded outside the LADOT Charter Bus program, the Contractor shall direct all communications to the requesting City Department in the event of any changes in the trip request.

LADOT Charter Bus operations will mainly involve the coordination of services via LADOT’s Charter Bus web-based reservation system (<http://lacitycharterbus.com>), telephone calls, email, regular mail, and as-needed meetings with LADOT staff. The Charter Bus online system allows authorized parties to book, view the status of each trip, and confirm the trip. In compliance with Proposition A requirements, all recreational transit trips shall be advertised to the public, such as through newspapers, flyers, posters, and/or websites. All confirmed charter bus trips are listed on the Los Angeles Charter Bus Program website for the public to view. LADOT will provide initial training to the appropriate staff of the new Contractor. After initial training, any further staff training shall be performed by the Contractor. During the term of this contract, another department may be granted authority and provided a reservation system, and the contractor is to use that link provided by the LADOT PM to track trips for that department.

2. SCHEDULE FOR RFQ PROCESS

This schedule below highlights key steps for the RFQ and contracting process. The City reserves the right to adjust this schedule when appropriate and necessary.

Request for Qualifications Published	Wednesday, September 4, 2024
Deadline to Protest RFQ Content	Protests shall be sent certified mail and postmarked no later than seven (7) calendar days after the solicitation posting on the RAMPLA website. LADOT will respond in writing by certified mail to protestor(s) within fifteen (15) calendar days of receipt of the protest(s). If LADOT determines that a revision to the procurement process is appropriate, LADOT shall either extend the procurement process timeline or withdraw and reissue the solicitation. In either case any revisions to the procurement process will be posted on RAMPLA. (Refer to Section 12.2)
Mandatory Pre-Qualification Conference	Wednesday September 18, 2024, 10:00 AM PDT
Final Day for Written Questions	Wednesday, September 25, 2024, 5:00 PM PDT
Responses to Written Questions Posted	Friday, October 4, 2024
RFQ Proposal Deadline	Thursday, October 17, 2024, at 3:00 PM PDT
Proposers Interview (as-needed only)	Week of November 4, 2024 (Tentative)
Notification of Contract Award	Mid-Late November 2024 (Tentative)
Deadline to Protest Selection	Protests shall be sent by certified mail and postmarked no later than seven (7) calendar days after RAMPLA’s notification to Proposers of a change in the solicitation status to “bidder selected.” (Refer to Section 12.5)
Contract Execution Date	February 1, 2025

3. TERM OF THE CONTRACT

LADOT intends to award as many contracts as necessary to serve the Department's needs. Subject to the approval of the Mayor, each contract will have a term of three (3) years and shall be effective from an anticipated date of February 1, 2025 through January 30, 2028.

4. SCOPE OF SERVICES

Below are the tasks that are to be performed by the Contractor. The Contractor shall be responsible for operating the charter bus services in compliance with governmental codes, regulations, and directives applicable to such programs and as defined in this RFQ, addendums, and contract agreement.

4.1. Service Description

The Contractor shall provide charter bus transportation ("Service") as directed by the City. The City provides service to groups that request and are approved for transportation assistance for recreational, educational, and cultural activities. Vehicle styles to be used include, but are not limited to, school buses, coach buses, transit buses, and wheelchair-accessible buses. During the contract term, the City desires to have a fleet of approximately fifty (50) air-conditioned/heated buses among all the approved Contractors for use by the City for any one (1) day. Lift-equipped coaches and school buses are preferred, but companies lacking such equipped vehicles may also respond.

4.2. Bus Service Area

Service, also referred to as a trip, shall originate in the City of Los Angeles as shown on the attached map in Exhibit 2- Charter Bus Service Area Map. Trips taken within the Los Angeles, Orange, and Ventura Counties, including areas in Kern, Riverside, and San Bernardino Counties, will not incur additional charges, as shown in Exhibit 2- Charter Bus Service Area Map. The requesting group shall pay for trips with destinations outside of the service boundaries directly to the charter bus contractor five (5) days prior to the trip, or the trip is subject to cancellation if payment is not provided.

4.3. Bus Service Hours

Service shall be available 24 hours a day, 365 days a year.

4.4. Bus Types

4.4.1. **Coach Buses** may be used when the passengers are ambulatory adults. Coach Buses may only be used for children if a School Pupil Activity Bus (SPAB) driver is used. Drivers with SPAB licenses shall be used when transporting children for school-related functions on coach and transit buses.

4.4.2. **School Buses** may be used for ambulatory adults and/or ambulatory school children. Drivers with SPAB licenses shall be used when transporting children for school related functions on coach and transit buses.

- 4.4.3. **Transit Buses** may be used for ambulatory adults. It may also be used for ambulatory adults and/or ambulatory school children if a SPAB driver is used. Drivers with SPAB licenses shall be used when transporting children for school-related functions on coach and transit buses.
- 4.4.4. **Wheelchair Accessible Buses** may be used when one or more wheelchair positions are needed.
- 4.4.5. The Contractor agrees to provide wheelchair accessible buses (more than four [4] positions per bus). The Contractor shall ensure that all vehicles, vehicle equipment, and any other equipment necessary to provide this service shall be in excellent condition.

The Contractor shall ensure buses comply with the Americans with Disabilities Act (ADA) of 1990 and that all assigned drivers know how to operate the wheelchair lift or ramp. Drivers shall assist passengers with boarding, alighting, tie downs, and with lap belts if so requested by the passenger.

4.5. Bus Availability

School Buses

School Days:	9:00 AM to 2:00 PM and/or 5:00 PM to 9:00 PM
Saturdays:	Anytime
Sundays and Holidays:	6:00 AM to 9:00 PM

Wheelchair Accessible School Buses

School Days:	9:00 AM to 1:30 PM and/or 5:00 PM to 9:00 PM
Saturdays:	Anytime
Sundays and Holidays:	6:00 AM to 9:00 PM

Coach Buses

Any Day:	6:00 AM to 12:00 AM
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Transit Buses

Any Day:	4:00 AM to 12:00 AM
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4.6. LADOT Charter Bus Coordinator

The LADOT Charter Bus Coordinator and/or their designee(s) are the only persons authorized by LADOT to approve, process, change, or cancel trip requests initiated by the Council Offices and Mayor’s Office. The Contractor will be provided with the LADOT Charter Bus Coordinator’s 24-hour emergency response phone number. LADOT will notify the Contractors in writing when there is a change in the LADOT Charter Bus Coordinator.

4.7. Request of Work from Contractors

The City, at its sole and absolute discretion will determine if any work is needed and/or when it is available. The City cannot guarantee a minimum number of vehicles ordered from any single

Contractor, and the proposed charter bus rates shall remain irrespective of the actual number of buses ordered by the City.

Contractors shall waive all claims against the City for damages or loss of any nature resulting from the City's failure to use the Contractor's services, including, but not limited to, lost profit.

4.8. Service Costs

All services required in this Scope of Work shall be included in the price quoted by the Contractor in Form C-5 - Cost Proposal, unless stated otherwise in the agreement.

4.9. Service Requests and Procedures

4.9.1. **Service Area.** All Charter bus trips shall originate in the City of Los Angeles. Pickups outside of the City are permitted only if it is a one-way trip. Service shall start from and return to points within the service area as designated by LADOT. Trip pick-up locations shall originate anywhere within the City of Los Angeles, and the trip destinations may be anywhere within the eligible service areas, as shown in Exhibit 2 - Charter Bus Service Area Map. Travel less than 85 miles in one direction from the City of Los Angeles, and within Orange or Ventura counties or designated portions of Kern, San Bernardino or Riverside counties, is free of charge.

4.9.2. **Technology.** The Contractor shall possess, acquire, and maintain the latest computer technology and Internet access capabilities from the start-up and throughout the term of the contract. The City requires extensive technology capabilities of computer hardware and software, high-speed Internet access, Wi-fi technology, 5G cellular (or better) and data service, etc. The Contractor shall, at a minimum, access/interface, enter, upload reports/data, monitor, summarize, generate reports or otherwise handle and interact with the City's various technology platforms. The City requires that all invoices and driver's trip logs be sent electronically to the LADOT Charter Bus Coordinator bi-weekly. The Internet is also required to access the Charter Bus Program reservation system.

4.9.3. **Charter Bus Reservation System.** LADOT Charter Bus operations works primarily from LADOT's web-based reservations system (<http://lacitycharterbus.com>), for reservations and/or trip notifications, and still involves some telephone calls, email, regular mail, and as-needed meetings with the City. In compliance with Proposition A requirements, all confirmed charter bus trips are listed in the Los Angeles Charter Bus Program website for the public to view. The City will provide initial training to appropriate Contractor staff. After initial training, the Contractor shall provide any further training.

4.9.4. The Contractor's bus driver shall remain with groups from initial pickup to the final drop-off unless the trip, as determined by LADOT, at its sole discretion, is set up as a split trip. The City will inform the Contractor of split trips. A split trip is considered two separate trips. The first trip takes the group to their destination and the second trip returns the group to their place of origin.

The Contractor shall provide charter bus transportation as directed by the City, which may include multiple pick-up and destination locations in a single booked trip.

- 4.9.5. Trip Request Confirmation. During LADOT normal business hours, Monday through Friday, from 8:00 a.m. to 4:30 p.m., the Contractor shall confirm the availability and accept or decline the trip within twelve (12) hours of the City's request. The City's request will include trip date, pickup and return times, pickup location(s), destination(s), the type of and number of buses needed, and whether the trip is a split trip.
- 4.9.6. Trip Request Submission. LADOT requires that Mayor, Council Offices, other City Departments, and authorized agencies shall submit approved trip requests fifteen (15) calendar days prior to a trip date.
- 4.9.7. Trip Modification and Cancellation. The Council and Mayor's offices can make trip modifications (i.e. pick-up/drop off locations, destination, time, buses, cancellations etc.) via the Charter Bus Reservation website. The Contractors shall accept or reject the modification/cancellation request within two (2) business days via the Charter Bus Reservation website. The City may cancel a trip via the Charter Bus Reservation website up to twenty-four (24) hours before the scheduled time without incurring an expense. Any trip canceled with less than 24 hours' notice will be charged to the City at the minimum hourly rate.
- 4.9.8. Late Trip Acceptance. Mayor, Council Offices, City Departments, and authorized agencies unable to comply with the 15-calendar day requirement shall submit trip requests directly to the Contractor. The Contractor shall accept late trip reservations and provide buses within a 24-hour notice, if buses are available.
- 4.9.9. Unauthorized Trip Request. The Contractor shall not accept Charter Bus Program trip reservations directly from the groups. Buses reserved in this manner will be ineligible for City reimbursement due to pre-arrangements between requesting groups and the Contractor. The LADOT Charter Bus Coordinator and/or their designee(s) are the only persons authorized by LADOT to request work from Contractors.
- 4.9.10. Unauthorized Changes. The Contractor shall not make changes to trips unless the changes are requested directly by Council or Mayor's Office Charter Bus Coordinators, the LADOT Charter Bus Coordinator, or the requesting City Department.
- 4.9.11. SPAB Driver. The Contractor agrees to perform School Pupil Activity Bus (SPAB) trips, which are or identified as a school activity, function, or school-sponsored trip, the Contractor shall ensure that all chartered buses and all assigned drivers are SPAB-certified.
- 4.9.12. Wheelchair Accessible Buses (ADA Buses). The Contractor confirms to provide wheelchair accessible buses for this Service, the Contractor shall inspect, maintain, and repair wheelchair lifts or ramps to assure safe and proper operation and to ensure ADA compliance, Prior to each trip, the Contractor shall ensure that wheelchair lifts or ramps shall be fully operational.
- 4.9.13. The Contractor shall promptly notify the LADOT Charter Bus Coordinator or designee and request guidance when: 1) Contractor's employees are made aware of an occurrence, change in itinerary, or other fact that, if known to the City, might affect the group's permission to use the service; 2) Contractor learns of an existing or potential threat to the safety and security of the passengers, public and/or driver; or 3) Contractor gains

information that may reduce or increase the fees chargeable to the City for the service. Examples include, but are not limited to:

- If a group cancels with the Contractor prior to the trip or at the pickup location.
- If a group is able to fully occupy fewer buses than requested.
- If group payment, as noted by City on the confirmation form, is not paid to the Contractor prior to group boarding the bus.
- Continuing with the trip will jeopardize the safety of the passengers and/or the general public.
- If any illegal substances are discovered on board the bus.
- And if there are any other reasons requested by the LADOT Charter Bus Coordinator during the term of the Contract.

If the Contractor fails to adhere to the notification requirements, the Contractor may be subject to penalties as detailed in Section 5.

4.9.14. Delay Notification. Whenever the Contractor receives notice or has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of Service to be provided, the Contractor shall immediately notify the LADOT Charter Bus Coordinator or give notice to City staff that has been identified by the LADOT Charter Bus Coordinator via telephone. The Contractor shall consult with the City to determine the best method or course of action to alleviate or avoid such delay and shall take such action thereafter in this matter as directed by the LADOT Charter Bus Coordinator. If the Contractor fails to adhere to the notification requirements, the Contractor may be subject to penalties as detailed in Section 5.

4.10. Subcontractors

The contract may not be subcontracted or assigned by the Contractor, in whole or in part, without the prior written consent of the LADOT. Such consent, if granted, shall not relieve the Contractor of any of his/her responsibilities under the contract.

Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the LADOT of any obligation on the part of LADOT to pay, or to be responsible for the payment of, any sums to the subcontractors.

4.11. Communications

4.11.1. Vehicle Communication. The Contractor shall provide mobile phones or two-way radio communication equipment for all vehicles utilized in this Service. The communication equipment used shall provide complete coverage throughout the Service Area for all vehicles used in Service. The Contractor shall provide onboard technology, such as a global positioning system (GPS), with real time location information accessible to the dispatcher.

The Contractor shall provide the necessary communication equipment for a base station and a sufficient number of "repeater stations" to permit uninterrupted communication between the dispatch center and vehicles while in Service. The Contractor shall be

responsible for proper maintenance of said equipment on all vehicles and shall comply with all applicable Federal statutes and regulations in connection with such use.

The Contractor shall be responsible for licensing of radio communication equipment. Citizen's Band communication equipment is not acceptable.

- 4.11.2. Live Dispatch. The Contractor shall have a live dispatch service operating during normal business hours, Monday through Friday, from 8 a.m. to 4:30 p.m., and be available by telephone before and after normal business hours including weekends and holidays. The Contractor shall maintain a 24-hour emergency contact system that utilizes cell phone number, management telephone tree, or other means to contact a manager 24-hours per day, 365 days per year. The Contractor shall respond to the LADOT Charter Bus Coordinator within 30 minutes of the initial call, including during non-business hours. This point of contact shall be able to address all operational issues in case of an emergency.

The Contractor shall provide the LADOT Charter Bus Coordinator with information on how to contact a manager through the emergency contact system before service begins. Additionally, the Contractor shall provide the LADOT Charter Bus Coordinator access to real-time location information such as a global positioning system (GPS).

- 4.11.3. The Contractor shall maintain internet access and valid email address throughout the term of the contract. The Contractor shall, prior to the commencement of service, provide an email address to the LADOT Charter Bus Coordinator and office personnel before the service begins.

4.12. Equipment and Facility

- 4.12.1. Facilities. Prior to the commencement of service, the Contractor shall have an adequate facility for supporting the operation required for all necessary functions in place for the operation, administration, maintenance, repairs, and safety required by this RFQ. Such facilities are subject to the inspection and approval of the City. Describe the vehicles and equipment proposed for this contract (see Exhibit 8 - Statement of Equipment Form).
- 4.12.2. Facility Equipment. Prior to the commencement of service, the Contractor shall have an adequate facility for supporting the operation and maintenance of bus services provided under this contract. The maintenance area will be fully equipped with all equipment required to maintain all vehicles in accordance with the specifications and manufacturer's warranty and PM programs. The facility shall be equipped with all necessary upgrades/improvements to safely fuel, operate, and maintain vehicles.
- 4.12.3. OSHA Compliance. The Contractor will be responsible for obtaining and complying with all required building, occupancy, or other governmental permits and shall abide by OSHA safety standards.
- 4.12.4. Bus Maintenance. All buses used in service shall be maintained by the Contractor, at a minimum the bus manufacturer's recommended preventive maintenance program, as well as applicable Federal and State regulations, and be safe for operation on public roads, streets, and freeways.

- 4.12.5. Vehicle Parts. All parts of the vehicle and all equipment mounted on or in buses shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13.
- 4.12.6. Towing. In the event that towing of any Service bus is required due to mechanical failure, damage, or any other reason, the Contractor shall bear all cost. The Contractor shall comply with applicable towing requirements.
- 4.12.7. Registration and Licenses. The Contractor shall ensure that registration and license required to operate the buses on public roads and streets are current. The Contractor shall bear all costs associated in obtaining the required registration and license.

4.13. Personnel

- 4.13.1. The Contractor is solely responsible for maintaining an adequate quality labor force, and for the satisfactory work performance of all employees as described by this RFQ or any reasonable performance standard established by the City. Proposers shall provide a listing of proposed key project staff and qualifications for each key position (see Exhibit 7 - Personnel Position and Task Report). Due to its critical nature, proposers shall discuss in detail how they propose to attract and maintain a high-quality labor force, including wages and benefits (specify), pay-for- performance incentives, work environment, and other efforts to minimize employee turnover and retain qualified personnel.
- 4.13.2. The Contractor is required to provide certain compensation and benefit levels for its employees throughout the duration of the contract (See Appendix A, Section J, Living Wage Ordinance and Worker Retention Ordinance). The Contractor is subject to the provisions of the City's Worker Retention Ordinance, as may be applicable for the Charter Bus contract. The wages and benefits proposed to be offered to the existing Contractor staff shall be included in the proposal, as applicable.
- 4.13.3. The Contractor is solely responsible for payment of all employees' wages and benefits and subcontractor's costs. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security. The Contractor shall hold the City harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices. The City has the right to demand removal of any personnel provided by the Contractor from the project, with reasonable cause as determined by the City. The City shall be notified in writing of new hires or reassignments of key project personnel. The City reserves the right to approve any changes in the contractor's proposed key project staff (see Exhibit 7 - Personnel Position and Task Report).
- 4.13.4. The Contractor is responsible for the recruitment, selection, controlled substance and alcohol testing, screening, training, scheduling, supervision, discipline, termination, and all other functions with regard to personnel.
- 4.13.5. The Contractor shall employ a sufficient number of properly licensed and qualified bus operators to provide the service. Bus operators shall be trained in a manner that conforms to all Federal, State, and local laws; assures safe and reliable service; provides sensitivity toward persons with disabilities; and renders knowledge of Service procedures. Bus

operators are required to wear suitable uniforms and be professional, well groomed, and courteous. Bus operators shall assist passengers confined to wheelchairs in boarding and alighting all buses, assist with tie downs, and assist with securing lap belts, if so requested by the passenger.

4.13.6. All Contractor personnel assigned to the Service shall be knowledgeable about the Service and maintain a professional, courteous attitude. All employees involved with the project shall be trained in areas including but not limited to operational procedures relating to their functions and techniques for dealing with the public.

4.13.7. Upon awarding of the contract and during the term of the contract, the Contractor shall be responsible for notifying the City regarding any changes in proposed personnel duties of hours that deviate from the original proposal. Personnel changes include the following positions: project manager, assistant project manager, maintenance manager, safety and training manager, operations supervisors, field supervisors, data managers, training and safety coordinators and dispatchers. The Contractor shall also submit the Personnel Position and Task Report (See Exhibit 7 - Personnel Position and Task Report) quarterly to the City in order to update any modifications from the original proposal. LADOT reserves the right to approve any changes in the proposed personnel duties or hours per this project.

4.14. Responsibilities of the Contractor

4.14.1. The Contractor shall operate the Service subject only to the general policies and direction of the City with regard to management and operations and to the provisions and requirements herein. The Contractor shall do all things including, but not limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, assigned drivers, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of buses and equipment; and providing all bus operators, facilities, equipment, parts, and supplies required in the operation of the Service, unless specifically identified to be contributed by the City.

4.14.2. The Contractor, in the performance of this Agreement, shall comply with all Federal, State, and Local laws and regulations, including any and all contained within the California Vehicle Code. The Contractor's failure to comply may be grounds for terminating and/or suspending the Contract.

4.14.3. The Contractor shall conduct pre-employment DMV checks of all bus operators and mechanical personnel including independent contractor or subcontracted employees to be hired for service. The Contractor shall perform a background check on all applicants for bus operator and shall reject any applicant who has been convicted of any felony charge, which would affect the applicant's ability to perform as a bus operator for this service. It is the responsibility of the Contractor that driver's permits be always current.

4.14.4. The Contractor shall hold a [valid charter license or certificate \(TCP-B\)](#) issued by the CPUC at all times during the period of this Contract. The Contractor shall notify the City within one (1) hour of the loss of a valid charter certificate. If CPUC revokes the Contractor's certificate, the Contractor's buses shall immediately discontinue operations under this

contract until the Contractor is able to reobtain a valid charter license or certificate issued by the CPUC.

- 4.14.5. The Contractor shall ensure that bus operators have a valid [California Class II or Class B](#) (with appropriate endorsements including Tour Bus and/or SPAB), Driver's License and Medical Examination Certificate, as well as any other licenses required by applicable Federal, State, and Local regulations, including operator's permits issued by the CPUC.
- 4.14.6. The Contractor shall join the [Employer Pull Notice Program](#), whereby the Contractor is notified of any activity on a vehicle operator's or mechanical staff's driving record. Any service vehicle operator or mechanical staff exceeding the California Department of Motor Vehicle (DMV) point system, or with a revoked or suspended license, shall not be allowed to operate a Service vehicle. The Contractor shall review California DMV records (Pull Notice Program) at least every six (6) months, beginning at the start of Service, for accidents, Vehicle Code (VC) violations, and valid driver's licenses of those employees whose job requires them to operate any Service vehicle. The Contractor shall notify the City within five (5) business days of the results of said checks and corrective actions taken, if any.
- 4.14.7. The Contractor shall maintain a "Satisfactory" [California Highway Patrol Safety Compliance Inspections](#) (or pass all re-inspections) of the Contractor's terminal facilities throughout the term of the contract. If the Contractor receives an "Unsatisfactory" rating from the California Highway Patrol (CHP), the Contractor shall notify the LADOT Charter Bus Coordinator within one (1) hour of receipt of the rating. The Contractor shall email the LADOT Charter Bus Coordinator a copy of the CHP report with its findings and recommended corrective measures within 24 hours of the inspection. The City, at its sole discretion, reserves the right to terminate/suspend the Contract until safety deficiencies are corrected. The Contractor shall not seek additional compensation of any costs incurred to meet the requirements in this section.
 - 4.14.7.1. If the Contractor received an unsatisfactory rating from the CHP, the Contractor shall provide a copy of the CHP report to the City and indicate what action is being pursued and submitted to the city within ten (10) working days of the CHP inspection.
 - 4.14.7.2. A performance penalty of \$1000 shall be assessed for failure to pass a CHP facilities or terminals inspection with a satisfactory rating.
 - 4.14.7.3. Failure to pass a CHP terminal facilities or terminals inspection on three (3) occasions during the contract period with at least a satisfactory rating shall deem the contractor to be in non-compliance with the contract and may result in contract termination.
 - 4.14.7.4. To be reinstated to the list of eligible proposers, the Contractor would be required to obtain a satisfactory terminal rating by the CHP and maintain the status for a period of one year, then be re-inspected by the CHP and receive a satisfactory rating a second time to prove they have maintained that status.

4.14.7.5. Upon completion of a CHP terminal inspection, the Contractor shall immediately notify the City in writing and mail it to:

Charter Bus Program
Los Angeles Department of Transportation
100 S. Main St., 10th Floor
Los Angeles, CA 90012

4.14.8. CHP Motor Carrier Safety Regulations. The Contractor shall comply with the California Highway Patrol (CHP) Motor Carrier Safety Regulations. Each service vehicle shall be inspected annually by the California Public Utilities Commission (CPUC) or by the CHP. The LADOT Charter Bus Coordinator shall be immediately notified of inspections performed by a governmental agency other than the City. The results of inspections shall be provided to LADOT Charter Bus Coordinator within 24 hours, and any applicable signed certification shall be displayed or carried on the vehicles.

4.14.9. If the Contractor receives a citation for smoke from the California Air Resources Board, South Coast Air Quality Management District, the California Highway Patrol, or other governmental agency authorized to issue such citation, the Contractor is liable for the citation in addition to penalties for \$500 per occurrence.

4.15. Inspections

4.15.1. The City at its sole discretion may request inspections to be performed by the Contractor and/or City to ensure fleet vehicles and Contractor facilities are fulfilling the requirements of the Agreement. The Contractor shall cooperate with the LADOT Charter Bus Coordinator to facilitate requested inspections.

4.15.2. The City may conduct periodic inspections of the work location(s) including yards and administration facilities as determined necessary by the LADOT Charter Bus Coordinator.

4.16. Controlled Substance and Alcohol Testing

The Contractor shall implement the Controlled Substance and Alcohol Testing Program as specified in Exhibit 6 - Controlled Substance And Alcohol Testing Program, as may be required by rules and regulations issued by the United States Department of Transportation and described in [Title 49, Code of Federal Regulations \(CFR\), Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,"](#) to the extent applicable.

The Contractor's policies may supersede policies specified in Exhibit 6 - Controlled Substance and Alcohol Testing Program only when they can be shown to the LADOT Charter Bus Coordinator's satisfaction to be more stringent than those policies shown in Exhibit 6 - Controlled Substance And Alcohol Testing Program. The City will not indemnify the Contractor for disciplinary actions imposed that exceed those specified in Exhibit 6 - Controlled Substance And Alcohol Testing Program.

The Contractor shall report results of the random testing and other associated tests to the City on a quarterly basis on the form shown in Exhibit 6 - Controlled Substance And Alcohol Testing

Program. Such reports shall be submitted to the City within fifteen (15) calendar days after the end of the quarters.

4.17. Submission of Reports

- 4.17.1. Required communication, and reports, identified in this Contract, shall be submitted via email to the LADOT Charter Bus Coordinator. Hard copies may be mailed or hand delivered at Contractor's discretion. All of the Contractor reports (even items transmitted by mail or personally delivered) shall also be transmitted to the City electronically.
- 4.17.2. The Contractor shall submit, on-time, accurate and fully completed, all required Contractor reports as specified by the City. Failure to do so shall result in a performance penalty of \$100 per day for each day a report is overdue.
- 4.17.3. If the City determines that a Contractor has intentionally not submitted a required report to LADOT on schedule, or has submitted inaccurate information to LADOT in order to avoid a performance penalty, a performance penalty of \$1,000 will be assessed and the contract may be terminated due to non-compliance.
- 4.17.4. Personnel Position and Task Report. The Contractor shall also submit the Personnel Position and Task Report (See Exhibit 7 - Personnel Position and Task Report) quarterly to the City in order to update any modifications from the original proposal. LADOT reserves the right to approve any changes in the proposed personnel duties or hours per this project.
- 4.17.5. Complaints. The Contractor shall, upon request by the LADOT Charter Bus Coordinator, reports regarding vehicle conditions, complaints (see Exhibit 5 - Complaint Form), or other relevant information pertaining to the Service shall be provided within 24 hours. The Contractor shall not seek payment for any costs incurred to meet the requirements in this section.

4.18. Special Safety Requirements

- 4.18.1. All Contractor's operators shall observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and LADOTs' safety requirements while at LADOT job sites.
- 4.18.2. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
- 4.18.3. The Contractor shall inspect and identify any condition that renders any portion of the premises unsafe. The Contractor shall notify the LADOT Charter Bus Coordinator via the LADOT Charter Bus Coordinator 24-hour emergency phone line when a condition threatens imminent injury to the public or damage to property. The Contractor is responsible for securing any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards, and to protect members of the public or others from injury. The Contractor shall cooperate fully with LADOT in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the LADOT Charter Bus Coordinator within twenty (24) hours of the occurrence.

4.19. Utilities

The City will not provide utilities.

4.20. Storage Facilities

The City will not provide storage facilities for the Contractor.

4.21. Piggyback Contracts

Other City Departments may piggyback LADOT's As-needed Charter Bus Services procurement process and enter in their own agreement with contractors.

4.22. Other City Departments Use of LADOT Contracted Rates

Charter Bus services used by other City Departments are responsible for coordinating and securing trips independently of LADOT Charter Bus staff. For trips initiated and scheduled by other City Departments and/or funded outside the LADOT Charter Bus program, the Contractor shall communicate directly with the requesting City Department. The compensation for services provided will be in accordance with the agreed contracted rates.

5. PERFORMANCE STANDARDS

5.1. Operating Performance Standards

The Contractor is required to attain certain levels of performance. Failure to achieve the performance levels, as outlined in Section 5.3.6, may subject the Contractor to penalties, suspension, and/or termination of the contract. The Contractor shall strive at all times to provide quality customer service.

5.1.1. Vehicles shall be operated with primary regard for the safety, comfort, convenience, and overall satisfaction of passengers and the general public.

5.1.2. Service shall be provided as scheduled by the LADOT Charter Bus Coordinator only. The Contractor shall strive to maintain on-time performance; however, the Contractor shall not be held responsible for failure to provide on-time service due to unusual weather or traffic conditions or naturally occurring disasters, if sufficient documentation is provided to the City. Proposers shall discuss in the proposal their proposed operational plan for maintaining on-time performance. Proposers shall also discuss in their proposal their operational plan for expeditiously resuming service in the event of a road call or other interruption in service. Operational difficulties that result in missed trips or vehicles not operating as required by this RFQ shall be reported immediately to the City. Any changes or deviations not approved by the Charter Bus Coordinator may either be subject to fine(s), suspension, and/or render ineligible for payment.

5.1.3. Procedures shall be established in order to ensure that project management staff is aware of passenger complaints and operational problems. Drivers are to report any passenger complaints or vehicle operational problems immediately to management staff, who will

ensure that appropriate measures are taken by supervisory or maintenance staff to correct the problem and that all complaints are reported to LADOT.

- 5.1.4. Proposer shall discuss their plan for monitoring quality service, including Proposers shall discuss their plan for monitoring quality service, including on-time performance, missed trips, preventive maintenance of vehicles, vehicle cleaning, driver courtesy, etc. Proposers shall discuss any plans to sub-contract with an independent firm to assist in project monitoring.
- 5.1.5. The Contractor shall maintain a minimum of 90-percent (90%) on-time performance on every Service.
- 5.1.6. Notifications
- 5.1.6.1. Late Bus. The LADOT Charter Bus Coordinator will be immediately notified when any pick-up will be more than 15 minutes late. In addition, the driver is required to notify dispatch when he/she is late and/or unable to locate the assigned group. The driver shall wait at the site until further instructions are received from the Charter Bus Coordinator.
- 5.1.6.2. Delays. The Contractor shall promptly notify the LADOT Charter Bus Coordinator or designee via the Charter Bus Coordinator 24-hour emergency response phone number and request guidance when: 1) Contractor's employees are made aware of an occurrence, change in itinerary, or other fact that, if known to the City, might affect the group's permission to use the service; 2) Contractor learns of an existing or potential threat to the safety and security of the passengers, public and/or driver; or 3) Contractor gains information that may reduce or increase the fees chargeable to the City for the service. Examples include, but are not limited to:
- If a group cancels with the Contractor prior to the trip or at the pickup location.
 - If a group is able to fully occupy fewer buses than requested.
 - If group payment, as noted by City on the confirmation form, is not paid to the Contractor prior to group boarding the bus.
 - Continuing with the trip will jeopardize the safety of the passengers and/or the general public.
 - If any illegal substances are discovered on board the bus.
 - And if there are any other reasons requested by the LADOT Charter Bus Coordinator during the term of the Contract.
- 5.1.6.3. Potential Threats. Whenever the Contractor receives notice or has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of Service to be provided, the Contractor shall immediately notify the LADOT Charter Bus Coordinator or give notice to City staff via the LADOT Charter Bus Coordinator 24-hour emergency response telephone number. The Contractor shall consult with the City to determine the best method or course of action to alleviate or avoid such delay and shall

take such action thereafter in this matter as directed by the LADOT Charter Bus Coordinator.

- 5.1.6.4. Accidents. If a crash occurs during a trip, the Contractor shall immediately notify the LADOT Charter Bus Coordinator via the LADOT Charter Bus Coordinator 24-hour emergency response phone number by telephone and email the written report of the crash within 24 hours of the occurrence (see Exhibit 3 - Crash Report Form).
- 5.1.6.5. Serious Incidents. In the event of a serious incident such as bus breakdown; passengers who damage/graffiti on the bus or bring illegal substances on board; any incident involving law enforcement; etc., the Contractor shall immediately notify LADOT Charter Bus Coordinator by telephone and email and provide a written report of the incident within 24 hours of the occurrence (see Exhibit 4 - Road Call/Missed Trip/Incident Report).

5.1.7. Cleanliness.

- 5.1.7.1. Vehicle Interior. The Contractor shall cause, on a regularly scheduled basis, each vehicle to be maintained in a clean condition throughout, both interior and exterior. The Contractor shall ensure the cleanliness of each vehicle prior to the commencement of each service day. The exterior of each vehicle shall be kept clean from road dust, mud, tar, grime and graffiti.
- 5.1.7.2. Vehicle Interior. The interior of each vehicle will be thoroughly cleaned at least once each week. This complete cleaning shall include, but not be limited to: the ceiling, walls, area behind the seats, floors, driver's area, dashboard, ancillary equipment, and windows, which shall be cleaned regularly with marks and stains removed promptly. The interior shall be maintained free from roaches and other vermin at all times. The interior floor of each vehicle shall be swept and mopped by the Contractor prior to the commencement of each service day.
- 5.1.7.3. Any vehicle found by the City to be not in compliance with these cleaning provisions will be removed from service immediately without limiting the Contractor's service obligations. Once the Contractor has completed all required actions to correct any deficiencies found within this provision, the City shall inspect and approve all actions taken prior to the vehicle being eligible for use in scheduled service.
- 5.1.7.4. The Contractor is expressly prohibited from using any vermin control product, or application procedure for such a project, that would be hazardous to the health and well-being of the passengers and drivers of such vehicles.
- 5.1.7.5. The Contractor shall ensure that the interior passenger compartment of each vehicle shall be free from obnoxious odors from cleaning products; vermin control products, and exhaust fumes emitted by the engine of such vehicle.

- 5.1.7.6. The Contractor shall ensure that restroom facilities on the bus are kept in good working condition, clean and odor-free at all times.
- 5.1.7.7. The Contractor shall ensure that seats that are worn out, excessively stained or torn are replaced.
- 5.1.8. Bus Breakdown. In the event of a bus breakdown, the maximum response time within Los Angeles County shall be 90 minutes from the time of the scheduled service pickup for additional buses to be made available for the patrons to continue on to their destination. Response time for bus breakdowns outside of Los Angeles County will be evaluated on a case-by-case basis.
- 5.1.9. Graffiti Removal. The Contractor shall ensure that all buses are free of graffiti prior to the start of any trip requested by the City. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately. No bus shall start revenue service with graffiti on any surface of the vehicle. If graffiti is etched or scratched into the glass or insert, that glass or insert shall be repaired or replaced before the bus is placed back into service.
- 5.1.10. Vehicle Condition. All buses shall be free of any obvious damage to the interior and exterior and shall be thoroughly cleaned prior to the operation at the start of service. If a bus does not meet this standard, the bus will be removed from service until it meets these maintenance standards to the satisfaction of the LADOT Charter Bus Coordinator.
- 5.2. Personnel Performance Standards
 - 5.2.1. Drivers or fully trained back-up shall be available and on time for scheduled trips, to ensure consistent and reliable service.
 - 5.2.2. All personnel are responsible for knowledge of the service area, including the routing, ADA requirements as it relates to wheelchair passengers, etc. Project personnel shall maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel shall also report all passenger complaints and operational problems to project management staff immediately.
 - 5.2.3. Furthermore, the proposal shall describe how the performance of the drivers, mechanics, and supervisory personnel will be monitored and evaluated. For example, the drivers should be monitored and evaluated in terms of courtesy, schedule adherence, and their ability to drive safely. If the Project Manager is responsible for managing these activities, his or her time allocation should be reflected accordingly.
- 5.3. Operating Performance Penalties
 - 5.3.1. The City has established the following service performance standards to measure the Contractor's performance, set levels of standards and/or expectations, and impose compliance with the requirements and provisions of this RFQ. The monitoring activities shall include, but not limited to, vehicle cleanliness, completed vehicle trips, on-time submission of reports, heating and air conditioning system performance, and driver's safe operation of the vehicle.

- 5.3.2. The City reserves the right to add or modify the performance standards and penalties. The City may impose additional penalties as it deems necessary to enforce the RFQ's provisions.
- 5.3.3. The Contractor shall receive written notification, describing the Contractor's action (s) that warrant the assessment of penalties. The Contractor shall have ten (10) calendar days to present a written response to the City. If the LADOT Charter Bus Coordinator still determines that penalties are to be charged to the Contractor, at the LADOT Charter Bus Coordinator's sole discretion he/she shall either deduct any assessed penalties from any payments due to the Contractor or invoice the Contractor for any said penalties.
- 5.3.4. The Contractor shall ensure all vehicles have fully functioning heating and air conditioning units prior to leaving the yard. Failure to have a functioning air conditioning and heating unit at the time of the scheduled trip will result in a performance penalty of \$200 per occurrence.
- 5.3.5. The Contractor shall ensure that restroom facilities are clean, sanitary (in accordance with acceptable hygienic standards), in good working condition with supplies adequately provided, and shall be free from obnoxious odors at all times. If the Contractor agreed and confirmed to provide on-board restrooms, the bus operator shall ensure that keys to access the restroom are on the bus prior to leaving the yard. Failure of the Contractor to provide clean and working and/or access to on-board restrooms when agreed and confirmed will result in a performance penalty of \$300 per occurrence.
- 5.3.6. Performance Standards and Penalty Table

Performance Standards and Penalty Table

Performance Criteria	Frequency	Performance Measure	Performance Penalty Amount
Late Trips	Per occurrence	If the Contractor is late picking up the client for a scheduled trip and the bus arrives between 30 and 59 minutes after the designated pickup time.	\$500
	Per occurrence	If the Contractor is late picking up the client for a scheduled trip and the bus arrives 60 minutes or over after designated pickup time.	\$1,000
	Per occurrence	If the Contractor does not notify the City of the late pick-up, and a Charter Bus client notifies the City of a late pick-up.	\$500
	Per occurrence	If the Contractor does not notify the City of a late pick-up and City staff discovers the late pick-up.	\$500

Performance Criteria	Frequency	Performance Measure	Performance Penalty Amount
Missed Trips/No Show	Per occurrence	If the Contractor fails to provide a scheduled trip after it has been confirmed due to overbooking or an oversight and the Contractor is unable to dispatch a replacement bus.	\$1000 & a free trip of similar value. May be subject to reimbursing the client for applicable documented expenses due to missed trip. An apology letter from the Contractor to the client will be mailed through the Charter Bus Coordinator.
Heating and Air Conditioning Performance	Per occurrence	If the Contractor fails to ensure all vehicles have fully functioning heating and air conditioning units prior to start of revenue service each day.	\$500
Vehicle Upkeep	Per occurrence	If the Contractor fails to ensure that all buses scheduled to provide charter bus service are in good working condition, clean and free from any kind of graffiti on any internal and external surface of the vehicle.	\$500
Restroom	Per occurrence	If the Contractor fails to provide clean/sanitary (in accordance with acceptable hygienic standards) and working and/or access to on-board restrooms when agreed and confirmed, and free from obnoxious odors at all times.	\$500
Unsafe Performance of Vehicle Drivers	Per occurrence	If the driver is reported for unsafe operation of the vehicle.	\$500
Driver Courtesy	Per occurrence	If the driver is reported for discourteous or rude behavior, passing up a customer or refusing to operate a functioning wheelchair lift.	\$500 and an apology letter to the customer, mailed through the Charter Bus Coordinator.
Responsiveness		If the Contractor, at any time and especially in the event of an urgent need for contact, fails to communicate and/or respond to the Charter Bus Coordinator within 24 hours.	\$500
Notifications	Per occurrence	If the Contractor fails to notify the LADOT Charter Bus Coordinator or its designated City staff regarding an actual or potential situation that may delay or threatens to delay the timely performance of Services.	\$500
SPAB Driver	Per occurrence	If the Contractor fails to provide a certified SPAB driver and/or properly certified SPAB buses after the City requested a SPAB trip and was confirmed by the Contractor.	\$1000

Performance Criteria	Frequency	Performance Measure	Performance Penalty Amount
ADA Bus	Per occurrence	If the Contractor fails to provide an ADA accessible bus as requested by City and was confirmed by the Contractor, and/or the bus used for Service has an inoperable wheelchair lift or ramp and/or the driver does not know how to use the equipment.	\$1000
Communication System	Per occurrence	If a bus operates without a fully functioning communication system in the vehicle. Drivers should be in constant contact with the dispatch.	\$500
On-Time Performance	Per monthly service period	If the Contractor fails to maintain a minimum of ninety percent (90%) on-time performance for this Service.	\$1000
Bus Breakdown Replacement	Per occurrence	If the Contractor fails to send a replacement bus within the required timeframe. In the event of a bus breakdown, the maximum response time within Los Angeles County shall be minutes from the time of the scheduled service pickup for additional buses to be made available for patrons to continue on to their destination. Response time for bus breakdowns outside of Los Angeles County will be evaluated on a case-by-case basis.	\$500
Investigation on Accidental Injury/Death	Per occurrence	If the Contractor fails to fully cooperate with LADOT in the investigation of any accidental injury or death occurring on the Contractor's premises, including a complete written report to the LADOT Charter Bus Coordinator within twenty-four (24) hours of occurrence.	\$1000
Revocation of Charter License or Certificate (TCP-B).	Per occurrence	If the Contractor fails to notify the City within one (1) hour of the loss of its charter license or charter. If CPUC revokes the Contractor's certificate, the Contractor's buses shall immediately discontinue operations under this contract until the Contractor is able to reobtain a valid charter license or certificate issued by the CPUC.	\$1,000

Performance Criteria	Frequency	Performance Measure	Performance Penalty Amount
Employer Pull Notice Program	Per occurrence	If the Contractor fails to adhere to the notification requirements. The Contractor shall review California DMV records (Pull Notice Program) at least every six (6) months, beginning at the start of Service, for accidents, Vehicle Code (VC) violations, and valid driver's licenses of those employees whose job requires them to operate any Service vehicle. The Contractor shall notify the City within five (5) business days of the results of said checks and corrective actions taken, if any.	\$500
Compliance with Federal, State, or Local rules, regulations, or requirements.	Per occurrence	If the Contractor fails to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 + any fine(s) charged to the City by a regulatory or governmental agency.
CHP Terminal Inspection	Per occurrence	If the Contractor fails to pass a CHP terminal inspection with a satisfactory rating. (First time) Refer to Section 4.14.7 for more information.	\$1,000
CHP Terminal Inspection Report	Per occurrence	If the Contractor fails to provide the City the results of inspections provided by CHP within 24 hours.	\$1,000
CARB/SCAQMD/CHP/Other Governmental Agency	Per occurrence	If the Contractor receives a citation for smoke from the California Air Resources Board, South Coast Air Quality Management District, the California Highway Patrol, or other authorized governmental agency.	\$500
Submission of Reports	Per occurrence	If the City determines that a Contractor has intentionally not submitted a required report to LADOT on schedule, or has submitted inaccurate information to LADOT in order to avoid a performance penalty, a performance penalty of \$1,000 will be assessed and the contract may be terminated due to non-compliance.	\$1000

6. COMPENSATION AND INVOICING

The City shall pay the Contractor based on the costs contained in the submitted cost proposal, but not to exceed the budget approved by the City, for the complete and satisfactory performance of the terms and conditions of the Agreement for the period agreed upon.

6.1. Payment for Service

6.1.1. The Contractor shall perform work described in the RFQ for the prices reflected in Form C-5 - Cost Proposal. The Contractor's rate(s) (hourly, monthly, etc.) will include all administrative cost, labor, supervision, material, fuel cost, transportation, taxes, equipment, and supplies, unless stated otherwise in the RFQ.

6.1.2. Chargeable Service to City is defined as follows:

Regular trips are from the initial point of pickup to the destination and back to the point of return.

Split trips are from the destination drop-off until the scheduled destination pickup for return back to the point of origin, or another specified location. There will be a break in service at no charge to the City.

6.1.3. The Contractor shall submit the invoice for payment via email to the LADOT Charter Bus Coordinator. Subject to acceptance and approval by LADOT Charter Bus Coordinator, payment will be made within thirty (30) calendar days after receipt and approval of the Contractor's invoices by the City.

6.1.4. The Contractor shall submit invoices within sixty (60) days in arrears to the City. Invoices shall include documents supporting all charges and eligible expenses incurred by the Contractor.

6.1.5. The City will review all invoices and supporting documents for approval and accuracy. The City agrees to pay undisputed invoices within thirty (30) days upon receipt of invoices. If invoices are disputed, the City has the right to require additional evidence to determine invoices' validity and accuracy. The City has the right to withhold any and all payments to the Contractor until such evidence is received and the City accepts the corrections.

6.1.6. The City has the authority to withhold funds under the Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

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

6.1.8. All invoices shall be signed as well as backup documents shall be originals.

7. RESPONSE REQUIREMENTS

Respondents shall submit a response containing all required information and documents listed in this section. Award of contract will be based on the Respondent's qualifications, which will be evaluated based on the information provided in this section. Persons who wish to contract with the City may respond to this RFQ by submitting a Statement of Qualifications (SOQ) described in the following sections and

attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Exhibits, Forms, and Appendices. In addition, compliance documents with the City's contracting administrative requirements shall be submitted with the response to be considered for a contract award pursuant to this solicitation. Failure to adhere to this format may be cause for rejection of the proposal as non-responsive (see Exhibit 1 - RFQ Requirements Checklist).

Because some of the requirements require extensive time to complete, the City strongly encourages respondents to commence these activities prior to the Pre-Qualification Conference.

7.1. Minimum Requirement for Proposer Qualifications

7.1.1. **Three Years' Experience Requirement.** LADOT requires that a contractor shall have at least three (3) years of experience providing charter bus transportation services within the last five (5) years, as specified in the Scope of Services, for consideration of a proposal and the subsequent award of contract.

7.1.2. **Substitute Requirement.** If a firm is less than five (5) years in existence, LADOT will consider experience of the firm's principals or project leads to meet the minimum requirement for qualification if a firm can demonstrate their ability to provide quality charter bus transportation services. In such cases, LADOT reserves the right in determining substitute qualification requirements.

7.2. Proof of Qualifications

The City is issuing this RFQ to interested parties for charter bus transportation services. This service will provide charter bus transportation service to various groups as authorized by the Mayor. This RFQ has been structured to provide specific requirements, which function as a standardized framework for the evaluation of a prospective respondent's qualifications. Respondents shall submit a SOQ that fully describes the cost and technical operations necessary to provide charter bus transportation services. Respondents shall use Section 4 – Scope of Services and submit separate required documents listed in Section 7- Response Requirements to be considered.

Responses that do not provide all requested information listed in this subsection may be deemed non-responsive and disqualified from consideration.

7.2.1. **Statement of Qualifications Content and Format.** Responses to this solicitation shall be made in accordance with the content and format set forth in this section. Failure to adhere to the following format may be cause for rejection of the response as non-responsive.

7.2.1.1. **Cover Letter.** The SOQ shall contain a cover letter and introduction (limited to one (1) page) that contains the title "Charter Bus Statement of Qualifications," as well as the company name and address, the name, telephone number, and e-mail addresses of the person(s) who will be authorized to represent the Proposer regarding all matters related to the proposal and any contract subsequently awarded to said Proposer. This letter shall be signed by a person authorized to bind the company to all commitments made in the proposal.

The letter shall include a summary of representative experience relevant to the work described in detailed description of service categories, as set forth in Section 4 – Scope of Services and a brief statement of the Proposer's understanding of the work to be accomplished and include the following information:

- The legal business status (individual, partnership, corporation, etc.), address and telephone number of Proposer.
- Name, title, address, telephone number, and email address of the person(s) authorized to represent the Proposer to enter negotiations with the City with respect to the RFQ and any subsequently awarded contract. The cover letter shall also indicate any limitation of authority for any person named.
- The cover letter shall be signed by a representative or officer of the proposer who is authorized to bind the Proposer to all provisions of the RFQ, to all offers, statements, and pricing submitted in the Proposal, to a contract, and any subsequent changes to the contract if an award is made.

7.2.1.2. Table of Contents. A comprehensive table of contents that clearly identifies the material included in the SOQ, separated by section and page numbers.

7.2.1.3. Company Profile or Annual Report. SOQ shall include a detailed company portfolio, including evidence of the company's financial viability sufficient to complete the terms of the contract.

- The respondent's organization will be evaluated on the capability of the respondent to meet the terms of the solicitation and on demonstrated expertise in accomplishing similar work as evidenced by projects recently completed by the respondent. A respondent's SOQ shall address the following questions/statements; responses will be considered in the City's evaluation of the respondent:
 - What is your firm's experience working with the City of Los Angeles?
 - Describe your firm's communication experience with staff, stakeholders, advisory groups and decision makers.
 - Is your firm located in the Los Angeles area? If your firm is located outside the greater Los Angeles area, what will be done to ensure access and communication with City staff?

7.2.1.4. References. The proposer shall furnish at least three (3) credible references from municipalities with whom the proposer has done business with in the past seven (7) years for LADOT to contact. LADOT reserves the right to request additional references, to contact and verify all references, and to request additional supporting information from the Proposer as LADOT deems necessary. Please provide this information in Form C- - Client List and attach one copy per each reference. Proposers are to ensure that addresses, phone numbers, and email addresses are current and working.

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

7.2.2. Support Documents for Corporations and Limited Liability Companies

7.2.2.1. **Corporations:** If the response is submitted by a joint venture, then both firms shall sign the response in the name of the joint venture. If the proposer is a corporation, the response shall be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice-president, and a secretary, treasurer or chief financial officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation.

7.2.2.2. **Limited Liability Companies:** The Respondent shall provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the State of California, Secretary of State (Limited Liability Company Articles of Organization. If the Proposer's most recent Statement has only the "No change in information" box checked, the Proposer shall also submit the most recently endorsed "Statement of Information," which includes a list of corporate officers. The "Statement of Information" shall list the corporate officers.

7.2.3. Licenses and Certifications.

- Respondents shall submit a valid and active charter license or certificate issued by the California Public Utilities Commission.
- Respondents shall submit a copy of their current [California Highway Patrol Safety Compliance Inspection](#) Report.

7.2.4. Insurance. Successful Respondents shall comply with all of the insurance requirements set forth in Appendix A – Mandatory City Contracting Requirements, which are attached hereto and incorporated herein. During the Term of this Agreement and without limiting Contractor's obligation to indemnify, hold harmless and defend City, the Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management. The insurance shall: (1) conform to City's requirements; (2) comply with the Insurance Requirements as described in Appendix A, Section III, Section P, Insurance Requirements: Workers' Compensation, General Liability, Auto Liability attached hereto) and Form Gen. 146 in Appendix A, Attachment A, Exhibit 1, Insurance Contractual Requirements; and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Successful Respondents shall also provide evidence of a valid Business Tax Registration

Certificate issued by the City of Los Angeles. Both requirements shall remain in force during the entire period of the Contract. Please note: Submit proof of insurance coverage within 14 days after the City Council approval of the proposed contract or at least 14 days prior to the proposed contract's start date, whichever occurs last.

- 7.2.5. Security And Background Investigations. Background and security investigations of Contractor's staff may be required at the discretion of the City as a condition of beginning and continuing work under any resulting Contract. The Cost of background checks is the responsibility of the Contractor.
- 7.2.6. Homeland Security Plan. Proposers must outline their company's policy on responding to acts of terrorism, specifically how they propose to address these threats for this project. All Proposers must detail how they intend on mitigating the risks associated with terrorist acts for passengers, operators, and all other personnel including surveillance and security of equipment and facilities; coordination of emergency plans with the City; tactics and training to assess characteristics of a threat; implementation strategies for emergency response service; contingency plan for facilities; and transport of personnel. Successful Proposers will be required to update their Homeland Security Plan on an annual basis and must submit a plan to the City with their regular report requirements.
- 7.2.7. Form List. Respondent shall complete and submit the following documents:
- Form C-1 - Questionnaire
 - Form C-2 - Experience Form
 - Form C-3 - Client List
 - Form C-4 - Financial Background
 - Form C-5 - Cost Proposal
 - Exhibit 7 - Personnel Position and Task Report
 - Exhibit 8 - Statement of Equipment Form
 - Exhibit 9 - Proposer's Industrial Safety Record
 - Exhibit 10 - Proposer's Compliance with Minimum Requirements of RFQ for As-Needed Charter Bus Transportation Service Program
- 7.2.8. Additional Information. It is the Respondent's responsibility to prepare a response that is representative of the Respondent's qualifications. If there is any additional information that would assist the City in assessing the SOQ better, the Proposer should include all such information in the response under the title of Additional Information.

7.3. City Contracting Requirements

All compliance documents listed in Appendix A – Mandatory City Contracting Requirements, which are attached hereto and incorporated herein, shall be submitted with the proposal. The City will review all proposals to determine if the proposals contain minimum essential requirements outlined in the RFQ, including compliance with Appendix A, Attachment A, Standard Provisions for City Contracts (Rev. 6/24 [v.1]), attached hereto and incorporated herein. Failure to comply with these requirements may render the proposal non-responsive. Exemplars and/or explanatory materials for each item are provided in the cited attachments. For consistency of reference, all documents should be included in the order listed below, and marked as an attachment with the

corresponding letter designation utilized in this RFQ (e.g., Appendix A, Section I, Section H – Certification of Compliance with Child Support Obligations).

Responses with missing compliance documents and/or that do not comply with the City’s administrative requirements may be deemed non-responsive and disqualified from being considered.

8. SUBMITTING RESPONSES

All responses shall be submitted no later than Thursday, October 17, 2024, at 3:00 PM PDT.

Timely submission of responses is the sole responsibility of the Proposer. All responses delivered after the deadline will be returned to the Proposer. The City reserves the right to determine the timeliness of all proposal submissions.

LADOT will not accept hard copy proposal responses, including those delivered by hand-delivery, USPS, or other mail courier. All solicitation responses shall be received by the above deadline and submitted electronically through Hightail (<https://www.hightail.com/lite-signup>) to lindsey.estes@lacity.org with a copy to ladot.transitcontracts@lacity.org.

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

The responses shall be in PDF format and include the contents described in Section 8 - Submitting Responses. All responses shall not exceed forty (40) double-sided pages (eighty (80) pages of content), exclusive of cover, dividers, resumes, and other requirements.

8.1. Response Deadline

Responses shall be received by email no later than Thursday, June 20, 2024, 3:00 PM PDT, the RFQ submittal deadline. Documents submitted after the deadline will not be accepted.

8.2. Response Package

The response shall be in writing and submitted in two parts via email:

Part 1: One (1) digital copy in Portable Document Format (.pdf) of the written response with a cover letter. The response shall have a table of contents and numbered pages for ease of review by the evaluation committee. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Part 2: One (1) digital copy of the completed documents specified by the City of Los Angeles Administrative Contracting Requirements. The documents shall be submitted with the response, but in a separate PDF file. (For reference, a City Contracting Requirements Checklist is included in Appendix A – Mandatory City Contracting Requirements to assist in the preparation of these documents.)

Part 3: Financial Background Statement - All details required under Section 7.2.1.5 shall be submitted in a separate PDF document.

9. MANDATORY HYBRID PRE-QUALIFICATION CONFERENCE

9.1. Mandatory Hybrid Pre-Qualification Conference

A **mandatory hybrid** Pre-Qualification Conference will be held to provide an overview of the contents and requirements of this RFQ, including submittal information, City's Business Inclusion Program, Equal Benefits Ordinance, Affirmative Action Program, Labor Code Compliance, and any other applicable requirements. Prospective respondents who fail to attend this mandatory meeting **will not** be eligible to submit a response to this RFQ. City staff will be available to respond to questions regarding RFQ requirements and other mandated City policies and compliance requirements.

The mandatory hybrid Pre-Qualification Conference will be held via Zoom on Friday, September 18, 2024, at 10:00 AM PDT. Please register to receive the Zoom using the following form no later than Monday, September 16, 2024 at 5:00 PM PDT:

https://us02web.zoom.us/webinar/register/WN_YIGZ0cZ1RbSn1nKN3JYtA.

It is expected that all respondents attending this meeting will have reviewed the RFQ and its attachments in their entirety.

To maximize the effectiveness of the meeting, to the extent possible, respondents may submit questions, in writing, via Google Form, at <https://forms.gle/aC7isZWnMWEK9x1w9>, in advance of the meeting. The final deadline to submit any written questions is Wednesday, September 25, 2024, at 5:00 PM PDT. Questions and responses will be posted by Wednesday, October 9, 2024, on the City of Los Angeles Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org.

9.2. Reasonable Accommodations for Persons with Disabilities During the Meetings

As an entity covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposals, programs, services, and activities. If an individual with a disability requires accommodations to attend the mandatory hybrid meeting or any on-site visit, please contact the RFQ Administrator Lindsey Estes at lindsey.estes@lacity.org at least five (5) working days prior to the scheduled event.

10. TERMS OF WITHDRAWAL

All Responses shall be firm offers and may not be withdrawn for a period of three hundred and sixty-five (365) days following the deadline date for submission of response noted herein.

10.1. Withdrawal Prior to Due Date

Proposers may withdraw their Response provided that a request is submitted in writing and is received prior to the proposal deadline. A written request to withdraw, signed by an authorized representative of the Proposer, shall be submitted to LADOT Headquarters at 100 Main Street,

10th Floor, Los Angeles, California 90012, with a copy emailed to lindsey.estes@lacity.org and ladot.transitcontracts@lacity.org to ensure timely receipt. After withdrawing a previously submitted Response, the Proposer may submit another proposal at any time up to the specified submission deadline.

10.2. Errors and Withdrawal After Due Date

Proposers will not be released on account of errors. After Responses have been submitted and received, no Responses shall be withdrawn, except with the consent of the LADOT and only under the following conditions:

The Proposer sends within five (5) calendar days after the opening of the Responses, a written notice of a material error to the City of Los Angeles, Department of Transportation at the address specified herein for submittal of a Response.

In the notice, the Proposer:

- Specifies that the error results in a Response that is materially different than intended and describes in detail how the error occurred;
- Provides supporting documentation, including original material (should LADOT require additional clarification, information, and/or documentation, the Respondent shall respond within two (2) working days after receiving notification from LADOT);
- Acknowledges that should their request to withdraw be granted by LADOT, it is with the understanding that the LADOT will not accept a Response from them for this contract should there be a need to re-issue this RFQ.

11. EVALUATION AND SELECTION PROCESS

11.1. Evaluation and Selection Process

Evaluation of the proposals will be made by an Evaluation Committee consisting of at least three members appointed by LADOT.

The Evaluation Committee will rank all responsive proposals with respect to the evaluation criteria. The successful Proposer will be named after the proposals and presentations, if requested, are evaluated to select the most qualified Proposer.

The Evaluation Committee will recommend qualified respondents to the LADOT General Manager for contract award. LADOT reserves the right to award as many contracts as necessary to serve LADOT's needs. Recommendations regarding successful respondents and the award of one (1) or more as-needed contracts will be submitted to the Mayor's Office for approval.

All respondents will be notified of those awarded a contract via email. It is the respondent's responsibility to provide a valid email address in their cover letter when responding to this solicitation.

11.2. Mandatory Requirements

The City will review all proposals to determine if the proposals contain minimum essential requirements outlined in the RFQ, including instructions governing submission and format and compliance with Appendix A - Mandatory City Contracting Requirements. Those Proposals deemed non-responsive will be notified in writing.

11.3. Evaluation Criteria

LADOT will organize an Evaluation Committee to evaluate the proposals received pursuant to this RFQ. The Evaluation Committee will review all responsive proposals with respect to the criteria described below. The City reserves the right to revise the Evaluation Form included prior to being utilized by the Evaluation Committee and without notifying proposers.

Consultant will be evaluated according to the following criteria:

1	Qualifications of Proposer	<ul style="list-style-type: none"> ● Background and experience in providing Charter bus services. ● Experience working with large jurisdictions and providing charter bus services ● Capability to provide charter bus services on an as- needed basis 	40 points
2	Qualification of Proposed Staff	<ul style="list-style-type: none"> ● Project manager(s) and key staff members' background and experience in providing charter bus services 	20 points
3	Cost Effectiveness and Financial Stability	<ul style="list-style-type: none"> ● Cost Effectiveness and Financial stability to perform the requested services 	20 points
4	References	<ul style="list-style-type: none"> ● Consultant's references will be contacted for comments 	20 points
		TOTAL POSSIBLE POINTS	100 points

In evaluating proposals, LADOT may communicate with one or more of the proposers for the purpose of obtaining additional clarifying information. In submitting additional information, a proposer is not permitted to substantially embellish or change the original proposal, unless so directed by LADOT.

11.4. Requirements for Recommendation of a Contract Award

To be recommended for an award of contract as a Charter Bus Services Contractor with LADOT, pursuant to this solicitation, Proposers shall:

- 11.4.1. Meet the minimum qualifications requirement as stated in Section 7.1 - Minimum Requirements for Proposer Qualifications.

11.4.2. Attend the Mandatory Pre-Qualification Conference as stated in Section 2 - Schedule for RFQ Process and Section 9.1 - Mandatory Hybrid Prequalification Conference.

11.4.3. Submit all information and compliance documents required by this solicitation by stated deadline, including print out of documents completed and submitted via www.rampla.org. Refer to the City Contracting Requirements Checklist, attached in Appendix A - Mandatory City Contracting Requirements.

11.5. Failure to Complete Submittal Requirements

Failure to complete the Response submittal requirements by stated deadline will result in the respondent being deemed non-responsive and will not be evaluated for an award of contract. All respondents will be informed in writing if they have been deemed non-responsive and are thus ineligible to be evaluated for a possible award of contract.

11.6. Rejection/Termination Due to False Information or Other Data

In accordance with Los Angeles City Charter Section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City. The City may also reject the bid or proposal of any bidder or proposer who has previously failed to timely and satisfactorily perform any contract with the City."

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

12. PROTEST PROCEDURES

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

12.1. Protest Submission

Protests concerning this procurement process shall be sent by certified mail with return receipt to:

City of Los Angeles
Department of Transportation
Attention: General Manager
100 South Main Street, 10th Floor
Los Angeles, California 90012

At a minimum, protest document shall include the following:

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

The procedures and time limits set forth in this section are mandatory and are the Respondents' sole and exclusive remedy in the event of a protest. Failure by a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

12.2. Content Protest

Protests shall be sent certified mail and postmarked no later than seven (7) calendar days after the solicitation posting on the RAMPLA website. The day after the solicitation posting will be considered as day one (1). LADOT will respond in writing by certified mail to protestor(s) within fifteen (15) calendar days of receipt of the protest(s). If LADOT determines that a revision to the procurement process is appropriate, LADOT shall either extend the procurement process timeline or withdraw and reissue the solicitation. In either case any revisions to the procurement process will be posted on RAMPLA.

12.3. Contract Compliance Protest

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

12.4. Protest Against Another Respondent

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

12.5. Selection Process Protest

Officially signed and dated protests shall be received prior to the Mayor's approval to award any contract in response to this solicitation. Protests shall be sent certified mail and postmarked no later than ten (10) calendar days after the notification of recommendations for contract award. The day after the notification of award is emailed will be considered as day one (1). A protestor(s) contesting LADOT's recommendation of a respondent for contract award shall provide details of the facts that support their basis for protest.

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

12.6. Protest Review Process

Protests meeting the above criteria will be analyzed by LADOT personnel, and any recommended actions will be presented in a written report to the Mayor's Office. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session by the Standing Protest Committee. This Committee will consist of two (2) members of the City's Board of Transportation Commissioners and at least two (2) members of LADOT senior management staff not otherwise involved with the Response evaluation.

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

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

12.7. Conclusion of Protest and Final Report

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

12.8. Protests and Subcontractors

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

13. GENERAL INFORMATION

13.1. Acceptance of Terms and Conditions

Submission of a response pursuant to this solicitation constitutes acknowledgement and acceptance of all terms and conditions hereinafter set forth in this solicitation unless otherwise expressly stated in the proposal.

13.2. Award of Contract

The respondent(s) to whom a contract is awarded shall enter into a written contract with the City of Los Angeles in a form approved by the City Attorney. This solicitation and the Response, 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 respondent(s).

13.3. Response Conditions and Limitations

Respondents that set forth conditions or limitations different from those set forth in this solicitation may be considered non-responsive and rejected.

13.4. Solicitation Interpretations and Addenda

The City will notify any change to or interpretation of the solicitation in an Addendum, which will be posted in www.rampla.org, and it will become a part of the solicitation and may be incorporated into the contract.

13.5. Disposition of Responses

All responses submitted in response to this solicitation will become the property of the City of Los Angeles and a matter of public record. The respondents shall identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims is exempt from disclosure under the Public Records Act, (California Government Code Sections 6250 et seq.). Any respondent claiming such an exemption shall also state in its response that the respondent agrees to defend any action brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request thereof. Any respondent who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said Act.

13.6. Limitations

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

The respondent understands and agrees that the City will have no financial responsibility for any costs incurred by the respondent in responding to this solicitation.

The selected respondent agrees that in any action related to the awarded contract, venue will be in the County of Los Angeles, State of California.

13.7. Conference During the Proposal Period

After the expiration of the time to submit proposals and continuing until a contract has been awarded, all City personnel involved in the project are directed NOT to hold any meetings, conferences, or technical discussions with any Proposer except as provided in this section. Proposers shall not communicate in any manner with City personnel regarding the RFQ or the

proposals during the period of time unless authorized, in writing, by the Evaluation Committee. Failure to comply with this requirement will automatically terminate further consideration of that Firm's proposal.

13.8. Disposition of Proposals

All proposals submitted in response to this RFQ will become the property of the City and will be a matter of public record. Proposers shall identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.).

Any Proposer claiming such an exemption shall identify the specific provision of the Public Records Act that provides an exemption from disclosure for each item the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption shall also state in its proposal that the proposer agrees to defend, indemnify, and hold harmless the City, its Officers, and employees from any action brought against the City for its refusal to disclose such material, trade secrets, and other proprietary information to any party making a request therefor. Any Proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act.

14. GENERAL TERMS AND CONDITIONS

14.1. Standard Provisions for City Contracts

During the contract term, the Contractor and its subcontractors shall abide by the Standard Provisions for City Contracts (Rev. 6/24 [v.1]), attached hereto and labeled as Appendix A - Mandatory City Contracting Requirements.

14.2. City Contracting Requirements

Compliance documents for the City's Contracting Requirements shall be submitted with the proposal or through [RAMPLA.org](https://www.rampla.org), as specified in Appendix A - Mandatory City Contracting Requirements. Failure to comply with these requirements may render the proposal non-responsive. Examples and/or explanatory material for each item are provided in Appendix A - Mandatory City Contracting Requirements. For consistency of reference, all documents should be included in the order listed and marked as an attachment with the corresponding letter designation utilized in the Checklist provided.

Because some requirements require extensive time to complete, the City strongly encourages Proposers to commence these activities before the Mandatory Pre-Qualification Conference.

14.3. Insurance Requirements

The Contractor will maintain mandatory insurance coverage throughout the contract term. The Contractor will upload the insurance renewals into the City's compliance system at <https://www.kwikcomply.org> at the time of renewal.

14.4. Executive Directive 35 Requirement

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

15. GENERAL CITY RESERVATIONS

- 15.1. City reserves the right to verify the information in the Response.
- 15.2. If a respondent knowingly and willfully submits false information or other data, the City reserves the right to reject that response. If a contract was awarded as a result of false statements or other data submitted in response to this procurement process, the City reserves the right to terminate that contract.
- 15.3. Submission of a response to this procurement process constitutes acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of three hundred and sixty-five (365) calendar days from the date set for receipt of responses. Firms selected for a contract award pursuant to this procurement process will be required to enter into a written contract with the City approved as to form by the City Attorney. This solicitation and the Response, or any parts thereof, may be incorporated into and made a part of the final contract. The City reserves the right to further negotiate the terms and conditions of the contract. The final contract offer of the City may contain additional terms or terms different from those set forth herein.
- 15.4. The City reserves the right to waive any informality in the process when to do so is in the best interest of the City.
- 15.5. The City reserves the right to withdraw this solicitation at any time without prior notice and the right to reject any and all responses. The City makes no representation that any contract will be awarded to any firm responding to this procurement process.
- 15.6. 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.
- 15.7. All costs of response preparation are the responsibility of the Respondent. The City, in any event, is not liable for any pre-contractual expenses incurred by the Respondent in the preparation and/or submission of the response.
- 15.8. Responses will be reviewed and rated by the City as submitted. Firms may make no changes or additions after the deadline for receipt.

- 15.9. 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 of poor past or current performance with the City or other funding source.
- 15.10. The City reserves the right to retain all responses submitted and the Responses shall become the property of the City. Any department or agency of the City has the right to use any of the ideas presented in the Responses submitted in response to this procurement process. All responses received by the City will be considered public records subject to disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Applicants shall identify any material they claim is exempt from disclosure under the Public Records Act. In the event such exemption is claimed, the applicant will be required to state in the Response that he or she will defend any action brought against the City for its refusal to disclose such material to any party making a request thereof. Failure to include such a statement shall constitute a waiver of Proposer's right to exemption from disclosure.
- 15.11. Upon completion of all work under the contract, ownership and title of all reports, documents, plans, drawings, specifications, and estimates produced as part of the contract will automatically be vested in the City of Los Angeles, and no further agreement will be necessary to transfer ownership to any City entity. Copies made for the contractor's records shall not be furnished to others without written authorization from the City of Los Angeles Department of Transportation.
- 15.12. The City may award a contract on the basis of the Responses submitted, without discussions, or may negotiate further with those Respondents within a competitive range. Responses should be submitted on the most favorable terms for the City the Respondent can provide.

16. EVALUATION OF CITY PERSONAL SERVICES CONTRACTORS

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

17. EXHIBITS

- Exhibit 1 - RFQ Requirements Checklist
- Exhibit 2 - Charter Bus Service Area Map
- Exhibit 3 - Crash Report Form
- Exhibit 4 - Road Call/Missed Trip/Incident Report
- Exhibit 5 - Complaint Form
- Exhibit 6 - Controlled Substance and Alcohol Testing Program
- Exhibit 7 - Personnel Position and Task Report
- Exhibit 8 - Statement of Equipment Form
- Exhibit 9 - Proposer's Industrial Safety Record
- Exhibit 10 - Proposer's Compliance With Minimum Requirements of RFQ for As-Needed Charter Bus Transportation Service Program

18. FORMS

Charter Bus Qualification Instructions for Cost Component Forms

- Form C-1 - Questionnaire
- Form C-2 - Experience Form
- Form C-3 - Client List
- Form C-4 - Financial Background
- Form C-5 - Cost Proposal

19. APPENDIX

Appendix A – Mandatory City Contracting Requirements

- City Contracting Requirements Checklist
- Request for Qualifications City Contracting Requirements
- Standard Provisions for City Contracts (Rev. 6/24 [v.1])

18. EXHIBITS

EXHIBIT 1 - RFQ REQUIREMENTS CHECKLIST

Exhibit 1: RFQ Requirements Checklist

Requirement	Section	Due Date	Response Package	Y/N
Attendance of Pre-Qualification Conference Registration Link: https://forms.gle/Drg7YmEjULhVQScdA Zoom Registration Link: https://us02web.zoom.us/webinar/register/WN_YIGZ0cZ1RbSn1nKN3JYTtA	RFQ Overview, Section 2, Section 9, Section 11.4	September 18, 2024 at 10:00AM		
Submission of Questions and Requests for Clarification (https://forms.gle/aC7isZWnMWEK9x1w9)	RFQ Overview, Section 2, Section 9.1	September 25, 2024 at 5:00PM		
Cover Letter	Section 7.2.1.1, Section 8.2	October 17, 2024 at 3:00PM	PART 1	
Valid and active charter license or certificate issued by the California Public Utilities Commission (CPUC)	Section 7.2.3	October 17, 2024 at 3:00PM	PART 1	
Current California Highway Patrol Safety Compliance Inspection Report	Section 4.14.7, Section 7.2.3	October 17, 2024 at 3:00PM	PART 1	
Form C-1 - Questionnaire Form C-2 - Experience Form Form C-3 - Client List Form C-4 - Financial Background Form C-5 - Cost Proposal	Section 7.2.7, Section 18	October 17, 2024 at 3:00PM	PART 1	
Exhibit 7 – Personnel Position and Task Report Exhibit 8 – Statement of Equipment Form Exhibit 9 – Proposer’s Industrial Safety Record Exhibit 10 - Proposer’s Compliance With Minimum Requirements of RFQ for As-Needed Charter Bus Transportation Service Program	Section 7.2.7, Section 18	October 17, 2024 at 3:00PM	PART 1	
Qualifications of Proposer	Section 7.1, Section 11.3	October 17, 2024 at 3:00PM	PART 1	
Qualification of Proposed Staff	Section 11.3	October 17, 2024 at 3:00PM	PART 1	
City Contracting Requirements	Section 7.3, Section 14.2, Section 19	October 17, 2024 at 3:00PM	PART 2	
Company Portfolio or Annual Report (Proposer Financial Documents, Surety Information, Bankruptcy Information, and Pending Litigation Details)	Section 7.2.1.3, Section 7.2.1.5	October 17, 2024 at 3:00PM	PART 3	
RFQ Proposal Deadline	RFQ Overview, Section 2, Section 8	October 17, 2024 at 3:00PM		

EXHIBIT 2- CHARTER BUS SERVICE AREA MAP

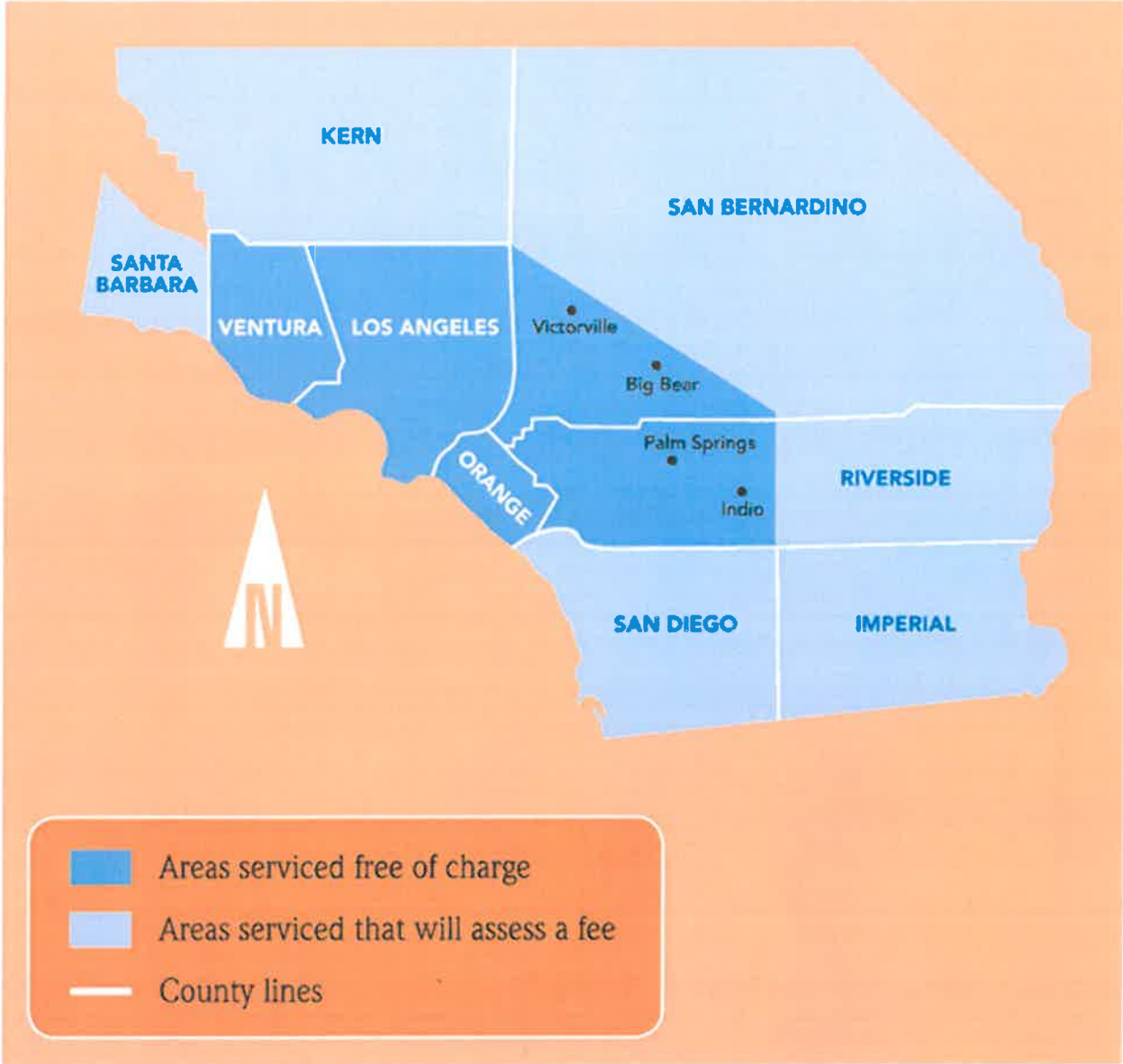


EXHIBIT 3 – CRASH REPORT FORM

ACCIDENT REPORT

COMPANY NAME: _____

NAME/SIGNATURE OF PREPARER: _____

DATE SUBMITTED: _____

1. Date and time of accident: _____

2. Bus driver assigned to this trip: _____

3. Trip ID #: _____ Bus ID #: _____

4. Number and type of passengers: _____

5. Location: _____

6. Describe how accident happened: _____

7. Describe any physical injuries (if any) and names of injured passenger(s): _____

8. Describe bus damage: _____

9. Action taken: _____

10. Replacement bus sent? _____ Response time: _____

11. Additional Comments: _____

EXHIBIT 4- ROAD CALL/MISSED TRIP/INCIDENT REPORT

ROAD CALL/MISSED TRIP/INCIDENT REPORT

COMPANY NAME: _____

NAME AND SIGNATURE OF PREPARER: _____

REPORT TYPE: _____ DATE SUBMITTED: _____

1. Date of road call, missed trip or incident: _____
2. Time of road call, missed trip or incident: _____
3. Bus driver assigned to this trip: _____
4. Trip ID #: _____ Bus ID #: _____
5. Number and type of passengers: _____
6. Location: _____
7. Cause of problem: _____

8. Steps taken to resolve problem/resume service quickly: _____

9. Response Time: _____ Replacement bus sent? _____
10. Additional Comments: _____

EXHIBIT 5 - COMPLAINT FORM

CITY OF LOS ANGELES
DEPARTMENT OF TRANSPORTATION
CHARTER BUS PROGRAM
COMPLAINT FORM

DATE OF COMPLAINT: _____

TRIP ID NUMBER: _____

GROUP NAME: _____

TRIP DATE(S): _____

TRIP PICK-UP TIME: _____

TRIP RETURN TIME: _____

PICK-UP LOCATION(S): _____

TRIP DESTINATION(S): _____

BUS COMPANY ASSIGNED: _____

APPROVING AGENCY: _____

AGENCY CONTACT PERSON: _____

DETAILS OF COMPLAINT: _____

Note: Due investigation must be conducted by the responsible agency/contractor and submitted to LADOT Charter Bus Coordinator within 7 days from the date of complaint. Complaints determined to be valid will be issued a warning or trip suspension (as the case may be).

**EXHIBIT 6 - CONTROLLED SUBSTANCE AND
ALCOHOL TESTING PROGRAM**

CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM

1. Substance Abuse Testing

It shall be the duty of Contractor to take all steps feasible to ensure that those employed personnel, independent contractors' or subcontractors' employees servicing or operating Service Vehicles pursuant to this Scope of Work do not perform those functions under the influence of alcohol, controlled substances, or medication, which impairs their judgment or physical ability.

In meeting this duty, Contractor shall, at a minimum, do the following:

- a. Promulgate and Distribute to All Personnel a Written Policy Statement Prohibiting Servicing and/or Operating Service Vehicles While Under the Influence of Alcohol, Controlled Substances, or Any Medication Which Impairs Judgment or Physical Ability

The written policy statement shall indicate Contractor's intention to:
(1) initiate substance abuse testing as described herein below;
(2) immediately suspend any personnel testing "positive" for substance abuse from servicing or operating Service Vehicles pending review pursuant to the procedure described herein below;
and (3) absent overruling on review to permanently prohibit such person from servicing or operating Service Vehicles.

- b. Institute a Comprehensive Program for Substance Abuse Testing for All Personnel Entailing Urinalysis and/or Blood Tests

1. Pre-employment testing of job applicants, independent contractors' and subcontractors' employees all as part of the pre-employment physical examination

Urine and/or blood samples will be taken as part of the pre-employment physical examination process and will be subjected to recognized testing procedures employed by duly licensed clinical laboratory technicians to determine the presence of alcohol and/or any controlled substance as that term is used in the Health and Safety Code, Section 11054, including, but not limited to, marijuana and its derivatives, opium and its derivatives, methaqualone, methamphetamine, lysergic acid diethylamide, psilocybin, or mescaline. Evidence of controlled substance presence in urine or blood of any job

applicant shall require denial of the job application. Evidence of a blood alcohol level at the time of testing of greater than 0.04 percent shall likewise require denial of the job application. If Contractor at any time during the period of this Contract uses or contemplates usage of independent contractors' or subcontractors' employees to service or operate the Service Vehicles, the individuals who would perform such functions under such contractual arrangement shall be tested in the fashion described hereinabove and shall be prohibited from performing said functions upon testing "positive" for controlled substance use or blood alcohol concentration in excess of 0.04 percent.

2. Mandatory drug testing within three hours of a traffic accident or incident giving rise to a suspicion of substance abuse

The Provider shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees involved in a traffic accident while operating a Service Vehicle within as short a time as possible following the accident and in no event to exceed three hours thereafter.

The Provider shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees servicing or operating a Service Vehicle as to whom a report has been received from the public or from coworkers or supervisors as to involvement in a physical altercation, being verbally abusive or otherwise acting in a bizarre manner. The Provider shall make arrangements to provide for continued public transportation service prior to ordering the subject individual to report for drug testing, but shall make every effort to have the testing occur within three hours of the reported incident.

In addition to the testing required under Subsection 1.b.1 hereinabove, the testing required pursuant to this subsection shall include testing for the presence of prescription drugs and other over-the-counter medications which are known, on occasion, to cause drowsiness, impairment of judgment, and/or impairment of physical coordination and activity. This classification of substance is intended to include among other things: antihistamines, tranquilizers, painkillers, mood elevators, and psychotropics.

All persons testing "positive" for controlled substance abuse or showing blood-alcohol concentration in excess of 0.04 percent shall be immediately suspended from servicing or operating Service Vehicles pending review pursuant to the review procedure set forth herein below. In the absence of an overruling of the suspension pursuant to the review procedure, the Provider shall permanently prohibit these individuals from servicing or operating Service Vehicles pursuant to this Scope of Work.

All persons whose tests indicate a blood-alcohol concentration greater than 0.00 percent but less than 0.04 percent or show the presence of a medication known on occasion to cause drowsiness, impairment of judgment, and/or impairment of coordination, and other physical abilities shall be immediately suspended from servicing or operating a Service Vehicle for a period of 24 hours. These individuals shall be given oral explanation and warning confirmed in writing and noted in the personnel file with respect to the potential safety hazard posed by the involved substance.

3. Non-discretionary, Random Substance Abuse Testing

The Provider shall identify all personnel, independent contractors', or subcontractors' employees scheduled to service or operate Service Vehicles pursuant to this Scope of Work and place their names in a data pool susceptible to truly random accessibility either physically as by placement of cards in a tumbler or by programming of an information retrieval system.

Names of individuals shall be chosen for random testing on a schedule designed to test 25 percent of the relevant personnel and affected other personnel quarterly which schedule shall be set forth in a public statement distributed quarterly to all personnel and affected other persons. In no event shall the employee have more than six hours notice prior to his or her appointment for the test.

The testing shall take place on company time at a location that does not require the person tested to expend more personal time in traveling to or from the testing site than would otherwise be expended in traveling to or from a work location.

The testing shall be as to controlled substance abuse and/or blood-alcohol concentration as set forth in Subsection 1.b.1. Upon evidence of a blood-alcohol level in excess of 0.04 percent or of the presence of any controlled substance in any tested individual, the Provider shall immediately suspend that individual from servicing or operating a Service Vehicle pursuant to this Scope of Work.

If the finding of substance abuse is not overruled upon review, the Provider shall permanently prohibit any such individual from servicing or operating Service Vehicles pursuant to this Scope of Work.

4. Double Testing

All urine and/or blood samples taken for the testing described hereinabove which test positive shall be processed twice for each subject substance. In those cases where it is necessary to perform a second test on a urine sample, the second test shall use a different methodology to assure the validity of the results.

No disciplinary action set forth herein shall be taken unless the urine or blood tests "positive" for the subject substance in each test.

5. Notification of Suspension and Intent to Prohibit Servicing or Operating Vehicles or Performance of Function with Potential Impact upon Public Safety

The Provider shall, upon receipt of substance abuse test results warranting action hereinunder, notify the subject individual of his immediate suspension and of the Provider's intention to prohibit performance of specified duties. The Provider is not required hereby to terminate employment of the individual altogether.

c. Institute A Review Procedure

The Provider shall provide use of a meeting room and, as to the employee Board member, paid time for the convening of a drug-testing Review Board on an as-needed basis.

An individual must request a review in writing and must deliver that request to any superior within two business days of receipt of the

notice of suspension or forfeit his right of review. The superior shall deliver the request to any Board member.

The Board shall consist of a member appointed by the Provider, an employee representative (who shall be an employee of the Provider), and a third party chosen by the other two.

The Board shall decide upon the consequences of the substance testing set forth in Subsection 1.b above within one week of receipt of the request for review.

The Board shall hold short hearings at which the individual tested shall have the opportunity to dispute the fact of substance abuse and present evidence of extenuating circumstances.

The rules of evidence need not be applied. The fact of substance abuse will be presumed from the results of the substance test. Anticipated as the factual basis for rebutting that presumption would be a contrary test result obtained by the individual voluntarily in a relevant time frame from a competent disinterested laboratory.

The Board may make ex parte inquiries to County Health officials with respect to any review proceeding.

The Board has absolute discretion to question extenuating circumstances.

The Board shall vote on whether to sustain or overrule the prohibition intended to be imposed within one week of the hearing. A two-thirds vote is required to overrule the Provider's intended work prohibition.

The decision shall be written but need not be a formal document.

1. Confidentiality

The substance test results and any material presented to the Review Board shall be maintained in a confidential file by the Provider. The confidentiality shall be of a limited nature. The files will not be available for public inspection and the information therein shall not be otherwise published. The County shall have access thereto, however. Statistics generated without specific reference to individuals may be published or made available for public inspection; and the Provider will not refuse to honor a criminal or civil subpoena relative thereto.

2. Liability

The County shall indemnify, defend, and hold harmless the Provider, its officers, agents, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages arising from the institution of legal proceedings challenging the right of the Provider to subject its employees to mandatory random drug and alcohol abuse testing, or to require its subcontractors to do the same.

**CITY OF LOS ANGELES MANDATORY
CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM
QUARTERLY REPORT**

Provider:

Reporting Period:

Agreement/Contract No.

Project:

A requirement of the subject Agreement or Scope of Work is the mandatory quarterly drug testing program. Please complete and submit one of these forms no later than 15 days after the end of each quarter.

FAX to: (626) 979-5313

I. <u>RANDOM TESTING</u>	<u>DRIVERS</u>	<u>MECH.</u>	<u>OTHER</u>	<u>TOTAL</u>
a. Number of drivers and mechanics assigned to project this quarter.	_____	_____	_____	_____
b. Number of random test (25% minimum)	_____	_____	_____	_____
c. Number of positive tests results	_____	_____	_____	_____
d. Number of positive second tests	_____	_____	_____	_____
e. Action taken due to second positive tests	_____			_____
II. <u>PRE-EMPLOYMENT TESTING</u>				
a. Number of potential employees tested	_____	_____	_____	_____
b. Number of positive tests results	_____	_____	_____	_____
c. Action taken on positive tests				
III. <u>INCIDENT-RELATED TESTING</u>				
a. Number of employees tested	_____	_____	_____	_____
b. Number of positive tests results	_____	_____	_____	_____
c. Number of positive second tests	_____	_____	_____	_____
d. Action taken due to second positive tests				

Prepared By

Date

EXHIBIT 7 - PERSONNEL POSITION AND TASK REPORT

LADOT – CHARTER BUS PROGRAM

PERSONNEL POSITION AND TASK REPORT AS OF (DATE)

Position Please list (below) the names of each person currently assigned to the project and indicate (across) the number of labor hours per year dedicated to specific duties by position.	Administration	Dispatch	Maintenance	Training	Other Duties: Specify hours & project below	Other Non-LADOT Projects: Specify hours & projects below
Project Manager 1.						
Asst Project Manager 1.						
Supervisor 1.						
Dispatcher 1.						
Drivers 1. 2. 3. 4. 5. 6. 7.						
Others (Specify) 1. 2. 3. 4. 5.						

CONTRACTOR:

SERVICE:

AUTHORIZED SIGNATURE:

DATE:

EXHIBIT 8 - STATEMENT OF EQUIPMENT FORM

EXHIBIT 9 - PROPOSER'S INDUSTRIAL SAFETY RECORD

RESPONDENT'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____
 SERVICE BY PROPOSER: _____
 PROPOSAL DATE: _____

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2019	2020	2021	2022	2023	Total	Current Year, to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

 Name of Proposer or Authorized Agent (print)

 Signature

 Date

**EXHIBIT 10 - PROPOSER'S COMPLIANCE WITH MINIMUM
REQUIREMENTS OF RFQ FOR AS-NEEDED CHARTER BUS
TRANSPORTATION SERVICE PROGRAM**

**PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFQ FOR
AS-NEEDED CHARTER BUS TRANSPORTATION SERVICE PROGRAM**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including a detailed narrative/resume in your SOQ to support the minimum mandatory requirements of this RFQ, any inconsistencies or inaccuracy in the information provided on this form, and/or your SOQ, may subject your SOQ to disqualification or other actions, at the sole discretion of the City.

At the time of SOQ Submission, Proposer must meet the following minimum requirements:

Subcontracting is not allowed for this service. If a proposer makes reference to a subcontractor or if a proposer includes a list of subcontractors to perform the work requested, the bid will be immediately disqualified.

1. Proposer must have three years of experience providing charter bus transportation services, within the last five years.

- Yes. Proposer meets the experience requirement stated above. (In addition to responding on this form, please provide a detailed narrative in your bid to support this minimum mandatory requirement).

DATES OF EXPERIENCE (Mth/Yrs to Mth/Yrs)	DESCRIPTION OF SERVICES/EXPERIENCE Please provide a detailed narrative of Proposer's experience in your RFQ to validate this minimum mandatory requirement.

- No. Proposer does not meet the experience requirement stated above.

2. Proposer has submitted a copy of a valid and active charter license or certificate issued by the California Public Utilities Commission.

- Yes. Proposer has submitted a copy of a valid and active charter license or certificate issued by the California Public Utilities Commission. (In addition to responding on this form, as specified in Part I, Section X.A.6, Licenses and Certifications, please provide copies in your proposal, provide the names of the staff assigned to this Contract and indicate type of certification they possess to support this minimum mandatory requirement).

Type of License / Certificate	License / Certificate No.	Valid/Active Dates	Page Number

- No. Proposer did not submit copy of a valid and active charter license or certificate issued by the California Public Utilities Commission.
3. Proposer must provide copies of all "Satisfactory" California Highway Patrol (CHP) Safety Compliance Inspections (or passed all re-inspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501[c]). Inspection documents from other agencies will not be accepted.
- Yes. Proposer does meet the minimum mandatory requirement stated above and has received a "**Satisfactory**" rating on the CHP's Safety Compliance Inspections (or passed all re-inspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.
- Proposer has received an "**Unsatisfactory**" rating on the CHP's Safety Compliance Inspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a "**Conditional**" or "**Satisfactory**" rating within the CHP's 120-day re-inspection period and/or received a "Conditional" rating and upgraded to a "**Satisfactory**" rating within the CHP's 180-day re-inspection period as evidenced by the CHP Safety Compliance Inspection reports attached to bid.
- No. Proposer does not meet the minimum mandatory requirement stated above. Proposer has received an "**Unsatisfactory**" rating and did not upgrade the rating to a "**Conditional**" or "**Satisfactory**" within the CHP's 120-day reinspection periods and/or received a "**Conditional**" rating and did not upgrade the rating to "**Satisfactory**" within the CHP 180-day re-inspection period, whether on the initial inspection or the CHP re-inspection, the Proposer will have failed this criteria.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Bid are made, the Bid may be rejected at the sole discretion of the City.

Proposer's Name	
Authorized Representative Name:	
Signature:	Date:

19. FORMS

FORMS

PROPOSAL INSTRUCTIONS FOR COST FORMS

- C-1 QUESTIONNAIRE
- C-2 EXPERIENCE FORM
- C-3 CLIENT LIST
- C-4 FINANCIAL BACKGROUND
- C-5 COST PROPOSALS

COST PROPOSAL INSTRUCTIONS AND FORMS

- NOTE: All information on Cost Proposal Forms must be provided according to the following instructions to be considered a responsive proposal.
- (A) All cost information and proposals shall be based on the type of service to be provided and the associated operating requirements as specified in this Request for Qualification.
 - (B) Proposers must complete Form C-1. All proposals shall be accompanied by the statement of an individual authorized to bind the offer, to the effect that all work shall be performed for the quoted prices, which will become the fixed price upon completion of contract negotiations. This statement must be attached to Form C-1 and submitted with the proposal.
 - (C) Proposers must complete Forms C-2 through C-4 and submit these forms with their proposal.
 - (D) Form C-5 - Cost proposals, may be submitted for one or all of the following bus types: (a) Air-conditioned Coach Buses, (b) Economy School Buses, (c) Wheelchair-Accessible Buses, (d) Transit Vehicles, (e) Student Public Activity Buses (SPAB), and (b) Economy School Buses. A separate cost proposal form must be submitted for each bus type proposed for operation by the respondent. The City reserves the right to award only one bus type to a respondent, regardless of whether other bus types were proposed. All rates and information must be completed for each bus type you are proposing to operate.
 - (E) Forms C-5-a thru C-5-f (1.a and 1.b), require rates for 5-hour minimum trips and hourly rate for additional hours in excess of the 5-hour minimum. Trips over 5 hours but less than 24 hours in length may be billed using either the proposed hourly rate(s) or mileage rate(s), but not a combination of the two (1.c). The City will determine if the trip will be billed as a split trip (excludes non-service time between first drop-off and return trip pick-up) or as a continuous trip.

FORM C-1 - QUESTIONNAIRE

1. Legal name of proposer:

2. Mailing address of proposer for purposes of notice or other communication relating to the proposal:

3. Contact person, job title, telephone number, and email address:

4. Has your company been terminated from a contract in the past ten (10) years?

Yes _____ No _____ If yes, please provide name of client and explanation.

5. If selected, you intend to carry on the business as:

Sole Proprietor _____ Partnership _____ Corporation _____

Sub-Contractor _____ Joint Venture _____ Limited Liability Company _____

Other, please specify below _____

FORM C-2 - EXPERIENCE FORM

Describe each entity for which services were provided during the past three (3) years. Please make additional copies of this form as needed to identify all clients.

Type of Service Provided_____

Provided Service as the Prime Contractor Sub-Contractor_____

Names of Other Contractors involved and Service Provided_____

Client Name_____

Address_____

Manager/Contact Person(s)_____

Job Title(s)_____

Telephone number_____

Service Contract Dates_____

Days and Hours of Operation_____

Annual Gross Revenues Collected_____

Number of Employees_____

FORM C-3 - CLIENT LIST

1. Firm Name: _____
Street: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____
Length of Service: _____ to _____
2. Firm Name: _____
Street: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____
Length of Service: _____ to _____
3. Firm Name: _____
Street: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____
Length of Service: _____ to _____
4. Firm Name: _____
Street: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____
Length of Service: _____ to _____

(Use additional sheets as necessary)

FORM C-4 - FINANCIAL BACKGROUND

All information requested below must be furnished by the proposer and must be submitted with the proposal. Statements must be complete, accurate, and in the format requested. Omission, inaccuracy or misstatement may be caused for rejection of the proposal. Additional sheets may be attached hereto as necessary.

1. Financial Statements

Attach financial statements, including balance sheets and income statements prepared by an independent certified public accountant for the past 3 years to reflect the financial condition of the proposer.

2. Surety Information

Has your business ever had a bond or surety canceled or forfeited? Yes No

If yes, attach a statement naming the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

3. Bankruptcy Information

Has your business ever filed for bankruptcy? Yes No

Has your business ever been declared bankrupt? Yes No

If yes, complete the following:

<u>Date</u>	<u>Court Jurisdiction</u>	<u>Amount of Liabilities</u>	<u>Amount of Assets</u>

4. Pending Litigation

Attach detailed information regarding any litigation, liens, or claims involving any participant in this proposal.

FORM C-5
COST PROPOSAL

TYPE OF SERVICE: AIR-CONDITIONED COACH BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (5-hour minimum for each direction) whichever is greater.

1. a. 5 Hour Minimum

Bus Capacity # of Passengers	5 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 5 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$	\$	\$	\$	\$
Deadhead Miles	\$	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
Wi-fi	
Other (please specify)	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: ECONOMY SCHOOL BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (5-hour minimum for each direction) whichever is greater.

1. a. 5 Hour Minimum

Bus Capacity # of Passengers	5 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 5 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$	\$	\$	\$	\$
Deadhead Miles	\$	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
Wi-fi	
Other (please specify)	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: WHEELCHAIR ACCESSIBLE BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (5-hour minimum for each direction) whichever is greater.

1. a. 5 Hour Minimum

Bus Capacity # of Passengers	5 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 5 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$	\$	\$	\$	\$
Deadhead Miles	\$	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
Wi-fi	
Other (please specify)	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: TRANSIT VEHICLES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (5-hour minimum for each direction) whichever is greater.

1. a. 5 Hour Minimum

Bus Capacity # of Passengers	5 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 5 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$	\$	\$	\$	\$
Deadhead Miles	\$	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
Wi-fi	
Other (please specify)	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: STUDENT PUBLIC ACTIVITY BUS (SPAB)

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (5-hour minimum for each direction) whichever is greater.

1. a. 5 Hour Minimum

Bus Capacity # of Passengers	5 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 5 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$	\$	\$	\$	\$
Deadhead Miles	\$	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
Wi-fi	
Other (please specify)	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: MOUNTAIN

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (5-hour minimum for each direction) whichever is greater.

1. a. 5 Hour Minimum

Bus Capacity # of Passengers	5 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 5 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$	\$	\$	\$	\$
Deadhead Miles	\$	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
Wi-fi	
Other (please specify)	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

20. APPENDIX

Appendix A: Mandatory City Contracting Requirements

City Contracting Requirements Checklist

Request for Qualifications City Contracting Requirements

Standard Provisions for City Contracts (Rev. 6/24 [v.1])

City of Los Angeles



Department of Transportation

Request for Qualifications (RFQ)
City Contracting Requirements

CITY CONTRACTING REQUIREMENTS CHECKLIST

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

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

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

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

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

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

SECTION III – Required Documents Prior to Award of Contract

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

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

SECTION IV – City Contract Compliance Requirements

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

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

REQUEST FOR QUALIFICATIONS CITY CONTRACTING REQUIREMENTS

SECTION I

Compliance Documents to be Submitted with Response by All Proposers

Section B

Bidder Certification CEC Form 50 Municipal Lobbying Ordinance

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

A copy of the ordinance can be found at:

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

Further information is available at:

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

INSTRUCTIONS

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

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

Section C

Prohibited Contributors (Bidders) CEC Form 55 Campaign Finance Ordinance

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

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

A copy of Los Angeles City Charter §470 can be found at:

<https://ethics.lacity.org/wp-content/uploads/Charter-Sec-470.pdf>

A copy of the ordinance can be found at:

<https://ethics.lacity.org/wp-content/uploads/2019/01/CFO-20181219-Effective-20190128-Final.pdf>

Further information is available at:

<https://ethics.lacity.org/campaigns/>

INSTRUCTIONS

All Proposers **MUST complete and submit** the [Prohibited Contributors \(Bidders\) Form 55](#) with their response.

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

Section D

Non-Collusion Affidavit

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

INSTRUCTIONS

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

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

NON-COLLUSION AFFIDAVIT

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

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

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

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

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

(Signature)

Section E

Contractor Responsibility Ordinance

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

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

INSTRUCTIONS

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

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

Section F

City of Los Angeles Contract History

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

INSTRUCTIONS

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

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

CITY OF LOS ANGELES CONTRACT HISTORY

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

Were any contracts held with the City of Los Angeles in the last 10 years? Yes No

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

Name of Organization

Title

Print Name

Date

Signature

Section G

Contractor Workforce Information (LA Residence Information)

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

The following information is to be included in each proposal:

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

INSTRUCTIONS

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

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

CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

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

Organization: _____

I. Corporate or Main Office Information:

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

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

II. City of Los Angeles Branch Offices Information:

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

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

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

Section H

Child Support Obligations

Los Angeles Administrative Code Section 10.10 requires all contractors and subcontractors performing work for the City to comply with all State and Federal reporting requirements and wage and earning assignments relative to legally mandated child support. Proposers must complete and return the enclosed form and agree to comply with all terms and conditions within. Furthermore, Proposers are advised that any contract awarded pursuant to this procurement process will be subject to the applicable provisions of the Child Support Obligations Ordinance.

INSTRUCTIONS

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

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

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

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

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

City/County/State

Date

Name of Business Address

Signature of Authorized Officer or Representative Print Name

Title Telephone Number

Section I

Iran Contracting Act of 2010

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

INSTRUCTIONS

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

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

Section J

Living Wage Ordinance And Worker Retention Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$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, must comply with the provisions of the Living Wage Ordinance (LWO), Los Angeles Administrative Code Section 10.37 et seq., and the Worker Retention Ordinance (WRO), Los Angeles Administrative Code Section 10.36 et seq.

Forms LW-5, LW-6, and LW-18 will be required from the successful Proposer and their subcontractors within 30 days of contract execution. These forms are available at the [Living Wage Printable Forms and Posters](#) section of BCA's LWO information page.

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

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

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

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

The LWO Exemption forms are available here:

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

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

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

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

(Rev. 01/18)

INSTRUCTIONS

If exemption from the Living Wage Ordinance is **not** claimed, Proposer must complete and return the enclosed compliance form with the response. Additional forms will be required from the successful Proposer within 30 days of contract execution as described above.

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

City of Los Angeles

COMPLIANCE WITH THE LIVING WAGE ORDINANCE

Return this document with the Proposal/Bid Response

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

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

REQUEST FOR QUALIFICATIONS CITY CONTRACTING REQUIREMENTS

SECTION II

Compliance Documents to be Completed and Submitted on [RAMPLA.ORG](https://rampla.org)

Section K

Equal Benefits Ordinance And First Source Hiring Ordinance

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

Equal Benefits Ordinance (EBO):

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

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

First Source Hiring Ordinance (FSHO):

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

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

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

(Rev. 04/22)

INSTRUCTIONS

Proposers must complete and electronically sign the Equal Benefits Ordinance /First Source Hiring Ordinance Compliance Affidavit in the Compliance Documents section of their RAMP Business Profile by the proposal submission deadline. Instructions for submitting compliance documents on RAMP are available on the RAMP Support page at <https://www.rampla.org/s/support>.

Section L

Disclosure Ordinances

(Slavery and Border Wall Contracting)

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

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

Contractors are responsible for creating a RAMP profile and completing and submitting the Disclosure Ordinances Affidavit web form. The web form will be verified by the Bureau of Contract Administration (BCA) prior to contract execution.

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

INSTRUCTIONS

Proposers must complete and electronically sign the Disclosure Ordinances Affidavit in the Compliance Documents section of their RAMP Business Profile by the proposal submission deadline. Instructions for submitting compliance documents on RAMP are available on the RAMP Support page at <https://www.rampla.org/s/support>.

Section M

Local Business Preference Program

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

(Rev. 08/2021)

INSTRUCTIONS

Proposers interested in participating in the LBPP must complete a Local Business Enterprise (LBE), Local Small Business (LSB), and/or Local Transitional Employer (LTE) application. The required Applications/Renewals will only be accepted and processed through RAMP. Instructions for applying for certifications are available on the RAMP Support page at <https://www.rampla.org/s/support>.

PROPOSALS

(Pages LBPP-1 through LBPP-7)

REQUEST FOR QUALIFICATIONS - LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)

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

Local Business Prime	8%
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Local Small Business	2%
----------------------	----

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

Or

Local Business Subcontractor (s)	Up to 5%
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NOTE: Local Business Preference Program information and/or assistance may be obtained through Lindsey Estes at lindsey.estes@lacity.org.

A. General

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

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

B. Participation Criteria for Local Business Preference Program

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

C. Definitions

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

within a specified period of time: e.g. 2% 10 net 30.

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

qualifications.

D. Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive 8% preference credit to their proposal in excess of \$150,000.00.
2. Qualifying contractors who participate in the LBPP by also qualifying as a Local Small Business or Local Transitional Employer will receive an additional 2% preference credit for each additional certification to their proposal in excess of \$150,000.00.
3. A Local Business that is not eligible for the additional preference, but that identifies a Subcontractor(s) that is certified by the DAA as a Local Small Business or a Local Transitional Employer (LTE), shall receive up to a maximum of 2% preference for each additional certification. The additional preference under this subsection shall be applied as follows:
 - a. A Local Business that identifies a Subcontractor certified by the DAA as a Local Small Business shall receive a 1% preference to the Proposal for every 10% percent of the cost of the proposed work to be performed by the qualifying Subcontractor.
 - b. A Local Business that identifies a Subcontractor certified as a Local Transitional Employer shall receive a 1% preference to the Proposal for every 10% percent of the cost of the proposed work to be performed by the qualifying subcontractor.
 - c. The Proposal must identify each Subcontractor, the proposed work of the Subcontractor, and the cost of the work for each Subcontractor.
4. A Proposal that does not qualify for the Local Business Preference may receive up to a 5% preference if it identifies a Subcontractor that is certified by the DAA as a Local Business, Local Small Business, or Local Transitional Employer.
 - a. The Proposal must identify each Subcontractor, the proposed work of the subcontractor, and the cost of the work for each Subcontractor.
 - b. The Subcontractor preference shall be applied to Proposals, where a 1% preference will be received for every 10% percent of the cost of the proposed work to be performed by the qualifying Subcontractor.
5. Preferences shall only be awarded to a Local Business when a minimum of two-thirds of the services provided under the contract are performed in Los Angeles County. Preferences shall only be awarded for equipment, goods or materials when the Local Business acts as a supplier or dealer (for a minimum of two thirds of the work), or designs, manufactures, or assembles the equipment, goods or materials, where a minimum of two thirds of the work, based on the dollar amount under the Contract, is performed in Los Angeles County.
6. The maximum combined preferences that may be awarded to a Proposal under this article shall not exceed 12% and the value of the combined preferences shall not exceed one million dollars.

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

E. Failure to Comply & Penalties

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

2. The Awarding Authority may impose the following remedies:
 - a. For proposals, the value of the proposal preference is determined by multiplying the percentage of the preference evaluation points awarded to the Contract dollar amount.
 - b. Additional costs and expenses to the City resulting from the Contractor's failure to comply with the Article.
 - c. Termination of all or part of the Contract.
3. Exception – Any Local Small Contractor that is found to have ascended to an income level that exceeds the maximum requirement of the certification qualifications as a Local Small Business during the execution of the Contract. In this instance, the Contractor's certification status will remain intact for the duration of the executed Contract. However, the executed Contract shall have no bearing on the Contractor's certification status for any future or pending bids, proposals, qualifications or quotes submitted for any other City contracting opportunities.

F. Complaints and Protests

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

Submit complaints to:

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

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

REQUEST FOR QUALIFICATIONS CITY CONTRACTING REQUIREMENTS

SECTION III

Required Documents Prior to Award of Contract

Section N

Contractor Responsibility Ordinance Pledge of Compliance

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

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

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

INSTRUCTIONS

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

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

Section O

Certification of Compliance with the Americans with Disabilities Act

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

INSTRUCTIONS

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

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

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

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

AGREEMENT NUMBER: _____

CONTRACTOR: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Section P

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

The Proposer, prior to the execution of a City contract, must furnish the City evidence of insurance Coverage as set forth in Exhibit 1 of the Standard Provisions for City Contracts (Form Gen. 146, attached below). The City may also require the proposer to have fidelity, surety bond, performance bond, or letter of credit to ensure satisfactory performance during the term of contract. Such requirements are also included in the Exhibit 1 of the Standard Provisions for City Contracts. Furthermore, the contractor will also be required to indemnify the City in accordance with the provisions set forth in PSC-18 of the Standard Provisions for City Contracts.

(Updated 3/18)

INSTRUCTIONS

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

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

Section Q

Financial Guarantee

Performance Bond, Letter of Credit, Etc.

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

INSTRUCTIONS

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

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

Section R

Business Tax Registration Certificate

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

INSTRUCTIONS

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

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

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

Section S

Internal Revenue Service Form W-9

Request for Taxpayer Identification Number and Certification

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

Further information regarding the requirements is available at:

<https://www.irs.gov/forms-pubs/about-form-w-9>

INSTRUCTIONS

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

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

REQUEST FOR QUALIFICATIONS CITY CONTRACTING REQUIREMENTS

SECTION IV

City Contract Compliance Requirements

Section T

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

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

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

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

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

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 website at <http://bca.lacity.org>.

Section U

Contractor Performance Evaluation Ordinance

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

Section V

**Contractors' Use of Criminal History for Consideration of Employment Applications
Fair Chance Initiative for Hiring Ordinance**

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

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

Section W

Standard Provisions for City Contracts

Any contract awarded pursuant to this procurement process will be subject to the Standard Provisions for City Contracts: [Current Version \(Rev. 6/24\) \[v.1\]](#)

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 6/24 [v.1])

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

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

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

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

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

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

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

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

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

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

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

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

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

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

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

PSC-41. Compliance with California Public Resources Code Section 5164

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

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: 03/19/2024

Agreement/Reference: RFQ: As-Needed Charter Bus Transportation Services

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

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as additional insured

\$5,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

Premises and Operations _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

\$5,000,000

Professional Liability (Errors and Omissions)

Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company)

\$5,000,000

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime Insurance

Other: \$1 Million Umbrella Liability: \$1 Million per occurrence; \$1 Million annual aggregate

Limits are per occurrence

Automobile Liability coverage shall not exclude passengers

CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: September 30, 2025

To: Jimmy Kim, General Manager
Department of Recreation and Parks

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

Subject: **AUTHORIZATION TO PIGGYBACK THE DEPARTMENT OF TRANSPORTATION'S
PROCUREMENT PROCESS FOR TEN (10) AGREEMENTS FOR THE OPERATION OF THE
CITY'S CHARTER BUS PROGRAM**

SUMMARY

The Los Angeles Department of Transportation (LADOT) approves the request(s) by Department of Recreation and Parks (RAP) to piggyback LADOT's Request for Qualifications (RFQ) procurement process for ten (10) agreements for Operation of the City's Charter Bus Program:

- C-202014 with First Student Inc
- C-202025 with Transit Systems Unlimited Inc
- C-202026 with Durham School Services
- C-202033 with Mission School Transportation
- C-202072 with Fast Deer Inc
- C-202333 with Screamline dba Tour Coach
- C-202135 with Zum Services Inc.
- C-202664 with Honee Bee Transportation
- C-202665 with Cardinol Transportation
- C-202666 with Essential Bus Lines DBA Essential Transportation


RAP will be responsible for the adhering to guidelines and proper utilization of LADOT's RFQ procurement process. RAP will be responsible for establishing the appropriate terms and conditions, as well as the execution and funding (invoicing and payments) for their potential Agreement with the Contractor.

LRC:km:js

CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: February 25, 2026

To: Jimmy Kim, General Manager
Department of Recreation and Parks

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

Subject: **AUTHORIZATION TO PIGGYBACK THE DEPARTMENT OF TRANSPORTATION'S
PROCUREMENT PROCESS FOR AGREEMENT NO. C-203551 FOR THE OPERATION OF
THE CITY'S CHARTER BUS PROGRAM**

The Los Angeles Department of Transportation (LADOT) approves the request by Department of Recreation and Parks (RAP) to piggyback LADOT's Request for Qualifications (RFQ) procurement process for Agreement C-203551 with Elite Executive Charter, LLC for Operation of the City's Charter Bus Program.

RAP will be responsible for the adhering to guidelines and proper utilization of LADOT's RFQ procurement process. RAP will be responsible for establishing the appropriate terms and conditions, as well as the execution and funding (invoicing and payments) for their potential Agreement with the Contractor.

Should you have any questions, please contact Janna Smith at janna.smith@lacity.org.

LRC:KM:js