

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS



REQUEST FOR PROPOSAL
CITY OF LOS ANGELES
Sidewalk and Transit Amenities Program (STAP)

DATE ISSUED: November 24, 2020

TITLE: Sidewalk and Transit Amenities Program
INITIAL TERM: One 10-Year Term
RENEWAL OPTIONS: Two Five-Year Terms

PROPOSAL DUE DATE/TIME:
February 19, 2021 5:00 PM PST

PROPOSAL DELIVERY ADDRESS:
Board of Public Works
200 North Spring Street, Room 355
Los Angeles, CA 90012

REQUEST FOR PROPOSALS SCHEDULE:
RFP RELEASE: November 24, 2020
DEADLINE FOR QUESTIONS: December 11, 2020
RESPONSES TO QUESTIONS: December 18, 2020
RFP DUE DATE: February 19, 2021

CONTRACT ADMINISTRATOR:
Lance Oishi, Contract Administrator
Bureau of Street Services
1149 South Broadway, Suite 400
Los Angeles, 90015
PHONE: (213) 847-3333
E-MAIL: lance.oishi@lacity.org

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

TABLE OF CONTENTS

| | | |
|-------|---|----|
| 1. | DEFINITIONS | 6 |
| 2. | INTRODUCTION | 9 |
| 3. | INTENT OF THE REQUEST FOR PROPOSALS (RFP)..... | 9 |
| 4. | DISCLAIMER | 9 |
| 5. | PROCUREMENT SCHEDULE | 10 |
| 6. | SUMMARY OF THE SIDEWALK AND TRANSIT AMENITIES PROGRAM (STAP)..... | 10 |
| 6.1. | Program Vision and Goals | 10 |
| 6.2. | Program Transition | 11 |
| 6.3. | Los Angeles Designated Market Profile | 12 |
| 6.4. | Program Elements | 13 |
| 6.5. | Advertising Rights | 15 |
| 6.6. | Exceptions and Exclusions | 16 |
| 6.7. | Other City Programs | 16 |
| 7. | SUMMARY OF THE EXISTING PROGRAM | 17 |
| 7.1. | Current Street Furniture Inventory | 17 |
| 7.2. | Historic City Revenue Share | 17 |
| 8. | SCOPE OF SERVICES | 18 |
| 8.1. | Transition from the Existing Program | 18 |
| 8.2. | STAP Shelter Revitalization Program | 18 |
| 8.3. | Design of New STAP Elements | 18 |
| 8.4. | Manufacture of Program Elements..... | 19 |
| 8.5. | Digital Displays..... | 19 |
| 8.6. | Content Management System | 20 |
| 8.7. | Site Selection | 22 |
| 8.8. | Permitting..... | 23 |
| 8.9. | Maintenance | 23 |
| 8.10. | Replacement and Relocation of Shelters and Other Program Elements | 24 |
| 8.11. | Site Restoration/Property Damage..... | 24 |
| 8.12. | Ownership of Structures and Devices | 24 |
| 8.13. | Sale of Advertising Space | 24 |
| 8.14. | City-Sponsored Advertising Requests | 25 |
| 8.15. | Program Build Out and Expansion Plan..... | 25 |
| 8.16. | Smart Technology/Digital Infrastructure..... | 25 |
| 8.17. | Data Collection, Data Ownership & Use of Location-Based Technology..... | 26 |
| 9. | SITE SELECTION AND PERMITTING | 26 |
| 9.1. | Compliance with Codes..... | 28 |
| 9.2. | Utility Coordination and Metering | 28 |
| 9.3. | Site Plans..... | 28 |
| 9.4. | Permitting..... | 28 |
| 10. | MAINTENANCE | 29 |
| 10.1. | Proposed STAP Maintenance Schedule..... | 30 |
| 11. | ADVERTISING GUIDELINES | 31 |

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

| | | |
|-------|--|----|
| 11.1. | City of Los Angeles’s Advertising Policy | 31 |
| 11.2. | Review of Advertising Content..... | 31 |
| 11.3. | Removal of Objectionable Content..... | 32 |
| 11.4. | Advertising Sustainability | 32 |
| 12. | ADVERTISING SALES | 32 |
| 12.1. | Business Plan..... | 33 |
| 12.2. | Sales Plan | 35 |
| 12.3. | Establishing Rates, Contract Terms and Rate Card Review..... | 36 |
| 12.4. | Barter, Over-Posting, Bonusing and Removal of Data Materials..... | 37 |
| 12.5. | Public Service Advertising and Public Service Fees..... | 37 |
| 12.6. | Cooperative Promotions and City’s Retained Rights | 38 |
| 12.7. | Data Ownership and Monetization | 38 |
| 13. | DISCLOSURES | 38 |
| 13.1. | Ownership of Other Advertising Structures in the City of Los Angeles | 38 |
| 13.2. | Revenue and Payment Terms | 38 |
| 13.3. | Minimum Annual Guarantee | 39 |
| 13.4. | Revenue Share | 39 |
| 13.5. | True-Up Process..... | 39 |
| 13.6. | Financial Audit..... | 39 |
| 14. | REQUIRED COMPLIANCE | 40 |
| 14.1. | Highway Beautification Act..... | 40 |
| 14.2. | Americans with Disabilities Act..... | 40 |
| 14.3. | City of Los Angeles Public Right of Way Protocols..... | 41 |
| 14.4. | Civil Rights Act of 1964 | 41 |
| 14.5. | Patriot Act Certification | 41 |
| 14.6. | Compliance with Standard City Requirements | 41 |
| 14.7. | City of Los Angeles Privacy Policy | 42 |
| 14.8. | California Consumer Privacy Act..... | 42 |
| 14.9. | The City of Los Angeles’ Advertising Policy | 42 |
| 15. | CONTRACTOR PERFORMANCE EVALUATION | 42 |
| 15.1. | Performance Criteria..... | 42 |
| 15.2. | City Oversight..... | 43 |
| 15.3. | Contractor Compliance..... | 43 |
| 15.4. | Discrepancies..... | 43 |
| 15.5. | Unsatisfactory Performance..... | 44 |
| 15.6. | Damage to City Property | 44 |
| 15.7. | Contract Termination | 44 |
| 16. | END OF CONTRACT CONDITIONS | 44 |
| 16.1. | Ownership of STAP Structures, Displays, Devices, Programs and Data..... | 44 |
| 16.2. | Transfer/Assignment of Advertising Contracts | 45 |
| 16.3. | Transfer of the Contract..... | 45 |
| 16.4. | Restoration of City Property/Property Damage | 45 |

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

| | | |
|--------|--|----|
| 17. | PROPOSAL REQUIREMENTS | 46 |
| 17.1. | Organization of the Proposal | 46 |
| 17.2. | Submittals | 46 |
| 17.3. | Questions and Clarifications | 46 |
| 17.4. | Technical Proposal | 47 |
| 17.5. | Business Inclusion and Local Business Preference Programs | 51 |
| 17.6. | Due Date and Delivery Method..... | 51 |
| 17.7. | Late Submissions, Modifications and Withdrawals of Offers | 52 |
| 17.8. | Rejection of Proposals..... | 52 |
| 17.9. | Cancellation of Solicitation | 52 |
| 17.10. | Cost of Proposal Preparation..... | 52 |
| 18. | PRICE PROPOSAL | 52 |
| 18.1. | Impact of the Contract Term on the Price Proposal..... | 53 |
| 18.2. | One-Time Payment; Optional Minimum Annual Guarantee | 53 |
| 18.3. | Revenue Share | 53 |
| 18.4. | Revenue Assumptions..... | 54 |
| 18.5. | Cost of Maintenance..... | 54 |
| 18.6. | Price Proposal Forms | 54 |
| 19. | Design Evaluation and Public Demonstration | 54 |
| 20. | PROPOSAL EVALUATION AND AWARD..... | 55 |
| 20.1. | Basis of Award | 55 |
| 20.2. | Evaluation Criteria..... | 55 |
| 20.3. | Technical Proposal Scoring | 57 |
| 20.4. | Best and Final Offer..... | 57 |
| 20.5. | Contract Award | 57 |
| 20.6. | Protest of Award..... | 57 |
| 21. | GENERAL TERMS AND CONDITIONS | 58 |
| 21.1. | Term of the Contract..... | 58 |
| 21.2. | Payment Terms..... | 58 |
| 21.3. | Performance Bond | 58 |
| 21.4. | Liability/Indemnity Insurance..... | 59 |
| 21.5. | Business Inclusion and Local Business Preference Programs | 59 |
| 21.6. | Determination of Respondent Responsibility Policy | 59 |
| 21.7. | Nondiscrimination, Equal Employment, Affirmative Action Plan | 59 |
| 21.8. | Child Support Policy | 60 |
| 21.9. | Service Contract Worker Retention | 60 |
| 21.10. | Equal Benefits and First Source Hiring Ordinances..... | 60 |
| 21.11. | Slavery Disclosure Ordinance..... | 60 |
| 21.12. | City Business Tax Registration Certificate..... | 60 |
| 21.13. | Governing Law | 60 |
| 21.14. | California Sales Tax..... | 61 |
| 21.15. | California State Board of Equalization Permit | 61 |

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

| | | |
|--------|---|----|
| 21.16. | Federal Excise Tax | 61 |
| 21.17. | County Possessory Interest Tax..... | 61 |
| 21.18. | Quality Standards (Cost of Testing) | 61 |
| 21.19. | New and Unused..... | 61 |
| 21.20. | Recycled Content..... | 61 |
| 21.21. | Tropical Rainforest Hardwoods | 61 |
| 21.22. | Liquidated Damages | 62 |
| 21.23. | Entire Agreement | 62 |
| 21.24. | Modifications | 62 |
| 21.25. | Precedence of Documents..... | 62 |

ATTACHMENTS

1. Price Proposal Forms
2. Ownership of Other Advertising Assets Disclosure
3. City of Los Angeles Business Inclusion Program
4. Child Support Declaration Statement
5. Equal Benefits and First Source Hiring Ordinances Compliance Affidavits
6. Living Wage and Worker Retention Ordinances
7. Municipal Lobbying Certification Form 50
8. Non-Collusion Affidavit
9. City of Los Angeles Contract History
10. Los Angeles Residence Information
11. Certification Regarding Compliance with the Americans with Disabilities Act
12. Contract Bidder Campaign Contribution and Fundraising Restrictions
13. Iran Contracting Act of 2010 Affidavit
14. RFP Checklist

APPENDICES

- A. Transit Shelter Placement Guidelines
- B. City of Los Angeles Draft Advertising Policy
- C. Nondiscrimination, Equal Employment Practices and Affirmative Action Program
- D. Instructions and Information on Complying with City Insurance Requirements
- E. Slavery Disclosure Ordinance
- F. Municipal Lobbying Ordinance
- G. City Contractor's Use of Criminal History for Consideration of Employment Applications
- H. Local Business Preference Ordinance
- I. Contractor Responsibility Ordinance
- J. Disclosure of Border Wall Contracting Ordinance

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

1. DEFINITIONS

Ad Panel: Static displays with commercial advertising located on Existing Program Elements.

Agreement: A term synonymous with the term “Contract.”

Americans with Disabilities Act (ADA): The Americans with Disabilities Act is a civil rights law that prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications.

ADA Standards for Accessible Design (ADAS): The 2010 ADA Standards for program accessibility and barrier removal.

Audience: Audience estimates of people exposed to out of home advertising.

Automatic Public Toilet (APT): An enclosed structure containing a self-cleaning automated toilet that is available for use by the general public, operable with coins, tokens, or other feature, and may contain two display panels that may only be used to display City public service information or related messaging.

Bureau of Street Services or “the Bureau”: The City of Los Angeles, Department of Public Works, Bureau of Street Services operating under the jurisdiction and authority of the Board of Public Works; also known as StreetsLA.

Business Inclusion Program: The City of Los Angeles’ contracting program that widens the participation of minority, women, small and disabled veteran businesses in City contracts. <https://bca.lacity.org/BIS-Program-and-Local-Business-Preference>

City: The City of Los Angeles

City Council or Council: The legislative body of the City of Los Angeles established by the Los Angeles City Charter.

City Property: Property owned in fee and title by the City of Los Angeles or under the City of Los Angeles’ control and care.

Coordinated Street Furniture Program (CSFP): The street furniture program that is the predecessor of the STAP.

Contract: The agreement for services awarded as a result of this RFP process.

Contract Term: The length of time the Contract will remain in effect.

Contractor: The individual, partnership, corporation or entity to which this Contract is awarded.

Data: Any information obtained, collected, and accrued through business transactions, program records, sensors or other information gathering devices associated with the Program or Program Elements

Designated Market Area (DMA): A television and or media market area defined by Nielsen Media Research that is also used by advertisers for multi-media planning.

Digital Panel: A digital screen that displays public information and commercial advertisements.

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

Effective Date: The date upon which any contract or agreement is fully executed and becomes binding on parties.

Existing Program Furniture: All furniture and structures presently installed within the City's Public Rights of Way and under operational control and management of the City's Coordinated Street Furniture Program.

Gross Revenue: The total amount of revenue generated from the sale of out of home advertising space before allowance for commissions paid to recognized advertising or media buying agencies.

Information Technology Agency (ITA): The City of Los Angeles' Information Technology Agency that works with agencies and departments across the City to develop world-class Information Technology infrastructure and applications for citizens, businesses, and visitors.

Local Business Preference Program: The City of Los Angeles' contracting program that encourages businesses to compete for City contracting opportunities, to locate operation in the City of Los Angeles, and to encourage existing local businesses to refrain from relocating to different, less expensive areas. <https://bca.lacity.org/BIS-Program-and-Local-Business-Preference>

Location-Based Media: Out of home advertising that is concentrated in one physical location.

Net Revenue: Gross revenue minus commissions paid to recognized advertising or media buying agencies.

Non-Advertising Program Furniture: All STAP Elements that do not display commercial advertisements.

Out of Home Advertising: All forms of advertising viewed outside the home.

Program Elements or Elements: Any/all existing and new inventory associated with the Sidewalk and Transit Amenities Program.

Public Amenity Kiosk (PAK): A free standing display that is an existing component of the City's CSFP that typically contains both Ad Panels and panels reserved for the City's exclusive use.

Public Rights-of-Way (Public R/W): Property easements legally dedicated for use and administration by the City for public purposes as defined in the Los Angeles Municipal Code and/or State of California Streets and Highways Code, including but not limited to roadways, sidewalks, parkways, median islands, traffic islands and similar functions or needs.

Respondent: Parties, companies, corporations, partnerships, or similar business organizations that submit a proposal to the City in response to this Request for Proposals.

Shelters (Transit or Bus): Curbside structures that serve the primary purpose of providing shelter, shade, safety, and comfort to transit riders and pedestrians.

Shelter Revitalization Program (SRP): STAP's rehabilitation and repurposing program for existing shelters.

STAP: The acronym for the City of Los Angeles' Sidewalk and Transit Amenities Program.

StreetsLA: The City of Los Angeles Department of Public Works Bureau of Street Services.

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

United States Access Board's Public Right-of-Way Accessibility Guidelines (PROWAG): Guidelines that apply to pedestrian facilities in the public right-of-way that ensure accessibility and usability by pedestrians with disabilities.

Urban Panels: Digital displays that are positioned on the street level to be viewed by pedestrians and vehicular traffic.

Vending Kiosks (VKs): An existing component of the City's CSFP that contains an Ad Panel and facilitates the sales and vending of publications and other merchandise.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS
Sidewalk and Transit Amenities Program

2. INTRODUCTION

The City of Los Angeles Department of Public Works Bureau of Street Services (City) is issuing this Request for Proposals (RFP) to engage the services of an experienced business partner to achieve its goals to develop a self-sustaining, world-class sidewalk and transit amenities program utilizing a broad array of street furniture. The City invites all qualified firms to submit proposals for a 10-year contract, with two five-year renewal options, for the design, manufacture, installation, maintenance, and sales of advertising on new Transit Shelters (Shelters), kiosks and other amenities, and the maintenance of existing street furniture inventory, collectively referred to as Program Elements.

The revenue generated from the sale of advertising space on new Program Elements will contribute to the capital and maintenance costs of the STAP. The Contractor will be responsible for repairing, and/or relocating the existing City transit shelters and other program inventory as new Program Elements are being fabricated and installed.

The City expects the design, manufacture, installation and maintenance of the Shelters, new and replacement, will be completed by the Contractor using a cost scenario that is most beneficial to the City. In exchange, the City grants the Contractor the right to sell advertisements on advertising space on STAP Elements.

3. INTENT OF THE REQUEST FOR PROPOSALS (RFP)

Responses to this Request for Proposals will be considered for the development and management of the City's Sidewalk and Transit Amenities Program. The City will engage the services of an experienced business partner to achieve the goals of developing a self-sustaining, world-class street furniture program.

This RFP shall not limit any rights of the City. The City reserves all its rights including, but not limited to its right to elect not to procure the products or services that are the subject of this RFP and to procure them from a firm that has not responded to this RFP. The City shall not be obligated to respond to any submittal, nor shall it be legally bound in any manner whatsoever by the receipt of a submittal. The City makes no representation that a contract will be awarded to any Respondent to this RFP. The City, at its sole option, may contact firms to get clarifications to obtain additional information as a part of the RFP process.

4. DISCLAIMER

Proposals submitted in response to this RFP will not be returned, including all submitted drawings, diagrams, literature, and documents, and will become the property of the City upon receipt by the City.

Responses to this RFP (inclusive of all documents submitted) are subject to the Public Records Act (California Government Code Sections 6250 et seq.). Respondents should identify all materials included in their proposals that are Confidential or Trade Secrets that they determine are exempt from disclosure under the Public Records Act as "Confidential", "Secret", etc. However, submissions may be determined to be subject to disclosure even if the Respondent claims confidential treatment in accordance with this RFP.

Respondents are solely responsible for all expenses associated with responding to this RFP. The City accepts no financial responsibility and will not be liable in any way for any costs incurred by Respondents in submitting a proposal for the RFP including, but not limited to, costs associated with researching and preparing the submission.

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

5. PROCUREMENT SCHEDULE

| | |
|---|-----------------------------------|
| Release of RFP | November 24, 2020 |
| Pre-Bid Conference | December 8, 2020 |
| Deadline for Questions | December 11, 2020 |
| Responses to Questions | December 18, 2020 |
| Proposals Due | February 19, 2021, 5pm PST |
| Proposals Evaluation & Interviews | February 19, - March 19, 2021 |
| Selection of Top Respondents for Demonstration | March 26, 2021 |
| Public Demonstration and Design Evaluation | April 26, - May 7, 2021 |
| Final Selection/Request Authority to Negotiate Contract | May 14, 2021 |

6. SUMMARY OF THE SIDEWALK AND TRANSIT AMENITIES PROGRAM (STAP)

6.1. Program Vision and Goals

The City of Los Angeles’ Sidewalk and Transit Amenities Program will be developed to achieve the essential goals of providing shelter, shade, safety, and comfort to transit riders, active transportation users and pedestrians, and to improve the quality of life for those who live and work in and visit the City. The STAP will achieve these goals through thoughtful, efficient design of Program Elements and active management of the program. The City’s vision for the STAP is to expand the use of transit, active transportation, and shared mobility, as well as to improve the design of the public right of way and foster economic growth that helps strengthen neighborhoods.

For the past two decades, the City of Los Angeles’s Coordinated Street Furniture Program (CSFP) has operated on a traditional business model supported by advertising revenue. The City now intends to work collaboratively with a qualified commercial partner who shares its vision that street furniture can influence travel choice and improve neighborhoods while garnering a larger portion of out of home advertising expenditures in the Los Angeles market.

The City of Los Angeles is considering using its own capital funding to purchase Program Elements for the STAP to accelerate the build out of the program, to ensure that the program supports other City initiatives, and to allow the City to receive a higher share of program revenues. The City of Los Angeles is also taking steps to streamline the program’s approval and permitting process. The City is committed to making its public realm one of the best in the world and the STAP will be the major contributor to that goal.

Transit Shelters are a mandatory Program Element and the City expects to install approximately 3,000 new Shelters. In addition to 3,000 new Transit Shelters, Respondents are expected to propose the following potential STAP Elements:

- Litter/Recycling receptacles
- Digital Displays
- Interactive information kiosks
- Vending Kiosks
- Urban panels
- eLockers (click and collect lockers)

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

Proposed STAP Elements may also include, but are not limited to, the following:

- Shade structures
- Docks and/or corrals for scooters or bicycles
- Bollards
- Pillars
- Public art and features that reflect community and/or architectural history
- Electric vehicle charging stations
- Hydration stations
- Handwashing stations or hand sanitizer dispensers
- Cooling stations
- Traffic barriers
- 5G & Public Wi-Fi
- Automatic or conventional public toilets

The City views the STAP as a dynamic program that over the life of the program is able to adapt its Program Elements to changes in society, in the marketplace, in technology, and in the use of the public right-of-way. The City of Los Angeles will take a collaborative approach to the development of new inventory allowing for the demonstration of new out of home technologies and experiential programs that would increase the functionality of the City's Program while also increasing revenues. All new Program Elements will be evaluated for their functionality and sustainability prior to deployment. The City will invest in STAP to add those structures, programs and technologies that increase the value of the program for advertisers as well as those who will use the shelters, kiosks and other Program Elements.

This Request for Proposals will identify a partner that shares the City's commitment to equity and its vision to create a street furniture program that serves as a focal point for shared mobility; facilitates shared use of the sidewalk; provides directions and suggestions through wayfinding and interactive information; and, promotes commerce through digital and interactive advertising. The continuing emergence of beneficial technologies, such as digital, wireless, and 5G, that can be supported by or work collaboratively with street furniture is likely to be a major component of the STAP.

6.2. Program Transition

The City of Los Angeles wishes to have an orderly transition from the current Coordinated Street Furniture Program (CSFP) to the STAP. To accomplish that goal, all advertising agreements on existing inventory associated with the CSFP will end on December 31, 2021 and the successful Respondent will enter into agreements for advertising space on new Program Elements beginning January 1, 2022.

The City intends to enter into a new agreement with a contractor and immediately begin developing and implementing the STAP in an effort to not interrupt the program or the services it offers to the public. The transition period will begin as soon as a new agreement is signed, which is targeted for Summer 2021. The Contractor will develop a plan for this transition period for the City's review within 60 days of award of contract that establishes a timeline for accomplishment of all the tasks necessary for the transition from the existing program. The Contractor will be required to make a one-time payment of \$6 million within the first 90 days of the Contract Term.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

Advertising will be allowed on new inventory only. Therefore, the City has identified 770 locations with the highest performing existing shelters and/or kiosks for the purpose of replacing inventory with new digital-ready shelters and kiosks within the first contract year. Through the introduction of digital displays, the City expects that the Contractor will be capable of maximizing revenue while also introducing real time information and other information useful to transit riders and the public.

Over the first five years of the contract, it is the City's expectation that it will add new locations for Shelters and other Program Elements and replace the majority of the existing inventory, much of which is 30 years old or more but in good and usable condition.

The existing inventory of shelters that will be removed and replaced will become part of the STAP Shelter Revitalization Program. This program will expedite STAP's goal to increase shelter, shade, safety and comfort by rehabilitating and repurposing existing shelters. These shelters will be relocated to priority shelter locations based on City-developed equity criteria, such as number of boardings, heat level, and proximity to trip generators. Ad panels on existing structures will not be used for commercial advertising, opening opportunities for neighborhood-based public art collaborations. All expenses for the refurbishment, relocation and installation of existing shelters will be the responsibility of the Contractor.

The Contractor will assume responsibility for the maintenance of all Program Elements of the CSFP that are left in place, including the relocated shelters and kiosks, on January 1, 2022.

6.3. Los Angeles Designated Market Profile

The City of Los Angeles is the second most populous city in the United States with a population of over 4,000,000.¹ The City is the entertainment capital of the world with more movie, television, and online entertainment production than any other city in the world. Los Angeles is also the financial and commercial center of the State of California, the state with the largest economy in the United States and the fifth largest economy in the world.²

There are over 2,000,000³ average weekday riders on the eight (8) major transit agencies that operate in Los Angeles County. The use of active transportation, bicycling and walking, has increased as a result of initiatives by the City of Los Angeles including developing more than 593 miles of bikeways; the Great Streets initiative that promotes vibrant corridors; Safe Sidewalks LA, a program that has repaired 65 miles of sidewalks; and Vision Zero, a program focused on reducing traffic deaths by protecting those who walk and bicycle.

During the anticipated term of the program contract that results from the RFP, the Los Angeles area will host many of the most famous sporting events in the world:

2022 Super Bowl

2023 College Football Championship

2026 World Cup

2028 Olympics and Paralympics

Los Angeles is also the permanent host city for the movie industry's Academy and Golden Globe awards ceremonies and the recording industry's Grammy awards. During the

¹ 2010 United States Census

² International Monetary Fund

³ National Transit Database 2019

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

anticipated Contract Term, Los Angeles will also welcome a number of new or newly updated cultural facilities and architectural and visitor attractions including the Academy Museum of Motion Pictures, the Lucas Museum of Narrative Art, and the Los Angeles County Museum of Art.

6.4. Program Elements

The City desires to replace the majority of the existing shelters and accompanying public amenity and vending kiosks. The City and the Contractor will collaborate on the design of the new Program Elements. The Contractor will be responsible for the design, manufacture, and installation of the new Shelters and Program Elements and the maintenance of all Program Elements for the duration of the Contract Term. The Contractor will be responsible for the rehabilitation and relocation of existing furniture as part of the Shelter Revitalization Program as well as their continued maintenance, removal, and recycling at end of life; the City and the Contractor will collaborate on the preservation or repurposing of existing Program Elements as a part of the overall program roll-out process.

The City has conducted previous studies that estimate the need for a total of 2,850 to 3,000 shelters to meet the needs of transit, active transportation and shared mobility users as well as pedestrians. Newer studies and plans, such as Metro's Next Generation Bus Study, and other transit planning activities will impact these numbers. The total number and mix of Program Elements will be a mutual decision of the City and the Contractor.

Respondents will be asked to submit six concept shelter designs that reflect the cultural diversity of the City in their proposals. Following the scoring of Technical and Financial Proposals, the top three Respondents will enter a final selection phase that will include the testing of select shelter designs. The top three Respondents will be asked to install Shelters at pre-selected locations to be evaluated by the City and the public.

The design of the Program Elements must focus on the fundamentals: shelter, shade, safety, and comfort. Through the STAP, the City of Los Angeles is seeking to deliver greater utility and comfort to transit riders and pedestrians while also attracting more categories of advertisers to the City's street furniture inventory to maximize revenues. To that end, the City will require that the STAP is developed on the following principles:

Design/Aesthetics: The City believes that thoughtful design can respond to needs, create efficiencies, improve neighborhood streetscapes, and provide multiple benefits for all those who share the sidewalk. Design elements should be modular, available in a range of sizes and configurations to address specific site constraints, neighborhood context, and varying levels of transit ridership and pedestrian activity. Beyond these fundamentals, the City is also looking for its sidewalk and transit amenities to provide additional services and features addressed in Section 6.1 Program Vision and Goals.

The City will collaborate with its partner to design a series of Shelters and other elements to be deployed during the new Contract Term. All Program Elements will be placed in the public realm, so the City will emphasize the importance of attractive, efficient and cost-effective design. The City expects a high level of design for the Shelters and other elements, reflective of the City's position as a global creative capital and its growing focus on the design of the public rights of way. Respondents are strongly encouraged to collaborate with experienced design professionals and will be evaluated, in part, based on the team's experience in creating enhancements and amenities within the public realm.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

Sustainability: The City of Los Angeles adopted its Sustainable City pLAn in 2015 to promote sustainable practices and grow the City's economy while ensuring opportunity for all. Last year, the City released its Green New Deal, an update to the 2015 pLAn. The Green New Deal expands the principles of the 2015 pLAn, identifies more aggressive goals, and expands the vision to address climate stabilization and community resiliency.

The City is committed to sustainability through design including the use of materials that conserve natural resources, reduce carbon footprint, and optimize the use of renewable energy resources (e.g., solar) when possible. All structures must meet city engineering codes and building permit requirements for structures placed in the public realm.

Program Elements and their design as well as the elements of the program must take into account their use as well as the effects of environmental factors including sunlight, heat, precipitation, moisture, wind stress, expansion, and contraction. When possible, STAP Elements should enhance and/or take advantage of tree canopies that provide natural shade and shelter. The City is cognizant of the need to ensure all elements of the STAP can withstand normal to heavy wear and tear, vandalism, graffiti, and etching. The design of all Program Elements will be evaluated based in part on their durability and their cost to manufacture, maintain, and replace.

Digital Program Elements will have ENERGY STAR ratings for efficiency with LED screens. These devices must automatically control their brightness in response to the time of day and sunlight. All elements of STAP will be controlled through a Content Management System, which will automatically adjust the brightness of specific devices by location to accommodate community standards.

As part of its commitment to sustainability, the City and its partner will pursue a Shelter Revitalization Program to expedite the delivery of essential shelter, shade, safety and comfort to communities lacking protection from urban heat.

Digital: Digital networks are being successfully used in street furniture programs across the world. Through a network of digital-ready elements and digital panels, the STAP can help the City provide the following benefits and services:

- Transit real time information
- Wayfinding
- Emergency messaging
- A wide range of public service information tailored to neighborhoods
- Delivery of internet/Wi-Fi service
- Data collection that aids the planning and delivery of City services
- Localized advertising (able to connect transit users and pedestrians with local brands and merchants)
- Support online and targeted advertising
- Integrate with mobile advertising
- Increased safety
- Maintain appropriateness with surrounding environment and community standards
- Provide universal access through messaging in multiple languages and delivery methods, such as audio and tactile messaging systems for visually impaired persons.

The City intends to deploy digital to improve its delivery of services and to increase STAP revenues. However, motion on screens will not be allowed and limitations will be placed on brightness. Sound will be allowed only to assist persons with visual ailments and disabilities.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

Digital displays will be expected to be appropriate to their neighborhood settings and adhere to community standards.

Data: The collection of data in public spaces is a complex issue, therefore any data collected from smart devices, networks, or sensors deployed in the STAP will be non-personally identifiable information only and the sole property of the City. Data collected under the program will adhere to the requirements of the California Consumer Privacy Act (AB 375), California Proposition 24 (approved in 2020) and the City's Digital Code of Ethics. None of the data collected under the program will be sold to, provided to, or used by any party other than the City of Los Angeles and, will be used for the sole purpose of improving the delivery of City services.

Distribution of Sidewalk and Transit Amenities: The City is committed to an equitable distribution of amenities to serve the full diversity of its residents. The STAP is intended to both serve transit dependent populations and to increase transit ridership. The City Council has a goal of locating shelters so that 75% of transit riders in each Council district are boarding where there is shelter. The City has developed criteria for distribution of the STAP shelters, which can be found in Section 9 Site Selection and Permitting of this RFP. Distribution of other STAP Elements will be a collaborative decision of the City and the Contractor.

The use of the existing inventory of shelters, kiosks and other Program Elements by transit riders, active transportation and shared mobility users as well as pedestrians will serve as the primary criteria for replacement of the existing CSFP inventory.

Revenue: Out of Home advertising revenue has grown steadily over the decade following the recession of 2008 and has the second highest growth rate of any advertising medium; second only to online advertising.⁴ Los Angeles is the second largest Designated Market Area (DMA) in the United States, according to the media rating service Nielsen⁵, and the second largest out of home advertising market with more than \$508,822,400 being spent by advertisers on billboards, transit displays, and street furniture in 2019.⁶

Based upon the growth of out of home advertising revenues and the favorable out of home characteristics of the Los Angeles market, the City anticipates a significant growth in its program revenues over the new Contract Term.

Flexibility and Adaptability During Contract Term: In recognition of the rapid growth and changes brought about by new technologies, innovations, and community standards, the City requires that STAP be responsive to and reflect such changes as they occur, as well as provide new opportunities over of the life of the Contract Term. This includes, but is not limited to, offering partnership opportunities to expand the program through other funding sources and/or new Program Elements if deemed mutually beneficial to both the City and the Contractor.

6.5. Advertising Rights

The City of Los Angeles grants to the Contractor the right to develop and sell advertising on the STAP inventory. The City reserves the right to add or discontinue Program Elements at its sole discretion. The City reserves the right to enter into other agreements to develop revenue from the use of its rights of way and alternative street site improvements and/or

⁴ PwC Market Analysis

⁵ Nielsen

⁶ Outdoor Advertising Association of America

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

mobility devices with naming rights, sponsorships, data services, advanced technologies, and other advertising programs. Other agreements that the City may enter into are not intended to diminish the sale of advertising space on the STAP inventory.

6.6. Exceptions and Exclusions

The current exceptions and exclusions from STAP are as follows:

- City Bus Bench Program
- Signs and advertising for City of Los Angeles-licensed concessionaires, retailers and sidewalk vendors
- Licensed Wi-Fi, Telecom and Utilities services in the City of Los Angeles right of way not directly associated with the STAP
- City of Los Angeles-licensed vending machines, ATMs and storage or e-lockers not associated with the STAP
- Interactive visitor kiosks operated by the Los Angeles Tourism and Convention Bureau for The City of Los Angeles' Convention and Tourism Development Department at designated convention and tourist locations
- Bureau of Street Lighting Street Banner Program that can be used by charitable and not-for-profit organizations to promote their services.

6.7. Other City Programs

The City of Los Angeles and its municipal partners now operate or may develop programs that include advertising in the public right of way. Among these current programs are:

Mobility Hubs: Mobility Hubs are places where the public can connect with multiple travel options – walking, biking, transit, and shared mobility. The City of Los Angeles has designated primary mobility hubs that serve the regional transportation network, such as those near regional rail stations or park and ride lots, and satellite hubs that may be just curbside space.

Metro Bikeshare: The Los Angeles County Metropolitan Transportation Authority (Metro) operates a bicycle sharing system in Los Angeles in collaboration with the City of Los Angeles. The program has 93 street-side stations that support 1,400 bikes throughout Los Angeles County.

BlueLA: BlueLA is an electric car sharing service that is part of the City of Los Angeles' mobility strategy. There are 35 BlueLA self-service stations that include on-street kiosks where the public can pick up and drop off vehicles.

Los Angeles Tourism and Convention Board (LATCB) Information Kiosks: LATCB is developing a network of visitor information kiosks in areas near the Los Angeles Convention Center and other tourist locations on behalf of the City's Convention and Tourism Development Department (LACTDD).

Bureau of Street Lighting: Bureau of Street Lighting (BSL), recently staged a competition asking applicants to consider how streetlights can incorporate new technology, include space for text on each pole, and provide shade to help ease the impacts of the climate crisis. BSL is also pioneering vehicle charging devices that would be incorporated into the design of city streetlights.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

7. SUMMARY OF THE EXISTING PROGRAM

7.1. Current Street Furniture Inventory

The City of Los Angeles has had a street furniture program since 1980. The program has been developed pragmatically along with the expansion of the region’s public transit infrastructure, particularly Metro Rail and Metro Rapid (bus rapid transit). Under the current agreement, the City of Los Angeles owns the complete inventory of street furniture except Automated Public Toilets. The current inventory is as follows:

Current Program Inventory

| | |
|--|-------------|
| Advertising Shelters | 1667 |
| Non-Advertising Shelters | 123 |
| Rapid Bus Shelters | 52 |
| Los Angeles Neighborhood Initiative (LANI) Non-Advertising Shelters | 42 |
| Total Transit Shelters | 1884 |
| Public Amenity Kiosks | 197 |
| Vending Kiosks | 6 |
| Total Advertising Panels | 3679 |
| Automatic Public Toilets (<i>owned/operated by OUTFRONT JC Decaux</i>) | 14 |

A Note about Automatic Public Toilets (APTs): APTs are an option for inclusion in the STAP but are not a mandatory component for the program. The City is considering its options to pursue a stand-alone public toilet program separate from the STAP. If the City creates a separate public toilet program, the current APT inventory will be assigned to that program and will not be part of STAP.

7.2. Historic City Revenue Share

| | | Adjusted MAF Received | % Fee Received | Total Received |
|---------|---------|------------------------|------------------------|------------------------|
| Year 1 | Jan '02 | \$3,000,000.00 | \$0.00 | \$3,000,000.00 |
| Year 2 | Jan '03 | \$2,590,000.00 | \$0.00 | \$2,590,000.00 |
| Year 3 | Jan '04 | \$2,160,000.00 | \$0.00 | \$2,160,000.00 |
| Year 4 | Jan '05 | \$2,315,009.00 | \$229,169.00 | \$2,544,178.00 |
| Year 5 | Jan '06 | \$2,735,646.00 | \$409,579.00 | \$3,145,225.00 |
| Year 6 | Jan '07 | \$2,738,192.00 | \$319,484.00 | \$3,057,676.00 |
| Year 7 | Jan '08 | \$2,739,942.00 | \$735,306.66 | \$3,475,248.66 |
| Year 8 | Jan '09 | \$2,116,821.20 | \$1,376,256.00 | \$3,493,077.20 |
| Year 9 | Jan '10 | \$2,686,297.38 | \$692,692.71 | \$3,378,990.09 |
| Year 10 | Jan '11 | \$2,574,990.86 | \$808,760.82 | \$3,383,751.68 |
| Year 11 | Jan '12 | \$2,686,297.38 | \$1,442,843.96 | \$4,129,141.34 |
| Year 12 | Jan '13 | \$2,686,297.38 | \$2,119,243.78 | \$4,805,541.16 |
| Year 13 | Jan '14 | \$2,873,469.39 | \$2,260,349.01 | \$5,133,818.40 |
| Year 14 | Jan '15 | \$2,873,469.39 | \$2,275,515.87 | \$5,148,985.26 |
| Year 15 | Jan '16 | \$2,873,469.39 | \$2,542,213.77 | \$5,415,683.16 |
| Year 16 | Jan '17 | \$2,873,469.89 | \$2,678,300.64 | \$5,551,770.53 |
| Year 17 | Jan '18 | \$3,185,422.74 | \$3,118,835.45 | \$6,304,258.19 |
| Year 18 | Jan '19 | \$3,185,422.74 | \$2,473,366.71 | \$5,658,789.45 |
| Year 19 | Jan '20 | \$3,185,423.00 | \$2,944,283.17 | \$6,129,706.17 |
| Year 20 | Jan '21 | TBD 1/10/21 | TBD 4/30/22 | |
| | | \$48,566,855.74 | \$23,481,917.38 | \$78,505,840.29 |

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

8. SCOPE OF SERVICES

The STAP will be a collaborative partnership between the City and its selected business partner. In exchange for the City granting the right to sell advertising space on the STAP inventory, the successful Respondent will fulfill the following Scope of Services obligations:

8.1. Transition from the Existing Program

The Contractor will cooperate with the City in the transition from the existing program, known as the Coordinated Street Furniture Program or CSFP, to the STAP. The existing contract for the CSFP expires on December 31, 2021. Please note that advertising contracts will transition to the new Contract on January 1, 2022. Following the award of the new Contract and prior to the end of the existing contract, the selected Contractor will meet with StreetsLA to coordinate the following:

- A sales plan to retain existing advertisers and attract new advertisers beginning January 1, 2022 as all advertising contracts associated with the current program will end on December 31, 2021.
- A Year 1 plan and schedule for the development and replacement of up to 770 existing street furniture inventory elements.
- A Year 1 plan and schedule to refresh and relocate up to 664 existing transit shelters.
- A STAP launch event (conditions allowing) with advertisers.
- Assignment of responsibility for the maintenance of the Existing Program Furniture.

In the case of disputes over matters related to the transition from the CSFP to STAP, the City will make the final judgement on all matters.

8.2. STAP Shelter Revitalization Program

The Contractor will collaborate with the City to plan the rehabilitation, upgrading and repurposing of Existing Program Elements, mainly Shelters, with the goal that these can expedite delivery of shelter, shade, safety, and comfort during the implementation of the STAP. Existing Shelters will be repurposed without advertising space. The space previously used for advertising on these elements will be re-used for the display of public art and information. Public art and information programs will be coordinated with the communities where revitalized elements are installed. The engagement of these communities will include outreach to community and faith-based organizations, schools, social service providers and other stakeholders to ensure that the revitalized elements reflect unique neighborhood characteristics.

8.3. Design of New STAP Elements

The Contractor will collaborate with the City to develop designs for all new Program Elements with the goal of designing these to be functional, accessible to all- especially those with disabilities, easy to maintain, sustainable and having superior design qualities.

STAP design criteria is as follows:

- Shelter, Shade, Safety and Comfort: Most importantly, Program Elements must provide shelter, shade, safety and comfort to transit riders, active transportation users and pedestrians. Additional consideration should be made to enhance and/or take advantage of tree canopies that provide natural shade and shelter.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

- **Scale and Size:** Designs must fit existing and planned streetscapes of the City of Los Angeles' Rights of Way. Shelters must be scalable to accommodate different levels of use and site constraints.
- **Accessibility:** Designs must be compliant with the Americans with Disabilities Act (ADA), ADA Standards for Accessible Design 2010 (ADAS), and the latest edition of the United States Access Board's Public Right-of-Way Accessibility Guidelines (PROWAG); consider Title VI requirements- especially those associated with limited English-speaking populations; and, support City initiatives to increase access to the services associated with the STAP.
- **Sustainability:** Program Elements, to the fullest extent possible, must be made from or use low-impact, natural, renewable, recyclable, and non-toxic materials and sources. Other program materials, especially static advertising, must be converted to biodegradable and/or commonly recyclable materials. The feasibility and potential benefit of integrating solar technology should be considered. Maintenance and operations should emphasize low-impact and non-toxic materials and methods.
- **Durable Materials:** Program Elements must be rugged to withstand use and the elements.
- **Cost of Manufacture:** The design of the Program Elements should not significantly raise their cost.
- **Maintenance Cost and Practices:** The design of new Program Elements must aim to reduce the level of maintenance effort and costs from current practices.
- **Smart Technologies:** The design should accommodate smart technologies.

8.4. Manufacture of Program Elements

The preference of the City is to have new Program Elements manufactured in the United States and, when possible, in the City of Los Angeles. Please refer to Section 17.5 Business Inclusion and Local Preference. The choice of a manufacturer will be a collaboration between the Contractor and the City.

The manufacturer chosen to produce Program Elements will have previous experience in the manufacture of sustainable, durable street furniture and other Program Elements. Every effort should be made in the manufacturing process to minimize energy consumption and solid waste to reduce the STAP's carbon footprint, including the resulting inefficiencies created by transportation and shipping of manufactured products.

8.5. Digital Displays

Recognizing that digital technology can present real-time information to transit and active transportation users as well as pedestrians, and that digital advertising can return revenues that are multiples of static advertising, the City will develop the majority of new STAP inventory with digital capabilities. The City will consider adding urban panels where appropriate to achieve the goals of the STAP.

The digital network will display transit rider, public safety and public service messaging in addition to commercial messaging. The network of digital signs and devices will also be used to provide emergency messaging to the public, such as evacuations, Silver and Amber Alerts. As a result, all signs in the network will be integrated into the City of Los Angeles' Emergency Response Network through a consolidated Content Management System (CMS).

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

Digital content must not include any full motion video or sound. Sound may be made an exception as part of emergency messaging or for responsive STAP Elements that serve the needs of people with disabilities.

The resulting number of digital displays will be guided by demand; however, the City requires that up to 770 existing street furniture elements with high occupancy rates be converted to digital over the first 12-months of the new Agreement. Digital shelter advertising may be supplemented by urban panels at locations determined collaboratively between the City and the Contractor.

The Contractor will collaborate with the City on the design of the display units to ensure that all units are compliant with accessibility requirements of the ADA, PROWAG, and Title VI as applicable. In specific locations, displays and devices may require multi-lingual features, audio (voice announcement) capabilities, tactile keypads and Braille to accommodate persons with disabilities. All digital displays must be self-monitoring and reporting to a CMS to allow for the timely maintenance of all devices to be in working order 95% of the time. All digital devices will become part of the City's Asset Management Plan, requiring reporting of maintenance activities, replacement or damage to StreetsLA's existing Asset Management Program.

The Contractor will work with StreetsLA in coordination with the City of Los Angeles' Information Technology Agency (ITA) on the selection of the digital displays and devices to ensure the size, location and functionality of the devices suits the needs of transit and active transportation users as well as pedestrians in regard to the presentation of real-time and other public information. During the Contract Term, the Contractor must keep the digital displays up to date to ensure that the display quality is current with industry standards.

The City strongly encourages programmatic, demand side platform out of home advertising sales. By allowing the automated buying, selling and content delivery of out of home advertising; the City believes that the advertiser-base for the STAP inventory can be expanded and that occupancy of advertising space can exceed 80% on an annualized basis.

8.6. Content Management System

The City requires that all digital assets be controlled by a network Content Management System (CMS) that manages the substance of commercial messaging, ensuring adherence to the City's Advertising Policy, schedules the display of commercial and public information messaging, and reports all program commercial and public service advertising that is displayed on the STAP network. An essential requirement of the CMS will be the ability to transform what has been a 'static media' environment into a fluid 'media hub,' which services multiple platforms and devices with asynchronous data at the same time. The Contractor will be required to provide such a system/software solution that is accessible to the City and its ITA. The system must be transferable to the City or its designee at the end of the Contract Term.

The system, at a minimum, should have the following key components:

Access Control

The digital network will have an authentication mechanism that provides control in two facets:

- Access Control: Control of the network by secure account delegation will be limited to the City and designee/s of the Contractor.

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

- Content Scheduling: Control of the scheduling of the display of commercial message and public information.

Account and system security are paramount in order to secure STAP's physical and digital assets. In order to alleviate breaches and threats to system security, access control will be owned by the City; however, administration of access will be managed by the Contractor in accordance with all City policies. The mechanism used for administration will be Active Directory or something comparable. The roles and policies governing the network will be developed collaboratively by the City and the Contractor.

With regard to threat assessment and remote security remediation, a cybersecurity platform solution similar to Palo Alto Networks will be a requirement. This solution must be able to remotely isolate endpoints that pose a potential threat to the infrastructure at large.

The Canvas

The user interface must allow the primary program participants, the City and the Contractor, the ability to build, organize, manage and publish content for multiple platforms. The solution will need to be able to segment the content into either user defined categories or system defined categories (e.g. Themed, Forefront Media, Alert, Secondary Media, etc.); and the categories need to be able to subscribe to a hierarchical structure (no limitation). These categories will play a role in how the data is presented on the screen and how it interacts with the customer. The user interface must also accommodate the aforementioned programmatic digital out of home advertising capability.

Media Editor

There will need to be a tool for easily updating, organizing, and managing files and folders related to content and schedule. The Media Editor should allow for an initial review of content using variables developed from the City of Los Angeles' Advertising Content Policy.

Adaptive Interaction

Provide a mechanism that allows for useful advertiser interaction based on geo-location and user defined demographics for programmatic buying. This interaction would support geo-fencing and/or beacon technology. Furthermore, the system must also be able to capture and store the data points resulting from the interaction according to the City of Los Angeles' privacy and data collection and use standards.

Dashboard

The management system must have a user configurable dashboard that reports on key analytics for the Contractor as well as the City including occupancy by device and location as well as link to the StreetsLA Asset Management System for device maintenance history.

Reporting

The solution must provide standard reports as well as a platform that allows the Contractor and the City to create 'proof of play' logs, display occupancy, device service status, and other customized reports. On-demand and scheduled disbursement of reports to mobile applications, web browsers, and email accounts will need to be supported by the CMS.

Maintenance Reporting

The CMS needs to remotely monitor device operation while also managing power draw and brightness of displays. Working with the network devices' own remote monitoring systems,

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

the management system needs to identify which devices are not communicating or in need of service. The CMS must be configurable to send email or SMS messaging to schedule service of the unit and to report these incidents to the StreetsLA's Asset Management System.

Content Management System Maintenance

Throughout the Contract Term, the Contractor must review and ensure that the City's project charter maps completely to the usefulness of this CMS solution, in its entirety.

The review process will take place no less than every three months. The review process will govern the implementation of Patches (e.g. OS, Application, etc.) and the activities surrounding Application, Solution, Infrastructure, and Peripheral upgrades.

Furthermore, the team in charge of patches and upgrades, will need to have at least one team member with cloud architecture experience.

Title and Ownership

Title and ownership of the content management system will remain with the City during the Contract Term, unless otherwise negotiated between the City and the Contractor. The City will grant to the Contractor free and irrevocable use of the CMS during the Contract Term. At the end of the Contract Term, the CMS will become the property of the City.

8.7. Site Selection

The selection of sites for all STAP inventory, including the STAP Shelter Revitalization Program, will be guided by the program's vision to provide shelter, shade, safety and comfort to transit riders, the users of active transportation and pedestrians through a program that is sustained by revenue generated from advertising on the Program Elements. The City's domain is Los Angeles' public realm. Through the STAP, the City intends to set a high standard for the use of public space through the use of well-designed, functional furniture and displays that transform the streets of Los Angeles into welcoming streetscapes.

As previously stated, the City is committed to equitable distribution of shelters and has developed criteria for distribution, which can be found in Section 9 Site Selection and Permitting of this RFP.

Zoning, Street Designations, and Other Restrictions: STAP Elements may only be placed on street designations that are bordered by properties zoned appropriately for out of home advertising. Street Designations that may accommodate the installation of STAP Elements include Boulevard I & II, Avenue I, II, & III, Collector, and Industrial Collector as defined in Department of Public Works Standard Plan S-470-1. Commercial, industrial, manufacturing, institutional, and high-density residential zoning in combination with the appropriate Street Designations are most appropriate for the placement of STAP Elements. In cases where a need for transit patron amenities exist adjacent to properties zoned differently than the aforementioned zones, the City will determine when and where STAP Elements may be furnished. The placement of Program Elements in areas with historic or other special designations may require special approvals or cooperative agreements. The City will work collaboratively with the Contractor to site all Program Elements in locations that will earn community acceptance.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

8.8. Permitting

The Contractor will perform all necessary services in the name of the City of Los Angeles including obtaining all necessary permits and approvals required to install, operate and maintain all elements of STAP. All permits will be obtained in the name of the City of Los Angeles. All necessary permits will be obtained prior to the installation of new Program Elements and the removal of existing inventory. Further, the Contractor will be required to obtain all necessary authorizations or approvals to utilize easements, conduits, poles or private property necessary to operate STAP.

StreetsLA has developed a process that will streamline permitting within City Public R/W areas by providing approvals for multiple locations at once. The Contractor acknowledges and accepts that the City has final approval in the issuance of permits and the selection of sites.

8.9. Maintenance

The Contractor will be solely responsible for the maintenance of all STAP inventory, new and existing from the CSFP, throughout the Contract Term. Maintenance of the Program Elements will include cleaning, removing graffiti and stickers, removing litter in, on and within a ten-foot circumference around each of the elements. All digital devices will be maintained in working order by removing dirt, stickers, tags, etchings and other marks to ensure that the advertising space is attractive to advertisers and out of home advertising audience measurement services.

The Contractor will use the StreetsLA's Asset Management system and on-site visual inspections to ensure that all STAP Elements are maintained to their useful lives according to original equipment manufacturer warranties. All digital Program Elements will utilize self-reporting technologies to indicate the need to be refurbished, reconditioned or replaced.

Maintenance of all STAP Elements will be performed according to the schedule mutually developed and agreed upon by the City and the Contractor. That schedule will be based on historical data including public comments and complaints received by the City's 311 Center, crowd-sourced information and data collected from the City's Asset Management Program. A proposed maintenance schedule is provided in Section 10.1 of this RFP. All maintenance activity will be reported into the StreetsLA's Asset Management System.

Included as a part of the Contractor's maintenance obligation will be the requirement to temporarily or permanently remove, reinstall, relocate, or replace Existing Program Furniture and new STAP Elements as required to accommodate roadway construction projects, filming, special events, bus stop relocations, bus stop deletions, bus stop additions, and/or similar needs effected through transit route changes. No specific site is guaranteed for the entire duration of the Contract Term. The City anticipates that the Contractor will perform a portion of these removals, reinstallations, relocations, and/or replacements at no cost to the City and also recuperate such costs from third parties when practicable. The City and Contractor will mutually determine the financial responsibilities and obligations for this work through future contract negotiations for STAP.

The City encourages the Contractor to consider developing a cooperative maintenance program with the development community and large landowners so that maintenance expenses can be shared with those who directly benefit from the placement of STAP Elements.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

8.10. Replacement and Relocation of Shelters and Other Program Elements

The City proposes the immediate replacement of up to 770 existing street furniture elements with new, digital Program Elements. The inventory to be replaced has been assessed to have the greatest potential for high occupancy and revenue return. The City wishes to replace this static inventory with digital-ready elements to increase program revenues and to allow for the delivery of real time information to transit riders, active transportation and shared mobility users and pedestrians. The mix of Program Elements (shelters, kiosk, urban panels, live boards, etc.) will be determined collaboratively by the City and the Contractor. Shelters removed from these locations will become part of the STAP Shelter Revitalization Program.

8.11. Site Restoration/Property Damage

The Contractor, at its sole cost and expense, will restore all rights of way impacted by the relocation or replacement of current Program Elements including, but not limited to, any sidewalk surface, curbing, drainage, vegetation, plantings, trees, shrubs or structures, disturbed, destroyed or damaged by contract activities or construction of the shelters, kiosks or other STAP Elements on City property. The City requires site restoration to its original condition, reasonable wear and tear excepted, within the reasonable number of days specified in the written notice. All remedial work will be undertaken expediently upon notice from the City. In the event the Contractor does not satisfactorily respond, the City may undertake and complete the remedial work with its own employees and/or independent contractors, and the Contractor will pay all actual costs or charges incurred by the City by reason of such work.

8.12. Ownership of Structures and Devices

The City has proposed an option of providing some or all of the capital to replace the existing CSFP inventory. Regardless of the capital participation of the Contractor, the City will own all STAP Elements from the day they are installed. Ownership of all STAP Elements will be the absolute property of the City, and the City will have every right, title and interest therein, free and clear of any liens, and any interest in Program Elements.

8.13. Sale of Advertising Space

The revenue generated from the placement of advertising on STAP Elements is crucial to the success of the program. Those revenues will allow for the replacement of the current street furniture inventory, some of which over 30-years old; the implementation of a digital network for the provision of real-time transit and other public information; and, the deployment of new Program Elements. The Contractor will be granted the right to sell advertising space on the STAP inventory as described in this RFP. The City of Los Angeles retains the rights to advertising space in the public realm on City-owned properties and public rights of way site improvements including in designated areas as specified in, but not limited to **Section 6.6 Exceptions and Exclusions** of this RFP. Subject to applicable California Law and except for the rights expressly granted to the Contractor, the City reserves the right to enter into other agreements to develop revenue from the use of its rights of way and street site improvements with naming rights, sponsorships, data services, advanced technologies, and other advertising programs. Other agreements that the City may enter into are not intended to diminish the sale of advertising space on the STAP inventory.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

8.14. City-Sponsored Advertising Requests

The City requires that the Contractor make advertising space available for City-sponsored public education and information campaigns. For that purpose, the City reserves the right to use five percent (5%) of all advertising space/time without the need to compensate the Contractor. This set aside is not inclusive of the City's use of digital displays and devices for the delivery of real-time transit information. The amount of space/time to be used for the display of real-time information will be determined cooperatively.

8.15. Program Build Out and Expansion Plan

The City's map of existing street furniture inventory in the current CSFP can be accessed through this link:

<https://lahub.maps.arcgis.com/apps/webappviewer/index.html?id=114922520e2e4713be75c4188028e205>

In addition to the first-year replacement of up to 770 existing street furniture elements and the relocation of existing transit shelters through the Shelter Revitalization Program, the City expects to continue the replacement and explore repurposing of existing street furniture. The City will also identify locations for new Shelters and collaborate with the Contractor to identify potential locations for other Program Elements.

The Contractor will develop a Build Out and Expansion Plan that includes the following:

- A plan and schedule for the development and replacement of existing street furniture during Contract Years 2 through 5.
- A plan and schedule for the Shelter Revitalization Program during Contract Years 2 through 5.

The plan will include 1) the types and sizes of the digital displays, the locations where the displays are proposed to be installed, and whether they will be advertising or non-advertising units; 2) an installation plan for each location describing what considerations will be made to minimize disruption to transit riders and pedestrians, and what services will be required of the City to achieve that schedule.

8.16. Smart Technology/Digital Infrastructure

An important part of the City of Los Angeles' vision for STAP is to use the program's elements as part of the City's digital infrastructure. STAP Elements will both create, use and exchange data as part of their function. Further, the physical structures and devices, sensors, fiber optic cabling and networked systems, software and system protocols can and will contribute to the City's digital infrastructure plan as developed by ITA. Benches can be powering stations for wireless devices; smart trash bins can report when they are full; digital displays can count pedestrian and vehicular movements and even monitor air quality. Responsive street furniture can also adapt to the needs of seniors and persons with disabilities. The City encourages respondents to include smart technologies that support the City's digital infrastructure in STAP. STAP Program Elements should be capable of housing small-cell towers and network devices to support 5G cellular service.

The City understands from its evaluation of the programs of other cities that have deployed these smart technologies that there is cost associated with each and that not all locations can sustain these technologies. To that end, the City will work with Los Angeles' ITA and the Contractor to develop a plan to utilize STAP to become a backbone of the City's connected future.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

8.17. Data Collection, Data Ownership & Use of Location-Based Technology

Data that is collected through STAP Elements and programs will be the sole property of the City of Los Angeles. All data collected will be non-personally identifiable information in accordance with the provisions of the California Consumer Privacy Act 2018. The Contractor will hold secure and confidential, during and after the expiration of the Contract Term, all data requested by the City as well as any other non-personally identifiable data that may have been collected over the Contract Term. None of the data collected through the STAP will be made available to any person or entity without the prior written authorization by the City.

The Contractor will be granted the non-exclusive right to use non-personally identifiable data only for purposes of increasing STAP advertising revenues associated with the specific Program Elements operated under the Agreement.

The Contractor may propose opportunities to monetize the data collected from the elements, technologies and programs developed for STAP, with the City sharing in revenues from that monetization. All current and future uses of data must comply with the [California Consumer Privacy Act](#) (CCPA), the City's Digital Code of Ethics and the City of Los Angeles' Privacy Policy.

The City may allow the use of advertising through location-based technologies that can activate or display mobile content to the public within a defined radius, especially around major public attractions, such as museums and sports venues. The use of location-based technologies will only be authorized by the City on commercial basis if it is in compliance with the CCPA and the public has the means to opt-out of such advertising.

9. SITE SELECTION AND PERMITTING

The placement of STAP Elements in the public realm will be guided by the City's goals for the program; recommendations of the Los Angeles City Council, the criteria listed below, as well as requests from the public, private landowners and developers.

The City's vision to provide shelter, shade, safety and comfort to transit riders, the users of active transportation and pedestrians is the most important goal of STAP. The City recognizes the importance of placing Program Elements where their advertising space can generate the most revenue, however, this is secondary to the need to provide shelter, shade, safety and comfort to transit riders. The conditions of the pandemic have proven that well-designed and functional street furniture can transform a city's sidewalks into welcoming and safe spaces, which improves the quality of life and has the potential to boost advertiser participation in STAP.

The City intends to prioritize, select and designate locations for new and relocated transit shelters based upon the criteria below to ensure their equitable distribution while working towards the City Council's goal of 75% of transit riders in each Council District boarding transit service where there is a shelter. The criteria for siting shelters is as follows:

- High transit ridership
- Exposure to heat (heat data from the Trust for Public Land)
- Metro's Equity Focus Communities* (based upon minority populations, low-income households, and zero-vehicle households)
- Proximity to trip generators, key destinations, service facilities, and "low frequency" bus routes that indicate long wait times (per Metro Next Gen Study Tier4)

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

- Specific site conditions, especially the ability to receive relocated or new STAP Shelters

Transit stops will initially be prioritized and ranked citywide based on the above criteria. Following the assignment of priority rankings on a citywide basis, the ranked bus stops will be reviewed in relation to Council District boundaries with the goal of deploying shelters at the highest ranked locations within each Council District to achieve the goal of 75% of transit riders in each Council District boarding transit service where there is a shelter. Once the 75% goal is achieved, additional shelter sites will be selected based upon the remaining highest rank prioritized locations citywide.

The Siting Criteria for STAP Elements is as follows:

1. Shelters and other structures or devices that provide shelter, shade, safety and comfort shall be staged according to the priorities noted above in locations that are serviced by transit, serve as hubs for shared mobility and active transportation and are places where pedestrians congregate. Other Program Elements can be placed to serve advertiser demand when space and inventory allow through a collaborative site selection process.
2. The placement of STAP Elements will be coordinated with light poles, electrical boxes, electric vehicle charging stations, bicycle and scooter sharing stations and other public amenities. Refer to **Appendix A Transit Shelter Placement Guidelines** for specific detail.
3. All STAP Elements shall be installed to provide a clear longitudinal path of travel that is a preferred minimum of five (5) feet wide for pedestrian circulation. Placement of STAP Elements must maintain minimum distance requirements from bus stops, rail station entrances, building/property ingress/egress points, fire hydrants, stand pipes, building fire safety equipment, vaults, subgrade utilities and related structures, power outlets, utility/street light/traffic signal poles, utility cabinets/above ground facilities, signs/sign posts, street trees and tree wells, landscaped planters and/or parkways, driveways, access ramps, pre-permitted sidewalk dining, permitted street furniture, and permitted street vending sites.
4. The placement of STAP Elements in the public realm may not interfere with pedestrian or motorist sight lines required for traffic safety.
5. STAP Elements must be properly sited in compliance with the ADA, PROWAG, and Title VI of the Civil Rights Act, as well as all state and local codes and ordinances. Program Elements that serve the primary function of advertising revenue generation may be excepted.
6. All STAP Elements shall be distributed as evenly as possible throughout all City Council Districts. Program Elements that serve the primary function of advertising revenue generation may be excepted.

The Contractor will work collaboratively with the City on the selection of the sites for STAP Elements. The Contractor will offer a list of proposed locations for STAP Elements with advertising space in order to maximize the value of that space to advertisers. The City Council retains the right to reject proposed locations and to suggest alternate locations. The final determination of the location of STAP Elements will rest with the Board of Public Works.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

9.1. Compliance with Codes

The Contractor will comply with all applicable Building, Plumbing and Electrical Codes of the City of Los Angeles and other Public R/W specific adopted policies and standards, obtaining the required permits and approvals for the appropriate city agency and paying the required fees. The Contractor will employ only California State licensed general contractors, electricians, plumbers, and other building trade professionals for the installation, repair or removal of STAP Elements.

9.2. Utility Coordination and Metering

All subsurface utility work associated with the installation of STAP Elements or the removal of existing Program Elements must be coordinated with the Department of Water and Power, the exclusive provider of electrical power and water service to the current program, and other utilities that may be in the City's rights of way. Coordination, as well as the possible relocation of electric, water, fiber optic or other communication service, gas, petroleum, railway, stormwater, or wastewater infrastructure, is the sole responsibility of the Contractor.

The City requires that all STAP Program Elements that require electricity have separate meters so that the cost of powering the new program devices, especially the digital displays, can be tracked by device with the cost of electricity being paid by the Contractor. Any water service required by STAP Elements will similarly have its own water meter to track and determine actual water usage.

9.3. Site Plans

The Contractor will be required to develop site plans and to submit those plans to the City for all STAP Elements prior to their installation. Multiple site plans may be submitted for City review at one time; however, individual site plans are required for each and every location for inclusion in the City's Asset Management Plan and StreetsLA's ESRI Graphic Information System (GIS) map of all STAP Elements.

Fully dimensional site plans in no less than engineering 1" = 20' scale (with engineering 1" = 10' scale being preferred) must be submitted for the City's review including the following:

- City Right of Way and Private Property Lines
- Setbacks or clearances from all utilities, stand pipes, driveways and existing structures, including building or other frontage
- A description including the type, size and number of Program Elements
- The location of the STAP Elements using USGS topographic location maps
- Compliance with required ADA, ADAS, PROWAG and other requirements
- The sources of power and connectivity proposed for the location
- All current or pending permits required for the location's development

9.4. Permitting

The Contractor will perform all necessary services on behalf of the City of Los Angeles including obtaining all necessary permits and approvals required to install, operate and maintain all elements of STAP. All permits will be obtained in the name of the City of Los Angeles. All necessary permits will be obtained prior to the installation of new Program Elements and the removal and relocation of existing inventory. Further, the Contractor will be required to obtain all necessary authorizations or approvals to utilize easements, conduits, poles or private property necessary to operate STAP.

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

Placement of Program Elements within City boundaries that are on State Highways or areas within the jurisdiction of the California Coastal Commission are subject to State regulations and permits. The Contractor is responsible for securing the required permits. The City will provide assistance to the Contractor in obtaining permission and any permits required to install STAP Elements. The majority of the existing inventory is not located on parts of the Interstate Highway system controlled by Caltrans or in areas under the jurisdiction of the California Coastal Commission.

10. MAINTENANCE

The Contractor will be responsible for the maintenance of all STAP Elements to the requirements of the City. Those responsibilities include, but are not limited to, inspecting the physical appearance and structural integrity of all Program Elements; removing graffiti, tags, stickers and etchings; and, performing regular and deep cleaning of shelters, kiosks and displays. The maintenance responsibility of the Contractor includes the removal of trash from trash receptacles that may be part of the program; trash in and on Program Elements and within a ten-foot circumference around each of the Program Elements.

As STAP will have a strong reliance on digital displays to achieve its goals, all of those devices will be maintained by the Contractor by wiping down or air-dusting debris from electrical connections as well as screens. Digital displays must be maintained in working order to deliver real time and public information; however, they must also be maintained to ensure that the advertising space is clean and attractive to advertisers.

All maintenance activities will be reported into the StreetsLA Asset Management System to ensure that the Program's Elements are maintained to their useful lives according to preventative and regular scheduled maintenance specified by the Original Equipment Manufacturers (OEM). While many of the technologies that will be deployed in STAP are self-reporting and monitoring, regular physical inspection is required based upon the anticipated heavy use of STAP Elements.

The schedule proposed below for preventative, regular and emergency maintenance is based upon historical data, public comments and complaints, calls received through the City's 311 Center, and crowd-sourced information.

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

10.1. Proposed STAP Maintenance Schedule

| Type of Maintenance | Description | Frequency | % of Total Inventory per Frequency |
|----------------------------|---|--|--|
| Preventative | Replacement of worn structural elements; OEM recommended maintenance of digital displays | Weekly | 10% |
| Regular | Removal of graffiti, stickers and tags; Replacement of broken structural elements; Cleaning of digital displays; Removal of litter and debris | Weekly | 100% |
| Hot Spots | All Preventative and Regular | Minimum of 3 times per week | Based upon need |
| Deep Cleaning | Power washing to pads and Program Elements; Painting or repairs to structural damage; Removal and refurbishment of Program Elements | Rotating schedule <ul style="list-style-type: none"> • quarterly for power washing; additional power washing at specific locations as needed • bi-annually or as needed for painting & all other repairs | Power washing: 100% Painting & all other repairs: 50% |
| Emergency | Replacement of broken glass; Damaged structures, broken digital displays; Safely secure and/or restrict access to furniture that cannot be repaired immediately to minimize liability concerns. | Upon notification and no later than 24hrs after notification | 100% |

The Contractor must conduct and respond to maintenance for the STAP Elements to ensure that they are in optimal condition at all times. The City will impose liquidated damages upon the Contractor if maintenance is not performed to the required schedule. Those damages would be charged as follows:

| | |
|--------------------------|----------------------|
| Preventative Maintenance | \$100 per incident |
| Regular Maintenance | \$250 per incident |
| Hot Spot Maintenance | \$500 per incident |
| Deep Cleaning | \$500 per incident |
| Emergency Maintenance | \$1,000 per incident |

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

StreetsLA will bill the Contractor directly for liquidated damages with payment of the fines required within 10 days of receipt. In the event the Contractor fails to respond within a required response time, the City will double the rate of liquidated damages for a second notice. If a third notice must be issued, this will be grounds for Contract Termination.

11. ADVERTISING GUIDELINES

The City's STAP has the goals of providing shelter, shade, safety and comfort for transit riders and pedestrians. Based upon the performance of the current Coordinated Street Furniture Program, the City is aware of the importance of STAP Elements to advertisers and the importance of the advertising revenue that will finance the design, manufacture and maintenance of existing and new Shelters and Program Elements.

The STAP will expand the opportunities for advertisers in the public right of way with digital displays and other new technologies that will enhance the experience for riders of transit as well as pedestrians. These new Program Elements require a definitive, workable and responsible process for the review of advertising content that will be displayed on the STAP inventory.

The City is committed to sustainability and LA's Green New Deal Plan. The Contractor will utilize recyclable materials in the production of advertising materials and displays; achieve energy efficiency with the use of low-draw power strategies and renewable energy when possible.

11.1. City of Los Angeles's Advertising Policy

The purpose of this advertising policy is to control the content of advertising placed on City-administered rights of way, structures, facilities and rolling stock to ensure that subject matter is aligned with the standards of the community. Advertising will be accepted for commercial purposes only, that is advertising that promotes the sale of goods and services or events promoting goods and services. The City of Los Angeles' acceptance of advertising in the public realm is not intended to create a public forum, but rather to make use of its assets held in a proprietary capacity in order to generate advertising revenue, therefore, only advertisements that propose a commercial transaction will be allowed.

The City will not allow the placement of advertising promoting non-commercial purposes except for government or other sanctioned programs and services. Advertising intended to advocate or oppose social policies, religious discourses, political candidates and issues will be not allowed.

The City's **draft Advertising Policy** attached as **Appendix B**.

11.2. Review of Advertising Content

The Contractor will be responsible for the content of all advertising to be displayed and will use sound business judgment in accepting advertising content for posting. The Contractor will have the right to reject any objectionable advertising, especially if said advertisement will have a detrimental impact on the sale of advertising and the value of the STAP and other City advertising programs. Potentially objectionable advertising will be submitted for review to StreetsLA and may require changes in copy, visuals or other materials so that the advertisement is acceptable to community standards. The City retains the right to reject any advertising subject to the terms of its Advertising Policy.

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

The STAP will require a digital signage content management system that allows for the customization, scheduling, monitoring, and deployment of content across STAP's network of digital displays and devices.

The Content Management System (CMS) will be an important point of applying the STAP Advertising Guidelines. StreetsLA will have secure access to the CMS for purposes of accessing the program's dashboard of STAP performance and to review advertising content that may not meet program guidelines.

11.3. Removal of Objectionable Content

The Contractor will remove any advertising that StreetsLA determines to be objectionable or conflicts with the City of Los Angeles' Advertising Policy. Removal will take place as soon as possible, but no later than 24 hours from the time of notification to the Contractor.

The Contractor will hold the City harmless from all litigation regarding its sale of advertising and its determination of the acceptability of advertising content. The City will hold the Contractor harmless from litigation resulting from its direction to the Contractor to reject advertising because of objectionable content.

11.4. Advertising Sustainability

The City requires the use of sustainable materials in the manufacture of STAP Elements. The production of static advertising will also be subject to the use of sustainable, recyclable and/or biodegradable materials. The Contractor should limit the elements purchased for use in STAP to those that are the most sustainable with the highest energy efficiency ratings, such as those with an ENERGY STAR rating, as well as the lowest global warming potential, such as high recycled content steel. The criteria for selection of structures and devices will require minimum power supply efficiency, self-monitoring and reporting allowing for remote device management as well as maximum and minimum display brightness controls.

The Contractor will present an annual report of program energy and water usage for the purpose of reducing consumption over the Contract Term. The Contractor will utilize strategies that minimize energy and water consumption; regulate brightness settings on digital displays to time of day, weather conditions, the nearness of those displays to residences; and, use renewable energy or other alternative energy sources.

The Load Serving Entity that provides STAP's power is the Los Angeles Department of Water and Power (LADWP). The Contractor will explore and utilize all incentive opportunities offered by LADWP to minimize power load requirements.

12. ADVERTISING SALES

Los Angeles County contributes 3.8% of the United States' Gross Domestic Product (GDP) with \$710.9 billion in output for 2018; the largest of any county in the nation.⁷ Based upon this data, STAP is well positioned to be one of the most valuable out of home advertising programs of its kind in the world.

The City of Los Angeles has developed the STAP as an ambitious plan to be developed jointly with a business partner that is innovative, flexible, and, mostly importantly, experienced in the sales of out of home media. The COVID-19 pandemic has impacted the sales of all forms of advertising, so the City's business partner must be creative and ambitious as the economy begins a slow return to normalcy. The City has accommodated the reality of the current

⁷ [US Dept. of Commerce, Bureau of Economic Analysis, Local Area GDP 2018](#)

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

economic context in this RFP by proposing participation in the capital commitment necessary to renew the inventory, and by removing the minimum annual guarantee in return for a higher revenue share allowing for both partners to equitably share risk and reward.

Revenue generated from advertising space on the STAP Elements supports the maintenance of Program Elements, the optional Automated Public Toilets that may be a part of the STAP or a stand-alone program, City costs to administer the STAP and contributes to both the City's Street Furniture Revenue and General Funds. Expanding the use of digital displays will increase program revenues as will the use of STAP as a 'backbone' of the City's digital infrastructure. The City anticipates that its STAP partner will create a robust mix of national, regional and local advertisers in multiple advertiser categories. The City's partner should also embrace the programmatic sale of the STAP's digital assets through automated buying, selling and delivery of advertising space. In particular, Programmatic Self-Service exchanges that would allow smaller advertisers to purchase advertising on STAP shelters and kiosks in their neighborhoods. This would expand the advertiser base and create opportunities and deliver value to small, local merchants in Los Angeles neighborhoods.

Through the addition of digital displays, allowing experiential, place-based and data-driven marketing, the STAP is expected to generate increasing revenue over the Contract Term. By creating an attractive environment for transit riders, those that use active transportation and micro-mobility, the STAP will be attractive to advertisers who want to build genuine equity in their brands.

12.1. Business Plan

The purpose of the Business Plan is to detail how the Contractor will accomplish the required program administration, maintenance, billing, reporting, and coordination activities detailed in this RFP. The selected Contractor will provide the City with a Business Plan that details how the day-to-day operations of the STAP will be managed. At a minimum, the Business Plan will be updated annually.

The Business Plan will include an organizational chart of all Project Team members and identify the Project Manager and other key personnel. The City will retain the right of refusal of the Project Manager and any other member of the Project Team. The Business Plan will provide detail on how the Contractor's posting, installation, restoration, maintenance and operational activities will be accomplished without interfering with public activities in the City's rights-of-way. The City will grant to the Contractor, subject to the City's rules, the right of its authorized, properly-trained and identified representatives to enter into and on the City's Public R/W for the purpose of inspecting, installing and maintaining advertising structures and displays and for staging experiential advertising events. The Contractor's employees working on or in the vicinity of any Program Element and/or any utilities connected thereto must wear and properly use safety gear, including appropriate clothing, hardhats, protective eyewear, vests and tools at all times. The City will provide City Contractor Identification Cards to those employees or representatives that require access to the City's rights of ways and facilities. The City Contractor Identification Card is issued for identification purposes only and is not valid for payment of fares on transit services, parking fees, or entry into any secured City facility.

All work will conform with all current safety practices, including, but not limited to those of the Occupational Safety and Health Administration, Federal Transit and Federal Railroad Administrations, and, Cal/OSHA occupational safety and health regulations. The Business Plan should describe the safety-training program that would be deployed to ensure that

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

employees working on City R/W received the required safety training. The activities associated with the installation of new STAP Elements will not foul or disrupt rights of way, bus stops, stations and hubs. When required by the City, these installations will deploy flagmen and/or LADOT Traffic Control Officers. At no time will an installation of new STAP Elements be undertaken without prior notice to the City.

The Business Plan will include a schedule for the maintenance of the STAP inventory in accordance with the schedule mandated by the City (See 10.1 Proposed STAP Maintenance Schedule). The Contractor will be required to post a monthly report of maintenance activities into the City’s Asset Management Reporting System. When possible, the City recommends the use of mobile asset management using wireless devices. Those devices may be secured devices provided by the City or allowing Contractor employees or subcontractors to BYOD (bring your own devices) for reporting. The Contractor may use its own maintenance reporting system and devices; however, all reports must be entered into the City’s Asset Management System.

The Contractor may deploy smart devices and technologies that are self-monitoring and reporting, separate or part of the inventory to be provided under the capital funding scenarios. StreetsLA has an existing Asset Management Program that will be used to ensure that all STAP Elements are managed to their useful lives according to federal and City asset management requirements. The importance that the City has placed on converting static displays to digital raises the importance of monitoring the digital elements of the inventory to ensure they are in working order to maximize revenues and to deliver real-time and other public information.

At a minimum, the tracking and control reports should include the following:

| INVENTORY TRACKING AND CONTROL | | | |
|---|--|--|---|
| Data | Details | Format | Frequency |
| All inventory by location, type (digital, static, etc.), size | Includes location characteristics: <input type="checkbox"/> geographic location <input type="checkbox"/> audience (rider, pedestrian, motorist) Utility cost per device and per location Traffic Audit Bureau Circulation Data (Available by Subscription or the Contractor would be required to buy the subscription) | Plotted on StreetsLA GIS/Asset Management Plan Digital image of each device Detailed maps of each location (station, transit center or hub, ROW or space on shelter, kiosk, etc.) | Real Time |
| Posting/display schedules | By location and device | Cloud architecture possible; Single tenant implementation; Secure access provided to StreetsLA with function to download in multiple formats including Microsoft Excel; Ability to review content prior to posting | Monthly or as needed for content review |
| Inventory availability Occupancy rates | By location and device | Cloud architecture possible; Single tenant implementation; Secure access provided to StreetsLA with function to download in multiple formats including Microsoft Excel | Weekly Monthly |
| Maintenance schedules | Records of maintenance activities | Entered into the StreetsLA Asset Management Program | Real Time |
| Sales contracts | By location, device, rate, and term Commissions paid to advertising/media placement agencies | Cloud architecture possible; Single tenant implementation; Secure access provided to StreetsLA to review records and contract documents; Function to download in multiple formats including Microsoft Excel | Monthly |
| Revenue | By location and device | Cloud architecture possible; Single tenant implementation; Secure access provided to StreetsLA to review records; Function to download in multiple formats including Microsoft Excel | Monthly |
| Accounts | By advertiser <input type="checkbox"/> Billings <input type="checkbox"/> Payments <input type="checkbox"/> Aging accounts <input type="checkbox"/> Reconcile buy periods with posting/display schedules | Cloud architecture possible; Single tenant implementation; Secure access provided to StreetsLA to review records; Function to download in multiple formats including Microsoft Excel | |

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

Throughout the Contract Term and for a minimum of five years after the agreement ends, the Contractor will maintain complete and accurate records of the operation of the STAP including all accounts of sales, revenue collection and payments due the City.

The City will always have the ability to inspect and oversee the business of the Contractor including access to all documents, records, data and other information related to or affecting the Contractor's obligations under the Agreement. The Contractor retains the right to assert that confidential or proprietary information contained in these documents should not be disclosed by the City. The City's oversight includes the right to inspect the installation, maintenance, removal and/or restoration of the STAP inventory and the City's rights of way used for the STAP.

12.2. Sales Plan

The purpose of the Sales Plan is to drive the achievement of maximizing revenues from national, regional and local sales, as well as expanding the categories of advertisers beyond those currently buying advertising on the existing street furniture. The Sales Plan must include a listing of all established rates at which the advertising space is sold. At a minimum, the Sales Plan will be updated annually. The Sales Plan must detail how the Contractor intends to achieve the following:

- Maximizing sales increasing total gross revenue
- Maintaining occupancy rates at a minimum of 80% of the available advertising inventory
- Diversifying the categories of advertisers to include technology, entertainment, financial services, insurance, healthcare, education, wireless, consumer product, automotive, pharmaceuticals and online commerce industries
- Increasing sales to multicultural advertisers in recognition that Los Angeles is a minority-majority city
- Selling the STAP space at rates that are comparable and competitive to those of other media in the Los Angeles DMA
- Developing supplemental sales through establishing programmatic online sales of STAP advertising space
- Developing methods to allow small, local merchants to buy STAP in their neighborhoods through a self-service exchange or Demand Side Platform
- Demonstrating experiential advertising and other innovative forms of advertising that would increase revenue and the value of the STAP

The Sales Plan must demonstrate how the Contractor will maximize revenues through achievement of a reasonable mix of national, regional and local sales. The Sales Plan will designate who will have primary responsibility for these sales, whether the Contractor's own staff or through third parties. An organizational chart of the Contractor's staff and/or subcontractors handling sales will be provided in the Sales Plan. At no time will the STAP's advertising space be sold by any organization other than the selected Contractor without the prior approval of the City.

The increasing amount of out of home advertising being sold through automated buying and selling makes the inclusion of programmatic selling of STAP advertising space an important part of the Contractor's Sales Plan. The City believes that programmatic sales will simplify the buying of STAP space and thereby increase revenue. The role that out of home

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

advertising plays in support of online, mobile and video advertising makes programmatic selling a logical part of the STAP.

The STAP will serve a large and diverse audience. While the focus of the program is to provide shelter, shade, safety and comfort to those who live in, work in and visit the City of Los Angeles, the city is one of the most popular tourist destinations in the world with more than 50 million annual visitors.⁸ The Contractor's Sales Plan should include specific strategies to sell to advertisers on the STAP's ability to deliver viewership to multiple populations. Through the addition of digital, the STAP will allow for place-based and audience-based advertising which will also increase program revenues. The Contractor must offer a Sales Plan that will raise advertiser awareness to these opportunities that the STAP will offer.

Creative selling propositions that benefit the City, should be presented in advance for the City's consideration. Experiential advertising that enables consumers to experience a brand through sampling, events, guerilla marketing or retail opportunities would be such a proposition. Using the STAP's digital network to present live news content would also be the types of innovation that would raise revenue while delivering useful content to the public. The Sales Plan should detail how these methods of advertising can be executed without interfering with the use of STAP Elements by transit, active and shared transportation users and pedestrians.

If the Contractor operates other out of home advertising inventory in the Los Angeles Market, STAP space can be sold as part of citywide 'domination' packages; however, at no time would the City allow STAP space to be used as bonus or over posting or barter for primary buys on other forms of out of home advertising.

The Contractor must provide quarterly reports detailing all contracts and billing collection activity. These reports will be provided through the CMS.

The Contractor will provide copies of all advertising sales contracts prior to their effective date. The contracts should detail the value of advertising purchased including the location and duration of the buy. Data relating to sales and billings must be provided in electronic form with copies presented in a sortable spreadsheet file format or posted via the methods previously outlined in this section.

The Contractor, as part of the Sales Plan, must provide an acceptable procedure for removing dated materials at the end of each advertising contract term. The City mandates that all dated materials should be removed within ten (10) days of the end of an advertising contract. All dated static advertising materials will be removed from the City's rights of way and facilities premises and disposed of properly in accordance with environmental laws.

12.3. Establishing Rates, Contract Terms and Rate Card Review

The Contractor will establish national, regional and local rates for the sale of STAP advertising space. The Contractor will provide these rates in its Sales Plan and explain any premium charges or discounts that are part of its selling strategies. The suggested term for the length of advertising buys/contracts should also be rationalized for the changing STAP inventory, especially with the inclusion of digital displays.

From its experience over the past 20 years with the current street furniture program, the City understands the competitive nature of the sales of out of home advertising. As a result, the City wishes to maximize revenues and the value of its STAP assets over the term of the new

⁸ [Los Angeles 2018 Tourism Quick Facts, LA Tourism & Convention Board](#)

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

Agreement. Those goals can only be realized by consistently selling the inventory at rates that are competitive with other media and keeping the advertising space occupied as much as possible. The term of the contracts negotiated by the Contractor should develop and sustain relationships with advertisers for the long-term.

The City will review the Contractor's rates on an annual basis to determine the appropriateness of those rates in relation to other Los Angeles DMA media, especially other forms of out of home advertising. Any change in proposed rate card rates will be presented to the City for review and approval ninety (90) days prior to such requested change.

12.4. Barter, Over-Posting, Bonusing and Removal of Data Materials

The City will not allow the use of STAP advertising space for barter that benefits the Contractor without the City receiving compensation for the value of the advertising space bartered. All barter transactions will be accounted for in the reports provided to the City. Each barter agreement will be presented to the City for its approval in advance and will be reported as a sales agreement for purposes of reporting.

Maintaining a clean and well-kept environment for those using the elements of the STAP is of paramount importance to the City. Since empty advertising displays diminish the appearance of STAP Elements as well as sales of the space, the practice of over posting on STAP Elements is allowable to no more than 10% of the total inventory in the Agreement resulting from this RFP. Over-posted advertising must remain in "like-new" condition. The Contractor will report quarterly on the rate of over-posting in conjunction with its reporting on occupancy rates. The City restricts the practice of bonusing advertising space as this practice results in reduced revenues to the City and erodes the value of the STAP's advertising space. The Contractor will also limit bonusing to no more than 10% of the purchased space.

The City may use any other unsold space for its own messages or for co-promotional purposes. The City will also allow the use of unsold space for the purpose of promoting STAP advertising opportunities.

12.5. Public Service Advertising and Public Service Fees

The Contractor will establish a public service advertising rate that will be charged for qualifying, certified not-for-profit organizations and will provide space for public service advertisers on a preemptive basis. The City has created a list of designated not-for-profit organizations eligible to use STAP space. Public service advertising will only be accommodated when there is unsold space available. The Contractor may charge a reasonable rate for the labor required to produce and install public service advertising, including the cost of posting and scheduling advertising into the Content Management System.

The Contractor will manage public service advertising partnerships for the City. Public service advertising requests will be presented to the City for approval prior to any formal agreement. The Contractor will maintain a database in the CMS of all public service advertising posted on the STAP for the purpose of ensuring that the space is granted on an equitable basis to as many eligible organizations as possible.

The fees received for any required production and placement of public service advertising will be identified in the sales activity reports provided to the City. That statement will include a listing of all the public service advertising posted during each reporting period.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

12.6. Cooperative Promotions and City's Retained Rights

The City reserves the right to require the Contractor to develop cooperative promotions that market the services of the City of Los Angeles or promote the image of the City of Los Angeles or the culture and history of its communities and neighborhoods. As previously stated in 8.14 City-Sponsored Advertising Requests, the City reserves the right to use five percent (5%) of all advertising space/time without the need to compensate the Contractor. In situations when the City requires more than the 5% set aside, the Contractor will receive compensation for the value of the advertising space that is used by the City at the prevailing public service advertising rate. This set aside is specific to the promotion of City and City-sponsored services and the image of the City, and is NOT inclusive of the City's use of all digital display units for the delivery of real-time transit, health, safety and public information.

The City retains the right to display transit rider, active transportation user, shared mobility participant and pedestrian information on all of the STAP inventory. The Contractor will make space available for this purpose on all digital and static advertising formats. The amount of space dedicated to this purpose will be determined cooperatively.

The City grants the Contractor the right to the advertising space on STAP Elements. Other methods of selling STAP advertising, such as experiential advertising or other advertising concepts developed by the Contractor, must receive the prior approval of the City. In all circumstances, revenues will be shared with the City at the same levels detailed in the Agreement resulting from this RFP.

12.7. Data Ownership and Monetization

No personally identifiable data will be collected under the STAP. Non-personally identifiable data that is collected through STAP structures, devices, technologies, is the exclusive property of the City. The primary purpose for the collection of non-personally identifiable data is to improve City services. None of the data collected under the STAP will be made available to any Third-Party without the approval of the City. The Contractor will be granted the non-exclusive right to use the STAP data for purposes of increasing advertising revenues specifically for the STAP through programmatic and other forms of sales. The Contractor may propose opportunities to monetize the data collected through the STAP, with the City sharing in revenues from that monetization.

13. DISCLOSURES

The City will require the Contractor to disclose sufficient information about its business practices to enable the City to better understand how the Contractor will achieve the financial requirements of STAP.

13.1. Ownership of Other Advertising Structures in the City of Los Angeles

The Contractor will be required to provide the City with a comprehensive inventory of the other out of home advertising structures, devices and programs that the Contractor may operate within the geographic limits of the City of Los Angeles.

13.2. Revenue and Payment Terms

The Contractor will pay the City the required first year, one-time payment of \$6 million (US) on or before March 31, 2022. In addition to that payment, the Contractor will pay the City the agreed upon percentage share of revenue in quarterly installments based upon a schedule of revenue reconciliation. The basis of the payment will be revenue received for the previous months' sales of inventory. Revenue will be calculated based upon gross revenue minus

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

commissions, paid only to recognized advertising and media placement agencies, that are limited to no more than 17% of the total value of the advertising buy.

Quarterly revenue reports, including revenues due to the City must be available through the CMS. Quarterly payments will be made to the City by electronic funds transfer no later than the tenth (10th) day of the succeeding month. Late payments made after that date will incur a late payment charge of 5% of the amount due per day.

Copies of all advertising contracts will be furnished to the City monthly for its review to validate the amounts made; to verify the amount of commissions paid and to memorialize discounts, bonuses or over-posting provided to advertisers. All reports will be made available to the City online through electronic formats.

The Contractor will make every effort to collect all amounts due for the sales of the STAP inventory. Bad debts will be kept to no more than 2% of total gross revenues billed in one year. Amounts over that percentage will be the responsibility of the Contractor and due to the City.

13.3. Minimum Annual Guarantee

The City is not requiring the payment of a minimum annual guarantee. The City is requiring the payment of a one-time payment of \$6 million. Potential Respondents may propose payment of minimum annual guarantees and/or a revenue share; however, those payments must be proportionate to the Respondent's capital proposal.

13.4. Revenue Share

The Respondent should develop a revenue share proposal that considers capital commitments by the City as well as the Respondent, the Respondent's cost of maintaining the STAP inventory and its cost of marketing the advertising space. The goals of the STAP are not all associated with revenues however achievement of those goals is very much dependent upon generating sufficient revenues.

13.5. True-Up Process

Should the Respondent propose a minimum annual guarantee as well as revenue share, a true-up process will be required to determine the difference due the City between the minimum annual guarantee and the share of gross revenue. That true-up process should happen on a quarterly basis with the payment to the City. The City understands that the billing and payment process may not accommodate the quarterly cycle as a result there will be one annual true-up to determine if the Contractor paid the full amount owed to the City. If it is determined through the annual true-up that the Contractor did not pay the full amount owed to the City, the City will invoice the Contractor for the true-up amount which must be paid to the City by electronic funds transfer within 10 working days of receipt of the invoice.

13.6. Financial Audit

The Contractor will maintain and require its subcontractors to maintain, in accordance with generally accepted accounting principles, books, records, and other compilations of data pertaining to the Contractor's services, delivery of materials, and other items in such detail as to substantiate claims for payment or for collections on behalf of the City under this Contract. Upon seven (7) days written notice, the City or designated representative (including an independent auditing firm) will have the right to examine and audit all data and records of the Contractor relating to its performance under the contract that results from this RFP. The Contractor will make available its Project Manager, financial staff as well as all records and

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

data maintained by the Contractor for the purposes of performing a financial performance audit.

The Contractor will maintain all books, records, accounts and reports required under the contract that results from this RFP for a period of at not less than five (5) years after the end of the Contract Term, except in the event of litigation or settlement of claims arising from the performance of this contract until the disposition of all such litigation, appeals, claims or exceptions related thereto.

The Contractor being bound by all applicable state and federal regulations expressly agrees to hold the City harmless against all audit exceptions or denials of reimbursement arising from a Contractor violation of the terms and conditions of state and federal laws. The Contractor will make restitution to the City of such amounts of money as are withheld from the City by state, federal, county, or local agencies or organizations due to Contractor noncompliance with applicable state and federal law. Restitution will be made no later than thirty (30) days after receipt of notification from the City of the amount due the City.

14. REQUIRED COMPLIANCE

The Contractor will manage its responsibilities under STAP in compliance with all applicable federal, state and local laws and requirements. STAP will be operated in the public realm, visible to millions who will use the program's inventory of shelters and kiosks. Like all public contracts, the agreement that results from this RFP will be managed with full transparency to foster public confidence preserving its trust.

The Contractor will indemnify, protect, defend and hold harmless the City of Los Angeles, its officers, employees and consultants from all fines, penalties and liabilities imposed upon the City under any such laws, rules, and regulations by any public agency, authority or court having jurisdiction over the parties hereto when the imposition of same is attributable to the failure of the Contractor to keep fully informed and to comply with its obligations in this regard.

The City of Los Angeles regards compliance with federal, state and local regulations as a commitment not a challenge. Respondents should acknowledge their required compliance with these laws and regulations:

14.1. Highway Beautification Act

The act that regulates out of home advertising located along the National Highway System. Caltrans is responsible for outdoor advertising permitting and control along the Interstate and primary roadway systems in California. The Contractor must be aware of the requirements of the Act as some STAP Elements may be located along the National Highway System, however the City of Los Angeles permits all STAP locations

14.2. Americans with Disabilities Act

The Contractor will ensure that all STAP Elements are designed, manufactured, installed and managed in compliance with the Americans with Disabilities Act (ADA) of 1990, 42 USC 12132 (ADA) and the most recently adopted version of the United States Accessibility Board's Public Right-of-Way Accessibility Guidelines (PROWAG). The City of Los Angeles may provide further detailed guidance based upon the ADA standards for height clearance, open floor space, wall opening space, bench/seat height, the height of rails from the ground, and path of travel requirements.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

14.3. City of Los Angeles Public Right of Way Protocols

The City of Los Angeles developed its Public Right of Way Protocols to reduce traffic fatalities and to promote the use of transit and shared-ride travel to reduce congestion. The Contractor will become familiar with and assure that the desired outcome of the protocols is achieved with STAP.

14.4. Civil Rights Act of 1964

In particular, the Contractor will ensure that STAP Elements are distributed in an equitable manner according to Title VI of the Civil Rights Act and City of Los Angeles Policy. The City of Los Angeles will collaboratively work with the Contractor to achieve and equitable distribution of all STAP Elements.

14.5. Patriot Act Certification

The Contractor will warrant that neither the Contractor nor any subcontractors or joint venture partners is listed on any of the lists maintained by the Office of Foreign Assets Control of the US Department of the Treasury, the Bureau of Industry and Security of the US Department of Commerce. The requirements of this Act are particularly relevant to the design and manufacture of STAP Elements.

14.6. Compliance with Standard City Requirements

Respondents will be required to comply with the following provisions:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Worker Retention Ordinances
- Insurance Requirements
- Child Support Obligations
- Business Tax Registration Certificate
- Equal Benefits and First Source Hiring Ordinances
- Slavery Disclosure Ordinance
- Municipal Lobbying Ordinance
- Non-Collusion Affidavit
- City of Los Angeles Contract History
- Los Angeles Residence Information
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- City Contractor's Use of Criminal History for Consideration of Employment Applications
- Iran Contracting Act of 2010
- Business Inclusion Program and Local Business Preference Ordinances
- Contractor Responsibility Ordinance
- Disclosure of Border Wall Contracting Ordinance

The Contractor will keep fully informed and comply with these and other applicable federal, state, county and city laws, rules and regulations that may in any manner impact the performance of the Contractor's duties under the Agreement that results from this RFP.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

14.7. City of Los Angeles Privacy Policy

The Contractor will comply with the City of Los Angeles Privacy Policy and Digital Code of Ethics in regard to the collection and use of personally identifiable information. Data collected under STAP is the sole property of the City of Los Angeles and will be used exclusively for the delivery and/or improvement of City services.

14.8. California Consumer Privacy Act

The California Consumer Privacy Act (CCPA) provides the public with greater control over the personal information that businesses collect from consumers. The Contractor will comply with the CCPA including having a process for receiving and responding to public requests about data that may be collected under STAP.

14.9. The City of Los Angeles' Advertising Policy

The City's Advertising Policy is intended to control the content of advertising placed on City-owned rights of way, structures, facilities and rolling stock to ensure that subject matter is aligned with the standards of the community. The City's **draft Advertising Policy** is attached as **Appendix B**.

15. CONTRACTOR PERFORMANCE EVALUATION

The City of Los Angeles will evaluate the performance of the Contractor on a regular basis to ensure compliance with the conditions of the agreement that results from this RFP. The Contractor will fulfill all of its obligations including satisfactory performance of all the services detailed in this RFP required to successfully manage the STAP.

By establishing performance criteria, the City seeks to create a strong working relationship with the Contractor by clearly identifying the performance criteria and by establishing protocols for City oversight and steps to cure unsatisfactory performance. The City believes that what gets measured through the performance evaluation process will be prioritized by the Contractor leading to a successful STAP.

15.1. Performance Criteria

Providing Shelter, Shade Safety and Comfort: As measured by maintaining a full inventory of shelters, kiosks and other devices as defined by the City, by working creatively to add shade in a wide range of high-heat locations in the public right of way, and the conversion of the highest performing inventory to digital.

Support the Expanding Use of Transit, Active Transportation and Shared Mobility: Through the provision of real-time information and the positioning of STAP Elements at locations to enhance the experience for the users of these services.

Foster Economic Activity: By deploying interactive, wayfinding kiosks into neighborhoods and by enabling neighborhood merchants the ability to conveniently buy advertising space on STAP.

Achieve Efficient and High-Quality Design and Sustainability: By incorporating thoughtful design that responds to user needs, creates efficiencies, and provides multiple benefits for all those who share the sidewalk, as well as marking Los Angeles as a City that is prioritizing the design of its public rights of way. To make STAP as sustainable as possible through the use of materials that conserve natural resources, reduce carbon footprint while optimizing the use of renewable energy resources and actively managing power draw.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

Equitable Distribution of Program Elements: By allocating STAP Elements throughout the city in compliance with the City’s distribution and siting criteria that supports equitable outcomes in underserved communities through access to Program Elements and complying with the provisions of all required standards and guidelines that promote access to Program Elements.

Conversion to Digital: To convert the highest performing existing inventory to digital to maximize STAP revenues by allowing the program to take advantage of location, time of day and audience-based advertising strategies, and, to deliver real-time information to transit users and the public.

Adaptive Use of Smart Technology: To deploy smart technologies in STAP that improve the user experience for those choosing to travel by shared or active methods and to support the City’s build out of a comprehensive digital infrastructure.

To Maximize Revenues, Occupancy to Consistently Raise the Value of STAP: As measured by annual increases in advertising revenue, maintaining occupancy of advertising at 80% or above, annual reviewing the rates at which STAP advertising space is sold to ensure that those rates are competitive with those of other forms of media sold in the Los Angeles Market for the purpose of continually raising the value of STAP to advertisers and the taxpayers of the City of Los Angeles.

Collaboration with the City: The City considers the Contractor to be a trusted business partner. To that end, the City and the Contractor will be responsive to each other needs and collaborate to resolve program issues.

15.2. City Oversight

The City will always have the right to inspect and oversee the business of the Contractor including access to all documents, records, data and other information related to or affecting the Contractor’s obligations under the Agreement. The Contractor retains the right to assert that confidential or proprietary information contained in these documents should not be disclosed by the City to Third Parties. The City’s oversight will include the inspection, installation, maintenance, removal and restoration of the STAP inventory and City rights of way.

15.3. Contractor Compliance

In addition to the required compliance with federal, state and local laws and requirements, the Contractor will keep fully informed and will comply with any changes to these applicable laws and requirements. Contractor adherence to the advertising guidelines, annual physical and financial audits, permitting requirements, site selection, reporting program performance thoroughly and on schedule, maintaining/upgrading the program inventory and complying with other City requests are significant measures of Contractor compliance.

15.4. Discrepancies

If any discrepancies or inconsistencies arise from changes to laws, ordinances or regulations that impact STAP and the agreement; the City or the Contractor will make the other party aware of the difference. The parties will address such discrepancies by amending the agreement that results from this RFP.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

15.5. Unsatisfactory Performance

The City will solely determine whether the Contractor's performance is satisfactory or unsatisfactory based upon the achievement of the STAP Performance Criteria. During the course of its oversight of the Contractor's activities, the City may identify unsatisfactory performance in writing to the Contractor via email or letter. The Contractor will be required to take all action necessary to comply with the City's unsatisfactory performance notice and suggested corrective steps within a reasonable amount of time, with an initial response within not less than 24 hours and an effective cure or remediation plan in not less than seven days maximum, except for actions to repair or replace damaged STAP Elements or the replacement of project personnel which will be done immediately upon notification. Should the Contractor not take the City's suggested actions within the allotted time, the City has the right to complete the corrective actions itself or to hire a Third-Party to perform those actions with the cost of those actions being charged to the Contractor.

15.6. Damage to City Property

Damages may include all losses, liabilities, expenses including the cost of staff or Third Parties and attorney's fees. The Contractor at its sole cost and expense, will restore or replace all City of Los Angeles property including, but not limited to, any road surface, curbing, drainage, vegetation, plantings, trees, shrubs or structures, disturbed, destroyed or damaged by Contractor's activities or construction of STAP Elements on City rights of way to their original condition, reasonable wear and tear excepted, within the reasonable number of days specified in the City's notice. If all remedial work is not undertaken and completed within ninety (90) days from the date specified, the City may, on ten (10) days written notice to the Contractor, undertake and complete the remedial work with its own employees and/or independent contractors, with the Contractor paying the actual costs incurred by the City. This will not apply to any trees, shrubs and plantings of any kind that were intentionally removed in order to create or preserve access to the structure and clear visibility of its advertising content.

15.7. Contract Termination

The City may terminate this contract if the Contractor receives more than five unsatisfactory performance notices within one calendar year. The City may terminate the contract that results from this RFP if the Contractor fails to achieve any or all of the performance criteria or if the City takes or is forced to take action that would impede the ability of the Contractor to carry out its obligations under the resulting agreement.

16. END OF CONTRACT CONDITIONS

The City will establish these conditions to realize a seamless transfer of responsibilities at the expiration of the contract that results from this RFP. The Contractor will cooperate with the City to achieve an orderly and efficient transition to a new contract through the following activities.

16.1. Ownership of STAP Structures, Displays, Devices, Programs and Data

Ownership of all STAP structures, displays, devices, programs and data as well as the Content Management System to control the STAP network will become the absolute property of City upon installation. The value of any items purchased by the Contractor, dependent upon the final CAPEX shares, will be determined by their original value minus depreciation to determine their residual value. The City will pay the agreed upon depreciated value of those items purchased by the Contractor prior to the end of the Contract Term.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

At 180 days prior to the end of the Agreement that results from this RFP, the City and the Contractor will meet to begin the process of verifying the STAP inventory using the StreetsLA Asset Management System. The residual value of physical Program Elements that may have been purchased by Contractor will be determined after that meeting.

The City will transfer responsibility for the maintenance and operation of the STAP Elements to a new contract/Contractor upon commencement of a new contract. Should the City terminate the Contract that results from this RFP prior to its expiration, the City will assume responsibility for the entire STAP inventory including items purchased by the Contractor without compensation to the Contractor.

16.2. Transfer/Assignment of Advertising Contracts

At the expiration of the Contract Term resulting from this RFP or upon early contract termination for any reason, the Contractor will immediately transfer all existing advertising contracts to either the City or its designee. The Contractor will not enter into any contract with advertisers which extends for more than a six (6) month period beyond the end of the Contract Term without written permission of the City. No payments will be made to the Contractor for advertising contracts that the City must manage itself or assign to a designated representative from the time that the contract term expires or is terminated for default. Advertising contracts that require 'trade off' between contractors will be negotiated by those parties based upon the period of the buy and the time that each party manages the sale of advertising on the elements of STAP. In the case of disputes over the revenue, the City will make final judgment on the division of revenues.

16.3. Transfer of the Contract

No part of the Contractor's responsibilities under the Agreement resulting from this RFP can be assigned, subcontracted, pledged or otherwise transferred by the successful Respondent without the written consent of the City. The transfer of some or all of the Contractor's obligations can only be assumed by an entity that is acceptable to the City.

Should the Contractor make any such assignment, subcontract, pledge or other transfer without the written consent of the City, the Contract will be voidable at the election of the City. The City's consent to any such assignment, pledge or other transfer may require additional conditions as may be considered necessary to ensure the performance of the terms of the contract by the assignee. Unless otherwise agreed to in writing by the City, any transfer by the Contractor will not release the Contractor of its liability under the Agreement that results from this RFP.

16.4. Restoration of City Property/Property Damage

The Contractor at its sole cost and expense, will restore or replace any affected City rights of way or street site improvement including, but not limited to, any sidewalk surface, curbing, drainage, vegetation, plantings, trees, shrubs or structures, disturbed, destroyed or damaged by the Contractor's activities, reasonable wear and tear excepted, within the reasonable number of days specified by the City's written or verbal notification of the Contractor. If the remedial work is not undertaken and completed within the timeframe specified by the City, the City may, on ten (10) days written notice to Contractor, undertake and complete the remedial work with its own employees and/or independent contractors, and the Contractor will pay all actual costs or charges incurred by the City.

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

The Contractor will, at its own cost and expense, make good any damage done by it, its consultants, contractors, subcontractors, or suppliers, in the course of this agreement, to any of the City's real and/or tangible, personal property through, or by reason of the performance of any agreement that may result from this RFP. The Contractor's liability is absolute and will not be dependent upon any agents, employees, consultants, contractors, subcontractors or suppliers; any lack of direction and/or notification by the City to the Contractor to perform any particular precaution or to refrain from any particular conduct will not excuse the Contractor except for damage resulting solely from the City's negligence.

17. PROPOSAL REQUIREMENTS

The City requires that Respondents provide their proposal according to these requirements to allow for the expeditious and objective evaluation of all submissions. The proposal should present a thorough understanding of the City's vision for STAP and how the Respondent intends to achieve the goals of the Program. Proposals that do not fulfill the requirements of the RFP or do not comply with these instructions may be deemed non-responsive.

17.1. Organization of the Proposal

The Respondent will submit a Technical Proposal that presents in narrative and graphic formats how it will perform the work required to achieve the City's goals for STAP. The Respondent will also submit a Price Proposal, separate and apart from the Technical Proposal, using the forms provided in the Price Proposal section of the RFP. Up to three (3) Respondents will be selected to participate in a follow-up Public Demonstration and Design Evaluation process where Respondents will be required to furnish full-scale working prototypes of one of their shelter designs with digital advertising panels

17.2. Submittals

Respondents are required to comply with the conditions stated in this Request for Proposals in order to be responsive. The Respondent must address all sections of the RFP with thorough explanations of how it will complete the tasks required to achieve the goals of the STAP.

Respondents must prepare responses that are complete and must fully complete, sign, and submit the forms contained herein. All forms must be current and, if requested, must be notarized. Respondents will not: (1) leave any section of a form blank; (2) mark any section of a form not applicable (N/A); (3) make reference to other documents; or (4) make any response conditional. The City reserves the right to request additional information for clarification purposes, either written or oral, from Respondents prior to award.

If a proposal does not meet all of the requirements listed in the RFP, the Respondent may be disqualified. Failure by the Respondent to examine all information pertaining to this solicitation or to complete its own discovery work, will be at the Respondent's risk. Information provided by the City regarding the inventory of the current program and the program's past revenues is historical and factual. Past performance of the program is not a guarantee nor a predictor of future program performance.

17.3. Questions and Clarifications

Any questions about, request for clarification to, or requests for relief from, the requirements of this RFP must be submitted by email and received by the City prior to 5:00pm Pacific Standard Time on Friday, December 11, 2020.

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

Questions and clarification should be sent to: Lance Oishi, Contract Administrator, Bureau of Street Services via email at: lance.oishi@lacity.org. Include STAP RFP Question in the subject line of the email.

All questions and clarifications will be posted on the LABAVN website by Friday, December 18, 2020 at close of business. Should the City make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Respondents in the form of written Addenda. No officer, agent, or employee of the City is authorized to amend any provision contained in this RFP, including the specifications, unless such amendment is issued as an Addendum and posted on the LABAVN website.

Interested vendors should not contact any other Bureau of Street Services employee, its consultants or any Board of Public Works member concerning the subject matter of the Request for Proposal or related matters. Any Respondents contacting any such person will be disqualified.

17.4. Technical Proposal

The Technical Proposal affords the Respondent the opportunity to demonstrate the company's qualifications, competence and capacity to develop and manage the STAP and to meet the requirements of the RFP.

The Technical Proposal will be limited to 125 pages in length. The City recommends the submission of succinct corporate qualifications documents and suggests the Respondent's capabilities should be portrayed through case studies of the Respondent's experience with projects and programs similar to the STAP.

The Technical Proposal will be organized as follows:

1) Company/Organization Information

- Core corporate competency and primary industry focus
- Organization structure (e.g. Corporation, REIT, LLC)
- Geographical presence (International, National, Regional, Local)
- Financial capability: Provide audited financial statements for the past three years.

If the proposal is a joint venture, all firms must present all information listed above. Sub-contractors with Small Business Certification or who have 50 employees or less do not have to submit audited financial statements.

2) Qualifications/Case Studies/References

- Provide experience in the development and management of projects similar in scope and size to the STAP within the past five (5) years. Provide Case Studies that include the following information:
 - Project Name/Client
 - Project Description
 - Timeline
 - Roles and Responsibilities
 - Project Outcomes: achievement of goals, revenue, enhancement of services, approach to design
 - References: Name, Title, email and telephone

Joint ventures must indicate if a project was joint or individual to a partner.

3) Understanding of STAP

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

- Provide a narrative of your organization's understanding of STAP stating your assumptions and comments.
- Indicate what your organization considers to be the most critical factors for the success of STAP

4) STAP Design Concepts

Respondents must provide six design concepts for STAP Elements that focus on the priorities of providing shelter, shade, safety, and comfort; reflect the cultural diversity of the City; and respond to the goals and principles discussed in Section 6.4 Program Elements. All concept designs must include Shelters and may include other elements, required or proposed. Concept designs must comply with all standards and guidelines identified throughout this RFP. Respondents are to include the following to inform the City of their design concepts:

- a) A written statement explaining the overall design approach, strategies, and concepts employed to fulfill STAP goals and priorities of providing shelter, shade, safety, comfort, and flexibility to reflect the cultural diversity of the City as well as strategies to address and facilitate the installation of STAP Elements within varying physical site conditions encountered at bus stops and related sidewalk environments.
- b) A brief narrative of overall STAP element design details and features including descriptions and explanations of proposed materials used in the fabrication of STAP Elements, colors, textures and strategies to enhance aesthetics and ensure long-term sustainability within street environments
- c) For each design concept, to scale drawings, photos, or graphics depicting STAP element plan views, front, rear, and side elevations that include overall length, height, and width (depth) dimensions and any other relevant dimensions
- d) For each design concept, full color photos, rendered drawings, or graphics depicting STAP element details and features with notations and/or callouts denoting details and features
- e) For each design concept, a minimum of at least one full colored, rendered photo, rendered drawing, or rendered graphic depicting a three-dimensional, proportional view or perspective of the STAP element installed within a typical sidewalk environment showing how the STAP element relates to other street site improvements and buildings or properties behind the sidewalk area. Additional three-dimensional renderings or perspectives reflecting differing sidewalk conditions are appreciated and welcomed

Design concepts should consider the needs of the program transition, as well as their manufacturing and maintenance costs.

5) Program Transition Plan

Respondents must include a plan for the transition from the CSFP to the STAP that describes how they will achieve and perform the work in Scope of Services Sections 8.1 Transition from the Existing Program and 8.2 STAP Shelter Revitalization Program.

6) Business Plan

Respondents must include an Organizational Chart that identifies the individuals assigned to the Project Team for the STAP, their responsibilities and whether they will be assigned to the STAP full or part time. This Chart must indicate Lead Architect(s) or Designer(s). The

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

Business Plan must also identify a Project Manager who will be the primary contact for the City. Resumes of all persons listed in the organizational chart must be included in the proposal. At any time, the City may request removal of any member of the Project Team.

Provide a Business Plan that details how the day-to-day operations of the STAP will be managed and how the required sales, maintenance, billing, reporting and coordination activities detailed in this RFP will be accomplished. The plan should discuss how Content Management Systems will be deployed for the scheduling of real-time information and advertising content, and how all advertising content will adhere to the City's Advertising Policy. Provide detail on how posting, maintenance and operational activities will be accomplished without interfering with public activities in the City's rights of way. Describe any safety-training programs that would be required.

Propose a regular cleaning schedule for the STAP inventory in accordance with Section 10.1 of this RFP, Proposed STAP Maintenance Schedule. Provide a plan for reporting maintenance activities into the City's Asset Management Reporting System.

7) Sales Plan

Respondents must include in their proposals a Sales Plan that details their experience in selling out-of-home media as well as specific plans and expectations for national, regional and local sales. Describe opportunities and strategies to expand the categories of advertisers beyond those currently buying street furniture, include specific strategies that detail STAP's ability to deliver viewership to multiple populations. Describe opportunities and strategies for programmatic selling of STAP advertising space. Describe creative and innovative opportunities, such as experiential types of advertising. Respondents must detail how they can achieve the following:

- Maximizing sales to increase total gross revenue
- Maintaining occupancy rates at a minimum of 80% of the available advertising inventory
- Diversifying the categories of advertisers to include technology, entertainment, financial services, insurance, healthcare, education, wireless, consumer product, automotive, pharmaceuticals and online commerce industries
- Increasing sales to multicultural advertisers in recognition that Los Angeles is a minority majority city
- Selling the STAP space at rates which are comparable and competitive to those of other media in the Los Angeles DMA
- Developing methods to allow small, local merchants to buy STAP in their neighborhoods
- Demonstrating experiential advertising and other innovative forms of advertising that would increase revenue and the value of the STAP

Respondents must identify who sales will be handled by, whether by its own staff or its subcontractors. The staff or subcontractors handling sales must be provided in an organizational chart.

Respondents must explain in their proposals how they would establish national, regional and local rates for the sale of STAP advertising space. Describe public service advertising rates and fees. Describe any premium charges or discounts that would be part of selling strategies. Respondents must provide their policies for Barter, Over-posting and Bonusing. Describe

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

how contracts are negotiated to develop and sustain long-term relationships with advertisers. Describe internal controls and procedures for verifying and validating actual billings against rate card rates. Respondents must include with their proposal a sample of an advertising contract and billing reports.

Respondents must provide their procedures for removing dated materials at the end of each advertising contract term. Provide detail on practices that consider the environment and sustainability, especially concerning the disposal of static advertisements and energy consumption by digital assets.

Respondents must provide their experience with data collection from digital assets in other programs and whether/how it has used/sold that data. Describe how data is collected in any digital or technological assets proposed, and how that data will be protected, at a minimum, in accordance with established laws.

Respondents must disclose all other out of home advertising inventory in the Los Angeles Market that it operates.

8) Proprietary Information

Respondents are allowed to identify proprietary information and specifically request that such information be used for evaluation purposes only. Respondents should include a statement that information on specific pages of their proposal identified by an asterisk (*) contains trade secrets or information for which disclosure would result in substantial injury to the Respondent's competitive position.

The Respondent by identifying and requesting that such information be used only for the evaluation of the proposal, understands that the disclosure will be limited to the extent the City is able under the City of Los Angeles Public Records Act. If an agreement is entered into with the Respondent, the City will have the right to use or disclose the information as provided in the agreement, unless otherwise obligated by law.

9) Statements and Certification Forms

| Form | Location |
|--|-----------------|
| Ownership of Other Advertising Assets Disclosure | Attachment 2 |
| MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Info Form | Attachment 3 |
| Child Support Declaration Statement | Attachment 4 |
| Equal Benefits/First Source Hiring Ordinances Compliance Forms (online submission) | Attachment 5 |
| Living Wage and Worker Retention Ordinance Exemption (if applicable) | Attachment 6 |
| Municipal Lobbying Certification Form 50 | Attachment 7 |
| Non-Collusion Affidavit | Attachment 8 |
| City of Los Angeles Contract History | Attachment 9 |
| Los Angeles Residence Information | Attachment 10 |
| ADA Compliance Certification | Attachment 11 |

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

| | |
|---|---------------|
| Campaign Contributions & Fundraising Restrictions Form 55 | Attachment 12 |
| Iran Contracting Act of 2010 Affidavit | Attachment 13 |
| RFP Checklist | Attachment 14 |

17.5. Business Inclusion and Local Business Preference Programs

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBE), Woman Business Enterprises (WBE)), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and all Other Business Enterprises (OBE) an equal opportunity to participate in the performance of City contracts. To maximize this participation, the City of Los Angeles implemented the Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and each consultant will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBE, WBE, SBE, EBE, DVBE, and OBE have an equal opportunity to compete for and participate in City contracts.

Respondents to this RFP are strongly encouraged to partner with MBE, WBE, SBE, EBE and Disabled Veteran Businesses to perform the duties required in this RFP. The use of Local Businesses in the performance of STAP tasks is also suggested. The anticipated participation levels for this project are 18% percent MBE, 4% percent WBE, 25% percent SBE, 8% percent EBE and 3% percent DVBE. Respondents must complete and submit with their proposals the Subcontractor Information Form located in **Attachment 3 City of Los Angeles Business Inclusion Program**.

Only firms certified with certifying agencies acceptable to the City of Los Angeles will be recognized and counted toward the pledged participation levels. **Attachment 3** includes a list of acceptable certifying agencies. Note that it is the City policy that a firm can be counted in all eligible certification categories, except a firm can only be counted as either MBE or WBE, but not both. For additional details on the BIP, visit <https://bca.lacity.org/BIS-Program-and-Local-Business-Preference>.

All proposers must perform a BIP Good Faith Outreach as described in the BIP to reach out to potential MBE, WBE, SBE, EBE, DVBE, and OBE subcontractors. Proposers will not be able to utilize the LABAVN’s BIP Good Faith Outreach notification function less than fifteen (15) calendar days prior to the RFP response submittal deadline. ***Failure to comply with the City’s BIP Good Faith Outreach requirements by the deadline will render the Proposal non-responsive.***

17.6. Due Date and Delivery Method

Ten hard copies of the Technical and Price Proposals will be submitted in two separate envelopes; one labeled as STAP Technical Proposal and another labeled as STAP Price Proposal. The Technical Proposal and the Price Proposal will also be submitted as individual files on a USB flash drive. Hard copies and the USB flash drive must be sent or delivered to:

Board of Public Works
200 North Spring Street, Room 355
Los Angeles, California 90015

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

Both are due on **Friday, February 19, 2021, no later than 5pm Pacific Standard Time**. Proposals can be mailed, delivered by express service, or hand delivered to the above address.

17.7. Late Submissions, Modifications and Withdrawals of Offers

Any offer received after the exact due date and time will not be considered.

Proposals cannot be modified after their receipt. Respondents may only withdraw their Proposals by written notice to the Board of Public Works prior to the selection of finalists for the Public Demonstration and Design Evaluation period of the RFP process.

17.8. Rejection of Proposals

The City reserves the right to reject any and all proposals, in whole or in part, if such action is determined to be in the best interests of the City.

17.9. Cancellation of Solicitation

The City reserves the right to cancel this solicitation at any time prior to execution of an agreement by all parties and without any liability.

17.10. Cost of Proposal Preparation

The City will not reimburse Respondents for the cost of preparing their proposals even in the case of the cancellation of the solicitation or the rejection of all proposals.

18. PRICE PROPOSAL

The STAP takes a different approach to the traditional methods by which out of home advertising programs are developed and managed. The goals of the program are community-enhancing but also recognize the importance of generating revenue from the sales of advertising space to realize STAP's goals. The City's commitment to participate in the capital funding of STAP at a negotiated rate creates a partnership focused on achievement of STAP goals while maximizing revenue return to both parties.

The City believes that this change in strategy comes at an opportune time as the out of home advertising industry is recovering from a significant loss of revenue as a result of the pandemic. That same pandemic has created greater value for some of the concepts that are the foundation of STAP such as shelter, shade, safety and comfort that can be achieved while accommodating social distancing. Digital displays and kiosks will also play an increasingly important role in delivering real-time information to the public as widely demonstrated during the pandemic.

Respondents **must include in their Price Proposals**, but are not limited to, the following potential STAP Elements:

- Transit Shelters (minimum of 3,000)
- Litter/Recycling receptacles
- Digital Displays
- Interactive information kiosks
- Vending Kiosks
- Urban panels
- eLockers (click and collect lockers)

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

The Respondent should focus its Price Proposal on the inventory and programs it proposes in its response to this RFP. Price Proposals must be submitted using **Attachment 1 Price Proposal Forms**.

18.1. Impact of the Contract Term on the Price Proposal

The City proposes an initial contract term of ten-years with two five-year options. The option years will be rewarded based upon the Contractor's achievement of the program performance goals referenced earlier in this proposal. The initial ten-year term is in consideration of the capital commitment that the Contractor may make to the program but also the understanding that unlike any other program in the United States, Los Angeles is willing to share in the risk by making a capital commitment to STAP. With the capital participation of the City, the Contractor's risk is minimized so its return on investment in the project will be much shorter hence the 10-year contract term.

Respondents should consider the term of the agreement in the development of their Price Proposals. Price proposals should focus on the initial ten-year term with consideration for the types and numbers of Program Elements; the impact of digital out of home technology and activities such as experiential advertising that may increase revenue and program utility. The aggressive build out with its replacement of the existing inventory is in recognition of those major events, such as the 2028 Olympics and Paralympics, that will take place in Los Angeles during that initial term.

18.2. One-Time Payment; Optional Minimum Annual Guarantee

It is the preference of the City to operate STAP on a revenue share model with the successful Respondent allowing the parties to divide risk as well as share equitably in STAP's revenues. The City will impose a one-time payment of \$6,000,000 in order to maintain much needed revenue during the transition from the current to the new program. With this payment, the City recognizes the commitment of the successful Respondent to STAP. No minimum annual guarantee is required in Proposals.

Adding digital technology and replacing the aging CSFP inventory will require a significant capital investment. The City is confident that this investment will be critical in achieving STAP's goals and maximizing revenues. To that end, the City is willing to make a capital commitment while eliminating the minimum annual guarantee.

The Respondent can still propose a minimum annual guarantee payment as part of its pricing model; however, that proposed payment should be balanced with the City's and the Respondent's proposed capital investment and an equivalent share of gross program revenues.

18.3. Revenue Share

The Respondent's proposed revenue share should be reflective of the City's and the Respondent's capital investment. Should the City provide all the program capital investment then its revenue share should recognize that investment with a preferential revenue share for the City. The City does not prefer a finance/lease creditor role for the partner as the STAP goals do not accommodate that role. Revenue share payments will be annually reviewed in the physical and financial audits.

Respondents will develop Revenue Share scenarios based on each level of CAPEX participation they propose (i.e. 100%, 50% or 0% CAPEX provided by Respondent).

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

18.4. Revenue Assumptions

The Respondent will develop revenue assumptions based upon the types and numbers of STAP Elements it proposes. Those revenue estimates should be tiered to the Respondent's suggested replacement of the existing inventory, the addition of new STAP Elements with digital advertising displays as well as new programs such as experiential marketing that would generate supplemental revenue. The assumptions should include the Respondent's expectations for occupancy as well as the anticipated frequency with which rates would increase in relation to other comparable media in the Los Angeles Market.

18.5. Cost of Maintenance

The Respondent must develop maintenance cost estimates for all of the STAP inventory as well as the relocated inventory of transit shelters.

18.6. Price Proposal Forms

Respondents must complete the attached **Price Proposal Forms Labeled Attachment 1**.

Capital Budget: The Respondent will furnish the City with its proposed Program Elements, the quantity of those elements and the unit cost of each element. The Respondent's capital budget should include estimated costs for shelter or PAK removal and the preparation of the shelter pad.

Revenue Assumptions: As described previously for the initial ten-year term of the agreement.

CAPEX Scenarios: The Respondent will use the forms for scenarios in which the City provides 50 and 100 percent of the capital budget as proposed by the Respondent. The Respondent can also propose alternative scenarios with no City capital commitment. The Respondent may propose recovering its CAPEX investment from first or new gross revenues however such a proposal should designate a timetable for the recapture of that expense and its impact on revenue share.

The Price Proposal forms will be included in a separate envelope and will be the sole worksheets the Respondent must use to submit its Price Proposal.

19. Design Evaluation and Public Demonstration

The design of Program Elements is as important to STAP's success as is the affordability of manufacturing and maintaining the shelters, kiosks and other devices that comprise the Program. To determine these values, the City will select three finalists that score the highest on the Technical and Price Proposal evaluations to test shelter designs in public space in Downtown Los Angeles. All costs to design, manufacture, install, maintain, and remove the working prototypes shall be borne by finalists.

The finalists will design, manufacture and install a full-scale working prototype of their shelter concepts to allow for public, policymaker and staff evaluation of the design, materials, workmanship and overall viability of the shelters for use in Los Angeles. The City will select one shelter design from each of the finalists for the demonstration. The shelter prototypes will be revenue-ready meaning they will include digital displays so that the construction and display quality can be evaluated along with the other criteria previously mentioned. The digital displays must sample transit, wayfinding, public and emergency messaging, and advertisements as they would in real-world settings.

The City will arrange for power to be furnished to enable the electrical components of the prototypes to operate. That power may be supplied via a hard-wired connection or a portable

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

source such as a generator. The prototypes shall be secured to a base plate adequate to serve as a temporary foundation/surface to secure the prototypes and enable them to be displayed in a safe fashion. Working prototypes should be transportable so they can be moved from location to location.

The prototypes will be evaluated for a two-week period from April 26 to May 7, 2021 under all real-world conditions. At the end of the evaluation period, working prototypes shall be returned to Respondents.

20. PROPOSAL EVALUATION AND AWARD

20.1. Basis of Award

The City anticipates that it will award a sole contract for the management of STAP. However, the City reserves the right to assign responsibility for tasks in STAP to more than one Respondent if that is advantageous to the City. Award of the resulting Contract will be based on the response to this RFP, interviews of Respondents, design demonstrations by three finalists identified by the City, and the successful negotiation of an agreement between the successful Respondent and the City.

The City will evaluate all proposals submitted in response to this RFP to determine which is the most responsive to the requirements; which understands and embraces the City's goals for STAP; which possesses the qualifications and experience necessary to achieve the program goals; which has the financial capability to support the build out of STAP; and which capital participation and revenue share offer is most advantageous to the City.

STAP is a unique program unlike traditional street furniture programs. The ability of the respondent's proposal to articulate a vision for STAP that achieves the program's goals is crucial to earning a favorable evaluation. The City has chosen to use the Request for Proposals process to determine the respondents with the greatest combination of technical competence as well as a thorough understanding and appreciation of the vision of STAP. Sustaining the program by continually increasing the amount of revenue the program generates and rendering STAP to be an essential buy for advertisers is critical to STAP's success.

The evaluation will be an objective process that will first determine which proposals are responsive to the requirements of the RFP. Using the evaluation criteria, the Evaluation Committee, comprised of City employees and may include representatives of other public agencies or community advocacy groups, will determine which Technical and Price Proposals are most advantageous to the City. From those responses, the City intends to identify Respondents who will make oral presentations to the City. The City will then select three finalists to test selected STAP element designs in the City's rights of way or other designated location prior to final contract award.

20.2. Evaluation Criteria

The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate and rank proposals received in response to this RFP.

Respondents will be evaluated on the following:

1. Qualifications of the Firm: Previous experience of at least five years in the development and management of similar projects in large urban environments; previous experience in the implementation of new forms of technology; experience in the development and management

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

of revenue generating programs for public clients; and financial capability. Project Team has the knowledge and experience to fulfill the required services. The Project Manager has a minimum of five-year's experience in managing large infrastructure or out of home programs.

2. Approach & Methodology: Understanding and commitment to the City's vision for the STAP; understanding and commitment to equity; the presentation of substantive Business and Sales Plans that present a sound approach to achieving STAP's goals and a motivated Project Team led by an experienced Project Manager with support from corporate/organizational expertise.

3. Program Build Out and Refresh/Relocation Plans: The respondent must develop a plan for the replacement of the best performing current program inventory with newly designed digital displays. This first wave of inventory replacement will be followed by the eventual replacement of all of the current program's inventory with harmonious designed Program Elements that build the brand equity of STAP. The respondent must also present a plan, aided by City recommendations and siting criteria, for the repurposing and relocation of that current inventory to areas which currently have no forms of shelter for transit patrons and pedestrians.

4. Design: The Respondent must demonstrate that it is committed to thoughtful yet functional design of STAP Elements that responds to user needs, results in effective Program Elements, strengthens streetscape aesthetics throughout the City, complements other design elements of the City's rights of way, and results in a strong STAP brand image. Part of the assessment of the Respondent's commitment to design will be the evaluation of the conceptual designs offered to the City.

5. Sustainability: The respondent must demonstrate its commitment to sustainability through design, the use of materials that conserve natural resources, actions to reduce the carbon footprint of STAP, strategies to optimize the use of renewable energy resources when possible, and the provision of shade through the program elements. The respondent's proposal should address how STAP can be managed to the challenges of environmental factors such as sunlight, heat, precipitation and wind stress. Proposals should consider approaches that strengthen the City's resiliency to adapt to climate change. These responsibilities should be confirmed by consideration of manufacturing, maintenance and replacement costs.

6. Innovative Approaches-All proposals that combine creativity and innovation will be welcomed. Innovation that would engage transit riders, pedestrians as well as advertisers is what the City is seeking. Digital advertising, the collection and use of data conducted with respect for public privacy, interactive technologies and experiential marketing will further the ability of STAP to achieve its goals. An example of the types of innovation that the City seeks is the development and deployment of shade structures or devices which have not been elements in similar street furniture program in the world.

Price Proposals will be evaluated following the review of the Technical Proposals. The respondent's Price Proposal will be evaluated based upon the capital strategy proposed by the respondent; the practicality of the respondent's revenue estimates as reflected by the proposed inventory of STAP Elements and the ability of those elements to maximize revenue return while achieving the other program goals.

Each Respondent's Price Proposal will be evaluated for reasonableness, realism, and completeness. Unrealistic revenue share projections/estimates may be determined to be

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

grounds for disqualifying and disregarding the proposal. Cost information or clarifications regarding costs and costing assumptions for capital and other operating costs may be requested. As noted above, respondents must submit the provided Pricing Proposal Form in a separate, sealed envelope from the Technical Proposal.

20.3. Technical Proposal Scoring

The Technical Proposals will be scored using the evaluation criteria described in the previous section. The weighting of the evaluation criteria will be as follows:

| | |
|-------------------------------------|-----------|
| Qualifications | 25 Points |
| Approach and Methodology | 25 Points |
| Program Build Out and Refresh Plans | 15 Points |
| Design | 15 Points |
| Sustainability | 10 Points |
| Innovative Approaches | 10 Points |

20.4. Best and Final Offer

It is the City's sole discretion to require best and final offers (BAFO) from the three finalists chosen for STAP. Should the City require a BAFO, the three finalists will be advised of the date and time by which the BAFO must be submitted. The length of time allowed for the preparation of the BAFO will be determined by the City. The City will conduct a final meeting of the Evaluation Committee to review the final offers and to determine a contract award.

20.5. Contract Award

Following final action by the Evaluation Committee, the Contracting Officer will determine that an award can be made in compliance with the RFP to initiate contract negotiations. The Contracting Officer will prepare a request for authorization to negotiate a contract with the successful proposer to the Board of Public Works. Contract negotiations will proceed following the Board of Public Works' authorization. Following the successful completion of contract negotiations, the negotiated contract will be forwarded to the City Council for its review, discussion and acceptance. Upon acceptance of the negotiated contract by the City Council, the Contracting Officer will prepare a subsequent report recommending that the Board of Public Works execute the completed contract with the successful proposer. The resulting agreement will be between the Board of Public Works and the successful Respondent.

20.6. Protest of Award

Protests or appeals of award of this procurement should be addressed to:

Executive Officer of the Board of Public Works
Room 361-Q City Hall
200 North Spring Street
Los Angeles, California 90012

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

21. GENERAL TERMS AND CONDITIONS

21.1. Term of the Contract

The initial term of the contract that results from this RFP will be ten (10) years from the effective date of the agreement. That contract must receive the approval of the Board of Public Works, the Los Angeles City Council and the Office of the Mayor prior to execution.

The City may grant two (2), five (five) year extensions based upon the Contractor's achievement of the performance criteria and the goals of the STAP. The City reserves the sole right to renew the resulting contract for the five-year periods which will begin at the end of the expiration date of the contract that results from this RFP. Granting of the second five-year option is not guaranteed by the granting of the first five-year option. The sole basis for granting the second five-year option is the achievement of the performance criteria and STAP goals.

21.2. Payment Terms

The successful respondent will pay the City a one-time payment of \$6million in the first quarter of 2022 on or before March 31, 2022. Following that initial payment, the Contractor will pay the City the negotiated revenue share payment of gross revenues quarterly.

The basis of the quarterly payment will be revenue received for the previous three-month period sales of the STAP inventory. Revenue will be calculated based upon gross revenue minus commissions, paid only to recognized advertising and media placement agencies, that are limited to no more than 17% of the total value of the advertising buy.

Payment will be made to the City by electronic funds transfer no later than the tenth day of the succeeding month at the end of each quarter (April, July, October, January) agreed upon by the City and the Contractor. Late payments made after that date will incur a late payment charge of 5% of the amount due per day.

Copies of all advertising contracts will be furnished to the City quarterly for its review to validate the amounts made; to verify the amount of commissions paid and to memorialize discounts, bonuses or over-posting provided to advertisers. All reports will be made available to the City online through electronic formats.

The Contractor will make every effort to collect all amounts due for the sales of the STAP inventory. Bad debts will be kept to no more than 2% of total gross revenues billed in one year. Amounts over that percentage will be the responsibility of the Contractor and due to the City.

21.3. Performance Bond

The successful respondent will be required to post a Performance/Surety Bond with the City's Finance Department in the amount of at least \$20,000,000 or as otherwise determined and established by the City's Risk Manager. This bond is intended to ensure the faithful performance of the Contractor; the installation of STAP Elements to the City's timeline, the replacement of the existing program inventory and the refresh and relocation of transit shelters to areas with transit ridership that have no amenities.

The sum of the performance bond will be reduced by the Contractor's installation of a sufficient number of high performing Program Elements, the replacement of all of the existing Program Elements at an accelerated schedule and achievement of the performance

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

measures. At the time of the annual review of the Contractor's performance, the City will solely determine any reduction of the performance bond requirement.

21.4. Liability/Indemnity Insurance

The successful respondent will be liable for, and will indemnify, defend and hold the City, its officers, agents and employees harmless from any and all claims of damages to persons or property by reason of the installation, operation or maintenance of all STAP Elements. The Contractor will be required to procure and maintain, at its sole cost and expense the following types of insurance from an insurance company acceptable to the City.

Liability

The Contractor must secure a minimum of Commercial General Liability Insurance in the amount of \$2 million or an amount as determined by the City's Risk Manager, in the Franchisee's name, and naming the City, its officers, agents and employees as an additional insured hereunder, and endorsed to cover the liability assumed by the Franchisee.

Workers' Compensation

The Contractor must obtain Workers' Compensation insurance in accordance with applicable law.

Employer's Liability Insurance

Employer's Liability Insurance is accordance with applicable law.

Automobile Liability

Automobile liability insurance in the amount determined by the City Risk Manager and naming the City, its officers, agents, and employees as additional insureds.

21.5. Business Inclusion and Local Business Preference Programs

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBE), Woman Business Enterprises (WBE)), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and all Other Business Enterprises (OBE) an equal opportunity to participate in the performance of City contracts. To maximize this participation, the City of Los Angeles implemented the Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and each consultant shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBE, WBE, SBE, EBE, DVBE, and OBE have an equal opportunity to compete for and participate in City contracts.

21.6. Determination of Respondent Responsibility Policy

The contract will only be awarded to a responsive, responsible Respondent. All businesses or individuals seeking contracts with the Department of Public Works are required to demonstrate that they possess the experience, financial capability and understanding of the City's vision for STAP to perform the work set forth in this RFP.

21.7. Nondiscrimination, Equal Employment, Affirmative Action Plan

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

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

Non-construction services to or for the City for which the consideration is \$1,000 or more, shall comply with the provisions of the Los Angeles Administrative Code 10.8.3, Equal Employment Practices Provisions. Non-construction services to or for the City for which the consideration is \$100,000 or more, shall comply with the provisions of the Los Angeles Administrative Code Section 10.8.4, Affirmative Action Program Provisions.

Respondents shall refer to **Appendix C Nondiscrimination, Equal Employment Practices and Affirmative Action Program** for further information regarding the requirements.

21.8. Child Support Policy

It is the policy of the City to encourage businesses to adopt child support policies and practices. Consistent with this policy, the Respondent shall complete and submit **Attachment 4 Child Support Declaration Statement with their proposal.**

21.9. Service Contract Worker Retention

The resultant contract is subject to the Service Contract Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code. The Ordinance requires that unless specific exemption apply, all employers under contracts primarily for the furnishing of services to or for the City and that involve and expenditure or receipt in excess of \$25,000 and a contract term of at least three months or certain recipients of City financial assistance, generally shall provide the following:

Retention by a successor contractor for a 90-day transition period, the employees who have been employed for the preceding 12 months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO.

21.10. Equal Benefits and First Source Hiring Ordinances

Respondents are advised that any contract awarded pursuant to this RFP shall be subject to the applicable provisions of the **Los Angeles Administrative Code Sections 10.8.2.1, Equal Benefits Ordinance (EBO) and Sections 10.44 et seq., First Source Hiring Ordinance (FSHO), Attachment 5. All Respondents shall complete and submit the corresponding Affidavits. Instructions for submitting EBO and FSHO forms is contained in Attachment 5.**

21.11. Slavery Disclosure Ordinance

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

21.12. City Business Tax Registration Certificate

The successful Respondent shall obtain, prior to the award of the contract, and keep current, a Business Tax Registration Certificate Number (BTRC No.) and all such certificates required of it and shall not allow any such certificates(s) to be revoked or suspended while any contract is in effect. Contact the City of Los Angeles, Office of Finance, or access their web site to obtain a form.

21.13. Governing Law

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

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

21.14. California Sales Tax

The Respondent should NOT include California States Sales Tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.

21.15. California State Board of Equalization Permit

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

21.16. Federal Excise Tax

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

21.17. County Possessory Interest Tax

The City will not be responsible for any possessory interest taxes levied by the County of Los Angeles. The Contractor will pay any and all such taxes. In the case of STAP, the resulting level of capital commitment to the program by the City and the successful respondent, may mitigate the payment of this tax however an opinion has not been rendered on that matter at the time of the release of this RFP.

21.18. Quality Standards (Cost of Testing)

If desired by the City, material(s) and/or service(s) in this proposal shall be subject to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s)/service(s) submitted for proposal conform to the specification. Unless otherwise stated in the RFP, the cost of testing, dissection or analysis shall be borne by the Contractor.

21.19. New and Unused

The City requires the replacement of all the current inventory of street furniture; therefore, the successful respondent must ensure that all STAP Elements are new. New does not preclude the use of recycled materials in the manufacture of the new STAP Elements.

The Shelter Revitalization Program that will be supported by STAP will repurpose existing shelters to locations that have significant transit ridership but no shelter or shade. This Program can include used/recycled materials to make these shelters ready for street use.

21.20. Recycled Content

STAP is committed to the goals set forth in Mayor Garcetti's Green New Deal that promotes sustainability and the purchase and use of products and contracting for material and services with suppliers complying with specified post-consumer waste and secondary materials. The use of recycled content in the new STAP Elements is strongly encouraged by the City.

21.21. Tropical Rainforest Hardwoods

It is the policy of the City that in order to not contribute to the destruction of the Earth's tropical rainforests, any tropical hardwood purchased by the City must be certified as having been harvested in a sustainable manner that is accredited by the Forest Stewardship Council or other similar internationally recognized or successor organization.

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

21.22. Liquidated Damages

The successful Respondent will be liable for liquidated damages should it fail to perform Maintenance according to the City's schedule using procedures and practices that are acceptable to the City. A schedule of those liquidated damages will be incorporated into the agreement that results from this RFP. The penalty or damage to be paid to the City will be dependent upon the severity of the breach of the City's requirements. For example, the failure to replace broken glass in a shelter with high daily use will be penalized higher than the failure to perform preventative maintenance

Repeated failure to perform such maintenance to the satisfaction of the City may be deemed a default in performance by the Contractor and become grounds for terminating the contract. The City has the right to regularly inspect and oversee the installation, repair and ongoing maintenance of all STAP Elements including having access to the Contractor's records to verify the frequency and quality of work. The Contractor will be required to report all maintenance activities into the StreetsLA Asset Management System as a requirement of the contract. Failure to report maintenance activity into the Asset Management System is also cause for the City to invoke liquidated damages.

21.23. Entire Agreement

The successful respondent's response to this RFP, the resulting agreement and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the City and the Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written, and is not intended to confer upon any person other than the Parties any rights or remedies hereunder.

21.24. Modifications

The contract that results from this RFP can only be modified by written agreement signed by persons authorized to sign agreements on behalf of the City and the Contractor.

21.25. Precedence of Documents

In the event of an inconsistency or conflict in any of the terms and conditions, requirements or provisions contained in the documents that comprise this Request for Proposal and any subsequent award, the inconsistency shall be resolved by giving precedence, in the following order, to these documents:

1. Executed Contracts including this Request for Proposal, Contractor Proposal response, and all required Certifications and Assurance Forms.
2. Executed Change Orders and Contract Modifications.
3. **RFP TBD Sidewalk and Transit Amenities Program**

Neither party to the resulting agreement from this RFP process shall take advantage of any apparent error or omission in the resulting Contract documents. In the event that a party discovers such an error or omission, the party shall notify the other party immediately. The City shall then make such corrections and interpretations as it determines necessary for fulfilling the intent of the Contract.

**TRANSMITTAL 3 PART 2
ATTACHMENTS**



DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET SERVICES

DISCLOSURE of OTHER OUT of HOME ADVERTISING ASSETS

Please provide all inventory of Other Out of Home Advertising Assets in the City of Los Angeles.

Organization name:

| Billboards | | Transit | | Other | |
|--------------------------------------|----------|------------------|----------|-------|----------|
| Type | Quantity | Type | Quantity | Type | Quantity |
| Digital | | Buses | | | |
| Bulletins | | Commuter Rail | | | |
| Posters | | Rail | | | |
| Jr. Posters | | Rail Stations | | | |
| Spectaculars | | Other | | | |
| Wall Murals | | | | | |
| Other | | | | | |
| | | | | | |
| | | | | | |
| Street Furniture on Private Property | | Place-Based OOH | | | |
| Type | Quantity | Type | Quantity | | |
| Benches | | Arenas/Stadiums | | | |
| Shelters | | Shopping Centers | | | |
| Kiosks | | Other | | | |
| Other | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)
FOR A REQUEST FOR PROPOSAL (RFP)**

Performance of a BIP outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subcontractors must be completed on the Business Assistance Virtual Network (BAVN), www.labavn.org.

All BIP outreach documentation must be submitted on the BAVN by 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline.

The Board of Public Works anticipated levels of

| | |
|---------------------|-------------|
| MBE Participation: | <u>18</u> % |
| WBE Participation: | <u>4</u> % |
| SBE Participation: | <u>25</u> % |
| EBE Participation: | <u>8</u> % |
| DVBE Participation: | <u>3</u> % |

NOTE: BIP outreach information and/or assistance may be obtained through the City's Bureau of Contract Administration, Office of Contract Compliance by e-mail at bca.biphelp@lacity.org.

**DEPARTMENT OF PUBLIC WORKS' POLICY
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)**

SUMMARY

This policy sets forth the Department of Public Works' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate an outreach on the BAVN to comply with the indicators will render the proposal non-responsive.

A. GENERAL

This policy statement explains how the City's BIP will be administered within the Department of Public Works for personal services contracts. The Department is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. The BIP is set forth in this policy Statement. Respondents to this department shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this Program may be obtained through the Office of Contract Compliance, Bureau of Contract Administration by e-mail at bca.biphelp@lacity.org.

B. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets one of the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$15 million.
3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues do not exceed \$5 million.
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:

- a. A business that is at least 51 percent owned by one or more disabled veterans; and
 - b. A business whose daily business operation must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
 6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
 7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
 8. Certification must be current **on the date the Board of Public Works awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
 - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Any certifying agency that is a part of the State of California Unified Certification Program (CUCP) as long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements; 4) Southern California Minority Supplier Development Council (SCMSDC) for MBE certifications; 5) Women's Business Enterprise Council West (WBEC)-West) for WBE certifications; or 6) California Public Utilities Commission's Supplier Clearinghouse (CPUC).

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

1. City of Los Angeles
 Bureau of Contract Administration, Office of Contract Compliance
 1149 S. Broadway, Suite 300, Los Angeles, CA 90015
 Telephone: (213) 847-2684
 E-mail address : bca.certifications@lacity.org
 Internet address: <https://bca.lacity.org/certifications-printable-forms>
2. California Department of Transportation, Office of Business and Economic Opportunity
 1823 14th Street, Sacramento, CA 95814
 Telephone: (916) 324-1700
 Internet address: www.dot.ca.gov/programs/business-and-economic-opportunity

3. Southern California Minority Supplier Development Council (for a fee)
800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960
Fax: (213) 689-1707
Internet address: www.scmsdc.org
4. Women's Business Enterprise Council – West (WBEC-West)
400 Corporate Pointe, Suite 300
Culver City, CA 90230
Telephone: (310) 461-4361
E-mail: office@wbec-west.org
Internet address: www.wbec-west.com
5. California Public Utilities Commission's Supplier Clearinghouse (CPUC)
10100 Pioneer Boulevard, Suite 103,
Santa Fe Springs, CA 90670
Telephone: (562) 325-8685
Fax: (562) 278-0153
Internet address: <http://www.thesupplierclearinghouse.com/>

- b. Certification as a Small or Emerging Business Enterprise: An SBE must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration as a Small, Local Business Enterprise; or 2) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services as long as the certification meets all of the City of Los Angeles' SBE and/or EBE certification criteria.

Note: The City of Los Angeles, Bureau of Contract Administration does not offer EBE certifications. However, if a company holds a City of Los Angeles certification as a Small, Local Business Enterprise, they can request an SBE and EBE designation on their BAVN company profile. The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.

Applications for certification and directories of SBE/EBE certified firms are available at the following locations:

1. City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684
E-mail: bca.certifications@lacity.org
Internet address: <https://bca.lacity.org/certification>
2. Office of Small Business & Disabled Veteran Business Enterprises (OSDS) Resources
707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
E-mail: OSDSHelp@dgs.ca.gov
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by either: 1) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services; or 2) Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, Center for Verification and Evaluations as Service-Disabled Veteran-Owned Small Business (SDVOSB) and be headquartered in California.

Applications for certification/verification and directories of DVBE and SDVOSB certified/verified firms are available at the following locations:

1. Office of Small Business & Disabled Veteran Business Enterprises Services (OSDS)
707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
E-mail: OSDSHelp@dgs.ca.gov
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
2. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization (OSDBU)
Internet address: <https://www.va.gov/osdbu/>
9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subcontractors. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subcontracting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term “Subcontract” denotes an agreement between the prime Proposer and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Proposer has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the Proposer for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and under its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the proposer.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or

commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.

15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE, and OBE.
- a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 8, **on the date the Board of Public Works awards a contract for the project** before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
 - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime Proposer will not be a consideration when determining a prime Proposer's BIP Outreach. The prime Proposer will be required to make a BIP Outreach to obtain certified MBEs, WBEs, SBEs, EBEs, and DVBE's through subcontracting or materials and supplies acquisition to reach anticipated participation levels.
 - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the levels of MBE, WBE, SBE, EBE, DVBE and/or OBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
 - d. MBE, WBE, SBE, EBE, DVBE and/or OBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
 - e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
 - f. A listed MBE, WBE, SBE, EBE, DVBE and/or OBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work. Additionally, a firm listed for participation credit must be performing work or a service which is considered a normal part of their business activity offered to the public.
 - g. MBE and/or/WBE credit shall not be given to a Joint Venture partner listed as a subcontractor by a Joint Venture respondent.
 - h. A SBE, EBE, DVBE prime Proposer shall receive pledged participation credit for the work performed by its own workforce.
 - i. A listed firm whose participation is credited initially as an OBE, but becomes certified or obtains additional certifications subsequent to the date of the contract award, will receive the appropriate participation credit for any work performed after becoming certified. Additionally, if the subcontractor has a status change in any of its certifications during the performance of work under the contract, the firm will not receive certification credit for work performed after the certification status change.

C. **BIP OUTREACH DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP respondents alike, the Mayor’s Office has developed a Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department’s achievement of its annual goals. A respondent’s BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City’s Business Assistance Virtual Network (BAVN). The BAVN can be accessed at www.labavn.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a respondent’s BIP Outreach will be determined by the Board of Public Works (Board) after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties encountered (i.e.: inability to log in, system log out, receiving an error message when you believe you have met the requirements, etc.) while utilizing the BAVN should be reported immediately using the following steps:

1. E-mail BAVN Support at ITA.BAVN@lacity.org.
2. E-mail the Bureau of Contract Administration, Business Inclusion Section at bca.biphelp@lacity.org.
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call 213-847-2605 and ask for a Business Inclusion Section Analyst to assist you or leave a voicemail message to document your difficulty.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent’s name will be evaluated. Therefore, submission by a third party will result in the respondent being deemed non-responsive. BIP Outreach may be completed by any Joint Venture member on behalf of the Joint Venture or under the name of the Joint Venture.

| | |
|---|--|
| 1 | LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION |
|---|--|

The proposer has performed a BIP Outreach in an attempt to obtain potential subcontractor participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth on Page 1 herein and to have the proposer meet the subcontracting expectations for the project.

Required Documentation: No documentation is required from the proposer.

| | |
|---|---------------------------------------|
| 2 | ATTENDED PRE-SUBMITTAL MEETING |
|---|---------------------------------------|

The respondent attended the pre-submittal meeting scheduled by the Project Manager to inform all respondents of the requirements for the project for which the contract will be awarded. This requirement may be waived if the respondent certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

Required Documentation: An employee of the respondent’s company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the respondent both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by City records. The waiver must also include the NAICS codes for the subcontractor the Prime met with at the matchmaking event, and those NAICS codes **MUST** be included in the opportunity the Prime is bidding on.

Note: If the RFP states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

| | |
|---|--|
| 3 | SUFFICIENT WORK IDENTIFIED FOR SUBCONTRACTORS |
|---|--|

The proposer has identified the minimum number, as determined by the Department, of specific areas of work that will be performed by subcontractors. This will ensure an opportunity for subcontractor participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

Required Documentation: Outreach via e-mail in the selected work areas. This outreach must be performed using the BAVN’s BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subcontractors who are currently registered on the BAVN. Failure of the proposer to outreach in all of the work areas selected by the City as potential subcontracting work areas may result in the RFP response being deemed non-responsive.

Note: City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

| | |
|---|--|
| 4 | WRITTEN NOTICES TO SUBCONTRACTORS |
|---|--|

All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the RFP responses are required to be submitted. In all instances, proposers must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each area of work to be performed.

Required Documentation: E-mail notification in each of the selected work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work area to be performed. The notification must be performed using the BAVN’s BIP Outreach system. The notification must be to potential subcontractors currently registered on the BAVN. If the proposer is aware of a potential subcontractor that is not currently registered on the BAVN, it is the proposer’s responsibility to encourage the potential subcontractor to become registered so that the proposer can include them as part of their BIP outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact

person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBE, WBE, SBE, EBE, DVBE and OBE firms for each work area chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subcontractors in each specific work area at the time the RFP was uploaded to the BAVN.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subcontractors that need to be notified for each work area.

| # of Subcontractors in NAICS Code | % Prime Must Notify | Number Prime Must Notify |
|-----------------------------------|---------------------|--------------------------|
| 1-10 | 100% | 1-10 |
| 11-20 | 80% | 9-16 |
| 21-50 | 60% | 13-30 |
| 51-100 | 40% | 21-40 |
| 101-200 | 25% | 26-50 |
| >200 | 10% | 20+ |

A proposer’s failure to utilize this notification function will result in their RFP response being deemed non-responsive.

Note: Proposers will not be able to utilize the BAVN’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the BAVN’s notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. By “double clicking” on a red box containing “0*” the proposer will be taken to a list of firm(s) that will allow them to meet this requirement, as long as the notification deadline has not passed. If a proposer is not finding firms of a certain type of certification status when performing their notification search under the six (6) digit NAICS code, the proposer will need to expand their search to the five (5) digit code (i.e.: If none are listed under 236210 – Industrial Building Construction, then search under 23621 – Industrial Building Construction.) Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subcontractor responses. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress. In case of technical error, please follow the process for reporting these errors as outlined in Section C.

| | |
|----------|---|
| 5 | PLANS, SPECIFICATIONS AND REQUIREMENTS |
|----------|---|

The proposer provided interested subcontractors with information about the availability of plans, specifications, and requirements for the selected subcontracting work.

Required Documentation: Include in Indicator 4, information detailing how, where and when the proposer will make the required information available to interested subcontractors. The notification must be performed using the BAVN’s BIP Outreach system.

Note: For purposes of RFPs, making a copy of the RFP available to potential subcontractors will meet this requirement. At the time a proposer utilizes the BAVN’s BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN’s

BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

| | |
|---|---------------------------------|
| 6 | NEGOTIATED IN GOOD FAITH |
|---|---------------------------------|

The proposer has responded to every unsolicited offer sent by a Registered Subcontractors using BAVN and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Board. The proposer must submit a list of all subcontractors for each area of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN.

Required Documentation:

- a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Information Form;
- b) An online Summary Sheet organized by work area, listing the following:
 - 1) The responses and/or bids received;
 - 2) The name of the subcontractor who submitted the bid/quote;
 - 3) The dollar amount of the bid/quote;
 - 4) A brief reason given for selection/non-selection as a subcontractor;
 - 5) The subcontractor selected for that work area.
- c) Copies of all MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted through the BAVN to the “BIP Supporting Documents” section of the Summary tab prior to the proposer being awarded the contract by the City;

The proposer will be given a choice of responses to indicate 1) No Response received; 2) Response received; but no subcontractors bid submitted; or 3) Submit Bid and include bid amount.

The proposer will be able to choose a preselected reason for selection/non-selection, but may also need to include further explanation in the Notes Section of the online Summary Sheet. If the proposer elects to perform a work area with its own forces and they received a sub-bid/response, they must include a bid/response that shows their own costs for the work. Also, if the proposer is not a Local Business Enterprise (LBE), but wants to participate in the Local Business Preference Program (LBPP) by utilizing Local Business Enterprise subcontractors as prescribed in the LBPP requirements of the RFP documents, a subcontractor’s LBE status can be considered a reason for selection over a non-LBE subcontractor. **All bids/responses received, regardless of whether or not the proposer outreached to the subcontractor, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the proposer to submit a bid/response from each subcontractor listed on the online Summary Sheet. **All potential subcontractors with whom the proposer has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the BAVN’s BIP Outreach system and must be submitted by 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. If a bid/response is submitted by a firm that is not registered with the BAVN, the proposer is required to add that firm to their Summary Sheet. A proposer’s failure to utilize the BAVN’s Summary Sheet function will result in their RFP response being deemed non-responsive.

Note: City staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation

process. Proposers must have a bid/quote from each subcontractor listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their Summary Sheet on the BAVN's BIP Outreach Summary Sheet function after 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. City staff will access the BAVN and verify compliance with the Summary Sheet provision of this Indicator after the RFP submission deadline. Proposers are required to have each of the subcontractors on their Schedule A registered on the BAVN prior to being awarded the contract. In case of technical error, proposers must follow the process for reporting these errors as outlined in Section C.

| | |
|----------|--|
| 7 | BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE |
|----------|--|

Each notification by the proposer shall also include an offer of assistance to interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.

Required Documentation: Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach notification system.

Note: At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit subcontractor responses or is deemed contrary to the intent of this Indicator. City staff will access the BAVN and verify compliance with this Indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award of the contract, as specified for each Indicator. The Board in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third Party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Board.

D. AWARD OF CONTRACT

The Board reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose RFP response complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Board that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subcontractors' participation was made is a condition for eligibility for award of the contract. Proposers are required to have each one of their subcontractors register on the BAVN prior to the award of the contract.

In the event that the Board considers awarding away from a proposer because of the proposer's failure to supply adequate BIP Outreach documentation, the Board shall afford the proposer an opportunity to present further evidence to the Board prior to a public hearing of the proposer's BIP Outreach evaluation.

E. SUBCONTRACTOR SUBSTITUTION

In addition to the requirements set forth in the provisions pertaining to the listing of subcontractors, the following shall apply for the purpose of this program:

1. Substitution During Contract Duration: The contract award requires that the level of all subcontractor participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
 - a. The Proposer shall request approval of the Board for all substitutions of bid-listed (Schedule A) subcontractors.
 - b. The request shall be in writing and submitted to the designated Project Manager for the Board. The request shall give the reason for the substitution, the name of the subcontractor and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Substitution: The Board requires that whenever the Proposer seeks to substitute a bid-listed (Schedule A) subcontractor, the Proposer must perform a BIP Supplemental Outreach to replace the subcontractor.
 - a. The Proposer shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subcontracting work is available and document the following for submittal:
 1. Name of company contacted; contact person and telephone number; date and time of contact.
 2. Response for each area of work which was solicited, including dollar amounts.
 3. Reason for selection or rejection of sub-bid prospect.
 4. In the event that the Proposer is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Proposer should contact the Office of Contract Compliance by e-mail at bca.biphelp@lacity.org for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
 - b. The Proposer shall submit all documentation to the Awarding Authority's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Proposer shall request approval for reducing the subcontract by documenting the following for submittal:
 - a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
 - b. The reason for the reduction. Specific details should be given in order for the Proposer's request to be processed promptly.

- c. The Proposer shall submit all documentation to the Awarding Authority's Project Manager.

F. SUB-AGREEMENT FALSIFICATION

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/ subcontractor will result in sanctions set forth in provisions pertaining to listing of subcontractors.

G. SUBMITTAL DOCUMENTS

1. MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A):
Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Information Form, provided herein as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.
2. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B):
During the term of the contract, the Proposer must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.
3. Final Subcontracting Report (Schedule C):
Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the Proposer or its authorized representative. The completed form shall be furnished to the Board within 15 working days after completion of the contract.

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

The Bureau which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

I. AWARD OF CONTRACT

Nothing herein restricts the discretion of the Board to reject all proposals in accordance with Charter Section 371.

**RFP SCHEDULE A
 MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONTRACTOR INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN and DATE ALL SHEETS)

| | |
|------------------------|---------------------------|
| Project Title: | Work Order Number: |
| Proposer: | Address: |
| Contact Person: | Phone/Email: |

| LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|---|-------------------------------|-------------------------------|---|-----------------------------|
| Name, Address, and Phone/Email of Subcontractor | Description of Work or Supply | MBE/ WBE/ SBE/ EBE/ DVBE/ OBE | Certification Agency/ Certification No. | Dollar Value of Subcontract |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Participation | | | | | |
|---|---------------|--------------------------|--------------------------|---------------|--------------------------|
| | Total Dollars | Total Percentage Pledged | | Total Dollars | Total Percentage Pledged |
| MBE Participation | \$ | % | WBE Participation | \$ | % |
| SBE Participation | \$ | % | EBE Participation | \$ | % |
| DVBE Participation | \$ | % | OBE Participation | \$ | % |

| | | | |
|---|---------------------|--------------|-------------|
| Signature of Person Completing this Form | Printed Name | Title | Date |
| | | | |

MUST BE SUBMITTED WITH PROPOSAL

**RFP SCHEDULE B
MBE/ WBE/ SBE/ EBE/ DVBE/ OBE UTILIZATION PROFILE**

| | |
|------------------------|---------------------------|
| Project Title: | Work Order Number: |
| Proposer: | Address: |
| Contact Person: | Phone/Email: |

| | |
|---|----------------------------|
| Contract Amount (Including Amendments) | This Invoice Amount |
| | |

| MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Subcontractors (List All Subcontractors) | | | | | | |
|---|-------------------------------------|---|-----------------------------------|------------------------|---|---------------------------------------|
| Name of Subcontractor | MBE/ WBE/ SBE/ EBE/ DVBE/ OBE | Certification Agency/ Certification Number | Original Subcontract Amount | This Invoice Amount | Invoiced to Date (Include this Invoice) | Scheduled Participation to Date |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Participation to Date | | | | | |
|--|---------------|------------------|--------------------------|---------------|------------------|
| | Total Dollars | Total Percentage | | Total Dollars | Total Percentage |
| MBE Participation | \$ | % | WBE Participation | \$ | % |
| SBE Participation | \$ | % | EBE Participation | \$ | % |
| DVBE Participation | \$ | % | OBE Participation | \$ | % |

| | |
|--------------------------------------|-----------|
| Total Amount Invoiced to Date | \$ |
|--------------------------------------|-----------|

| | | | |
|---|---------------------|--------------|-------------|
| Signature of Person Completing this Form | Printed Name | Title | Date |
| | | | |

MUST BE SUBMITTED WITH EACH INVOICE

RFP SCHEDULE C FINAL SUBCONTRACTING REPORT

| | | | |
|---|--|---------------------------|--|
| Project Title: | | Work Order Number: | |
| Proposer: | | Address: | |
| Contact Person: | | Phone/Email: | |
| Total Contract Amount (Including Amendments) Awarded | | \$ | |

| MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Subcontractors (List All Subcontractors) | | | | | |
|---|-------------------------------|-------------------------------|---|--------------------------------------|-------------------------------------|
| Name, Address, Phone of all Subcontractors Listed on Schedule C | Description of Work or Supply | MBE/ WBE/ SBE/ EBE/ DVBE/ OBE | Certification Agency and Certification Number | Original Dollar Value of Subcontract | Actual Dollar Value of Subcontract* |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

*If the actual dollar value differs from the original dollar value, explain the differences and give details.

| | Total Dollars | Achieved Levels | Pledged Levels | | Total Dollars | Achieved Levels | Pledged Levels |
|---------------------------|---------------|-----------------|----------------|--------------------------|---------------|-----------------|----------------|
| MBE Participation | | % | % | WBE Participation | | % | % |
| SBE Participation | | % | % | EBE Participation | | % | % |
| DVBE Participation | | % | % | OBE Participation | | % | % |

| | |
|------------------------------------|-----------|
| Total Final Amount Invoiced | \$ |
|------------------------------------|-----------|

| | | | |
|---|---------------------|--------------|-------------|
| Signature of Person Completing this Form | Printed Name | Title | Date |
| | | | |

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

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.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City/County State

Name of Business

Address

Name of Authorized Officer or Representative Title

Signature of Authorized Officer or Representative

Date Telephone Number

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

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), Bidders/Proposers are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at www.labavn.org. Bidders/Proposers are responsible for creating a BAVN profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

Equal Benefits Ordinance (EBO):

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

All Bidders/Proposers shall complete and submit the Equal Benefits Ordinance Compliance Affidavit, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.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 **uploaded** onto the City's BAVN. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

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

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, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Bidders/Proposers shall complete and electronically sign the FSHO Compliance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.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 uploaded on the City's BAVN.

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

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, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO).

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

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

| | |
|---|---|
| Reference Number (Bid, Contract, or BAVN) | Awarding Authority (Department awarding the contract) |
| Bidder Name | |
| Address | |
| Email Address | Phone Number |

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Name

Signature

Title

Date

**CITY OF LOS ANGELES
SIGNATURE AND AFFIDAVIT PAGE**

1. COMPLETE CONTRACT

This entire bid and every item(s) thereof, shall become a contract upon its acceptance by the Director of the Bureau of Street Services on behalf of the City of Los Angeles. The complete contract shall consist of the Notice of Award, the Notice for Inviting Bids, the entire Invitation for Bid (including specifications), and all Attachments, Addenda, or any item(s) thereof, this signature and affidavit page, and, when required, insurance and bonds. A Notice of Award or Notice to Proceed will be furnished to the successful bidder identifying the item(s) or service(s) to be furnished under the contract.

2. MATERIALS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The bidder agrees, upon acceptance of this offer by the City, to furnish all the material(s) and service(s) herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the Contractor for the material(s) and/or service(s) in the manner described herein or as negotiated and agreed upon for any contract resulting from this bid.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATIONS

When alternative provisions are requested, or options are offered, the bidder will be notified as to which provision(s), or option(s), is being accepted at the same time that he is notified that he is the successful bidder.

5. DECLARATION OF NON-COLLUSION

That I/we have carefully read and examined the bid and specifications, and have abided by and agree to the conditions herein, and I/we hereby propose to furnish all material(s) or service(s) and do all work required in accordance with all plans and specifications, for unit price(s) or lump sum(s), as per the bid specifications. Furthermore, I/we have read and understand Ordinance No. 173677 of the "Determination of Contractor Responsibility Policy" of the City of Los Angeles and I/we understand my/our obligations under this policy as a bidder and as a subcontractor should this contract be awarded to my/our firm.

I/We declare that this bid is genuine, and neither sham or collusive, nor made in the interest or on behalf of any person not herein named, and that I/we have not, directly or indirectly, induced or solicited any other bidder(s) to put in a false or sham bid, or any other person, firm or corporation to refrain from bidding, and that I/we have not in any manner sought by collusion to secure for myself/ourselves an advantage over any other bidder.

Affiant further deposes and says that, prior to the public opening and reading of bids, the said bidder:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone to submit a false or sham bid, refrain from bidding or withdraw a bid;
- (c) Did not, directly or indirectly, seek by agreement, communication or conference to raise or fix any overhead, profit, bid price or associated cost element;
- (d) Did not, directly or indirectly, submit any bid price or breakdown created in the manner described above.

This bid is expressly made for the benefit of the signatory parties only. It is not the intent of any of the signatory parties to create or discharge any duty, express or implied, to any party other than the signatory parties. Any benefit derived from this bid by a third party is unintended and incidental to the purpose for which this bid is made.

EXECUTED AT: _____ ON THE _____ DAY OF _____, 20____
(Bidder completes) City State Month

Firm's Name: _____ Telephone # _____

Firm's Address: _____
Street City State Zip

(_____) (_____) (_____)
Initials Initials Initials

(a) INDIVIDUAL (Sign here if individual)



**DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET SERVICES**

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.

Name of Organization

Signature

Print Name

Title

Date



DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET SERVICES

Los Angeles Residence 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 proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: _____

I. Corporate or Main Office Address:

II. Total Number of Employees in Organization: _____

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

_____ and _____%



DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET SERVICES

**Certification Regarding Compliance with the
Americans with Disabilities Act**

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

1. The CONTRACTOR/Consultant/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 to 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

| | |
|---|--|
| Contract Number | |
| | |
| CONTRACTOR/Consultant/Borrower/Agency | |
| | |
| Name and Title of Authorized Representative | |
| Signature | |
| Date | |

Form 55 Instructions



TABLE OF CONTENTS

- INTRODUCTION 1**
- CONTACT INFORMATION 1**
- BIDDER RESPONSIBILITIES 2**
- PAGE 1: COVER PAGE AND BIDDER INFORMATION 3**
 - A. Original or Amended Filing3
 - B. Reference Number.....3
 - C. Date Bid Submitted.....3
 - D. Contract Description.....4
 - E. Awarding Authority.....4
 - F. Bidder Information4
 - G. Schedule Summary.....4
 - H. Certification.....5
- PAGE 2: SCHEDULE A – BIDDER’S PRINCIPALS 6**
- PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS 6**

INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

ethics.commission@lacity.org

(213) 978-1960 phone
(213) 978-1988 fax
Whistleblower Hotline: (800) 824-4825

200 North Spring Street
City Hall 24th Floor, Suite 2410
Los Angeles CA 90012

ethics.lacity.org

BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at \$100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a **contract** is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least \$100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at \$100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#) apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.
2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.
3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

A. ORIGINAL OR AMENDED FILING

ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

Example 1: *Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.*

Example 2: *Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.*

B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, BAVN ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

Remember to amend your Form 55 to keep this information current.

G. SCHEDULE SUMMARY

ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

Example 1: You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the “Yes” box and disclose ABC, Inc.’s principals on attached Schedule A pages.

Example 2: You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the “Yes” box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the “Yes” box and attach Schedule A pages to the cover page.

Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.

ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at \$100,000 or more on the City contract you seek. Check only one box (“Yes” or “No”).

Example 1: Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform \$50,000 worth of work and XYZ Corporation as another subcontractor that will perform \$200,000 worth of work. Check the “Yes” box and attach Schedule B pages to disclose XYZ Corporation and its principals.

Example 2: Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth \$30,000; and Beautiful Parks Company, which will perform \$85,000 worth of the work. Check the “No” box, indicating that you do not have any subcontractors with subcontracts valued at \$100,000 or more.

Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.

ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#);
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of "principal", see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.

PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth \$100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of "principal", see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): _____ Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Awarding Authority (Department awarding the contract): _____

Bidder Name: _____

Bidder Address: _____

Bidder Email Address: _____ Bidder Phone Number: _____

Schedule Summary

Please complete all three of the following:

- | | | |
|---|--|---|
| <p>1. SCHEDULE A – Bidder’s Principals <i>(check one)</i></p> <p>The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. <i>(If you check “Yes”, Schedule A is required.)</i></p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| <p>2. SCHEDULE B – Subcontractors and Their Principals <i>(check one)</i></p> <p>The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check “Yes”, Schedule B is required.)</i></p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| <p>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____</p> | | |

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Name

Signature

Title

Date

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

| |
|--------------------------|
| Name: _____ Title: _____ |
| Address: _____ |

| |
|--------------------------|
| Name: _____ Title: _____ |
| Address: _____ |

| |
|--------------------------|
| Name: _____ Title: _____ |
| Address: _____ |

| |
|--------------------------|
| Name: _____ Title: _____ |
| Address: _____ |

| |
|--------------------------|
| Name: _____ Title: _____ |
| Address: _____ |

| |
|--------------------------|
| Name: _____ Title: _____ |
| Address: _____ |

| |
|--------------------------|
| Name: _____ Title: _____ |
| Address: _____ |

| |
|--------------------------|
| Name: _____ Title: _____ |
| Address: _____ |

| |
|--------------------------|
| Name: _____ Title: _____ |
| Address: _____ |

Check this box if additional Schedule A pages are attached.

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

| |
|-------------------------|
| Subcontractor's Name |
| Subcontractor's Address |

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

| |
|--------------------------|
| Name: _____ Title: _____ |
| Address: _____ |

| |
|--------------------------|
| Name: _____ Title: _____ |
| Address: _____ |

| |
|--------------------------|
| Name: _____ Title: _____ |
| Address: _____ |

| |
|--------------------------|
| Name: _____ Title: _____ |
| Address: _____ |

| |
|--------------------------|
| Name: _____ Title: _____ |
| Address: _____ |

| |
|--------------------------|
| Name: _____ Title: _____ |
| Address: _____ |

Check this box if additional Schedule B pages are attached.

Iran Contracting Act of 2010 - Implementation and Processing Procedures

Overview:

The Iran Contracting Act of 2010 prohibits bidders engaged in investment activities in Iran, from bidding, submitting proposal for, entering into or renewing contracts with the City for goods and services of \$1,000,000 or more.

A bidder or proposer who engages in investment activities in Iran is defined as either:

1. A bidder or proposer providing goods or services of \$20,000,000 or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector or Iran; OR
2. A bidder that is a financial institution that extends twenty million dollars \$20,000,000 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on the list created by the State of California, Department of General Services (DGS) as a person engaging in the investment activities in Iran.

All bidders or proposers for department contracts of \$1,000,000 or more shall certify that they are not identified on the DGS list of ineligible businesses or persons, and that they are **not** engaged in investment activities in Iran by signing and submitting the *Iran Contracting Act of 2010 Compliance Affidavit*.

Implementation & Processing:

- All bidders or proposers for a Department contract valued at \$1,000,000 or more must sign and submit the *Iran Contracting Act of 2010 Compliance Affidavit* with their bid or proposal.
- Upon receiving the bid or proposal, the awarding authority contract administrator must review the submitted affidavit for completion and signature and check the DGS list of businesses that are prohibited from contracting with public entities in California. The link for the DGS list is: <http://www.documents.dgs.ca.gov/PD/poliproc/Iran%20Contracting%20Act%20List.pdf>
 - Once the review is complete, the contract administrator will place the affidavit in the awarding authority's official file associated with the proposal, or such other place as is designated by the awarding authority's general manager for safe recordkeeping.
- In the event that the awarding authority intends to award a contract valued at \$1,000,000 or more, outside of the competitive process, the awarding authority must complete the evaluation process described above prior to executing the contract.

Any questions regarding the Iran Contracting Act of 2010 may be directed to the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) at PPO@dgs.ca.gov. For more information, the webpage for the OPPL is located at www.dgs.ca.gov/pd/Resources/PDLegislation.aspx.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

| | | |
|--|----------------------------------|----------------------|
| <i>Vendor Name/Financial Institution (printed)</i> | | <i>BTRC (or n/a)</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Print Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>City Approval (Signature)</i> | <i>(Print Name)</i> |

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

| | | |
|--|----------------------------------|----------------------|
| <i>Vendor Name/Financial Institution (printed)</i> | | <i>BTRC (or n/a)</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Print Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>City Approval (Signature)</i> | <i>(Print Name)</i> |



DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET SERVICES

Sidewalk and Transit Amenities Program (STAP) RFP Checklist

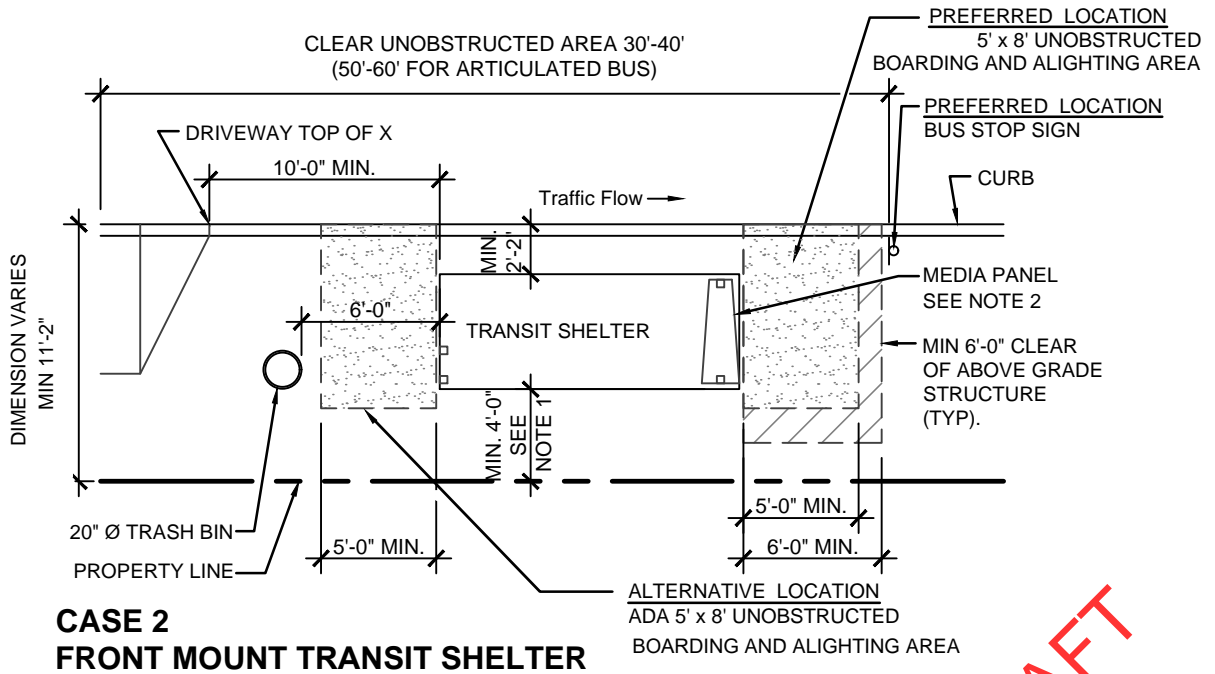
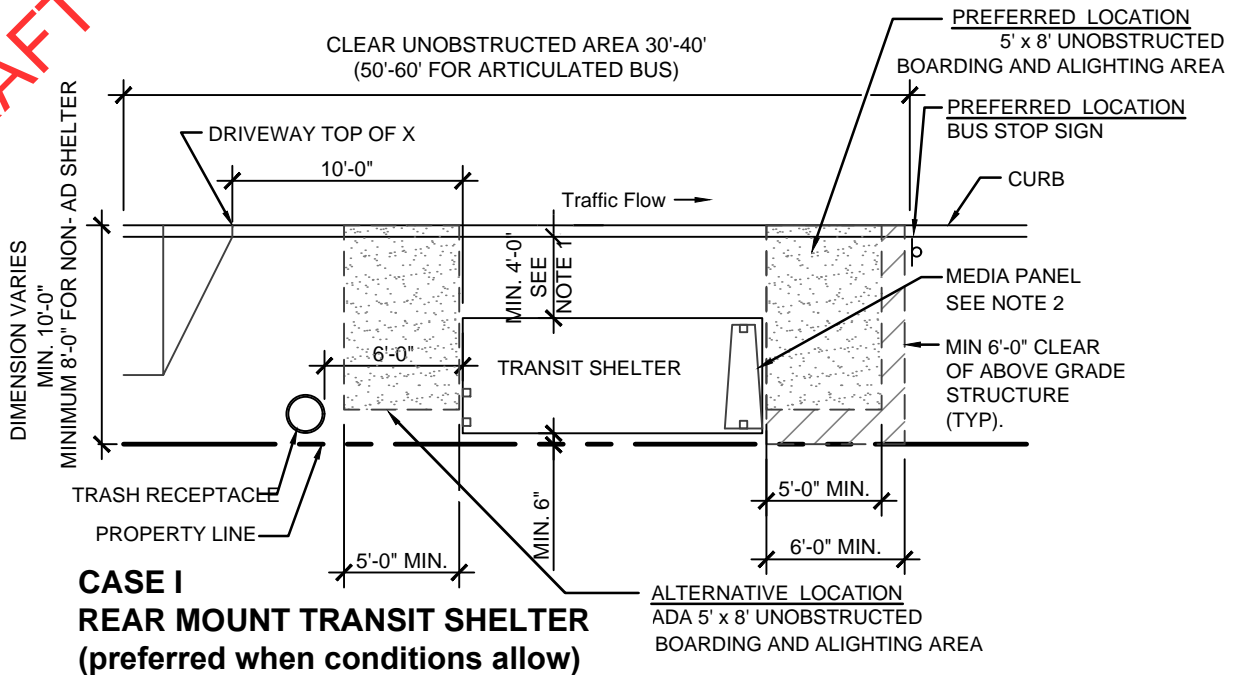
The Respondent certifies that it has submitted all required Technical and Price Proposal requirements including all required certifications, statements and forms.

Organization name:

| Form | Location | Submitted |
|--|------------------|------------------|
| Technical Proposal (RFP Section 17) | RFP Section 17.4 | |
| Price Proposal (RFP Section 18) | Attachment 1 | |
| Ownership of Other Advertising Assets Disclosure | Attachment 2 | |
| MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Info Form | Attachment 3 | |
| Child Support Declaration Statement | Attachment 4 | |
| Equal Benefits/First Source Hiring Ordinances Compliance Forms (online submission) | Attachment 5 | |
| Living Wage and Worker Retention Ordinance Exemption (if applicable) | Attachment 6 | |
| Municipal Lobbying Certification Form 50 | Attachment 7 | |
| Non-Collusion Affidavit | Attachment 8 | |
| City of Los Angeles Contract History | Attachment 9 | |
| Los Angeles Residence Information | Attachment 10 | |
| ADA Compliance Certification | Attachment 11 | |
| Campaign Contributions & Fundraising Restrictions Form 55 | Attachment 12 | |
| Iran Contracting Act of 2010 Affidavit | Attachment 13 | |
| RFP Checklist | Attachment 14 | |

TRANSMITTAL 3 PART 3
APPENDICES

DRAFT



DRAFT

TRANSIT SHELTER
PLACEMENT

MINIMUM SET BACK CLERANCES FOR TRANSIT SHELTER PLACEMENT

1. CLEAR PATH: MINIMUM 5' WIDE, LONGITUDINAL PEDESTRIAN ACCESS ROUTE (PAR) IN FRONT OF TRANSIT SHELTER (FOR REAR MOUNT CASE) OR BEHIND THE TRANSIT SHELTER (FOR FRONT MOUNT CASE) AND BETWEEN WAITING AREA OF BUS SHELTER AND BUS LANDING AREA REQUIRED. ABSOLUTE MINIMUM 4' PAR WIDTH MAY BE USED IN HARDSHIP CASES. WHEN SITE CONDITIONS ALLOW, REAR MOUNT CASE IS PREFERRED.
2. CLEARANCE FROM MEDIA PANELS: MINIMUM 6' CLEAR BETWEEN MEDIA PANELS AND OTHER BUS STOP SITE IMPROVEMENTS.
3. CLEARANCE FROM CURB: MINIMUM 26" SET BACK OF ANY VERTICAL SHELTER MULLION OR POST FROM FACE OF CURB; MINIMUM 24" SET BACK OF ANY SHELTER ROOFLINE FROM FACE OF CURB
4. CLEARANCE FROM REAR OF TRANSIT SHELTER: MINIMUM 6" CLEAR FROM THE BACK OF SIDEWALK, PROPERTY OR BUILDING LINE
5. TRASH RECEPTACLE: IF FURNISHED BY CONTRACTOR, TRASH RECEPTACLES SHALL BE INSTALLED A MINIMUM OF 6' CLEAR OF THE TRANSIT SHELTER LONGITUDINALLY; LITTER RECEPTACLE SHALL ALIGN WITH THE REAR EDGE OF THE SHELTER LATERALLY.
6. * DIMENSIONS SHOWN IN DETAIL ARE FOR TYPICAL TRANSIT SHELTER WITH ATTACHED MEDIA PANEL. ACTUAL SHELTER FOOTPRINT MAY VARY. MINIMUM SIDEWALK WIDTH FOR A TYPICAL TRANSIT SHELTER INSTALLATION IS 8'-6" INCLUDING TOP OF CURB PROVIDED MINIMUM 5' LONGITUDINAL PAR IS PRESERVED.
7. CLEAR LONGITUDINAL SPACE: MINIMUM CLEAR LONGITUDINAL SPACE OF SIDEWALK AND CURB EQUIVALENT TO THE TRANSIT SHELTER LENGTH + 10' IS REQUIRED. I.E. IF TRANSIT SHELTER LENGTH IS 12', A MINIMUM 22' CLEAR LONGITUDINAL SPACE IS REQUIRED.

OTHER STANDARD CLEARANCE REQUIREMENTS:

MINIMUM 100' FROM RAILROAD CROSSINGS

MINIMUM 45' FROM STREET INTERSECTIONS (EXCEPTIONS MAY BE ALLOWED AT CONTROLLED INTERSECTIONS)

MINIMUM 20' FROM ALLEY APPROACHES

MINIMUM 10' FROM DRIVEWAY APPROACHES AND/OR DISABLED ACCESS RAMPS UNLESS OTHERWISE ALLOWED BY CITY/STREETSLA

MINIMUM 5' CLEAR OF ALL ABOVE GRADE SITE IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STREET SIGNS, UTILITY POLES, ELECTROLIERS, FIRE HYDRANTS, TREES/TREEWELLS, FIRE ESCAPE LADDERS

MINIMUM 3' CLEAR OF ALL SUBGRADE EQUIPMENT INCLUDING BUT NOT LIMITED TO METER BOXES, UTILITY VAULTS, CATCH BASINS, VENTILATION GRATES UNLESS OTHERWISE ALLOWED BY CITY/STREETSLA

MINIMUM 3' CLEAR FROM EDGES OF ADJOINING PROPERTY PEDESTRIAN INGRESS/EGRESS POINTS INCLUDING BUT NOT LIMITED TO DOORWAYS, GATES, WALKWAYS, ENTRY STAIRS; MINIMUM 3' CLEAR BUILDING MOUNTED FIRE SAFETY EQUIPMENT

SITE AMENITIES SHALL NOT OBSTRUCT VISIBILITY OF TRAFFIC CONTROL SIGNAGE OR SIGNAL EQUIPMENT

THE CITY OF LOS ANGELES ADVERTISING POLICY **DRAFT**

Official City policy will be adopted prior to the execution of the STAP contract

The purpose of this advertising policy is to control the content of advertisement placed on the public right-of-way, structures, facilities and rolling stock to ensure that subject matter is aligned with the standards of the community. The City of Los Angeles' acceptance of advertising in the public realm is not intended to create a public forum, but rather to make use of its assets held in a proprietary capacity in order to generate advertising revenue.

The following classes of advertising are authorized within the public right-of-way, provided that advertising does not include any material that qualifies as Prohibited Advertisement under this Advertising Policy.

Commercial and Promotional Advertisement

Commercial and promotional advertising promotes or solicits the sale, rental, distribution, or availability of goods, services, food, entertainment, events, programs, transactions, donations, products, or property (real or personal) for commercial or non-commercial purposes or more generally promotes an entity that engages in such activities.

Governmental Advertisement

Governmental entities, meaning public entities specifically created by government action, may purchase advertising space for messages that advance specific government purposes.

Public Service Announcement

A Public Service Announcement must satisfy the following criteria:

1. The sponsor of a City Public Service Announcement must be a City Agency.
2. The Public Service Announcement must be directed to the general public or a significant segment of the public and relate to:
 - Promotion of City services, programs, or public awareness campaigns;
 - Promotion of safety or personal well-being;
 - Promotion of civic or community events;
 - Promotion of public health, safety, or welfare;
 - Promotion of education or training;
 - Provision or promotion of children and family services;
 - Provision or promotion of services and programs that provide support to low-income citizens, senior citizens, people with illnesses or disabilities, and people or members of disadvantaged communities;
 - Promotion of broad-based contribution campaigns which provide funds to multiple charitable organizations engaged in any of the activities that are described in this section.

It is the policy of the City of Los Angeles (City) to not allow the display of advertising that is not in keeping with the standards of the community. The following types of advertising content are not in keeping with the standards of the community and are prohibited:

Political Advertisements

Promotion or opposition of a political party and/or the election of any candidates for federal, state, judicial, or local government offices are prohibited. In addition, advertisements which contain political or judicial figures and/or advertisements involving an issue that is political in nature in that it directly or indirectly implicates the action, inactions, prospective action or policies of a governmental entity are prohibited.

Public Issues

Any advertisement that expresses or advocates an opinion, position, or viewpoint on matters including but not limited to public debate about economic, political, religious, or social issues are prohibited.

Prohibited Products, Services, and Activities

Any advertisement that promotes or depicts the sale, rental, participation, or use of the following items, services or activities, or that uses brand names, trademarks, slogans or other material that are identifiable with such products, services or activities.

Alcohol Products

Beer, wine, distilled spirits, or any alcoholic beverage licensed and regulated under California law; however, this prohibition shall not prohibit advertising that includes the name of a restaurant that is open to minors. Advertisements by alcoholic beverage companies are also prohibited.

Tobacco Products

Tobacco products, tobacco-related products, and products that simulate smoking or are modeled on the tobacco products, including but not limited to cigarettes, cigars, and smokeless (e.g. chewing) tobacco and electronic cigarettes.

Adult/Mature Rated Films, Television or Video Games

Adult films rated "X" or NC-17, television rated "MA" or video games rated "A" or "M".

Adult Entertainment Facilities

Adult bookstores, adult video stores, nude dance clubs and other adult entertainment establishments.

Other Adult Services

Adult telephone services, adult internet sites and escort services.

Obscene or Sexually Explicit Matter

Advertising containing obscene mater as defined in the Los Angeles County Code, Chapter 13.17, Section 13.17.010, or sexually explicit material as defined in the Los Angeles County Code, Chapter 8.28, Section 8.28.010D.

False or Misleading Material

Any material that is or that the sponsor reasonably should have known is false, fraudulent, misleading, deceptive or would constitute a tort of defamation or invasion of privacy.

Copyright, Trademark or Otherwise Unlawful

Any advertisement that contains any material that is an infringement of copyright, trademark, or service mark, or is otherwise unlawful or illegal.

Illegal Activity

Any advertisement that promotes any activity or product that is illegal under federal, state, or local law.

Profanity and Violence

Any advertisement that contains any profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal, or that depicts weapons or devices that appear to be aimed or pointed at the viewer or observer in a menacing manner.

Firearms

Any advertisement that promotes or solicits the sale, rental, distribution or availability of firearms or firearms-related products.

Disparage

Any advertisement that reasonably could be interpreted as being disparaging or disrespectful to persons or groups based on race, color, religion, national origin, gender identity, sexual orientation, and disability, including advertising that portrays individuals as inferior, evil or contemptible.

Adverse to City of Los Angeles

Any advertisement, or any material contained in it, that is directly adverse to the interests of the City.

City of Los Angeles Graphics and References

Any advertisement that contains City of Los Angeles graphics, logos, representations without the express written consent of the City of Los Angeles.

Insulting, Degrading, or Offensive Material

Any material directed at a person or group that is insulting, degrading or offensive and consequently incites or produces lawless action in the form of retaliation, vandalism or other breach of public safety, peace and order.

Harm or Disruption to Public Right-of-Way

Any material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of or interference with the intended operation and/or function of public right-of-way.

Unsafe Behavior within Public Right-of-Way

Any advertisement that encourages or depicts unsafe behavior with respect to transit-related activities, such as non-use of normal safety precautions in awaiting, boarding, riding upon or debarking from transit vehicles.

Parties (persons, businesses, organizations, contractors, or similar entity) permitted to erect, install, display, or otherwise place advertisements within public rights-of-way upon any structure or display mechanism shall be responsible for the content of all advertisements displayed and shall use sound business judgment in accepting advertising content for posting. Parties permitted to erect, install, display, or otherwise place advertisements within public rights-of-way shall have the right to reject any objectionable advertisement that does not meet the requirements listed hereon, especially if said advertisements will have a detrimental impact on the sale of advertising and the value of the City's advertising programs, adverse effects on the public's health, safety and welfare, or is otherwise incongruent with community standards. Potentially objectionable advertising will be submitted for review to the City and may require changes in copy, visuals or other materials so that advertisements are acceptable to community standards.

The City retains the right to reject any advertising subject to the terms of this policy. Parties permitted to erect, install, display, or otherwise place advertisements within public rights-of-way shall remove any advertisement that the City determines to be objectionable or conflicts with this policy. Removal shall take place no later than 24 hours from the time of notification to the permitted party.

Parties permitted to erect, install, display, or otherwise place advertisements within public rights-of-way shall hold the City harmless from all litigation regarding its sale of advertisement and its determination of

the acceptability of advertising content. The City will hold permitted Parties harmless from litigation resulting from the City's direction to reject or remove advertisements because of content.

Penalties and Fines

First Infraction: Immediate revocation and suspension of any permit issued to the permittee to display advertisements within public rights-of-way by the Board of Public Works (Board) for a period of not less than one week or no more than 4 weeks as determined by the Board.

The revocation and suspension of any permit to advertise in public rights-of-way requires the immediate removal of all advertisements displayed in or upon all permitted advertising devices operated by the permittee within 24 hours of being notified of the revocation and suspension of their permit. Failure of the permittee to remove all advertisements displayed in or upon all permitted advertising devices operated by the permittee within 24 hours of being notified of the revocation and suspension of their permit shall result in an immediate Second Infraction.

Second Infraction: A second infraction at any time within a 12 month period of an initial infraction will result in a revocation of any permit issued to the offending permittee to display advertisements within public rights-of-way for a period of not less than 1 year or longer as determined by the Board.

Third Infraction: A third infraction any time within 60 months of the initial infraction shall result in the permanent revocation of any permit issued to the offending permittee to display advertisements within public rights-of-way.

If a permittee has not had any infractions within 60 months of an initial or secondary infraction, the initial infraction and any secondary infraction shall be expunged from the permittee's record.

DRAFT

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

Bidders/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.

Bidders/Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

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 |
|---|--|
| <p>___ Workers' Compensation (WC) and Employer's Liability (EL)</p> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="width: 45%;"> <p><input type="checkbox"/> Waiver of Subrogation in favor of City</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act</p> </div> </div> | <p style="text-align: center;">WC <u>Statutory</u></p> <p style="text-align: center;">EL _____</p> |
| <p>___ General Liability</p> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="width: 45%;"> <p><input type="checkbox"/> Products/Completed Operations</p> <p><input type="checkbox"/> Fire Legal Liability</p> <p><input type="checkbox"/> _____</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Sexual Misconduct _____</p> </div> </div> | |
| <p>___ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)</p> | |
| <p>___ Professional Liability (Errors and Omissions)</p> <p style="margin-left: 20px;">Discovery Period _____</p> | |
| <p>___ Property Insurance (to cover replacement cost of building - as determined by insurance company)</p> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="width: 45%;"> <p><input type="checkbox"/> All Risk Coverage</p> <p><input type="checkbox"/> Flood _____</p> <p><input type="checkbox"/> Earthquake _____</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Boiler and Machinery</p> <p><input type="checkbox"/> Builder's Risk</p> <p><input type="checkbox"/> _____</p> </div> </div> | |
| <p>___ Pollution Liability</p> <p><input type="checkbox"/> _____</p> | |
| <p>___ Surety Bonds - Performance and Payment (Labor and Materials) Bonds</p> | |
| <p>___ Crime Insurance</p> | |

Other: _____

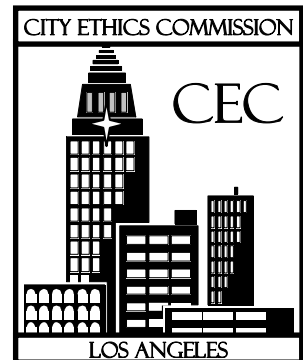
Municipal Lobbying Ordinance



◆◆◆ Los Angeles Municipal Code §§ 48.01 *et seq.*

Last Revised July 21, 2008

Prepared by



200 North Spring Street, 24th Floor
Los Angeles, CA 90012
(213) 978-1960
TTY (213) 978-2609
<http://ethics.lacity.org>

**Los Angeles Municipal Lobbying Ordinance
TABLE OF CONTENTS**

SEC. 48.01 Title and Findings. 1

SEC. 48.02 Definitions..... 1

Activity expense 2

Agency 2

At the behest 2

Attempting to influence 2

City official 2

Client 2

Compensated services 3

Controlled committee 3

Direct communication 3

Donation 3

Elective city officer 3

Elective officer 3

Fundraiser 3

Fundraising activity 3

Host or sponsor 3

Lobbying activities 3

Lobbying entity 4

Lobbying firm 4

Lobbyist 4

Lobbyist employer 5

Major filer 5

Municipal legislation 5

Person 6

Solicit 6

SEC. 48.03 Exemptions..... 6

SEC. 48.04 Prohibitions..... 7

SEC. 48.05 Record Keeping Responsibilities 8

SEC. 48.06 Registration/Disclosure Forms..... 8

SEC. 48.06.1 Online Filing of Lobbying Registration and Disclosure Statements..... 9

SEC. 48.07 Registration. 9

SEC. 48.08 Disclosure Reports 12

| | | |
|--------------|--|----|
| SEC. 48.08.5 | Copies of Solicitations..... | 19 |
| SEC. 48.08.6 | Lobbying Disclosure – Political Contributions | 19 |
| SEC. 48.08.7 | Lobbying Disclosure – Fundraising Activity..... | 20 |
| Sec. 48.08.8 | Lobbying Disclosure – Written Communications to Neighborhood Councils | 21 |
| SEC. 48.09 | Compliance Measures and Enforcement..... | 22 |
| SEC. 48.10 | Ethics Commission Reports..... | 24 |
| SEC. 48.11 | Severability..... | 25 |

Municipal Lobbying Ordinance

Los Angeles Municipal Code Chapter IV, Article 8

Repealed and Re-added by Ordinance No. 169916, effective 8/10/94.

SEC. 48.01 Title and Findings

Amended by Ordinance No. 169916, effective 8/10/94.

- A. **Title.** This Article shall be known and may be cited as the Los Angeles Municipal Lobbying Ordinance.
- B. **Findings.** The following findings are adopted in conjunction with the enactment of this Article:
1. City Government functions to serve the needs of all citizens.
 2. The citizens of the City of Los Angeles have a right to know the identity of interests which attempt to influence decisions of City government, as well as the means employed by those interests.
 3. All persons engaged in compensated lobbying activities aimed at influencing decisions by City government must, when so engaged, be subject to the same regulations, restrictions and requirements, regardless of their background, training or other professional qualifications or license.
 4. Complete public disclosure of the full range of activities by and financing of lobbyists and those who employ their services is essential to the maintenance of citizen confidence in the integrity of local government.
 5. It is in the public interest to ensure that lobbyists do not misrepresent facts, their positions, or attempt to deceive officials through false communications, do not place City officials under personal obligation to themselves or their clients, and do not represent that they can control the actions of City officials.
 6. It is in the public interest to adopt these amendments to the City's regulations of lobbyists to ensure adequate and effective disclosure of information about efforts to lobby City government.

SEC. 48.02 Definitions

Amended by Ordinance No. 169916, effective 8/10/94.

Amended by Ordinance No. 172479, effective 4/10/99.

Amended by Ordinance No. 175432, effective 9/28/03.

Amended by Ordinance No. 178064, effective 1/15/07.

Amended by Ordinance No. 178356, effective 3/12/07.

The following terms used in this Article shall have the meanings set forth below. Other terms used in this Article shall have the meanings set forth in the California Political

Reform Act of 1974, as amended, and in the regulations of the California Fair Political Practices Commission, as amended, if defined therein.

"Activity expense" means any payment, including any gift, made to or directly benefiting any City official or member of his or her immediate family, made by a lobbyist, lobbying firm, or lobbyist employer.

"Agency" means the City of Los Angeles or any department, bureau, office, board, commission, other agency of the City, or any other government agency, required to adopt a conflict of interest code subject to City Council approval, and includes the City's Community Redevelopment Agency and the Los Angeles City Housing Authority.

"At the behest" means under the control of, at the direction of, in cooperation, consultation, coordination, or concert with, at the request or suggestion of, or with the express prior consent of any elective City officer or candidate for elective City office. A donation to a religious, charitable, or other nonprofit organization is not made at the behest of an elective City officer or candidate if the donation is solicited through a newspaper publication, through radio, television, or other mass media, or through a suggestion made to the entire audience at a public gathering. A donation to a religious, charitable, or other nonprofit organization is not made at the behest of an elective City officer or candidate solely because the name of the officer or candidate is listed with other names on written materials used to request donations or the officer or candidate makes a speech to the entire audience or is honored and given an award at an event sponsored by the organization.

"Attempting to influence" means promoting, supporting, opposing or seeking to modify or delay any action on municipal legislation by any means, including but not limited to providing or using persuasion, information, statistics, analyses or studies. A person attempts to influence municipal legislation when he or she engages in lobbying activities for the purpose of influencing a decision.

"City official" means any elective or appointed City officer, member, employee or consultant (who qualifies as a public official within the meaning of the Political Reform Act) of any agency, who, as part of his or her official duties, participates in the consideration of any municipal legislation other than in a purely clerical, secretarial or ministerial capacity.

"Client" means both

- (1) the person who compensates a lobbyist or lobbying firm for the purpose of attempting to influence municipal legislation and
- (2) the person on whose behalf a lobbyist or lobbying firm attempts to influence such municipal legislation, even if the lobbyist or lobbying firm is compensated by another person for such representation.

However, if a lobbyist or lobbying firm represents a membership organization and individual members of that organization, an individual member is not a client solely

because the member is individually represented by the lobbyist or lobbying firm unless the member makes a payment for such representation in addition to usual membership fees.

"Compensated services" means services for which compensation was paid during a reporting period or for which the lobbyist or lobbying firm became entitled to compensation during that period.

"Controlled committee" means any committee controlled by an elective City officer or candidate for any elective City office, including any campaign, officeholder, legal defense fund, or ballot measure committee.

"Direct communication" means appearing as a witness before, talking to (either by telephone or in person), corresponding with, or answering questions or inquiries from, any City official or employee, either personally or through an agent who acts under one's direct supervision, control or direction.

"Donation" means a payment for which full and adequate consideration is not received.

"Elective city officer" means the Mayor, City Attorney, Controller and Member of the City Council.

"Elective officer" means any person who is a City Council Member, City Attorney, Controller or Mayor, whether appointed or elected.

"Fundraiser" means an individual who receives compensation to engage in fundraising activity as defined in this section.

"Fundraising activity" means soliciting a contribution or hosting or sponsoring a fundraising event or hiring a fundraiser or contractor to conduct any event designed primarily for political fundraising at which contributions for an elective City officer, candidate for elective City office, or any of his or her controlled committees are solicited, delivered or made.

"Host or sponsor" means to provide the use of a home or business to hold a political fundraising event without charging market value for the use of that location; to ask more than 25 persons to attend the event; to pay for at least a majority of the costs of the event; or to provide the candidate, campaign, committee and/or fundraiser more than 25 names to be used for invitations to the event.

"Lobbying activities" includes the following and similar compensated conduct when that conduct is related to a direct communication to influence any municipal legislation:

- (1) engaging in, either personally or through an agent, written or oral direct communication with a City official;
- (2) drafting ordinances, resolutions or regulations;

- (3) providing advice or recommending strategy to a client or others;
- (4) research, investigation and information gathering;
- (5) seeking to influence the position of a third party on municipal legislation or an issue related to municipal legislation by any means, including but not limited to engaging in community, public or press relations activities; and
- (6) attending or monitoring City meetings, hearings or other events.

“Lobbying entity” means a lobbyist, lobbying firm or lobbyist employer, as defined in this article.

"Lobbying firm" means any entity, including an individual lobbyist, which receives or becomes entitled to receive \$1,000 or more in monetary or in-kind compensation for engaging in lobbying activities (either personally or through its agents) during any consecutive three-month period, for the purpose of attempting to influence municipal legislation on behalf of any other person, provided any partner, owner, shareholder, officer or employee of the entity qualifies as a lobbyist. Compensation does not include reimbursement of or payment for reasonable travel expenses. An entity receives compensation within the meaning of this definition whether or not the compensation is received solely for activities regulated by this article or is received for other activities as well; however, only that portion of compensation received for the lobbying activities shall count toward the qualification threshold. An entity **"becomes entitled to receive compensation"** when the entity agrees to provide services regulated by this Article, or performs those services, whether or not payment is contingent on the accomplishment of the client's purposes.

"Lobbyist" means any individual who is compensated to spend 30 or more hours in any consecutive three-month period engaged in lobbying activities which include at least one direct communication with a City official or employee, conducted either personally or through agents, for the purpose of attempting to influence municipal legislation on behalf of any other person.

Compensation does not include reimbursement of or payment for reasonable travel expenses. A person receives compensation within the meaning of this definition whether or not the compensation is received solely for activities regulated by this Article or is received for both lobbying activities and other activities as well. However, only the compensation for the lobbying activities shall be calculated to determine whether an individual qualifies as a lobbyist. An individual **"becomes entitled to receive compensation"** when the individual or the entity in which the individual is an employee, partner, owner, shareholder or officer, agrees to provide services regulated by this Article, or performs those services, regardless of whether payment is contingent on the accomplishment of the client's purposes. A lobbyist includes a person who owns an investment in a business entity if that person attempts to influence municipal legislation on

behalf of the business entity and if the person acquires the investment as compensation for his or her lobbying services or in contemplation of performing those services.

“Lobbyist employer” means an entity, other than a lobbying firm, that employs a lobbyist in-house to lobby on its behalf.

“Major filer” means any person who makes payments or incurs expenditures totaling \$5,000 or more during any calendar quarter for public relations, media relations, advertising, public outreach, research, investigation, reports, analyses, studies, or similar activities, for the purpose of attempting to influence action on any proposed or pending matter of municipal legislation, if these payments or expenditures are not required to be reported on a lobbyist or lobbying firm quarterly report. A **“major filer”** does not include a lobbyist, lobbyist employer, or lobbying firm. Expenditures and payments for regularly published newsletters or other routine communications between an organization and its members shall not be counted for the purpose of this definition.

“Municipal legislation” means any legislative or administrative matter proposed or pending before any agency (as defined in this Article), including but not limited to those involving the granting, denial, revocation, restriction or modification of a license, permit or entitlement for use (including all land use permits) if the Mayor, the City Council, any of its committees, any agency board, commission, committee, or general manager, or any agency officer or employee charged by law with holding a hearing and making a decision, is charged by law with making a final decision on the matter. However, **“municipal legislation”** does not include any of the following:

- (1) A request for advice or for an interpretation of laws, regulations, City approvals or policies, or a direct response to an enforcement proceeding with the City Ethics Commission.
- (2) Any ministerial action. An action is ministerial if it does not require the City official or employees involved to exercise discretion concerning any outcome or course of action.
- (3) Any action relating to the establishment, amendment, administration, implementation or interpretation of a collective bargaining agreement or memorandum of understanding between an agency and a recognized employee organization, or a proceeding before the Civil Service Commission or the Employee Relations Board. Further, it does not include management decisions as to the working conditions of represented employees that clearly relate to the terms of such collective bargaining agreement or memorandum of understanding. Nevertheless, **“municipal legislation”** does include any action relating to collective bargaining taken by the City Council, any of its committees or members (including the staffs of such members), or by the Mayor or his or her office.

- (4) Preparation or compilation of any radius map, vicinity map, plot plan, site plan, property owners or tenants list, abutting property owners list, photographs of property, proof of ownership or copy of lease, or neighbor signatures required to be submitted to the City Planning Department.

"Person" means any individual, business entity, trust corporation association, committee, or any other organization or group of persons acting in concert.

"Solicit" means to ask, personally or through an agent, that another person make a contribution to an elective City officer or candidate for City office, or to his or her controlled committee, including allowing one's signature to be used on a written request for funds. For purposes of this article, a lobbying entity solicits a contribution only when the lobbying entity does so

- (i) at the behest of the elective City officer or candidate for elective City office, or his or her campaign treasurer, campaign manager, or member of his or her fundraising committee, or
- (ii) if the lobbying entity has informed the candidate or officer that the person is soliciting the contributions.

A person does not solicit, however, by making a request for funds publicly to at least a majority of persons who attend any public gathering, or by making a request that appears published in a newspaper, on radio or television.

SEC. 48.03 Exemptions

Amended by Ordinance No. 169916, effective 8/10/94.

The following persons are exempt from the requirements of this Article:

- A. Any public official acting in his or her official capacity, and any government employee acting within the scope of his or her employment.
- B. A newspaper or other regularly published periodical, radio or television station or network, including any individual who owns, publishes or is employed by such newspaper, periodical or station or network, when, in the ordinary course of its business, it publishes or broadcasts news, editorials or other comments, or paid advertising, which directly or indirectly attempts to influence action on municipal legislation. This exemption does not apply to any other action by any such newspaper, periodical, station or network, or by any such person, to attempt to influence municipal legislation, if such activity otherwise regulated by this Article.
- C. A person acting without any compensation or consideration other than reimbursement or payment of reasonable travel expenses.

- D. Any person whose only activity is submitting a bid on a competitively bid contract, submitting a written response to or participating in an oral interview for a request for proposals or qualifications, or negotiating the terms of a written agreement with any City agency if selected pursuant to that bid or request for proposals or qualifications. Except with regard to persons covered by subsections E and F, this exemption shall not apply to any person who attempts to influence the action of the Mayor or Mayor's staff, any member of the City Council or their staffs, or any board or commission member with regard to any such contract.
- E. Any organization exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, which receives funding from any federal, state or local government agency for the purpose of representing the interests of indigent persons and whose primary purpose is to provide direct services to those persons, if the individual or individuals represented by the organization before any City agency provide no payment to the organization for that representation. This exemption shall not apply to direct contracts with a City official in other than a publicly noticed meeting, for the purpose of attempting to influence a City decision with regard to any City funding which the organization is seeking.
- F. Any person employed by an organization described in Subsection E with respect to his or her activities as an employee of the organization.

SEC. 48.04

Prohibitions

Amended by Ordinance No. 169916, effective 8/10/94.

No lobbyist or lobbying firm subject to the requirements of this Article shall:

- A. Do any act with the purpose and intent of placing any City official under personal obligation to the lobbyist, the lobbying firm, or to the lobbyist's or firm's employer or client.
- B. Fraudulently deceive or attempt to deceive any City official with regard to any material fact pertinent to any pending or proposed municipal legislation.
- C. Cause or influence the introduction of any municipal legislation for the purpose of thereafter being employed or retained to secure its passage or defeat.
- D. Cause any communication to be sent to any City official in the name of any nonexistent person or in the name of any existing person without the consent of such person.
- E. Make or arrange for any payment to a City official, or act as an agent or intermediary in making any such payment by any other person, if the arrangement or the payment would violate any provision of the City's Governmental Ethics Ordinance (Los Angeles Municipal Code Section 49.5.1, et seq.)

SEC. 48.05 Record Keeping Responsibilities

Amended by Ordinance No. 175432, effective 9/28/03.

- A. Lobbying entities and major filers shall prepare and retain detailed records (including all books, papers and other documents) needed to comply with the requirements of this Article. Treasurers and fundraisers for elective City officeholders and City candidates, or for any elective City officer's or City candidate's controlled committees shall prepare and retain detailed contribution activity records for any contributions received as a result of fundraising activity engaged in by a lobbyist, lobbying firm or lobbyist employer, as defined by this article. These records shall be retained for not less than four years.
- B. If a lobbying entity engages in fundraising activities as defined in Section 48.02 of this Code at the behest of a candidate or officeholder running for elective City office, the lobbying entity shall maintain records detailing any contributions that they know or have reason to know resulted from the fundraising activities.
- C. If an officeholder or a candidate running for elective City office contracts with a lobbying entity to engage in fundraising activity as described in Section 48.02 of this Code, the committee treasurer and fundraiser shall maintain records detailing any contributions that they know or have reason to know resulted from the fundraising activities. The treasurer and fundraiser shall make the records available to the lobbying entity upon request of the lobbying entity.
- D. If a lobbying entity delivers or sends written communications to a certified neighborhood council in an attempt to influence municipal legislation as described in Section 48.08.8 of this Article, the lobbying entity shall prepare and maintain detailed records of these written communications for not less than four years.

SEC. 48.06 Registration/Disclosure Forms

Amended by Ordinance No. 177105, effective 12/18/05.

All lobbyist and lobbying firm registrations, and all other statements and reports required by this Article shall be verified under penalty of perjury and shall be filed on forms provided by the City Ethics Commission and as otherwise required by this Article in section 48.06.1.

Any paper report or statement properly addressed and bearing the correct postage shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.

SEC. 48.06.1 Online Filing of Lobbying Registration and Disclosure Statements

Added by Ordinance No. 177105, effective 12/18/05.

- A. Any person required by this Article to file registration and quarterly report statements with the City Ethics Commission shall file those statements online, using the Commission's Lobbyist Electronic Filing System (LEFS). Once any person is required to file registration and quarterly report statements online, that person shall continue to file statements online until the person's status as a lobbyist, lobbying firm or lobbyist employer has officially terminated. Any person who qualifies as a "Major Filer" as defined in section 48.02 of this Article is not subject to this online filing requirement.
- B. A person required by subsection A to file statements online also shall file a paper copy of each statement required by this Article. Each paper copy of a required statement shall contain an original signature. Paper copies of statements shall continue to be filed until the person's status as a lobbyist, lobbying firm or lobbyist employer has officially terminated. Until otherwise permitted under City law, the signed paper copy shall continue to be the original statement for audit and other legal purposes.
- C. In addition to any late filing penalties that may be imposed for a late filing of a paper copy pursuant to this Article, any person who fails to comply with the online filing requirement of this section will, in addition, be subject to an additional late filing penalty of \$25 per day after the deadline for the filing of the online copy.
- D. The information contained on a statement filed online shall be the same as that contained on the paper copy of the same statement that is filed with the Commission.
- E. The Lobbyist Electronic Filing System (LEFS) is an internet-based, interactive computer program developed by the Los Angeles City Ethics Commission and available on its website and allows persons to file, view and search statements and reports filed with the Commission online.

SEC. 48.07 Registration

Amended by Ordinance No. 172479, effective 4/10/99.

Amended by Ordinance No. 175028, effective 2/5/03.

- A. **Requirement.** An individual who qualifies as a lobbyist shall register with the City Ethics Commission within 10 days after the end of the calendar month in which the individual qualifies as a lobbyist. A person, including an individual lobbyist, shall register with the City Ethics Commission as a lobbying firm within 10 days after the end of the calendar month in which a partner, owner, shareholder, officer or employee qualifies as a lobbyist. If a person is not registered as a lobbyist or lobbying firm, but is performing acts which would require that person to so register,

that person may continue to act as a lobbyist or lobbying firm so long as the person registers with the City Ethics Commission within 10 days after the person knew or should have known of the obligation to register. A lobbyist or lobbying firm shall register each client on whose behalf or from which the lobbyist or lobbying firm receives or becomes entitled to receive \$250 or more in a calendar quarter for engaging in lobbying activities related to attempting to influence municipal legislation.

- B. **Duration of Status.** A person who registers as a lobbyist or lobbying firm shall retain that status through December 31 of that year unless and until that person terminates the status as set forth below.
- C. **Registration Fees.** Every lobbyist shall pay an annual registration fee of \$450 plus \$75 for each client on whose behalf or from which the lobbyist receives or becomes entitled to receive \$250 or more in a calendar quarter. Persons who initially register during the last quarter of a calendar year (October through December) shall pay prorated registration fees of \$337 for each lobbyist plus \$56 for each client.
- D. **Contents of Registration Statements — Lobbyists.** Registration statements of lobbyists shall contain the following:
 - 1. The lobbyist's name, business address, and business telephone number.
 - 2. The lobbying firm, if any, of which the lobbyist is an employee, partner, officer or owner.
 - 3. If the lobbyist is not an employee, partner, officer or owner of a lobbying firm, the name, address and telephone number of the lobbyist's employer, together with a letter from the employer authorizing the lobbyist to lobby on behalf of the employer.
 - 4. Each City agency that the lobbyist has the authority to attempt to influence on behalf of any client or employer.
 - 5. A statement that the lobbyist has reviewed and understands the requirements of this Article.
 - 6. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.
- E. **Contents of Registration Statements — Lobbying Firms**
Registration statements of lobbying firms (including individual contract lobbyists) shall contain the following:

1. The name, address and telephone number of the firm.
 2. The name of each lobbyist who is a partner, owner, shareholder, officer or employee of the firm.
 3. The registration statement prepared by each lobbyist so identified, appended to the statement.
 4. For each client on whose behalf or from which the firm received or became entitled to receive \$250 in compensation during the calendar quarter for engaging in lobbying activities related to attempting to influence municipal legislation within the meaning of this Article:
 - (a) The client's name, business or residence address and business or residence telephone number.
 - (b) The period during which the representation will occur.
 - (c) The item or items of municipal legislation for which the firm was retained to represent the client, or, if no specific items of municipal legislation for which the firm was retained to represent the client can be identified, a description of the types of municipal legislation for which the firm was retained to represent the client.
 - (d) Each City agency that the lobbying firm has the authority to attempt to influence on behalf of the client.
 - (e) A letter from the client authorizing the firm to represent the client.
 - (f) In the case of a lobbyist who is an individual contract lobbyist, a statement that he or she has reviewed and understands the requirements of this Article.
 - (g) The name of the person or persons responsible for preparing the statement.
 - (h) Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.
- F. **Filing Registration Statements.** Every lobbying firm shall file its registration statement with the City Ethics Commission and shall attach the registration statements of all lobbyists who are partners, owners, shareholders, officers or employees of the firm. Every lobbyist who is not a partner, owner, shareholder, officer or employee of a lobbying firm shall file his or her registration statement with the City Ethics Commission.

- G. **Amendments to Registrations.** Lobbyists and lobbying firms shall file amendments to their registration statements within 10 days of any change in information required to be set forth on the registration statement.
- H. **Termination.** Any person registered under this Article shall file a Registration Termination form with the City Ethics Commission within 20 days after ceasing all activity governed by this Article.
- I. **Education Requirement.** Every individual who is required to register as a lobbyist shall attend a City lobbying information session conducted by the City Ethics Commission no less than once every two calendar years, according to the following schedule:
 - (1) An individual who has not registered as a lobbyist in the immediately preceding two calendar years shall attend a City lobbying information session within six months of his or her registration date as a lobbyist.
 - (2) A registered lobbyist who did not attend a City lobbying information session during the previous calendar year shall attend a City lobbying session by the end of the current calendar year.
 - (3) A registered lobbyist who attends a City lobbying information session during the current calendar year is not required to attend a City lobbying information session during the following calendar year.

SEC. 48.08

Disclosure Reports

Amended and renumbered by Ordinance No. 175432, effective 9/28/03.

- A. **Reporting Requirement.** Every lobbyist, lobbying firm, lobbyist employer and major filer shall file the quarterly disclosure reports required by this section on or before the last day of the month following each calendar quarter. A report properly addressed and bearing the correct postage shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
 - 1. All lobbyists and lobbying firms shall file quarterly reports for every calendar quarter during which they retain that status. An individual who qualifies both as a lobbyist and lobbying firm shall file only a lobbying firm quarterly report. Lobbyist employers shall file quarterly reports for every calendar quarter during which any individual employed by that employer retains the status as lobbyist. Information required to be disclosed concerning compensation received or expenditures made for lobbying shall be disclosed either by the lobbyist or by his or her lobbying firm or employer.

2. Major filers shall file quarterly reports for every calendar quarter during which they made qualifying payments or incurred qualifying expenditures totaling \$5,000 or more.
3. Quarterly reports shall disclose all required information for the calendar quarter immediately prior to the month in which the report is required to be filed. The reports shall be filed in duplicate (one original and one copy).

B. Quarterly Reports by Lobbyists — Contents. Quarterly reports by lobbyists shall contain the following information:

1. The lobbyist's name, business address and business telephone number.
2. The lobbying firm, if any, of which the lobbyist is a partner, owner, shareholder, officer or employee.
3. If the lobbyist is not a partner, officer or owner of a lobbying firm, the name, address and telephone number of the lobbyist's employer.
4. The date, amount and description of each activity expense of \$25 or more made by the lobbyist during the reporting period, the name and title of the City official benefiting from the expense, the name and address of the payee, and the client, if any, on whose behalf the expense was made. An activity expense shall be considered to be made on behalf of a client if the client requested or authorized the expense or if the expense was made in connection with an event at which the lobbyist attempted to influence the official on behalf of the client.
5. The total amount of activity expenses made by the lobbyist during the reporting period, whether or not itemized.
6. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbyist made contributions of \$100 or more, or which were delivered by the lobbyist, or in connection with which the lobbyist acted as an intermediary during the reporting period, and the date and amount of the contribution.
7. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbyist engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbyist knows or has reason to know were raised as a result of the activity.
8. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbyist at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all

controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.

9. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbyist at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
10. If, during the quarterly reporting period, the lobbyist provided compensated services, including consulting services, to the campaign of any candidate for elective City office, or to a campaign for or against any City ballot measure, the name of the candidate, the elective City office sought by the candidate, the ballot number or letter of the ballot measure, the date of the election, the amount of compensation earned for the compensated services, and a description of the nature of the services provided. Such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, whether the compensation was provided directly to the lobbyist or to such business entity.
11. If, during the quarterly reporting period, the lobbyist provided compensated services under contract with the City or with any City agency, including consulting services, the amount of compensation received, the agency for which the services were provided, a description or other identification of the contract and the nature of the services provided. Such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, whether the compensation was provided directly to the lobbyist or to such business entity.
12. Each City agency that the lobbyist attempted to influence.
13. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

C. **Quarterly Reports by Lobbying Firms — Contents.** Quarterly reports by lobbying firms, including individual contract lobbyists, shall contain the following information:

1. The name, address and telephone number of the firm.

2. The name of each lobbyist who is a partner, owner, shareholder, officer or employee of the firm and whose quarterly report is required to be attached to the report.
3. The original quarterly report of each lobbyist identified pursuant to subdivision 2 above, attached as an exhibit to the report of the lobbying firm.
4. The name, address and telephone number of each client that is required to be registered and was represented by the firm during the reporting period; a description of each item of municipal legislation for which the firm or its lobbyists represented the client during the reporting period; the total amount of payments received by the firm from each client (including all fees, reimbursements for expenses and other payments) during the reporting period for such representation.
5. The total payments received from clients required to be registered by the firm during the reporting period in connection with the firm's representation of clients on municipal legislation.
6. The date, amount and description of each activity expense of \$25 or more made by the lobbying firm during the reporting period, the name and title of the City official benefiting from the expense, the name and address of the payee, and the client, if any, on whose behalf the expense was made. An activity expense shall be considered to be made on behalf of a client if the client requested or authorized the expense or if the expense was made in connection with an event at which the lobbying firm attempted to influence the official on behalf of the client.
7. The total amount of activity expenses made by the lobbying firm during the reporting period, whether or not itemized.
8. The total amount of expenses incurred in connection with attempts by the firm to influence municipal legislation. These expenses shall include:
 - (a) total payments to lobbyists employed by the firm;
 - (b) total payments to employees of the firm, other than lobbyists, who engaged in attempts to influence municipal legislation during the reporting period; and
 - (c) all expenses attributable to attempts to influence municipal legislation, other than overhead, and other expenses that would not be incurred but for the attempts to influence. Each such expense of \$5,000 or more shall be itemized and described.
9. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbying

firm made contributions of \$100 or more, or which were delivered by the lobbying firm, or in connection with which the lobbying firm acted as an intermediary during the reporting period, and the date and amount of the contribution.

10. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbying firm engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbying firm knows or has reason to know were raised as a result of the activity.
11. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbying firm at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
12. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbying firm at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
13. If, during the quarterly reporting period, the lobbying firm provided compensated services, including consulting services, to the campaign of any candidate for elective City office, or to a campaign for or against any City ballot measure, the name of the candidate, the elective City office sought by the candidate, the ballot number or letter of the ballot measure, the date of the election, the amount of compensation earned for the compensated services and a description of the services provided.
14. If, during the quarterly reporting period, the lobbying firm provided compensated services under contract with the City or with any agency, including consulting services, the amount of compensation received, the agency for which the services were provided, a description or other identification of the contract and the nature of the services provided. For an individual contract lobbyist who qualifies as a lobbying firm, such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, regardless of whether the compensation was provided directly to the lobbyist or to such business entity.

15. For an individual contract lobbyist who qualifies as a lobbying firm, each City agency that the lobbyist attempted to influence.
16. The name, address and telephone number of the person responsible for preparing the report.
17. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

D. Quarterly Reports by Lobbyist Employers — Contents. Quarterly reports by lobbyist employers shall contain the following information.

1. The name, address and telephone number of the entity filing the report.
2. The name of each lobbyist who is employed by the entity and whose quarterly report is required to be attached as an exhibit to the report.
3. The original quarterly report of each lobbyist identified pursuant to Subdivision 2 above, attached as an exhibit to the report of the lobbyist employer.
4. Total payments during the reporting period to lobbyists employed by the entity. Such payments shall include solely payments for compensation and reimbursement of expenses relating to the lobbyists' attempts to influence municipal legislation.
5. Total payments to employees of the entity, other than lobbyists, who engaged in attempts to influence municipal legislation during the reporting period. Such payments shall include payments for compensation and reimbursement of expenses relating to such persons' attempts to influence municipal legislation.
6. Total payments for expenses incurred in connection with attempts by the entity during the reporting period to influence municipal legislation. These expenses shall include all expenses attributable to attempts to influence municipal legislation, other than overhead, and other expenses that would not be incurred but for the attempts to influence. Each such expense of \$5,000 or more shall be itemized and described.
7. A description of each item of municipal legislation which the entity attempted to influence during the reporting period.
8. The date, amount and description of each activity expense of \$25 or more made by the lobbyist employer during the reporting period, the name and title of the City official benefiting from the expense, and the name and address of the payee.

9. The total amount of activity expenses made by the lobbyist employer during the reporting period, whether or not itemized.
 10. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbyist employer made contributions of \$100 or more, or which were delivered by the lobbyist employer, or in connection with which the lobbyist employer acted as an intermediary during the reporting period, and the date and amount of the contribution.
 11. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbyist employer engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbyist employer knows or has reason to know were raised as a result of the activity.
 12. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbyist employer at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
 13. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbyist employer at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
 14. The name, address and telephone number of the person responsible for preparing the report.
 15. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.
- E. **Quarterly Reports by Major Filers — Contents.** Quarterly reports by major filers shall contain the following information:
1. The name, address and telephone number of the person filing the report.
 2. A description of each item of municipal legislation which the entity attempted to influence during the reporting period.

3. The total payments made during the reporting period for the purpose of attempting to influence action on each proposed or pending matter of municipal legislation.
4. The name, address and telephone number of the person responsible for preparing the report.
5. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provision of this Article.

SEC. 48.08.5 Copies of Solicitations

Added by Ordinance No. 175432, effective 9/28/03.

Each lobbying entity that produces, pays for, mails or distributes more than 50 substantially similar copies of a written political fundraising solicitation for any controlled committee of an elective City officer or candidate relating to seeking or holding City elective office or supporting or opposing a City ballot measure shall send a copy of the solicitation to the City Ethics Commission for public access, at the time the solicitation is sent or otherwise distributed, and shall report on its next quarterly report the date(s) on which it is mailed or distributed and a general description of the content of the solicitation, the number of pieces mailed or distributed, and name of the elective City officer, or candidate or City ballot measure committee for which the funds were solicited.

SEC. 48.08.6 Lobbying Disclosure — Political Contributions

Added by Ordinance No. 175432, effective 9/28/03.

- A. Each lobbying entity, which makes one or more contributions to an elective City officer and/or to any or all of his or her controlled committees, shall file a notice with the City Ethics Commission each time the making of a contribution results in the lobbying entity having made contributions aggregating more than \$7,000 to the officer and/or his or her controlled committees within the past 12 months. The notice shall be filed on a form prescribed by the Commission within one business day after making a contribution that triggers the filing requirement. The notice shall contain the following information:
 1. The name, address and telephone number of the filer, the name of the elective City officer, and/or any or all of his or her controlled committees, to which the lobbying entity made contributions aggregating more than \$7,000 during the past twelve months, and the date and amount of each contribution.
 2. For purposes of this section, a “controlled committee” does not include any committee controlled by an elective City officer that is
 - (a) formed to support or oppose a ballot measure or

- (b) formed to support the election of that officer to other than elective City office.
- B. The original notice shall be filed with the City Ethics Commission, and copies shall be filed with the City Clerk and the elective City officer involved. Each notice may only include information relative to one elective officer.
- C. The form shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
- D. The form shall be verified under penalty of perjury by the individual filing it or by an officer of the entity authorized to file it.
- E. The City Ethics Commission shall post the information in the notice on its website within one business day of its receipt of the notice. The City Clerk shall make the notice available for inspection within one business day of its receipt.

SEC. 48.08.7 Lobbying Disclosure — Fundraising Activity

Added by Ordinance No. 175432, effective 9/28/03.

- A. Every lobbying entity who within any 12 month period (i) engaged in fundraising activities on behalf of an elective City officer and/or any and all of his or her controlled committees, and which knows or has reason to know that the fundraising activities resulted in contributions, and/or (ii) delivered or acted as an intermediary for one or more contributions to the elective City officer and/or any and all of his or her controlled committees, shall file a notice with the City Ethics Commission any time the activities identified in (i) and/or (ii) aggregate more than \$15,000 in the case of a member of the City Council, or more than \$35,000 in the case of the Mayor, City Attorney, or Controller. The notice shall be filed on a form prescribed by the City Ethics Commission within one business day after any of these thresholds is exceeded. The notice shall contain the following information:
 - 1. The name, address and telephone number of the filer, the name of the elective City officer, and/or any or all of his or her controlled committees, on whose behalf the lobbying entity engaged in fundraising activities, or delivered or acted as intermediary for one or more contributions to the elective City officer and/or any and all of his or her controlled committees, the date of the fundraising activity, and the amount of contributions raised, delivered or in connection with which the lobbying entity acted as an intermediary.
 - 2. For purposes of this section, a “controlled committee” does not include any committee controlled by an elective City officer that is
 - (a) formed to support or oppose a ballot measure or

- (b) formed to support the election of that officer to other than elective City office.
- 3. For purposes of this notification, if a fundraising event is sponsored or hosted by more than one person, the amount of contributions received at or as a result of the event shall be attributed to each lobbying entity who hosted or sponsored the event according to the amount of the contributions that resulted from that lobbying entity's fundraising activities. If a contribution results from the fundraising of more than one person and/or lobbying entity, that contribution shall be apportioned equally to each of the persons and/or lobbying entity that engaged in the fundraising activity.
- B. The original notice shall be filed with the City Ethics Commission, and copies shall be filed with the City Clerk and the elective City officer involved. Each notice may only include information relative to one elective officer.
- C. The form shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
- D. The form shall be verified under penalty of perjury by the individual filing it or by an officer of the entity authorized to file it.
- E. The City Ethics Commission shall post the information in the notice on its website within one business day of its receipt of the notice. The City Clerk shall make the notice available for inspection within one business day of its receipt.

**Sec. 48.08.8 Lobbying Disclosure — Written Communications to
Neighborhood Councils**

Added by Ordinance No. 176034, effective 7/26/04.

- (a) No lobbying entity registered with the City of Los Angeles shall deliver or send to a certified neighborhood council a written communication on behalf of a client, including, but not limited to, letters, faxes, electronic messages, and flyers, without a disclosure indicating that the communication was delivered or sent by that lobbying entity.
- (b) For purposes of subsection (a), the required disclosure shall be printed clearly and legibly in no less than 8-point type in a color or print that contrasts with the background so as to be legible and shall be presented in a clear and conspicuous manner in the written communication. The disclosure shall include all of the following information applicable to the written communication:
 - (1) The name of the lobbyist(s) that prepares, delivers or sends the written communication;

- (2) The name of the registered lobbying firm(s) or lobbyist employer(s) who employs the lobbyist(s) that prepares, delivers or sends the written communication; and,
- (3) The name of the client or clients on whose behalf the lobbying entity prepares, delivers, or sends the written communication in an attempt to influence municipal legislation.

SEC. 48.09 Compliance Measures and Enforcement

Amended by Ordinance No. 169916, effective 8/10/94.

Amended by Ordinance No. 171142, effective 8/3/96.

Amended by Ordinance No. 172942, effective 1/21/00.

Amended by Ordinance No. 178064, effective 1/15/07.

Amended by Ordinance No. 179934, effective 7/21/08.

A. **Audits.** The City Ethics Commission shall have the authority to conduct audits of reports and statements filed pursuant to this Article. Such audits may be conducted on a random basis or when the City Ethics Commission staff has reason to believe that a report or statement may be inaccurate or has not been filed.

B. **Criminal Penalties.**

1. Any person who knowingly or willfully violates any provision of this Article is guilty of a misdemeanor. Any person who knowingly or willfully causes any other person to violate any provision of this article, or who knowingly or willfully aides and abets any other person in violation of any provision of this article, is guilty of a misdemeanor.
2. Prosecution for violation of any provision of this article must be commenced within one year after the date on which the violation occurred.
3. No person convicted of a violation of this Article may act as a lobbyist or otherwise attempt to influence municipal legislation for compensation for one year after such conviction.

C. **Civil Enforcement.**

1. Any person who knowingly violates any provision of Section 48.04 shall be liable in a civil action brought by the City Attorney. Any person who intentionally or negligently violates any other provisions of this Article shall be liable in a civil action brought by the City Attorney. Failure to properly report any receipt or expenditure may result in civil penalties not to exceed the amount not properly reported, or \$2,000, whichever is greater. Any other violation may result in civil penalties no greater than \$2,000. If the court determines that a violation was intentional, the court may order that the defendant be prohibited from acting as a lobbyist or otherwise attempting to influence municipal legislation for one year.

2. In determining the amount of liability pursuant to this subsection, the court shall take into account the seriousness of the violation and the degree of culpability of the defendant.
 3. If two or more persons are responsible for any violation, they shall be jointly and severally liable.
 4. No civil action alleging a violation of this Article shall be filed more than four years after the date the violation occurred.
- D. **Injunction.** The City Attorney on behalf of the people of the City of Los Angeles may seek injunctive relief to enjoin violations of or to compel compliance with the provisions of this article.
- E. **Administrative Penalties.** The City Ethics Commission may impose penalties and issue orders for violation of this Article pursuant to its authority under Charter Section 706(c).
- F. **Late Filing Penalties.** In addition to any other penalty or remedy available, if any person fails to file any report or statement required by this Article, after any deadline imposed by this Article, such person shall be liable to the City Ethics Commission in the amount of twenty-five dollars (\$25) per day after the deadline until the statement or report is filed, up to a maximum amount of \$500. Liability need not be enforced by the Commission if its Executive Officer determines that the late filing was not willful and that enforcement of the penalty would not further the purposes of this Article. No liability shall be waived if a statement or report is not filed within 10 days after the Commission has sent specific written notice to the filer of the filing requirement.
- G. **Restriction on Person Who Violates Certain Laws.**
1. No person shall act or continue to act as a registered lobbyist or lobbying firm if, within the prior four years, that person has been found by the City Ethics Commission, in a proceeding pursuant to Charter Section 706, to have violated City Charter Section 470(k) on any occasion. That determination shall be based either on a finding of the City Ethics Commission made after an administrative hearing or on a stipulation by the lobbyist or lobbying firm entered into with the City Ethics Commission within the previous four years.
 2. If the City Ethics Commission makes a finding that the person has either
 - (1) accepted responsibility for the violation in the form of having entered into a stipulation with the City Ethics Commission in which the party admits the violation, or otherwise exhibits evidence of having accepted such responsibility, or

- (2) mitigated the wrongdoing by taking prompt remedial or corrective action, then the City Ethics Commission may reduce the time period during which the above prohibition would apply to a period of not less than one year.

H. Contract Bidder Certification of Compliance With Lobbying Laws.

1. Any bidder for a contract, as those terms are defined in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under Section 48.02 of this article. The exemptions contained in Section 48.03 of this article and Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.
2. Each agency shall include the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualifications, or other solicitation related to entering into a contract with the City. The ordinance must be provided in at least 10-point font and may be provided on paper, in an electronic format, or through a link to an online version of the ordinance. The ordinance is not required to be printed in a newspaper notice of the solicitation.
3. This subsection does not apply to the renewal, extension, or amendment of an existing contract, as long as the solicitation for the original contact met the requirements in Paragraphs 1 and 2 above and the renewal, extension, or amendment does not involve a new solicitation.
4. For purposes of this subsection, "agency" does not include a state agency operating solely within the City such as the Community Redevelopment Agency or Los Angeles City Housing Authority.

SEC. 48.10 Ethics Commission Reports

Added by Ordinance No. 169916, effective 8/10/94.

As soon as practicable after the close of each quarterly reporting period, the City Ethics Commission shall prepare a report to the Mayor and City Council of lobbying activity which occurred during the reporting period. Such report shall be in a form which, in the opinion of the Commission, best describes the activities, receipts and expenditures of persons subject to the requirements of this article.

SEC. 48.11 Severability

Added by Ordinance No. 169916, effective 8/10/94.

If any provision of this article, or its application to any person or circumstance, is held invalid by any court, the remainder of this article and its application to other persons and circumstances, other than that which has been held invalid, shall not be affected by such invalidity, and to that extent the provisions of this article are declared to be severable.

. . . .
. . . .
. . . .

ORDINANCE NO. 184656

An ordinance adding Article 22 to Chapter I of Division 10 of the Los Angeles Administrative Code to limit City contractors' consideration of the criminal history of applicants for employment.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 22 is added to Chapter I of Division 10 of the Los Angeles Administrative Code to read as follows:

CHAPTER 1, ARTICLE 22

**CITY CONTRACTORS' USE OF CRIMINAL HISTORY FOR
CONSIDERATION OF EMPLOYMENT APPLICATIONS**

SEC. 10.48. PURPOSE.

The City awards many contracts to private firms to provide services to the public and to City government. The City intends that the policies underlying this article serve to guide all of these expenditures of funds to the extent allowed by the law.

Studies show that the disclosure of a criminal conviction by job applicants on application forms often automatically excludes them from consideration of employment regardless of any relationship between the conduct underlying the conviction and the duties and responsibilities of the job, the length of time since the conduct occurred and the risk of the conduct reoccurring on the job. Automatic exclusion of persons with prior criminal convictions from consideration of employment prevents otherwise qualified applicants from obtaining employment and may result in employers hiring less qualified candidates, increases the risk of recidivism of persons so excluded from consideration and disparately impacts persons of certain races and national origin.

In 2013, the State Legislature passed and the Governor signed Assembly Bill No. 218, which amended the State's Labor Code to prevent the State and local governments from seeking disclosure of conviction history from employment applicants until the agency has determined the applicant meets the minimum employment qualifications. In April 2014, the City of Los Angeles implemented AB 218 by removing questions regarding criminal convictions from employment applications, reviewing a job applicant's criminal history only after a position eligibility list is prepared, and considering, among other things, the relationship between the conviction and the duties of the position.

In November 2015, the President of the United States announced that the federal government and federal contractors could not consider job applicants' criminal convictions in the initial stages of the employment process. Numerous other cities

have similarly adopted regulations preventing inquiry into job applicants' criminal history until after it is determine they are qualified for the position.

This ordinance expands the rights afforded applicants for employment with the City's contractors and subcontractors. Specifically, such employers will be prohibited from inquiring into an employment applicant's criminal history unless and until a conditional offer of employment is made to the applicant. An employer that fails to comply with the requirements of this ordinance will be subject to, among other things, termination of its City contract.

SEC. 10.48.1. DEFINITIONS.

The following definitions shall apply to this article:

A. **"Adverse Action"** means an Employer's withdrawal or cancellation of a Conditional Offer of Employment made to an Applicant or a failure or refusal to employ the Applicant.

B. **"Applicant"** means an individual who submits an application or other documentation for Employment.

C. **"Awarding Authority"** means any subordinate or component entity or person of the City, such as a department or Board of Commissioners that has the authority to award or enter into a Contract. This shall not include any department that has control of its own funds under Charter Section 500(c).

D. **"City"** means the City of Los Angeles and all Awarding Authorities.

E. **"Conditional Offer of Employment"** means a Contractor's or Subcontractor's offer of Employment to an Applicant conditioned only on an assessment of the Applicant's Criminal History, if any, and the duties and responsibilities of the Employment position.

F. **"Contract"** means any agreement, franchise, lease, or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

G. **"Contractor"** means any Employer that enters into a Contract with the City.

H. **"Conviction"** means a record from any jurisdiction that includes information indicating that a person has been convicted of a felony or

misdemeanor, provided that the conviction is one for which the person has been placed on probation, fined, imprisoned or paroled.

I. **“Criminal History”** means information regarding one or more Convictions, transmitted orally or in writing or by any other means, and obtained from any source, including, but not limited to, the individual to whom the information pertains and a Criminal History Report.

J. **“Criminal History Report”** means any criminal history report, including, but not limited to, those produced by the California Department of Justice, the Federal Bureau of Investigation, other law enforcement or police agencies, or courts, or by any consumer reporting agency or business or employment screening agency or business.

K. **“Designated Administrative Agency”** or **“DAA”** means the Department of Public Works, Bureau of Contract Administration, who shall bear administrative responsibilities under this article.

L. **“Employee”** means an individual who has Employment with an Employer.

M. **“Employer”** means any individual, firm, corporation, partnership, labor organization, group of persons, association, or other organization however organized, that enters into a Contract with the City, or a contract with a Contractor or Subcontractor, and that employs ten or more Employees, including the owner or owners and management and supervisory employees. “Employer” does not include any local governmental unit or any unit of the state government or the federal government.

N. **“Employment”** means any occupation, vocation, job or work performed in the City, including, but not limited to, temporary or seasonal work, part-time work, contracted work, contingent work, work on commission, and work through the services of a temporary or other employment agency, or any form of vocational or educational training with or without pay.

O. **“Fair Chance Process”** means an opportunity for an Applicant to provide information or documentation to an Employer regarding the accuracy of his/her Criminal History or Criminal History Report or that should be considered in the Employer’s assessment performed pursuant to Section 10.48.3(A), such as evidence of rehabilitation or other mitigating factors.

P. **“Inquire”** means any direct or indirect conduct intended to gather Criminal History information from or about an Applicant, using any mode of communication, including but not limited to application forms, interviews and Criminal History Reports.

Q. **“Subcontractor”** means any Employer that enters into a contract with a Contractor or Subcontractor to assist in performing the services to the City under a Contract.

SEC. 10.48.2. EMPLOYMENT APPLICATION PROCEDURES.

A. A Contractor or Subcontractor shall not include on any application for Employment any questions that seek the disclosure of an Applicant's Criminal History.

B. A Contractor or Subcontractor shall not, at any time or by any means, inquire about or require disclosure of an Applicant's Criminal History unless and until a Conditional Offer of Employment has been made to the Applicant.

SEC. 10.48.3. EMPLOYER ASSESSMENT OF CRIMINAL HISTORY.

A. A Contractor or Subcontractor shall not take an Adverse Action against an Applicant to whom a Conditional Offer of Employment has been made based on an Applicant's Criminal History unless the Contractor or Subcontractor performs a written assessment that effectively links the specific aspects of the Applicant's Criminal History with the risks inherent in the duties of the Employment position sought by the Applicant. In performing the assessment, the Contractor or Subcontractor shall, at a minimum, consider the factors identified by the United States Equal Employment Opportunity Commission and other factors as may be required by rules and guidelines promulgated by the DAA.

B. A Contractor or Subcontractor, prior to taking an Adverse Action against an Applicant, shall provide that person a Fair Chance Process, including the provision of written notification of the proposed Adverse Action, a copy of the written assessment performed pursuant to Section 10.48.3(A) and any other information or documentation supporting the Employer's proposed Adverse Action. The Contractor or Subcontractor shall not take an Adverse Action or fill the Employment position sought by the Applicant for a period of at least five business days after the Applicant is informed of the proposed Adverse Action in order to allow the Applicant to complete the Fair Chance Process. If the Applicant provides the Contractor or Subcontractor with any information or documentation pursuant to the Fair Chance Process, then the Contractor or Subcontractor shall consider the information or documentation and perform a written reassessment of the proposed Adverse Action. If the Contractor or Subcontractor, after performing the reassessment of the proposed Adverse Action, takes an Adverse Action against the Applicant, then the Contractor or Subcontractor shall notify the Applicant of the decision and provide the Applicant with a copy of the written reassessment.

SEC. 10.48.4. NOTICE AND POSTING REQUIREMENTS FOR EMPLOYERS.

A. Contractors and Subcontractors shall state in all solicitations or advertisements seeking Applicants for Employment that they will consider for

employment qualified Applicants with Criminal Histories in a manner consistent with the requirements of this article.

B. Contractors and Subcontractors shall post a notice informing Applicants of the provisions of this article in a conspicuous place at every workplace, job site or other location in the City under the Contractor's or Subcontractor's control visited by Employment Applicants, and shall send a copy of the notice to each labor union or representative of workers with which they have a collective bargaining agreement or other agreement or understanding that is applicable to Employees in the City.

SEC. 10.48.5. RETALIATION PROHIBITED.

A Contractor or Subcontractor shall not discharge, reduce the compensation of, or otherwise take any adverse employment actions against any Employee for complaining to the City with regard to the Contractor's or Subcontractor's compliance or anticipated compliance with this article, for opposing any practice proscribed by this article, for participating in proceedings related to this article, for seeking to enforce his or her rights under this article by any lawful means, or for otherwise asserting any rights under this article.

SEC. 10.48.6. RECORD RETENTION.

Contractors and Subcontractors shall retain Applicants' Employment applications and the written assessment and reassessment performed pursuant to this article for a period of three years following the receipt of an Applicant's Employment application. Contractors and Subcontractors shall, upon request, provide the records and documents or access to the records and documents to the DAA in an administrative investigation under this article.

SEC. 10.48.7. EXCEPTIONS FROM EMPLOYMENT APPLICATION PROCEDURES.

Sections 10.48.2, 10.48.3 and 10.48.4(A) do not apply in the following circumstances:

A. The Contractor or Subcontractor is required by law to obtain information regarding a Conviction of an Applicant.

B. The Applicant would be required to possess or use a firearm in the course of his or her Employment.

C. An individual who has been convicted of a crime is prohibited by law from holding the position sought by the Applicant, regardless of whether that conviction has been expunged, judicially ordered sealed, statutorily eradicated or judicially dismissed following probation.

D. A Contractor or Subcontractor is prohibited by law from hiring an Applicant who has been convicted of a crime.

SEC. 10.48.8. ENFORCEMENT.

A. An Applicant for Employment or Employee alleging violation of this article may, within one year of the alleged violation, bring a civil action in a court of competent jurisdiction against a Contractor or Subcontractor, and shall be awarded the penalty set forth in this article and any other legal and/or equitable relief as may be appropriate to remedy the violation.

B. Compliance with this article shall be required in all Contracts to which it applies, and each Contract shall provide that violation of this article shall constitute a material breach thereof and entitle the City to terminate the Contract and otherwise pursue available legal remedies.

C. An Applicant for Employment with a Contractor or Subcontractor alleging violation of Sections 10.48.2, 10.48.3 or 10.48.4, or an Employee alleging violation of Section 10.48.4 or 10.48.5 may, within one year of the alleged violation, report the alleged violation to the DAA, which shall investigate the complaint. The Contractor or Subcontractor shall cooperate in such investigation. The DAA, as a part of its investigation, may request the Board of Public Works to issue a subpoena for Contractor or Subcontractor records and documents and for other books, papers, records and other items relevant to the enforcement of this article. Whether based upon a complaint or its own investigation of a violation of any of the provisions of this article, where the DAA has determined that a Contractor or Subcontractor has violated this article, the DAA shall issue a written notice to the Contractor or Subcontractor that the violation is to be corrected within ten days and impose an administrative fine as set forth in this article. In the event that the Contractor or Subcontractor has not demonstrated to the DAA that the Contractor or Subcontractor has timely cured the violation, the DAA may then:

(1) Request the Awarding Authority to declare a material breach of the Contract and exercise its contractual remedies thereunder, which are to include, but not be limited to, termination of the Contract and the return of any monies paid by the City for services not yet rendered;

(2) Request that the Awarding Authority document the determination in the Contractor Evaluation required under Los Angeles Administrative Code Section 10.39, et seq.;

(3) Require that the Contractor document the determination in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40, et seq.; and/or

(4) Request the City Attorney to bring a civil action against the Contractor or Subcontractor seeking an order declaring that the Contractor or Subcontractor violated this article and/or preventing the Contractor or Subcontractor from future violations of this article.

D. The DAA shall establish rules governing the administrative process for investigation and enforcement of alleged violations and appeal of determinations of violations. The rules shall include procedures for: (i) providing notice of an alleged violation to the Contractor or Subcontractor; (ii) providing the Contractor or Subcontractor with the opportunity to respond to the notice; (iii) providing notice to the Contractor or Subcontractor and the Applicant or Employee of the DAA's determination; and (iv) providing the Contractor or Subcontractor and the Applicant or Employee the opportunity to appeal the DAA's determination to a hearing officer. The hearing officer's decision shall constitute the City's final decision, and any review of that decision shall be made by the filing of a petition for writ of mandate in the Superior Court of the County of Los Angeles under Section 1094.5 of the Code of Civil Procedure.

E. The DAA shall maintain a record of the complaints it receives alleging violations of this article and the resolution of complaints. The DAA shall compile a summary of the record of the complaints on an annual basis and report that summary to the Council.

F. Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for violation of this article.

SEC. 10.48.9. PENALTY/ADMINISTRATIVE FINE SCHEDULE.

A. Penalties and administrative fines for a Contractor or Subcontractor violation of any provision of this article, other than Sections 10.48.4, 10.48.6 or failure to cooperate under 10.48.8, shall be up to \$500 for the first violation, up to \$1,000 for the second violation and up to \$2,000 for the third and subsequent violations. The penalties and administrative fines for a Contractor or Subcontractor violation of Sections 10.48.4, 10.48.6 or failure to cooperate under 10.48.8 shall not exceed \$500 for each violation.

B. The amount of the penalty or administrative fine imposed may be based on the willfulness of the Contractor's or Subcontractor's action(s) and other material factors as determined by the DAA.

C. For purposes of determining the penalty or administrative fine to be imposed for Contractor or Subcontractor violations of the article may be treated as separate violations and subject to the penalty or administrative fine amounts set forth therein.

D. Administrative fines shall be payable to the City of Los Angeles and due within 30 days from the date of notice to the Employer. The failure of any Employer to

pay an administrative fine within 30 days shall result in the assessment of a late fee. The amount of the late fee shall be ten percent of the total amount of the administrative fine assessed for each month the amount is unpaid, compounded to include already accrued late administrative fines that remain unpaid.

E. The failure of any Employer to pay amounts due to the City under this article when due shall constitute a debt to the City. The City may file a civil action or pursue any other legal remedy to collect such money.

F. The amount of the administrative fine paid by a Contractor or Subcontractor for a violation of this article may be awarded by the City to the Applicant or Employee up to a maximum of \$500 per violation.

SEC. 10.48.10. IMPLEMENTATION.

The DAA shall promulgate guidelines and rules consistent with this article for the implementation of the provisions of this article. Guidelines and rules shall have the force and effect of law.

SEC. 10.48.11. CONFLICTS.

Nothing in this article shall be interpreted or applied so as to create any requirement, power or duty in conflict with federal or state law. Specifically, the requirements of this article are not intended to limit, restrict or nullify any duty, right or obligation of an Applicant or an Employer under the Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000e, et seq.), and the enforcement guidelines promulgated by the U.S. Equal Employment Opportunity Commission.

SEC. 10.48.12. PROMOTION OF GENERAL WELFARE.

In enacting and implementing this article, the City is assuming an undertaking only to promote the general welfare. The City is not assuming, nor is it imposing on its officers and employees, an obligation for breach of which the City or its officers and employees are liable for any damages, including monetary damages, to any person who claims that such breach proximately caused injury. This article does not create a legally enforceable right against the City.

SEC. 10.48.13. SEVERABILITY.


If any part or provision of this article, including, but not limited to, a section, subsection, paragraph, sentence, phrase or word, or the application thereof to any person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this article. The City Council hereby declares that it would have adopted this article and each and every section, subsection, paragraph, sentence, phrase and word hereof not declared

invalid or unconstitutional, without regard to whether any portion of this article would be subsequently declared invalid or unconstitutional.


Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles NOV 5 0 2016, and was passed at its meeting of NOV 5 0 2016.

HOLLY L. WOLCOTT, City Clerk


By  Deputy

Approved 09 DEC 2016


Mayor

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By 
CURTIS S. KIDDER
Assistant City Attorney

Date 9-23-2016

File No. 14-0746

DECLARATION OF POSTING ORDINANCE

I, JUAN VERANO, state as follows: I am, and was at all times hereinafter mentioned, a resident of the State of California, over the age of eighteen years, and a Deputy City Clerk of the City of Los Angeles, California.

Ordinance No. 184653 – Adding Article 22 to Chapter I of Division 10 of the Los Angeles

Administrative Code to limit City contractors' consideration of the criminal history of

applicants for employment – a copy of which is hereto attached, was finally adopted by the Los Angeles City Council on **November 30, 2016**, and under the direction of said City Council and the City Clerk, pursuant to Section 251 of the Charter of the City of Los Angeles and Ordinance No. 172959, on **December 13, 2016** I posted a true copy of said ordinance at each of the three public places located in the City of Los Angeles, California, as follows: 1) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; 2) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; 3) one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Copies of said ordinance were posted conspicuously beginning on **December 13, 2016** and will be continuously posted for ten or more days.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this **13th** day of **December 2016** at Los Angeles, California.



Juan Verano, Deputy City Clerk

Ordinance Effective Date: **January 22, 2017**

Council File No. **14-0746**

ORDINANCE NO. 181910

An ordinance adding Article 21 to Division 10, Chapter 1 of the Los Angeles Administrative Code establishing a Local Business Preference Program for the City's procurement of goods, equipment and services, including construction, when the contract involves an expenditure in excess of \$150,000.00.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

CHAPTER I, ARTICLE 21

LOCAL BUSINESS PREFERENCE PROGRAM

Section 1. Article 21 is added to Division 10, Chapter 1 of the Los Angeles Administrative Code to read as follows:

Sec. 10.47. Findings and Purpose.

Pursuant to City Charter Section 371, the City Council hereby adopts a Local Business Preference Program and makes the following findings. The City has a proprietary interest in leveraging, to the greatest extent possible, the millions of dollars it spends yearly contracting with private firms for goods, equipment and services to and for the benefit of the City and its residents. The City has a proprietary interest in leveling the playing field among those entities competing for City contracts, to assure the greatest level of competition possible, to decrease local unemployment, and to increase its revenues. Significant benefits are associated with a Local Business Preference Program. These include an increase in local jobs and expenditures in the local private sector. Preference programs in other jurisdictions have been successful where the business conditions approximate the conditions currently being experienced in the Los Angeles area. For example, preference programs work best where unemployment is high. Unemployment in Los Angeles County is at an historical high. The Los Angeles area also hosts a range of local markets to manage the necessary transportation and logistical support for local contractor services.

Historically, many of the larger cities within the County, especially the City of Los Angeles itself, experience labor costs that are among the highest in the nation. Los Angeles area labor costs are more than 5% higher than the hourly wages in competing neighboring states. Business space in the Los Angeles metropolitan area is even more costly than comparable space in other counties and states. Specifically, average office rents in the Los Angeles area are 40% higher than the national average and almost 30% higher than those in neighboring counties, including San Bernardino and Riverside. On a national level, Los Angeles is one of the ten most expensive places to do business as a result of the local tax and fee structure. All corporations in California are subject to a corporate tax that is among the highest in the nation. These conditions create a very expensive climate in which local businesses must compete. The cost of doing business

in Los Angeles is more than 10% higher than other cities. Local businesses confront cost structures that are weighted much heavier, in terms of labor and costs of doing business, than competitive firms that are located in outlying counties or other states.

This narrowly tailored preference program is fashioned to encourage businesses to compete for City contracting opportunities, to locate operations in the City, and to encourage existing local businesses to refrain from relocating to different, less expensive areas.

Sec. 10.47.1. Definitions.

The following definitions shall apply to this Section:

A. **“Awarding Authority”** means any Board or Commission of the City, or any employee or officer of the City, except those of departments that control their own funds, authorized to award or enter into any Contract, as defined in this Article, on behalf of the City. The Proprietary Departments and the Departments of Recreation and Parks, Library and the Community Redevelopment Agency are strongly encouraged to adopt local preference programs consonant with the provisions in this Article.

B. **“Bid”** means any response to a City solicitation for bids pursuant to Charter Section 371.

C. **“City”** means the City of Los Angeles.

D. **“Contract”** means a written agreement involving consideration in excess of \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.

E. **“Contractor”** means the person, business or entity awarded the Contract by the Awarding Authority.

F. **“County”** means the County of Los Angeles.

G. **“Designated Administrative Agency,” or “DAA,”** means the Department of Public Works, Bureau of Contract Administration.

H. **“Local Business”** means a business entity that meets all of the criteria established under this Article.

I. **“Local Subcontractor”** means a subcontractor that meets the same criteria as a “Local Business” as defined in this Article.

J. **“Proposal”** means any response to a City solicitation for Proposals pursuant to Charter Section 372.

Sec. 10.47.2. Qualified Local Business.

A Local Business for purposes of this Article must satisfy all of the following criteria, as certified by the DAA:

A. The business occupies work space within the County. The business must submit proof of occupancy to the City by supplying evidence of a lease, deed or other sufficient evidence demonstrating that the business is located within the County.

B. The business must submit proof to the City demonstrating that the business is in compliance with all applicable laws relating to licensing and is not delinquent on any Los Angeles City or Los Angeles County taxes.

C. The business must submit proof to the City demonstrating one of the following:

(1) The business must demonstrate that at least 50 of full-time employees of the business perform work within the boundaries of the County at least 60 percent of their total, regular hours worked on an annual basis, or;

(2) The business must demonstrate that at least half of the full-time employees 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; or

(3) The business must demonstrate that it is headquartered in the County. For purposes of this Article, the term "headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the County.

Sec. 10.47.3. Provisionally Qualified Local Business.

A business that has not yet established operations in Los Angeles and therefore is unable to qualify under the terms of Section 10.47.2 may, as an alternative, qualify as a Local Business on a provisional basis if the Contractor satisfies all of the following criteria, as certified by the DAA:

A. The proposed Contract between the Contractor and the City involves consideration valued at no less than \$1,000,000 and has a term of no less than three years;

B. The Contractor can demonstrate that the Contractor is a party to an enforceable, contractual right to occupy commercial space within the County and its occupancy will commence no later than 60 days after the date on which the

Contract with the City is executed. The Contractor must demonstrate proof of occupancy or an enforceable right to occupancy in the County by submitting to the City a lease, deed or other sufficient evidence; and

C. The Contractor can demonstrate that, before the Contractor is scheduled to begin performance under the Contract with the City, the Contractor will satisfy the requirements of Subsection C of Section 10.47.2. The Contractor must demonstrate proof of ability to satisfy the requirements of Subsection C of Section 10.47.2 by submitting to the City a business plan or other evidence deemed sufficient by the DAA.

Sec. 10.47.4. Local Business Preference.

Awarding Authorities shall grant an eight percent Local Business Preference to Local Businesses for Contracts involving consideration in excess of \$150,000.00. This Article is not adopted in the City's regulatory capacity.

Sec. 10.47.5. Application of The Preference to Bids And Proposals.

The Local Business Preference shall be applied to Bids and Proposals in the Following Manner:

A. When applying the Local Business Preference to a Bid, the Awarding Authority shall apply the preference to the Bid price solely for Bid evaluation purposes such that the total price bid by a Local Business shall be reduced by eight percent of the amount bid by that Local Business, and the reduced Bid amount shall be deemed the amount bid by that bidder. The Contract price shall in all events be the amount Bid by the successful bidder awarded the Contract.

B. When applying the Local Business Preference to a Proposal, the Awarding Authority shall apply the preference in the form of additional points to the Proposal's final score such that the score awarded to a Proposal submitted by a Local Business is increased by eight percent of the total possible evaluation points.

Sec. 10.47.6. Local Subcontractor Preference.

The Awarding Authority shall provide a preference of up to five percent, to a Bid or Proposal submitted by a business that does not qualify as a Local Business, but that identifies a qualifying Local Subcontractor to perform work under the Contract, provided the Local Subcontractor satisfies the criteria enumerated in Sections 10.47.2 and 10.47.7.

Sec. 10.47.7. Application of the Local Subcontractor Preference.

The Local Subcontractor Preference shall be applied to Bids and Proposals in the following manner:

A. When applying the preference to a Bid, the Awarding Authority shall provide a one percent preference, up to a maximum of five percent, to the Bid price for every ten percent of the cost of the proposed work to be performed by the Local Subcontractor or Local Subcontractors.

B. When applying the Local Subcontractor Preference to a Proposal, the score awarded by the Awarding Authority to the Proposal submitted shall be increased by one percent of the total possible evaluation points, up to a maximum of five percent, for every ten percent of the total cost of the proposed work under the contract to be performed by a Local Subcontractor or Local Subcontractors; provided that each Local Subcontractor, the work of the Local Subcontractor and the cost of the work of the Local Subcontractor are specified clearly in the Proposal.

Sec. 10.47.8. Additional Requirements.

The preferences authorized under this Article shall be subject to the following additional requirements:

(1) The preferences awarded for services shall be applied only if the services are provided directly by the Local Business or Local Subcontractor using employees whose exclusive, primary working location is in Los Angeles County;

(2) The preferences awarded for equipment, goods or materials shall be applied only if the Local Business or the Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials, at a business location in Los Angeles County. As used in this Section, "substantially" means not less than two thirds of the work performed under the Contract must be performed, respectively, by the Local Business or Local Subcontractor;

(3) The maximum Bid or Proposal preference shall not exceed one million dollars for any Bid or Proposal;

(4) The preferences applied pursuant to this Article shall be utilized solely for the purpose of evaluating and selecting the Contractor to be awarded the corresponding Contract. Except as provided pursuant to Section 10.47.9, the preference points shall in no way lower or alter the Contract price, which shall in the case of a Bid reflect the amount Bid by

the successful Local Business before the application of preference points or, in the case of a Proposal, reflect the amount proposed by the Local Business in the Proposal before the application of preference points;

(5) This Article neither creates a right to receive a Bid or Proposal preference, nor the duty to grant a Bid or Proposal preference;

(6) An Awarding Authority may, at anytime before the award of a Contract, determine that it is not in the City's best interest to grant a Bid or Proposal preference and award the Contract to the bidder or proposer eligible for the award without consideration of the provisions of this Article; and

(7) This Article applies only to contracts that involve the expenditure of funds entirely within the City's control and shall not apply to contracts that involve the expenditure of funds that are not entirely within the City's control, such as state and federal grant funds, that due to legal restrictions prohibit its application.

Sec. 10.47.9. Effect of Failure to Maintain Status as Local Business.

A. If for any reason the Contractor fails to qualify as a Local Business for more than 60 days during the entire term of the Contract, the Awarding Authority shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the Bid or Proposal Preference.

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 Bid or Proposal Preference.

C. For purposes of determining the value of the Bid or Proposal Preference in Subsections A and B herein, the Awarding Authority may withhold or recover the difference in Bid or Proposal price between the Contractor's Bid or Proposal and the Bid or Proposal of the next most competitive Bid or Proposal that did not receive the award of the Contract by the Awarding Authority. In addition, the Awarding Authority may withhold or recover the amount representing any other additional cost or detriment to the City from the Contractor's failure to maintain the Contractor's status as a Local Business for more than 60 days during the term of the Contract.

D. If a Contractor fails to maintain the Contractor's status as a Local Business for more than 60 days during the term of the Contract, as specified in Subsection A and B herein, the failure is subject to recording and reporting requirements as specified under Articles 13 and 14, Chapter 1, Division 10 of the Los Angeles Administrative Code (Contractor Performance Evaluation and Contractor Responsibility Ordinance.)

E. The remedies available to the City under this Subsection are cumulative to all other rights and remedies available to the City.

Sec. 10.47.10. Administration.

The Department of Public Works, Bureau of Contract Administration is the Designated Administrative Agency (DAA) with regard to this Article and shall have the authority to coordinate the administration of this Article. The DAA shall make determinations regarding whether a business qualifies as a Local Business, a Provisionally Qualified Local Business or Local Subcontractor. The DAA shall have broad discretion to promulgate rules to implement and supplement this Article. The DAA may audit Contractors and Subcontractors and monitor compliance, including the investigation of claimed violations.


Sec. 10.47.11. Timing of Application.

The provisions of this Article shall apply to all competitive Bid or Proposal contracts for which solicitations are issued after the effective date of the ordinance adopting this Article.


Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of OCT 14 2011.

JUNE LAGMAY, City Clerk

By  _____ Deputy

Approved OCT 19 2011 _____

 _____ Mayor

Approved as to Form and Legality:

CARMEN A. TRUTANICH, City Attorney

By  _____
LAUREL L. LIGHTNER
Assistant City Attorney

Date October 4, 2011

File No. 11-1673

ORDINANCE NO. 173677

An ordinance amending Chapter 1 of Division 10 of the Los Angeles Administrative Code to add Article 14 in order to implement a contractor responsibility program.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 14 is hereby added to Chapter 1 of Division 10 of the Los Angeles Administrative Code to read:

ARTICLE 14

CONTRACTOR RESPONSIBILITY PROGRAM

Sec. 10.40. Purpose.

Each year the City spends millions of dollars contracting for the delivery of products and services from private sector contractors. The prudent expenditure of public dollars requires that the City's procurement process result in the selection of qualified and responsible contractors who have the capability to perform the contract. Further, many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to others for a variety of purposes. The City expends grant funds under programs created by federal and state government. The City intends that the procurement procedures set forth in this Article guide the expenditure of federal and state grant funds to the extent permitted by federal or state procurement regulations.

Sec. 10.40.1 Definitions.

(a) **"Awarding Authority"** means any Board or Commission of the City of Los Angeles, or any employee or officer of the City of Los Angeles, that is authorized to award or enter into any contract as defined herein, on behalf of the City of Los Angeles, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of this Article.

(b) **"Contract"** means any agreement for the performance of any work or service, the provision of any goods, equipment, materials or supplies, or the rendition of any service to the City or to the public, or the grant of City financial assistance or a public lease or license, which is let, awarded or entered into by, or on behalf of, the City

of Los Angeles. Contracts for services which are less than three months and less than Twenty-Five Thousand Dollars (\$25,000.00) are not covered by this Article. Contracts for purchasing goods and products which are less than One Hundred Thousand Dollars (\$100,00.00) are not covered by this Article, unless they are contracts for the purchase of garments such as uniforms or other apparel, in which case they are only exempt from this Article if they are less than Twenty-Five Thousand Dollars (\$25,000.00). Construction contracts are covered by this Article without regard to threshold amount.

(c) “**Contractor**” means any person, firm, corporation, partnership, association or any combination thereof, which enters into a Contract with any awarding authority of the City of Los Angeles and includes a recipient of City financial assistance and a public lessee or licensee.

(d) “**Subcontractor**” means any person not an employee who enters into a contract with a contractor to assist the contractor in performing a contract, including a contractor or subcontractor of a public lessee or licensee or sublessee or sublicensee. to perform or assist in performing services on the leased or licensed premises. The term subcontractor does not include vendors or suppliers to City purchasing contractors, unless the purchasing contract is for the purchase of garments such as uniforms or other apparel.

(e) “**Bidder**” means any person or entity that applies for any contract whether or not the application process is through an Invitation for Bid, Request for Proposal, Request for Qualifications or other procurement process.

(f) “**Bid**” means any application submitted by a bidder in response to an Invitation for Bid, Request for Proposal or Request for Qualifications or other procurement process.

(g) “**Invitation for Bid**” means the process through which the City solicits Bids including Requests for Proposals and Requests for Qualifications.

(h) “**City Financial Assistance Recipient**” means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance

for purposes of this Article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7672(f). A recipient shall not be deemed to include lessees and sublessees.

(i) **“Public Lease or License”** means a lease or license of City property as defined in the Living Wage Ordinance, Section 10.37 et seq. of Article 11, Chapter I of Division 10 of the Los Angeles Administrative Code.

(j) **“Designated Administrative Agency (DAA)”** means the City department(s), board(s), or office(s) designated by City Council to bear administrative responsibilities under this Article. The City Clerk shall maintain a record of such designation.

Sec. 10.40.2 Determination of Contractor Responsibility

(a) Prior to awarding a contract, the City shall make a determination that the prospective contractor is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. Responsibility will be determined by each awarding authority from reliable information concerning a number of criteria, including but not limited to: management expertise; technical qualifications; experience; organization, material, equipment and facilities necessary to perform the work; financial resources; satisfactory performance of other contracts; satisfactory record of compliance with relevant laws and regulations; and satisfactory record of business integrity.

(b) Every bidder for a City contract must complete and submit with its bid a questionnaire developed by the DAA which will provide information the awarding authority needs in order to determine if the bidder meets the criteria set forth in paragraph (a) of this Section. If no bid is required, the prospective contractor must submit a questionnaire. The response to the questionnaire must be signed under penalty of perjury. If, **after** execution of a contract, the City learns that the contractor submitted false information on the questionnaire, the City may terminate the contract and pursue the remedies set forth in Section 10.40.6 of this Article. The contractor shall be obligated to update its responses to the questionnaire during the term of the contract within thirty calendar days after any change to the responses previously provided if such change would affect contractors fitness and ability to continue performing the contract. The City may consider failure of the contractor to update the questionnaire with this information as a material breach of the contract and invoke the remedies set forth in Section 10.40.6 of this Article.

(c) There shall be a period of no fewer than fourteen calendar days between the date for receipt of bids and the award of the contract in order to allow full review of questionnaires submitted by bidders. If no bid is required, the prospective contractor must submit a questionnaire no fewer than fourteen calendar days prior to execution of the contract in order to allow full review of the questionnaire. Questionnaires will be public records and information contained therein will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. The awarding authority may rely on responses to the questionnaire, information from compliance and regulatory agencies and/or independent investigation to determine bidder responsibility.

(d) Before being declared non-responsible, a bidder shall be notified of the proposed determination of non-responsibility, served with a summary of the information upon which the awarding authority is relying and provided with an opportunity to be heard in accordance with applicable law. At the responsibility hearing, the bidder will be allowed to rebut adverse information and to present evidence that it has the necessary quality, fitness and capacity to perform the work. The bidder must exercise its right to request a hearing within five calendar days after receipt of such notice. Failure to submit a written request for a hearing within the time frame set forth in this Section, will be deemed a waiver of the right to such a hearing and the awarding authority may proceed to determine whether or not the award of the contract should be made to another bidder or whether or not the bidder is non-responsible for this and future contracts. The determination by an awarding authority that the bidder is non-responsible shall be final and constitute exhaustion of the bidder's administrative remedies.

(e) A list of individuals and entities which have been determined to be non-responsible by the City shall be maintained by the DAA. After two years from the date the individual or entity has been determined to be non-responsible, the individual or entity may request removal from the list by the awarding authority. If the individual or entity can satisfy the awarding authority that it has the necessary quality, fitness, and capacity to perform work in accordance with the criteria set forth in paragraph (a) of this Section, its name shall be removed from the list. Unless otherwise removed from the list by the awarding authority, names shall remain on the list for five years from the date of being declared non-responsible.

(f) Contractors shall ensure that their subcontractors meet the criteria for responsibility as set forth in paragraph (a) of this Section, unless the subcontract is below the threshold requirements for contracts contained in Section 10.40.1 (b).

Sec. 10.40.3 Compliance with all laws.

(a) Contractors shall comply with all applicable federal, state and local

laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

(b) Contractors shall notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the contractor is not in compliance with paragraph (a) of this Section. Initiation of an investigation is not, by itself, a basis for a determination of non-responsibility by an awarding authority.

(c) Contractors shall notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a) of this Section.

(d) Upon award of a contract, contractors shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section. Whenever any contract, which was not initially subject to this Article is amended, the contractor shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section.

(e) Contractors shall ensure that their subcontractors complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section, unless the subcontract is below the threshold requirements for Contracts contained in Section 10.40.1 (b).

(f) Contractors shall ensure that their subcontractors comply with paragraphs (b) and (c) of this Section, unless the subcontract is below the threshold requirements for contracts contained in Section 10.40.1 (b).

Sec.10.40.4. Exemptions.

(a) In order to promote the purposes of this Article and to protect the City's interests, the following contracts are exempt from its application:

(1) Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such public status.

(2) Contracts for the investment of trust moneys or agreements relating to the management of trust assets.

(3) Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(b) In order to promote the purposes of this Article and to protect the City's interests, the following contracts are exempt from application of Section 10.40.2 of this Article:

(1) Contracts awarded on the basis of exigent circumstances whenever any awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted unless exempted from the provisions of Section 10.40.2 of this Article. This finding must be approved by the DAA prior to contract execution.

(2) Contracts awarded on the basis of urgent necessity in accordance with Charter Section 371(e) (5).

(3) Contracts entered into pursuant to Charter Section 371 (e) (6).

(4) Contracts entered into pursuant to Charter Section 371 03 (7).

(5) Contracts entered into pursuant to Charter Section 371 (e) (8).

(6) Contracts where the goods or services are proprietary or only available from a single source.

Sec.10.40.5 Administration

(a) The DAA shall promulgate rules and regulations for implementation of this Article. Said rules shall be submitted to City Council for consideration within sixty days after the effective date of this Ordinance.

(b) The DAA shall develop a questionnaire to be used by awarding authorities for determining bidder responsibility within sixty days after the effective date of this Ordinance.

(c) The DAA shall monitor compliance with this Article including investigation of alleged violations.

Sec.10.40.6. Enforcement

(a) Contracts shall provide that violation of this Article shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(b) Compliance with Section 10.40.3 of this Article shall be required in contract amendments, if the initial contract was not subject to the provisions of this Article. Contract amendments shall provide that violation of Section 10.40.3 shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(c) Violations of this Article may be reported to the DAA which shall investigate such complaint. Whether based upon such complaint or otherwise, if the DAA has determined that the contractor has violated any provision of this Article, the DAA shall issue a written notice to the contractor that the violation is to be corrected within ten calendar days from receipt of notice. In the event the contractor has not corrected the violation, or taken reasonable steps to correct the violation within ten calendar days, then the DAA may:

1. Request the awarding authority to declare a material breach of the contract and exercise its contractual remedies thereunder, which are to include but not be limited to termination of the contract.
2. Request the awarding authority to declare the contractor to be non-responsible in accordance with the procedures set forth in Section 10.40.2 of this Article.

Sec. 10.40.7. Application of This Article.

(a) This Article shall be applicable to Invitations for Bids issued after the rules and regulations have been adopted by City Council.

(b) This Article shall be applicable to contracts entered into after the rules and regulations have been adopted by City Council, unless the contract is awarded pursuant to an Invitation for Bid issued prior to adoption of the rules and regulations by City Council.

(c) Section 10.40.3 of this Article shall be applicable to contract amendments, entered into after the rules and regulations have been adopted by City Council if the initial contract was not subject to the provisions of this Article.

Sec. 10.40.8. Consistency with Federal or State Law

The provisions of this Article shall not be applicable to those instances in which its application would be prohibited by federal or state law or where the application would violate or be inconsistent with the terms or condition of a grant or contract with an agency of the United States, the State of California or the instruction of an authorized representative of any such agency with respect to any such grant or contract.

Sec. 10.40.9. Severability

If any provision of this Article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of NOV 21 2000

J. MICHAEL CAREY, City Clerk

By *Amrad Carter*
Deputy

Approved _____

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By *Noreen Vincent*
NOREEN VINCENT
Assistant City Attorney

Said ordinance was presented to the Mayor on November 27, 2000; the Mayor returned said ordinance to the City Clerk on December 8, 2000 without his approval or his objections in writing, being more than ten days after the same was presented to the Mayor.

Said ordinance shall become effective and be as valid as if the Mayor had approved and signed it. (Section 250(b), City Charter)

ORDINANCE NO. 185600

An ordinance adding Article 24 to Chapter 1, Division 10 of the Los Angeles Administrative Code requiring any company doing business with the City to disclose all contracts, bids or proposals to provide goods or services for the design, construction, operation or maintenance of a federally funded wall, fence or other barrier along the border between the United States and Mexico.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 24 is added to Chapter 1, Division 10 of the Los Angeles Administrative Code to read as follows:

CHAPTER 1, ARTICLE 24

DISCLOSURE OF BORDER WALL CONTRACTING

Sec. 10.50. Legislative Findings.

Today, approximately 1.5 million immigrants live in the City of Los Angeles, about 38% of the City's total population. Los Angeles is a great city because of the successful integration of immigrants into its civic, social, cultural and economic fabric. Our communities are safer when there is a strong trust between immigrant communities and government.

On January 25, 2017, President Donald J. Trump issued Executive Order No. 13,767 titled, "Border Security and Immigration Enforcement Improvements." 82 Federal Register 8793. The Executive Order directs the Department of Homeland Security to take all steps to immediately plan, design and construct a physical wall along the southern border between the United States and Mexico, using materials and technology to achieve complete operational control of the southern border. The City recognizes the harm fulfilling the Executive Order would cause to its residents, immigrant and non-immigrant alike.

The City of Los Angeles strives to lift families up, not tear them apart. The City's goal is to keep families and communities safe, not cultivate fear based on immigration status. The proposed Border Wall has the potential to divide our nation and the City of Los Angeles along racial, religious and immigration status, which is the antithesis of our shared values. In addition, the proposed Border Wall has created anxiety and stress within hard-working immigrant communities in the City where many fear they will be removed from their families and livelihoods.

In support of this legislative act and to promote the ideals the act embraces, this ordinance requires those seeking to do business with the City to fully and accurately disclose any and all contracts, bids or proposals to provide goods or services for the

design, construction, operation or maintenance of the Trump Administration's proposed Border Wall.

Sec. 10.50.1. Definitions.

The following definitions shall apply to this article:

A. **"Awarding Authority"** means the governing body, board, officer or employee of the City authorized to award a Contract and shall include a department which has control of its own funds if the department adopts policies consonant with the provisions of this article.

B. **"Border Wall"** means a contiguous, physical wall or other similarly secure, contiguous barrier along the land border between the United States and Mexico, including all points of entry, as well as related improvements to gain operational control along such land border, including but not limited to, roads, lighting, cameras and sensors.

C. **"Border Wall Bid"** means any bid or proposal submitted on or after March 17, 2017, in response to any solicitation or request for proposal related to a Border Wall Contract.

D. **"Border Wall Contract"** means a contract with the federal government or a contractor of the federal government entered into on or after March 17, 2017, to provide goods or services for the design, construction, operation or maintenance of the Border Wall, including any prototypes of the Border Wall. A Border Wall Contract does not include an Indefinite Delivery/ Indefinite Quantity Contract that took effect on or before March 17, 2017.

E. **"City"** means the City of Los Angeles and all Awarding Authorities thereof.

F. **"Contract"** means any agreement, franchise, lease or concession, including an agreement for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies or the rendering of any service to the City of Los Angeles, which is awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

G. **"Designated Administrative Agency (DAA)"** means the Department of Public Works, Bureau of Contract Administration, which shall bear administrative responsibilities under this article.

H. **"Indefinite Delivery/Indefinite Quantity Contract"** means a type of contract that provides for an indefinite quantity of supplies or services over a fixed period of time.

I. "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity that may enter into a Contract.

Sec. 10.50.2. Disclosure Requirement.

No Contract shall be awarded to any Person who has failed to complete fully and accurately an affidavit listing all Border Wall Bids and Border Wall Contracts. The Awarding Authority may terminate a Contract if at any time it determines a Person failed to fully and accurately complete the affidavit and disclose all Border Wall Bids and Border Wall Contracts.

Sec. 10.50.3. Exceptions.

This article shall not be applicable to the following Contracts:

A. Contracts for the investment of:

- (1) City trust moneys or bond proceeds;
- (2) pension funds;
- (3) indentures, security enhancement agreements for City tax-exempt and taxable financings;
- (4) deposits of City surplus funds in financial institutions;
- (5) the investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy;
- (6) investment agreements;
- (7) repurchase agreements;
- (8) City moneys invested in United States government securities; and

(9) Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

B. Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or grant Contract with an agency of the United States, the State of California or the instruction of an

authorized representative of any of those agencies with respect to any grant or grant Contract.

C. Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

D. Contracts awarded on the basis of exigent circumstances whenever an Awarding Authority finds that the City would suffer a financial loss or that City operations would be adversely impacted unless exempted from the provisions of this article. This finding must be approved by the DAA prior to Contract execution.

E. Contracts for goods covered under a United States patent and only available from a single source.

F. Contracts for repairs, alterations, work or improvements declared in writing by the Awarding Authority to be of urgent necessity for the preservation of life, health or property. The declaration shall give the reasons for the urgent necessity and must be approved by the Council or its designee.

G. Contracts entered into during time of war or national, state or local emergency declared in accordance with federal, state or local law, where the Council adopts a resolution by two-thirds vote and is approved by the Mayor, the suspension of any or all the restrictions of Section 371 of the Los Angeles City Charter or their applicability to the Awarding Authority.

H. Contracts for equipment repairs or parts obtained from the manufacturer of the equipment or its exclusive agent.

Sec. 10.50.4. Administration.

The DAA shall administer the requirements of this article. The DAA shall develop an affidavit to be used by the Awarding Authority. The DAA shall promulgate rules and regulations consistent with this article for the implementation of the provisions of this article.

Sec. 10.50.5. Application of this Article.

The provision of this article shall apply to all Contracts and amendments to Contracts entered on or after March 17, 2017.

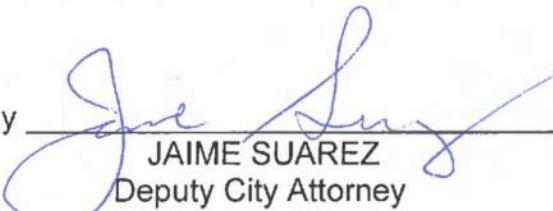
Sec. 10.50.6. Severability.

If any part or provision of this article, including, but not limited to, a section, subsection, paragraph, sentence, phrase or word, or the application thereof to any person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this article. The City Council hereby declares that it would have adopted this article and each and every section, subsection, paragraph, sentence, phrase and word thereof not declared invalid or unconstitutional, without regard to whether any portion of this article would be subsequently declared invalid or unconstitutional.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By 
JAIME SUAREZ
Deputy City Attorney

Date 5/09/2018

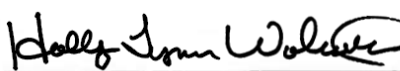
File No. 17-0536

m:\general counsel division\ordinances and reports\ordinances - final\border wall disclosure.docx

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR





Ordinance Passed 06/05/2018

Approved 06/07/2018

Ordinance Effective Date: 07/18/2018
Council File No.: 17-0536

DECLARATION OF POSTING ORDINANCE

I, Juan Luis (Luigi) Verano state as follows: I am, and was at all times hereinafter mentioned, a resident of the State of California, over the age of eighteen years, and a Deputy City Clerk of the City of Los Angeles, California.

Ordinance No. 185600 - a copy of which is hereto attached, was finally adopted by the Los Angeles City Council on 06/05/2018, and under the direction of said City Council and the City Clerk, pursuant to Section 251 of the Charter of the City of Los Angeles and Ordinance No. 172959, I conspicuously posted a true copy of said ordinance at each of the three public places located in the City of Los Angeles, California, as follows: 1) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; 2) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; 3) one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records beginning on 06/08/2018 and will be continuously posted for ten or more days.

I declare under penalty of perjury that the foregoing is true and correct.



Deputy Clerk

Date: 06/08/2018

Ordinance Effective Date: 07/18/2018

Council File No.: 17-0536



| |
|---|
| FIRM NAME |
| DRAFT |
| RFP No. TBD |
| SIDEWALK AND TRANSIT AMENITIES PROGRAM ATTACHMENT 1 - PRICE PROPOSAL FORMS 2020 |
| <i>The purpose of these forms is to provide StreetsLA with a standardized view of your financial proposal, allowing for an objective comparison of all proposals.</i> |

INSTRUCTIONS

Please complete all worksheets.

Include your firm's name on all sheets in the space indicated on the top.

Rename the file with your firm name and "STAP Price Proposal" (ex. CompanyA_STAP Price Proposal) for inclusion with your digital submission.

Detailed instructions for each part of the Price Proposal are included on each sheet.

Price Proposal Sheets

- 1 Capital and Operating Costs
- 2 Revenue Projections
- 3 Capital Investment Scenarios
- 4 Revenue Share
- 5 Price Proposal Explanation

FIRM NAME

Revenue Projections Worksheet

Estimate your total number of Revenue Ready Units for each year and make your revenue projections for each category of Program Element.

Areas shaded in PINK will be locked.

| New Program Inventory | | Anticipated Gross Revenue by Program Element | | | | | | | | | | | |
|-----------------------|--|--|-----------------------|--------------------|----------------|--------------|----------|-------------------|-------------------|-------------------|-------------------|-------------------|----------------------------------|
| Year | TOTAL Revenue Ready Units at Beginning of Year | New Shelters w Digital | New Shelters w Static | Interactive Kiosks | Vending Kiosks | Urban Panels | eLockers | Other (List Item) | Other (List Item) | Other (List Item) | Other (List Item) | Other (List Item) | Anticipated Annual Gross Revenue |
| Year 1 | | | | | | | | | | | | | \$0.00 |
| Year 2 | | | | | | | | | | | | | \$0.00 |
| Year 3 | | | | | | | | | | | | | \$0.00 |
| Year 4 | | | | | | | | | | | | | \$0.00 |
| Year 5 | | | | | | | | | | | | | \$0.00 |
| Year 6 | | | | | | | | | | | | | \$0.00 |
| Year 7 | | | | | | | | | | | | | \$0.00 |
| Year 8 | | | | | | | | | | | | | \$0.00 |
| Year 9 | | | | | | | | | | | | | \$0.00 |
| Year 10 | | | | | | | | | | | | | \$0.00 |
| TOTAL | | | | | | | | | | | | \$0.00 | |

FIRM NAME

CAPEX Scenarios

Firms must complete Scenarios 1 through 3.

An Alternative Scenario may be proposed, but is not required.

Scenario 1 Sourced from Revenue Projections Tab

| Year | 100% Bidder CAPEX | 0% City CAPEX | New Inventory Units | Projected Gross Revenue | % CAPEX Recovery from Gross Revenue | Maximum Recapture | CAPEX Balance EOY |
|------|-------------------|---------------|---------------------|-------------------------|-------------------------------------|-------------------|-------------------|
| 1 | | | 0 | \$ - | | | |
| 2 | | | 0 | \$ - | | | |
| 3 | | | 0 | \$ - | | | |
| 4 | | | 0 | \$ - | | | |
| 5 | | | 0 | \$ - | | | |
| 6 | | | 0 | \$ - | | | |
| 7 | | | 0 | \$ - | | | |
| 8 | | | 0 | \$ - | | | |
| 9 | | | 0 | \$ - | | | |
| 10 | | | 0 | \$ - | | | |

Scenario 2 Sourced from Revenue Projections Tab

| Year | 50% Bidder CAPEX | 50% City CAPEX | New Inventory Units | Projected Gross Revenue | % CAPEX Recovery from Gross Revenue | Maximum Recapture | CAPEX Balance EOY |
|------|------------------|----------------|---------------------|-------------------------|-------------------------------------|-------------------|-------------------|
| 1 | | | 0 | \$ - | | | |
| 2 | | | 0 | \$ - | | | |
| 3 | | | 0 | \$ - | | | |
| 4 | | | 0 | \$ - | | | |
| 5 | | | 0 | \$ - | | | |
| 6 | | | 0 | \$ - | | | |
| 7 | | | 0 | \$ - | | | |
| 8 | | | 0 | \$ - | | | |
| 9 | | | 0 | \$ - | | | |
| 10 | | | 0 | \$ - | | | |

Scenario 3 Sourced from Revenue Projections Tab

| Year | 0% Bidder CAPEX | 100% City CAPEX | New Inventory Units | Projected Gross Revenue | % CAPEX Recovery from Gross Revenue | Maximum Recapture | CAPEX Balance EOY |
|------|-----------------|-----------------|---------------------|-------------------------|-------------------------------------|-------------------|-------------------|
| 1 | | | 0 | \$ - | | | |
| 2 | | | 0 | \$ - | | | |
| 3 | | | 0 | \$ - | | | |
| 4 | | | 0 | \$ - | | | |
| 5 | | | 0 | \$ - | | | |
| 6 | | | 0 | \$ - | | | |
| 7 | | | 0 | \$ - | | | |
| 8 | | | 0 | \$ - | | | |
| 9 | | | 0 | \$ - | | | |
| 10 | | | 0 | \$ - | | | |

Alternative Scenario Sourced from Revenue Projections Tab

| Year | % Bidder CAPEX | % City CAPEX | New Inventory Units | Projected Gross Revenue | % CAPEX Recovery from Gross Revenue | Maximum Recapture | CAPEX Balance EOY |
|------|----------------|--------------|---------------------|-------------------------|-------------------------------------|-------------------|-------------------|
| 1 | | | 0 | \$ - | | | |
| 2 | | | 0 | \$ - | | | |
| 3 | | | 0 | \$ - | | | |
| 4 | | | 0 | \$ - | | | |
| 5 | | | 0 | \$ - | | | |
| 6 | | | 0 | \$ - | | | |
| 7 | | | 0 | \$ - | | | |
| 8 | | | 0 | \$ - | | | |
| 9 | | | 0 | \$ - | | | |
| 10 | | | 0 | \$ - | | | |

arios with or without Minimum Annual Guarantees (MAGs).
 se a MAG, fill in Gross Revenue Tiers and associated City Share percentages. The Partner Shares will calculate automatically
 f are placeholders only.*

100% Partner CAPEX

| Use if No MAG | | | | |
|------------------------|------------------------|---------------------|------------|---------------|
| MAG (Optional) | Bottom of Tier (\$mil) | Top of Tier (\$mil) | City Share | Partner Share |
| | n/a | n/a | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |

Scenario 2: 50% Partner CAPEX

| Use if No MAG | | | | |
|------------------------|------------------------|---------------------|------------|---------------|
| MAG (Optional) | Bottom of Tier (\$mil) | Top of Tier (\$mil) | City Share | Partner Share |
| | n/a | n/a | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |

Scenario 3: 0% Partner CAPEX

| Use if No MAG | | | | |
|------------------------|------------------------|---------------------|------------|---------------|
| MAG (Optional) | Bottom of Tier (\$mil) | Top of Tier (\$mil) | City Share | Partner Share |
| | n/a | n/a | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 75.0% | 25.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |
| | | | 50.0% | 50.0% |

Alternative Scenario - Insert Partner CAPEX

| Use if No MAG | | | | |
|------------------------|------------------------|---------------------|------------|---------------|
| MAG (Optional) | Bottom of Tier (\$mil) | Top of Tier (\$mil) | City Share | Partner Share |
| | n/a | n/a | 50.0% | 50.0% |
| | | | 50.0% | 25.0% |
| | | | 50.0% | 25.0% |
| | | | 50.0% | 25.0% |
| | | | 75.0% | 25.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 25.0% |
| | | | 50.0% | 25.0% |
| | | | 50.0% | 25.0% |
| | | | 50.0% | 25.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 25.0% |
| | | | 50.0% | 25.0% |
| | | | 50.0% | 25.0% |
| | | | 50.0% | 25.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 25.0% |
| | | | 50.0% | 25.0% |
| | | | 50.0% | 25.0% |
| | | | 50.0% | 25.0% |
| Bottom of Tier (\$mil) | | | | |
| Top of Tier (\$mil) | | | | |
| | | | 50.0% | 25.0% |
| | | | 50.0% | 25.0% |
| | | | 50.0% | 25.0% |
| | | | 50.0% | 25.0% |

FIRM NAME

Price Proposal Explanation

Please provide a rationale for your Price Proposal in 500 words or less.

You may provide this on a separate sheet as an attachment to the Price Proposal Form: