

# **INTELLIGENT PARKING MANAGEMENT SYSTEM AND LA EXPRESS PARK™ REQUEST FOR PROPOSALS**

**RFP ID# 208361**

**Date Issued: Monday, February 26, 2024**

**Mandatory Pre-Proposal Meeting: Thursday, March 7, 2024 at 10:00 AM (PST)**

**Submission Deadline: Friday, April 19, 2024 at 3:00 PM (PST)**



**Caltrans Building  
100 S. Main Street, 10th Floor  
Los Angeles, CA 90012**

## RFP OVERVIEW

<b>DATE ISSUED:</b>	Monday, February 26, 2024
<b>RFP NUMBER:</b>	RAMP/BAVN Opportunity ID# 208361
<b>TITLE:</b>	Intelligent Parking Management System and LA Express Park™ RFP
<b>DESCRIPTION:</b>	The City of Los Angeles, Department of Transportation is seeking a qualified Contractor to manage its Intelligent Parking Management System (IPMS), manage its LA Express Park™ program, implement curbside management strategies, and integrate new parking and mobility technologies.
<b>MANDATORY PRE-PROPOSAL CONFERENCE</b>  <b>FOLLOWED BY MEET THE PRIMES NETWORKING SESSION</b>	<p>Thursday, March 7, 2024 at 10:00 AM (PST) Via Zoom Platform. Register in advance for this meeting on Zoom using the following link: <a href="https://us02web.zoom.us/webinar/register/WN_32WGAvvwSJy1CHBpkM5xqw">https://us02web.zoom.us/webinar/register/WN_32WGAvvwSJy1CHBpkM5xqw</a> After registering, you will receive a confirmation email.</p> <p>Following the mandatory pre-proposal conference there will be a meet the “Primes” networking session. This will allow subcontractors to meet potential prime contractors. To register for the networking session, use the following link here: <a href="https://docs.google.com/forms/d/e/1FAIpQLSfoY-W5nR4S3UxjIZ-5ngeoNxHTxCdX1MjZrmkrsLpjs0mzeg/viewform?usp=sf_link">https://docs.google.com/forms/d/e/1FAIpQLSfoY-W5nR4S3UxjIZ-5ngeoNxHTxCdX1MjZrmkrsLpjs0mzeg/viewform?usp=sf_link</a></p>
<b>BUSINESS INCLUSION PROGRAM (BIP) OUTREACH DEADLINE:</b>	Business Inclusion Program (BIP) Outreach must be completed by 11:59 PM on Friday, April 5, 2024 (PST). Refer to Appendix A for Program information and outreach instructions. <u>Failure to complete the BIP Outreach process will result in proposals being deemed non-responsive.</u>
<b>PROPOSAL DEADLINE:</b>	<b>Friday, April 19, 2024 at 3:00 PM (PST)</b>
<b>PROPOSAL DELIVERY:</b>	LADOT will not accept any hard copy responses, including hand-delivery, USPS, or mail courier. All solicitation responses must be received by the deadline stated above, submitted electronically through Hightail ( <a href="https://www.hightail.com/lite-signup">https://www.hightail.com/lite-signup</a> ) to ExpressPark@lacity.org with a copy to <a href="mailto:lindsey.estes@lacity.org">lindsey.estes@lacity.org</a> .
<b>PROJECT MANAGER:</b>	<p>Julian Wan</p> <p>Department of Transportation</p> <p>ExpressPark@lacity.org</p>

<b>CONTRACT ADMINISTRATOR:</b>	<p>Lindsey Estes</p> <p>LADOT Department Contract Coordinator</p> <p><a href="mailto:lindsey.estes@lacity.org">lindsey.estes@lacity.org</a></p>
<b>QUESTIONS:</b>	<p>The deadline for questions is Thursday, March 14, 2024 at 5:00 PM (PST).</p> <p>Proposers may submit written inquiries by Google Form at:</p> <p><a href="https://docs.google.com/forms/d/e/1FAIpQLSdmZ-Os0j8sXwMuVDaG3FmphMRral67mwQv2bBwzsHTYqadsg/viewform">https://docs.google.com/forms/d/e/1FAIpQLSdmZ-Os0j8sXwMuVDaG3FmphMRral67mwQv2bBwzsHTYqadsg/viewform</a></p> <p>All questions and answers will be made available to all Proposers on the <a href="#">RAMPLA</a> website. No individual answers will be given.</p>

**REQUEST FOR PROPOSALS (RFP)**  
**INTELLIGENT PARKING MANAGEMENT SYSTEM AND LA EXPRESS PARK™**  
**February 2024**

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## SECTION 1. INTRODUCTION & BACKGROUND

### 1.1 Objective of the Request for Proposals

The City of Los Angeles Department of Transportation (“City” or “LADOT”) is soliciting proposals from qualified Contractor(s) (“Contractor”), and circulating this Request for Proposals (RFP) to all interested parties in order to ensure a fair and competitive process for selecting a Contractor. The City seeks a qualified Contractor to provide and operate a central intelligent parking management system (IPMS) that performs all of the functions of the City’s current system known as Merge™, including the management of its smart parking meters, to continue integrating and expanding LA Express Park™, and to incorporate new parking-related technologies and solutions as needed. The City recognizes that the Contractor’s parking management system may need to be modified to comply with this requirement, but it will only consider systems that are operational, have at least one (1) year of proven service, and can demonstrate the capability to transition operations from Merge™ to the new system.

#### 1.1.1 Core Tasks and Potential New Technologies

This RFP is intended to solicit responses for (a) core tasks, which include, but are not limited to, core tasks and functions that must be performed, and (b) the tasks that utilize new technologies that will be reviewed and approved as needed to maintain a first-class parking management system for the City.

The tasks that Contractors are asked to respond to include (but not limited to) the following:

- a. Core Tasks
  - i. Intelligent Parking Management System (IPMS)
  - ii. Management of LA Express Park™, including expansion opportunities
- b. Tasks involving new parking management technologies
  - i. Digital inventory of the curb (Code the Curb)
  - ii. Development and Integration of Curbside Management Strategies
    - 1. Flex zones and dynamic zones
    - 2. Zero emissions delivery zones
    - 3. Real-time curbside management
  - iii. Integration of New Technologies
    - 1. Systems to measure vehicle occupancy
    - 2. Statistical approach to lean demand strategies
    - 3. Asset free on-street parking management
    - 4. Automated License Plate Recognition (ALPR)
  - iv. In LA Express Park™ project areas, develop sources and systems to incorporate parking data from private garages and lots to provide citizens with a comprehensive guide to parking availability.

Contractors have the option to provide individually priced components or a turnkey pricing option for bundled services; however, for turnkey pricing responses each component must be itemized and priced individually. The proposed pricing and costs must be clearly outlined and defined, allowing LADOT to accurately determine which services are being proposed and priced. It is important to note, each Contractor MUST clearly identify the services they are addressing. Failure to do so will result in potential disqualification. Contractors will have the option to provide a value-added service package that will include a detailed description of any additional services or support beyond the basic required services proposed that would be included for consideration with the proposed services.

The City will evaluate the proposals according to the selection criteria set forth in Section 6 [Proposal Format and Submission] of this RFP. The City may schedule oral presentations from qualified Contractors. The final selection will be determined by the evaluation of all proposals to find which qualified proposal is the most responsive to the tasks described in the Scope of Work in Section 4.

#### 1.1.2 Contract Term and Long-term Technology Options

This RFP and the ensuing Contract is for services to be provided under a five-year (5-year) service Contract with three (3) optional one-year (1-year) renewals, at the City's discretion. This is not a solicitation for hardware. However, this RFP does include a provision for purchasing equipment. The City recognizes the need for continuing its parking meter modernization effort involving the future purchase and integration of smart technologies and solutions. To adapt to the rapidly evolving parking technology landscape and to move forward with state-of-the-art parking and curbside management programs, a series of program and policy changes are necessary to produce an adequate return on investment, improve the customer experience, and provide comprehensive and complete data to accommodate long-term decisions.

During the course of the five-year (5-year) service Contract and the optional three (3) one-year (1-year) renewals, the awarded Contractor acknowledges that the City will be in a transformative state leading up to and through the 2026 World Cup, and 2028 Summer Olympics. The awarded Contractor will be required to strive consistently to keep the City informed of new potential technologies, and to be prepared to fully implement them as directed by the City before these significant world-class events. The Contractor shall structure the IPMS to provide the ability to fully and seamlessly integrate with third-party vendors and smart platforms upon which to pilot nascent technology and processes to advance the overall goals of LA Express Park™ into the future.

Over the contract period, the Contractor will be expected to contribute solutions that promote the [Los Angeles Smart City strategy](#). In particular, the City has initiated a [Code the Curb](#) project that should lead to a new approach to curbside asset management, which will provide LADOT with a platform to maintain a current and real-time inventory of all curbside assets. The Contractor will be expected to keep the IPMS fully integrated with *Code the Curb* and other Smart City programs.

In addition to keeping the City apprised of new technologies, the selected Contractor will be expected to contribute to the search for funding sources over the course of the contract period.

The City has been fortunate to receive grant funding for all of its Express Park™ projects to date. The City expects the selected Contractor to make funding recommendations, inform the City of grant opportunities, and assist in applying for grants that fit with the City’s strategic plan.

If a Contractor’s proposal does not perform a task described in this RFP, the Contractor should describe how their firm will meet the requirements of the task by alternate means. The City may elect not to have the Contractor provide some services or products.

City reserves the right to require the selected Contractor to expand services to other needed services when requested. Any such request by the City may include new items that will require further negotiated contract amendments to carry out the new services.

The City reserves the right to reject any submitted proposals and the right to request additional information when necessary.

## 1.2 Minimum Qualifications

It is the Contractor's responsibility to prepare a proposal that is representative of the Contractor's qualifications. The selected Contractor must exhibit the ability and willingness to perform all the requirements contained in this RFP, must assure and demonstrate the ability to deliver all equipment, services, and software as specified by LADOT, must identify necessary facilities, and must have the financial resources to complete the contractual obligations within the stated time frame.

The selected Contractor must have a minimum of three (3) years’ experience in performing the tasks as outlined in the Scope of Work. LADOT desires to contract with a Contractor with recent and considerable experience using current and new technologies to manage and operate metered parking.

## 1.3 Definition of Terms

Term	Definition
APDS	Alliance for Parking Data Standards - a global effort to allow organizations to share parking data across platforms worldwide
API	Application Program Interface
Asset-free technologies	Technology-enabled curbside management without meters
Asset-light technologies	Developing cost-efficient and reliable parking occupancy data using limited assets, such as parking meters, sensors, or cameras
ATSAC Center	LADOT’s Automated Traffic Surveillance and

	Control Center
BIP	Business Inclusion Program
California Public Records Act (1968)	Requires inspection or disclosure of governmental records to the public upon request
CALTRANS	California Department of Transportation
CDMA	Code Division Multiple Access, a competing cell phone service technology to GSM (see below)
CDS	Curb Data Specification, a set of application programming interfaces (APIs) developed by the Open Mobility Foundation for cities, delivery companies, ride-hailing companies, and other users to digitally share curb information.
Code the Curb	Digital inventory of curb features, including, but not limited to location, street fixtures, parking regulations and related enhancements. The digital inventory will allow management of the curb's availability in real-time using a digital platform.
CVC	California Vehicle Code
DBE	Disadvantaged Business Enterprise
DMS	Dynamic Message Signs
Encrypted	Data or information converted into a cypher or code, especially to prevent unauthorized access
EV	Electric Vehicle
FHWA	Federal Highway Administration
Flex Zones	Dynamic curb zones managed in real-time or via time-of-day to manage curb access for competing demands.
GPRS	General Packet Radio System (also known as GSM-IP) keeps the users of this system online; allows voice calls and access to internet on-the-go
GSM-IP	Global Systems Mobile Communications Internet

	Protocol (see GPRS)
IDEN	Integrated Digital Enhanced Network developed by Motorola, combines the capabilities of cell phones, two-way radios, alphanumeric pagers, and data/fax modems in a single network
IEEE	Institute of Electrical and Electronics Engineers
IPMS	Intelligent Parking Management System
IVR	Interactive Voice Recognition
KPI	Key Performance Indicator(s) provide a quantifiable measure of performance over time for a specific objective to help an organization make better decisions.
LA Express Park™	LADOT's technologically advanced parking system that notifies motorists where parking is available by using vehicle occupancy sensors on city streets and lots. LA Express Park™ also introduces dynamic pricing to parking spots on streets within selected areas of Los Angeles.
LADOT	Los Angeles Department of Transportation
LAMC	Los Angeles Municipal Code
LPR / ALPR	License Plate Recognition / Automated License Plate Recognition
LTE	Long Term Evolution, a wireless broadband technology for communication of high-speed data for mobile devices
MDS	Mobility Data Specification - a platform that allows data-sharing between cities and private mobility providers
Merge™	LADOT's current intelligent parking management system
Open architecture	A type of computer or software architecture intended to make adding, upgrading, and swapping components easy

Pay-by-Cell systems	Allows a money payment through portable electronic devices, such as a cell phone or tablet
PCI	Payment Card Industry
PMZ	Parking Meter Zone
RAMPLA	<a href="#">RAMPLA</a> : Regional Alliance Marketplace for Procurement
RFI	Request for Information
RFP	Request for Proposals
RIITS	Regional Integration of Intelligent Transportation Systems; Los Angeles County METRO interagency program to create a regional data management resource
SoCal 511	Free traveler information service operated by Los Angeles County METRO
SSL	Secure Sockets Layer, a protocol for establishing secure links between networked computers
TCP/IP	Transmission Control Protocol/Internet Protocol, used to govern the connection of computer systems to the internet
Two-factor authentication	A two-step authentication security process in which users provide two different authentication factors to verify themselves
UTMS	Universal Mobile Telecommunications System
V2I	Vehicle to Infrastructure; wireless communication between vehicles and road infrastructure
V2V	Vehicle to Vehicle; wireless exchange of information between vehicles
ZEV	Zero-emissions vehicle

#### 1.4 LADOT Parking Meter and LA Express Park™ Background

LADOT is a world leader in the implementation and successful operation of an IPMS platform. This system has afforded LADOT the ability to manage over thirty-four thousand (34,000) smart parking

meters covering thirty-seven thousand (37,000) on- and off-street metered parking spaces citywide. When LADOT launched LA Express Park™ downtown in 2012, it was a breakthrough, state-of-the-art system. LADOT created this system to manage demand for on-street parking spaces and to guide motorists to available parking. LA Express Park™'s primary objective is to reduce traffic congestion by reducing time spent searching for an available parking space. LADOT accomplishes this by demand-based meter pricing, and a parking information and guidance system that guides the motorist to available parking. The project utilizes vehicle sensors, modern parking meter technology, a central parking management system, and a real-time parking guidance system to manage public on-street and off-street parking.

LA Express Park™ improved the parking experience for people coming to the LA Express Park™ areas. By lowering parking rates in the low demand areas, the City provided an attractive alternative for those seeking lower-cost parking. Similarly, by raising rates in the high demand areas, people who are not willing to pay for a higher cost of parking are encouraged to park in lower rate areas or find alternate modes of transportation that don't require parking, thus creating available parking for those willing to pay more. Hence, fewer parkers are cruising to find available parking thereby reducing traffic congestion and the associated air pollution.

LADOT has implemented LA Express Park™ in these areas: Downtown, Westwood Village, the Hollywood Entertainment Core, and Venice. Future implementation plans include, but are not limited to, Venice, the Exposition Park area, and the Westlake/Mid-Wilshire area. LADOT desires to implement LA Express Park™ citywide, modifying the system design as needed to fit the characteristics of each parking meter zone.

LADOT recognizes that there are now new approaches to effective parking management. It recently issued a Request for Information (RFI) seeking the best thoughts and ideas that will help shape the future of LA Express Park™ and parking meter operations in Los Angeles for the next five to ten (5 - 10) years. The responses to the RFI helped structure this RFP.

## **1.5 Overview of Current Intelligent Parking Management System (IPMS) AND LA EXPRESS PARK™ Program**

### **1.5.1 Current IPMS**

The IPMS is the backbone of LA Express Park™. It supports integration with the City's existing and future metered-parking-related equipment and systems. The system's primary function is to provide centralized reporting and performance analysis for the City's metered parking program. It provides central reporting of the following system elements:

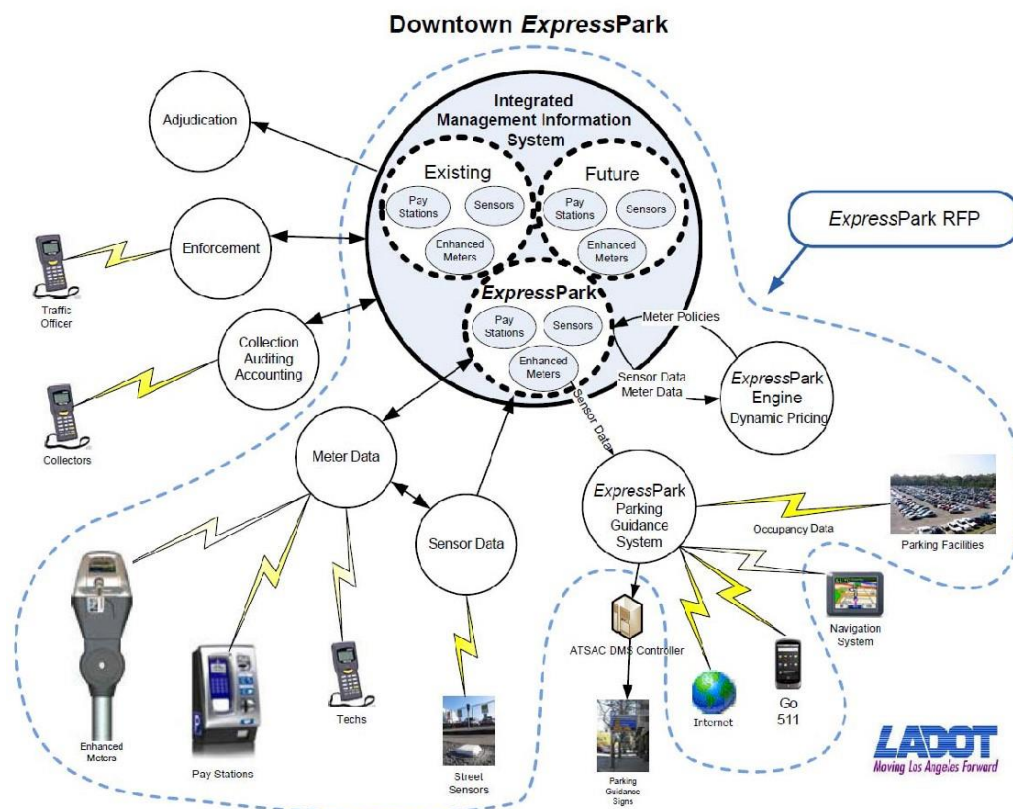
- Financial
- Asset status
- Equipment alerts and outages
- Parking transactions
- Payment transactions
- Parking space occupancy

- Equipment inventory tied to each parking space
- Workforce management
- Enforcement and citation review support

The IPMS is used to create reports, tables, charts, dashboards, and maps, as appropriate, to develop a comprehensive tool to measure, analyze, and manage metered parking in the City of Los Angeles. It also provides the information to calculate and report performance measures, and evaluate operational effectiveness and operational efficiency based on available staffing. The IPMS includes the LA Express Park™ Pricing Engine, which analyzes meter and sensor data to develop recommended parking pricing based on demand.<sup>1</sup>

The system diagram below provides the various components related to LA Express Park™ and the existing and future system elements. This diagram was created for the RFP issued in November 2010. Although the scope now includes all of the City's metered parking assets, the framework of the system is unchanged.

**DIAGRAM: Intelligent Parking Management System Diagram including Express Park™**



<sup>1</sup> For research on smart pricing algorithms, see Zoeter, Onno & Dance, Christopher & Clinchant, Stéphane & Andreoli, Jean-Marc. (2014). New algorithms for parking demand management and a city-scale deployment. Proceedings of the ACM SIGKDD International Conference on Knowledge Discovery and Data Mining.

### 1.5.2 LA Express Park™ Pricing Engine

The LA Express Park™ Pricing Engine utilizes advanced algorithms and artificial intelligence to determine optimal rates, time limits, and enforcement hours with the goal of achieving seventy to ninety percent (70-90%) occupancy on each block during meter enforcement hours. The system iteratively analyzes data from sensors, off-street occupancy systems, parking meters and pay stations, and enforcement systems, and evaluates the impact on parking behavior of previous adjustments.

## 1.6 **Current IPMS System and Program Capabilities**

To ensure that the City is able to continue to maintain a world-class, intelligent parking management system, the successful Contractor will assure that their proposal demonstrates how their services will continue to have, and improve on, the following capabilities:

### 1.6.1 IPMS Details

- Sensors are capable of recognizing arrival and departure of parking vehicles and generating and transmitting real-time status of parking space usage/availability, to provide guidance to drivers based on individual needs.
- The system transmits real-time data from sensors to parking enforcement handheld devices to maintain effective real-time enforcement.
- System clearly communicates curb space usage restrictions and policies.
- Products and services allow for, and fully integrate into, the parking meter central information management system, all presently-contracted operations, and current hardware (enforcement and collection); should your system not be capable of this, or you have alternative hardware or software that can be used, include it as an option.
- The Los Angeles Municipal Code (LAMC) grants LADOT the authority to introduce demand-based parking meter rates throughout the city. LADOT recognizes that the parking demand patterns are unique to each parking meter zone (PMZ). Demand-based pricing is currently operating in the PMZs in Downtown Los Angeles, Westwood Village, Hollywood, and Venice.

SEC. 88.00.2. DEMAND-BASED PARKING METER RATES ESTABLISHED.(Amended by Ord. No. 182,791, Eff. 11/22/13.)

The Department is hereby authorized to increase or decrease parking meter rates by no greater than 100 percent from the rates prescribed in Section 88.00, but no less than a rate of \$0.50 per hour for each of the first four hours and a total of \$2.00 for up to ten hours as permitted by the posted parking regulations.

(a) The rates established by the Department under the authority of this Section shall be based on parking demand, as reviewed by traffic investigation and surveys, with the goal of reaching occupancy by vehicles at the rate of 70 to 90 percent for parking meter spaces on each block at such times and hours that payment is required. The Department shall report to the City Council not less

frequently than once per year on any actions taken pursuant to this Section and the impact(s) of those actions or revenue and meter usage.

- All data (operations, financial) are communicated with remote, backend software and are viewable twenty-four (24) hours each day.
- The communication network processes the flow of information from meter stations, and hand-held enforcement and collection devices to the central information system.
- All units are capable of wireless two-way communications to a remote communication center, to transmit financial data, activity reports, and operational status.
- All units are fully programmable at the site or remotely.
- Meters and pay stations accept coins, credit/debit cards, “smart” cards, payment by cell phone, or a combination of these. Meters and pay stations support real-time credit/debit card transactions.

#### 1.6.2 LA Express Park™ Details

- System provides on-street metered parking space occupancy data twenty-four seven (24/7). Data may be measured directly or estimated by a method approved by LADOT.
- System determines hourly meter rates that influence driver behavior to achieve seventy to ninety percent (70 - 90%) percent occupancy during enforcement hours.
- System provides parking guidance data through the LA Express Park™ webpage, third-party applications (including ParkMobile, ParkSmarter, and ParkMe), the SoCal 511/METRO system, and dynamic message signs.
- System integrates with the dynamic message sign controller to send parking messages to the dynamic message signs (DMS) in the project areas. These include nine (9) DMS in the downtown project area, six (6) large DMS in South Park, six (6) large DMS in Hollywood, four (4) new DMS in Hollywood, three (3) DMS in Westwood Village, and DMS in new project areas. The control of many of these signs is shared with the City’s Automated Traffic Surveillance and Control (ATSAC) Center.
- System communicates project details and policies to the general public through the program website, the City’s Open Data Portal, social media, press events, press releases, email blasts, third-party applications, the SoCal 511/METRO system, and dynamic message signs.

## SECTION 2. SCHEDULE FOR RFP PROCESS

This schedule indicates estimated dates for the RFP process. LADOT may adjust this schedule as needed.

RFP Posted Online ( <a href="#">RAMPLA</a> )	Monday, February 26, 2024
Mandatory Pre-Proposal Conference (Virtual)	Thursday, March 7, 2024 at 10:00 AM (PST)
Prime/Sub Networking Session (Virtual)	Thursday, March 7, 2024, (following Conference)
Final Day for Written Questions	Thursday, March 14, 2024 at 5:00 PM (PST)
BIP Outreach Completion	Friday, April 5, 2024 at 12:00 AM (PST)
Request for Proposals	
Intelligent Parking Management System and LA Express Park™	

Proposals Due	Friday, April 19, 2024 at 3:00 PM (PST)
Proposer Demonstrations/Interviews	Week of April 29, 2024 (Tentative)
Recommendation of Contract Award	June 2024 (Tentative)
Anticipated Contract Start Date	December 2024 (Tentative)

### **SECTION 3. PERSONNEL**

The Proposer is solely responsible for maintaining an adequate labor force, and the satisfactory work performance of all employees as described by this RFP or any reasonable performance standard established by the City.

The Contractor will be required to comply with the City’s Living Wage Ordinance and Worker Retention Ordinance. Rules and Regulations regarding the Living Wage and Worker Retention Ordinances are included in Appendix A, Section I.J.

The Proposer is solely responsible for payment of all employees’ wages and benefits and subcontractors’ costs. Without any additional expense to the City, the Proposer must comply with the requirements of employee liability, worker’s compensation, employment insurance and Social Security. The Proposer must defend, indemnify and hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City must have the right to demand removal from the project, for reasonable cause (to be determined by the City), of any personnel furnished by the Proposer. The City must be notified in writing of new hires or reassignments of management project personnel. The City reserves the right to approve or deny any changes in the Proposer’s proposed key project staff.

Upon awarding the Contract and during the term of the agreement, the selected Contractor is responsible for notifying the City of any changes in proposed personnel duties or hours that deviate from the original proposal. The City reserves the right to approve or deny any changes in the proposed personnel duties or hours.

### **SECTION 4. SCOPE OF WORK**

This Scope of Work is subdivided into core tasks to maintain the City’s IPMS (tasks 4.1 to 4.7) and an opportunity in task 4.8 to describe the Contractor’s ability to bring improvements to the city’s management of parking services, using potential innovations and new technologies. These tasks are not intended to be all inclusive of the work, product design, or services necessary to satisfactorily implement the project. LADOT will also favorably consider proposals suggesting alternatives, modifications, new solutions, or additions to this Scope of Work.

Proposals with new ideas, and technologies, that will provide LADOT with the opportunity and ability to future proof its services, and to be able to adjust to future industry disruptions and the introduction of newer technologies, will be among those considered.

#### **4.1 Core Tasks – Intelligent Parking Management System and LA Express Park™**

#### 4.1.1 New Intelligent Parking Management System

The selected Contractor is expected to provide a complete and comprehensive program, and recommended timetable, for providing a citywide parking management system that performs all of the functions of the City's current Merge™ system. All intended hardware upgrades required under the current contract's scope of work have been completed, since the City upgraded all of its parking meters to accept credit card payments in 2012. All elements of the current system, including parking meters, parking occupancy sensors, DMS, cell payment apps, and parking guidance apps, communicate with the intelligent parking management system through Application Program Interfaces (APIs).

The Contractor's initial task will be to replicate and transition from the current parking management system, Merge™. Through APIs, Merge™ integrates parking data from all sources: parking meter management systems; vehicle sensor data; cellular payment data; parking policies; data exchange partners; workforce maintenance systems; and temporary parking restriction data. Merge™ is the backbone of LA Express Park™ and it manages parking by analyzing the data it collects, and integrating hardware and software to provide real-time data. Merge™ provides occupancy and payment data to the following, including but not limited to: the City's open data portal, data exchange partners, Parking Enforcement, the Regional Integration of Intelligent Transportation Systems (RIITS), and the Parson's controller for the parking guidance DMS.

The Contractor shall complete the conversion from Merge™ to the Contractor's system within six (6) months of contract execution. Any time beyond six (6) months will be subject to penalties (see Section 5 [Performance Standards and Penalties]). The consolidation of real-time data is only the first step. As the data streams come online, the Contractor shall provide analytics on a monthly basis to recommend better parking policies and to identify opportunities for improved parking management, and provide a comparable algorithm-driven pricing model to establish parking rates based on supply and demand. Demand-based pricing is a key component of the City's parking management system. The Contractor must provide a system that recommends meter pricing designed to optimize utilization of on-street metered parking spaces. The objective for on-street meter spaces is to achieve seventy to ninety percent (70 - 90%) vehicle occupancy during enforcement hours.

**Proposals shall contain detailed descriptions of all proposed new hardware and software that meet or exceed the specifications outlined below, a wireless communication capability, services and support plans, and approaches necessary to implement the expected program.** The proposed products and services should provide a fully integrated, scalable, citywide, technologically advanced program that provides for comprehensive system-wide communication, programming, and monitoring when installed.

The goal of an integrated parking management system is to provide a seamless, efficient, user-friendly, and cost-effective parking operation solution. The selected Contractor must provide a smooth transition from the existing Merge™ system. The Contractor's Intelligent Parking Management System must be capable of interfacing and integrating with the City's existing

systems, and must be future-proof to evolve with newer technologies and trends, and integrate with future systems.

The Intelligent Parking Management System (IPMS) interfaces with the third-party vendor-managed sensor and meter operations systems, and the City's enforcement and adjudication systems. The IPMS must have the following capabilities:

#### **Functional Requirements**

- The IPMS will collect and store inputs from all other systems in real time, including but not limited to, off-street facilities, all relevant third-party vendor-managed systems, workforce maintenance, enforcement, and those inputs manually logged into the system.
- The IPMS will make rate, time limit, and hour of enforcement adjustment recommendations based on real-time data inputs from the sensors, meters, and/or enforcement systems.
- The IPMS will have the capability, under LADOT personnel supervision, to set remotely the rate, time limit, and enforcement hour limits.
- The IPMS will provide real-time parking guidance, availability, rate, and corresponding time limit information for the web-based portal, DMS, SoCal 511, and third-party apps.
- The IPMS will have the ability to integrate on-street parking policies with external relevant data sources, such as, but not limited to, off-street facility parking policies.
- The IPMS will have the capability to create a number of recurring or ad-hoc reports as needed. These will also be able to be downloaded in a format compatible with XML or CSV formats. The reports shall cover, but are not limited to, the following areas:
  - Revenue collection totals by meter, zone, area, route, etc.
  - Meter maintenance activity by area, task, location, meter model, frequency, response times, etc.
  - Operational status by meter unit number and location identification
  - Daily collection report by meter, route, zone, etc.
  - Space occupancy levels and information (including duration, begin and end times, and turnover) by block and zone, with "drill-down" ability for specific spaces at specific times.
- The IPMS will provide a real-time management-level dashboard system that will display overview data by category and geographical orientation. It will allow for drill-down where relevant.
- The IPMS will be able to feed real-time parking availability, rate, and length of stay information to other external systems including, but not limited to, SoCal 511 and the web portal. Data shall be provided in a format consistent for use with SoCal 511's Interactive Voice Recognition (IVR) software.
- The IPMS will interface with existing Parking Enforcement Handheld Devices. Using real-time data and information, it will identify parking spaces that are unpaid, but occupied. It will have the ability to program custom "grace periods" where vehicles are exempt for payment after arriving at the parking space for a designated amount of time. It will also enable traffic officers to manually log exception vehicles in unpaid spaces. These include

vehicles displaying disabled placards or license plates, government vehicles, and certain commercial loading vehicles.

- Software shall be web-based, to the extent possible, and the web-enabled portions of the application shall meet state-of-the-art internet standards for graphics and design, speed, reliability, and security, for dynamic content and user interaction.
- The IPMS proposed will provide full recovery and system backup capabilities for all online and batch transactions according to City-specified timeframes.
- The IPMS shall record all meter maintenance alarms and disseminate maintenance information via web portal, email, and text messaging, and document and track maintenance response times. It will also have the capability to suppress alerts or notifications of certain malfunctioning meters and/or designated spaces from enforcement, guidance, and other systems until the associated meters are returned to service.
- The IPMS will provide a real-time, web-based interface that is custom for each off-street facility operator. It will allow the operator to designate the number of spaces to include in the IPMS (that will be included in DMS / web availability information), and will allow the operator to designate the rate and time limit for these spaces. It will also show the current total number of occupancies and vacancies in real-time for each facility where applicable. Appendix B provides a current list of off-street facilities that are included in the LA Express Park™ program.
- The IPMS will allow customer service, maintenance, or administration to remotely load time on any specific meter / parking space.
- The IPMS will incorporate KPIs to provide targets for teams to shoot for, milestones to gauge progress, and insights that help teams make better decisions.
- The IPMS will incorporate heat maps to visualize key metrics and GIS layers to utilize or be incorporated into the City web-based mapping application [Navigate LA](#).
- The IPMS will align key system data and analytics with existing industry metrics, including but not limited to, transaction data, revenue per meter, and occupancy rates, to promote industry benchmarking to continuously monitor program and system performance, conduct competitive analysis, and promote continuous improvement.
- The IPMS will integrate parking meter maintenance data and analytics to provide key workforce maintenance metrics, including but not limited to the tracking of task-specific and staff-specific maintenance events, and maintenance response times to promote strategic insight on task-specific meter maintenance events, identify potential equipment issues, promote tactical maintenance decisions, and promote the potential integration or introduction of new solutions.
- The IPMS will integrate business intelligence methodology to leverage system data and analytics to transform them into actionable insights to promote strategic, and tactical program decisions to provide users with detailed intelligence about the current state of the business compared to where LADOT may want it to go.
- The IPMS will integrate business analytics methodology to leverage system data analytics to identify data trends, patterns, and root causes to support data-driven decisions and provide predictive insights.

### **Performance Requirements**

- The IPMS shall, at a minimum, provide online access to LADOT staff for the current year plus four (4) previous years of all types of data retained in the system, and shall provide archive capabilities thereafter.
- The IPMS will have the ability to adapt future rate and enforcement hour changes based on responses to previous changes. It is an expectation that occupancy rates will be reasonably close to target rates after a maximum of three (3) adjustments.
- The IPMS will, under LADOT personnel supervision, have the capability to integrate with third-party vendor systems to accept updates expeditiously. Additionally, adjustments should be able to be scheduled for future dates and/or times.
- The Contractor shall work with the third-party vendor systems to automate updates.
- The IPMS will provide parking guidance information for the web-based portal and DMS and should be fully operational no less than ninety-five percent (95%) of the time.
- The IPMS shall identify and remove all malfunctioning meters from its enforcement notification system, within fifteen (15) minutes of the malfunction.
- The server and client software should maintain its system and data integrity in case of power failures or abrupt shutdowns.

#### **Interface requirements**

- The Single-space Parking Meter, Multi-space Parking Meter, In-street Parking Sensor, and DMS shall communicate wirelessly via 2.4Ghz/915Mhz/868Mhz, GPRS, IEEE wireless networking standards 802.11b, 802.11g, or 802.11n, or Mesh protocol to their relevant Vendor Management Systems automatically.
- The Handheld Enforcement Device shall have communication ability via IEEE wireless networking standards 802.11b, 802.11g, or 802.11n and Bluetooth®.
- The Pay-By-Cell systems shall interface with GSM, CDMA, iDEN, and UTMS cellular communication protocols.
- The Vendor Transactional system shall communicate via XML, CSV, and SMS protocols.
- All Vendor Management systems shall interface to external systems, including the IPMS via TCP/IP communications. Communications shall be secure and, if desired by LADOT, encrypted. Open architectures are preferred with data exchange via Web services, XML, and secure FTP. Communications shall be secure, using 3DES or AES for encryption within a private secured network and SSL or IPSec with two-factor (2-factor) authentication for communications outside the private network.
- The IPMS shall follow Curb Data Specification ([CDS](#)) standards, a set of APIs for cities, delivery companies, ride-hailing companies, and other users to digitally share curb information.
- The IPMS shall follow Mobility Data Specification ([MDS](#)) standards, a platform that allows data-sharing between cities and private mobility providers.
- The IPMS shall follow Alliance for Parking Data Standards ([APDS](#)), a global effort to allow organizations to share parking data across platforms worldwide, when it is not in conflict with CDS standards.

Deliverable(s):

- All new equipment and software shall meet all of the above minimum functional, performance, and interface requirements to operate an IPMS.
- All services and support plans will provide a program to meet or exceed the specifications outlined above.

#### 4.1.2 Management and Expansion of LA Express Park™

The selected Contractor for the IPMS will utilize the system to maintain the LA Express Park™ operations and will guide the expansion of the program to new PMZs citywide. In addition to managing meter rates and guiding motorists to available parking, the City seeks to add the following capabilities to the program:

- Provide additional control and flexibility in programming temporary changes in restrictions, including relaxed or suspended enforcement for holidays and special events.
- Provide the latest methods to manage the curbside, including, but not limited to, Flex Zones, loading zones (commercial and passenger loading zones, including TNC zones), valet parking, special events parking (including special event pricing), reserved parking, permits, and merchant validations or coupon offers.
- Provide guided enforcement to increase the efficiency and effectiveness of parking enforcement.
- Conduct consumer research to measure the effectiveness of the parking management system and assess the City's public outreach and marketing efforts.
- Establish guiding policies to govern future data exchanges, including standardized APIs and individual data exchange contracts.

Deliverable(s):

- Contractor will guide expansion of the LA Express Park operations to new PMZs citywide.
- Contractor will add capabilities to the LA Express Park program, including one or more of the capabilities listed above.

## 4.2 Project Management

### 4.2.1 Management Plan

Contractors must submit a Management Plan and Project Costs for the Tasks described in Section 4.1 (see Section 6 Proposal Content and Submission). The Management Plan must provide the Contractor's methods and resources to perform the work described in this RFP. The Management Plan for the Core Tasks (Section 4.1 - IPMS and LA Express Park™) must outline the Contractor's approach to the transition and management of the IPMS, and the management and expansion of LA Express Park™.

Deliverable(s):

- Submit Management Plan and Project Costs.

### 4.2.2 Project Management

The selected Contractor will coordinate and manage the following project-related activities (not intended to be all-inclusive) and must retain the most qualified personnel and services needed to perform the work.

- The Contractor will provide project management on projects associated with the expansion of LA Express Park™, and will secure subcontractors as needed for systems, engineering, and construction work, including but not limited to the installation of parking meter and pay station systems, DMS and wayfinding signs, meter posts, other parking technologies, and the completion of other project-related tasks.
- The Contractor will be required to schedule routine maintenance tasks, supervise task work, develop administrative procedures, standards, keep project financial records, prepare monthly invoices, and develop methods to maximize efficiency.
- The Contractor must conduct regular system and equipment diagnostics, and provide regular status reports.
- The Contractor must evaluate and approve all work performed by the third-party vendors and subcontractors.
- The Contractor will establish necessary agreements and maintain business relationships with qualified mobile payment app vendors, with the approval of LADOT, to provide a reliable pay-by-cell platform for parkers to easily make parking meter payments via apps using their mobile devices. To accomplish this, LADOT will work with the Contractor to identify potential pay-by-cell vendors and it may rely upon the Contractor to contract with them to provide parkers with opportunities to pay for parking at parking meters using their mobile apps. LADOT will compensate the Contractor for the management of the pay-by-cell parking solution.

LADOT's experience in managing the IPMS, and parking meters and facilities has emphasized the need to respond to unanticipated maintenance situations that may occur at any time. The Contractor will be required to demonstrate the ability to respond rapidly and effectively to unanticipated situations should the need arise. The Contractor must be prepared to explain to the Selection Committee how they intend to handle such situations for separate elements of the contract.

The Contractor shall designate a full time Project Manager dedicated to the Core Tasks (IPMS and LA Express Park™ (see Section 4.1))

- Selected Project Manager will instruct and supervise additional staff, obtain proposals for capital improvements, continually inspect all contract related work, systems, and equipment, oversee all contract work and be responsible for the satisfactory performance, or any reasonable performance standard established by LADOT, of all employees and/or subcontractors as described in this RFP.
- The Project Manager will research grant opportunities, write grant proposals, and conduct program-related presentations to interested parties and/or industry experts.

- The Project Manager will act as the liaison between LADOT and the regular full and part time staff employed on the project, the subcontractors, and Contractor's senior management and project related staff.
- The Project Manager will be responsible for the accurate submission of monthly invoices to LADOT for the costs incurred during that month.
- The Contractor will assign additional staff (number to be determined) to work at LADOT on a full-time basis under supervision of the Project Manager.

The Project Manager shall provide designated LADOT staff with written notification of requests for new hires or reassignments of key project personnel under the Contract. LADOT's approval of these requests is required before any change can take place. The Contractor must submit a list of all personnel involved in the project with resumes describing their educational and employment background and the specific duties that each employee will perform. All new employee resumes shall be submitted to LADOT at least five (5) working days prior to start of work. The Contractor will ensure that all personnel or their designated replacement, temporary or otherwise, be present to perform the scheduled work. The City must have the right to demand removal from the project, for reasonable cause (to be determined by the City), of any personnel furnished by the Contractor.

Deliverable(s):

- Designate a project manager to coordinate and manage the above project-related activities.
- Demonstrate the ability to respond quickly to unanticipated situations involving the IPMS and/or parking meters.
- Submit a list of all personnel involved in the project and notify LADOT of new hires or reassignments.

### **4.3 Pilot Projects**

LADOT anticipates it will require pilot projects to evaluate technologies that are new to its parking programs. LADOT will work with the Contractor to identify pilot project opportunities and may rely upon the Contractor to contract with the parties providing the pilot projects. LADOT prefers to implement no-cost pilots to evaluate new technologies, but will compensate the Contractor for the management of any pilot projects requiring compensation.

Deliverable(s):

- Manage pilot projects that LADOT decides to implement as opportunities for pilot projects become available.

### **4.4 Materials, Parts, and Supplies**

The necessary requirements for all materials, parts and supplies necessary to fully maintain the City's current IPMS and parking guidance systems as described in Section 4.1 , and all materials, parts, and supplies necessary to activate the Contractor's equivalent systems, and all materials, parts, and supplies necessary to implement new technologies described in Section 4.8, shall be incorporated into

the contract as included and required in this RFP, and as determined through the contract negotiation process. The new IPMS and these requirements shall be the responsibility of the selected Contractor, and shall be provided and delivered fully prepared for installation and for subsequent operation by the City or Contractor, or Contractor's agent as negotiated in the resulting contract. A record of such delivery shall include the actual delivery date, model designations, and individual mechanism serial numbers of all procured and delivered items.

All equipment, parts, and supplies purchased by the Contractor, or its subcontractors, exclusively for the IPMS and operation of the City's LA Express Park™ program, and that are necessary for its continued operation, shall become the property of the City, and shall be delivered to the City. Equipment shall include, but is not limited to, the following:

- parking meters and associated equipment
- parking pay stations and associated equipment
- parking occupancy sensors and associated equipment
- handheld devices and tablets
- DMS and associated sign controllers
- computer hardware and associated servers and systems
- associated firmware and software

All materials, parts, and supplies necessary to implement and operate any new technologies proposed during the contract, shall be provided and delivered fully prepared for installation with associated warranties as required by the City and for subsequent operation by the City or Contractor, or Contractor's agent as negotiated in the resulting contract. A record of such delivery shall include the actual delivery date, model designations, and individual mechanism serial numbers of all procured and delivered items. Such materials, parts, and supplies shall become the property of the City, and shall be delivered to the City. The City shall have final approval in selecting future systems and solutions, and over the final choice of materials and vendors.

Deliverable(s):

- Provide and deliver a new IPMS fully prepared for installation and subsequent operation by the City or Contractor, or Contractor's agent.
- Provide and deliver all equipment, parts, and supplies necessary for the continued operation of the LA Express Park program, including but not limited to the equipment listed in this section.
- Provide and deliver all materials, parts, and supplies necessary to implement any new technologies (as described in Section 4.8) that the Contractor includes in the Management Plan submitted with this RFP.

#### **4.5 Technical Support and Training**

The following provisions shall be included to support the LA Express Park™ program:

For all new systems/technologies and changes to existing platforms, the Contractor shall provide a pre-delivery, operations preparation program encompassing complete training in all disciplines to familiarize all designated City staff with the system, and to assist in developing expertise in

maintenance, repair, and software application of the system. Training shall be completed a month prior to implementation of the new system or technology. The proposal will include:

- Description of the training agenda for each discipline;
- The number of sessions included;
- The number of training hours proposed;
- The number of City staff to be included in each training module;
- Proposed training schedule

Contractor shall provide additional training as requested by LADOT for designated City staff through the life of the contract to address system upgrades and /or expansion.

Contractor shall provide two (2) hard copies and an electronic copy of all operating, training, and design manuals in Adobe PDF format.

Contractor shall provide customer support for the City via a telephone number established by the Contractor Monday through Friday 7:00 AM to 4:00 PM Pacific Standard Time/Pacific Daylight Time except for official City holidays. Contractor shall return a call from the City within fifteen (15) minutes during these hours. City reserves the rights to change the business hours to reflect changes in the meter hours and days of operation. City will coordinate with the selected Contractor to develop a viable method to track customer support responses, including but not limited to, monthly reporting.

Contractor shall provide on-site technical support within twenty-four (24) hours Monday through Friday 7:00 AM to 4:00 PM. Any technical support required on a weekend or holiday will be immediately addressed by the Contractor on the next regular business day.

Contractor shall be responsible for coordinating technical support and resolving technical issues with all subcontractors.

Contractor shall provide an on-site technician during the installation period. The installation period shall be from the time the first equipment is installed until the last equipment is accepted.

During the life of the Contract, software upgrades shall be provided to the City at no charge. Contractor will be responsible for ensuring that all customizations and modifications will remain in place upon completion of the upgrade.

Deliverable(s):

- Provide customer support and training for the City to support the Contractor's IPMS and all new technologies during the lifetime of the contract.
- Coordinate technical support and resolve technical issues with all subcontractors.
- Provide all software upgrades to the City at no charge.

#### **4.6 Marketing Outreach**

A critical component of the LA Express Park™ project will be a significant public outreach/engagement and marketing effort to educate the public about the functionality and the benefits of demand-based

parking pricing and the Parking Guidance System. This public outreach and marketing program may include, but is not limited to, the following components as needed:

- sign and labeling design
- brochures
- revisions to the LA Express Park™ and other websites
- web-based instructional videos
- a Public Service Announcement and program details on social media
- attend public meetings and community events
- assist in preparing press releases and media packages

As the LA Express Park™ program expands to new areas of Los Angeles, the public outreach and marketing campaign will focus on educating the consumer and the local businesses regarding the value of demand-based parking pricing, as well as providing a description of the changes to parking in the area and a timeline for completion of the expansion. The marketing campaign will also reach out to private parking operators for inclusion in the Parking Guidance System, with the possibility of pursuing mutual advertising opportunities. The marketing campaign, based on the above guidelines, will be expected to reach all stakeholders, including policy makers, business associations, residents, customers, and visitors.

Outreach materials and marketing shall be provided in multiple languages (at a minimum bilingual English/Spanish) as appropriate to each community or neighborhood. LADOT must approve all marketing materials and advertisements.

Deliverable(s):

- Design and conduct public outreach and marketing campaigns to educate the public about the LA Express Park program, including the introduction of new technologies and significant changes to the program, over the life of the contract.

#### **4.7 Warranty, Parts, and Service**

The following provisions shall be included to support the LA Express Park™ program:

##### **Spare Components/Parts Inventory**

- Meter components shall be modular and interchangeable.
- The Contractor shall provide a recommended Spare Components/Parts inventory list, including recommended quantity to be maintained in City facilities, expected life expectancy and unit price of each part/component.
- Regular orders for spare parts shall be shipped within one (1) day of the issuance of the purchase order.

##### **Warranty**

- The Contractor shall be responsible for assuring that all equipment purchased for the LA Express Park™ program has a minimum three (3) year warranty period from the date of acceptance by the City, or as negotiated with the City.
- The Contractor shall be responsible for working closely with the manufacturer(s) regarding any warranty issues and shall negotiate and process all warranty claims
- Parts/components shipped to the manufacturer(s) for warranty services shall be repaired or replaced and returned to the City within five (5) business days or as negotiated with the City. Manufacturer(s) shall be responsible for all shipping costs associated with warranty repairs.

Deliverable(s):

- Manage warranties on all equipment and parts purchased for the LA Express Park program.

#### **4.8 Potential New Parking Management Technologies**

LADOT has identified several areas in its current parking management system where there are opportunities for improvement. Task 4.8 requires the Contractor to summarize their approach from among the following areas of potential technological advances. Contractors should include a comprehensive description (including cost estimates) for as many items from the list below as possible, but Contractors will not be evaluated on the number of areas but instead the quality of solutions proposed (there is no minimum number of areas required in this section).

##### **4.8.1 Create a Digital Inventory of Curb Assets (Code the Curb)**

- Build and maintain a real-time digital inventory of parking meters and associated assets that integrates with the City's digital inventory of curbside assets, including LADOT's [Code the Curb](#) effort. Coordination with other LADOT curb management efforts and associated pilot programs will be required.
- Ensure the openness and interoperability of the inventory data to facilitate information sharing across City departments and external stakeholders by following [CDS](#) standards.

##### **4.8.2 Development and Integration of Curbside Management Strategies**

- Use Flex Zones to dynamically manage the increasing demand for access to the curb in real-time, for vehicle parking, passenger pickup and drop-off, delivery and emergency vehicles, and other passenger services.
- Monetize the curb in real-time, including the latest in mobile and in-car payments, ALPR, and other means of monetizing special purpose curb zones.
- Curb management systems may include asset-light or asset-free platforms and approaches to manage the curb in real-time.

##### **4.8.3 Integration of New Technologies**

- Expansion of pay-by-cell and other forms of payment, including other contact-less formats, and in-car payments

- Promotion of data-sharing among cities, private mobility providers, and other stakeholders, by adhering to data standards such as Curb Data Specification ([CDS](#)), Mobility Data Specification ([MDS](#)), and the Alliance for Parking Data Standards ([APDS](#))
- Automatic Number-Plate Recognition (ANPR) or mobile License Plate Recognition (LPR) Technologies
- Systems to measure vehicle occupancy, including sensors and new detection methods
- App integration, including in-car navigation
- Asset-light technologies
- Asset-free technologies
- Integration with traffic management systems
- Integration of data, e.g. Vehicle to Infrastructure (V2I) and Vehicle to Vehicle (V2V), into an inventoried and dynamic roadway, curb, and sidewalk management system
- Meters with increased functionality, information gathering and dissemination, and increased customer service capability
- Improvements and/or alternatives to the DMS for effective and safe communication of information to drivers
- Further development of parking guidance systems that include real-time occupancy information and integration into hands-free interactive navigation applications
- Proposers should relate curbside management proposals to the City's policy concerns regarding safety for all vehicles, drivers, riders, and pedestrians, environmental issues, confidentiality of data, and policies favoring every citizen equitably. In particular, LADOT needs to make a stronger case with the State Legislature to change the California Vehicle Code (CVC) to rationalize parking policies for disabled persons and veterans.

#### 4.8.4 Incorporate Parking Data from Private Garages

- Continue to enable LADOT's centralized system to provide an open platform, which simultaneously facilitates the real-time integration of third-party vendor systems and the sharing of parking information with multiple public and private partners, to increase communication, transparency, and user participation in transportation guidance and planning.
- Expand travel guidance capabilities to inform the consumer of all travel options, encouraging multi-mode solutions combining the automobile trip with alternative forms of mobility, as well as coordinating on-street policies with off-street policies (as described in Section 4.1).

#### Deliverable(s):

- Summarize the Contractor's approach to the introduction of new technologies and improvements to the LA Express Park program, as described in Section 4.8, including a comprehensive description and cost estimates.

## **SECTION 5. PERFORMANCE STANDARDS AND PENALTIES**

### **5.1 Overview**

In the context of this RFP, Performance Standards are defined as the minimum standards necessary and acceptable for the functioning of the City's IPMS and the LA Express Park™ program, including the integration of any new technologies. The City expects a high degree of reliability and responsiveness from the selected Contractor. As a result, reasonable performance standards relative to the various elements associated with the contract including the system-wide, software operating system and the parking guidance system will be developed and made a part of the Contract. **Meeting these Performance Standards is the responsibility of the selected Contractor.**

## 5.2 Initial Product Performance Standards

The Contractor shall initially supply documentation and/or reports of accepted, existing performance standards, reflective of how the "product" will perform under normal operating conditions. This should include, but are not limited to:

- Expected rates of failure by component type
- Existing maintenance programs being used by other users
- Performance and operational standards that are consistent with specifications

## 5.3 Contractual Performance Standards

Final contractual performance standards will be developed in consultation with LADOT staff during final contract negotiation. Performance Standards may include, but are not limited to:

- Timeliness of delivery, installation and operation.
- Availability and access to data at all times, three hundred sixty-five (365) days per year.
- Availability of local technical support and/or "service desk" support.
- Efficiency of data processing and transmittal components, report development and data accuracy.
- Efficiency and compliance of credit/debit card and "smart" card transactions, three hundred sixty-five (365) days per year.
- Efficiency of alarm reporting system issued in real-time, three hundred sixty-five (365) days per year.
- Performance metrics for initial and future software development and technology solutions.

Quality and performance of units shall comply with contractual terms. The Contractor shall be responsible for component verification testing under guidance from LADOT. The Contractor shall include a test plan covering units, system, security, and auditing. This test plan shall describe the proposed approach taken with each state of test, the processes involved, testing tools utilized, acceptance criteria, and sign-off procedures.

The negotiated contract shall contain performance standards for future systems, technology solutions, and program additions that are introduced during the life of the contract. The Contractor shall be fully responsible for all documentation of requirements, testing plans, and especially for conducting internal testing before acceptance testing and release.

## 5.4 Performance Penalties

Non-performance penalties, liquidated damages, and default remedies will be developed during final contract negotiations. By entering into the contract with LADOT, the Contractor agrees that in the event the equipment and/or related maintenance, and administrative and communication services to be provided by the Contractor, and its subcontractors, are not in conformance with the standards contractually agreed to, penalties and/or liquidated damages listed below for such non-compliance, may be assessed. Such penalties or liquidated damages will be based on the reasonable costs to offset the damages and costs which LADOT will incur. Any penalties assessed shall take into consideration the assumption of the Contractor's future compliance with contract terms, conditions and specifications.

### 5.4.1 Liquidated damages will be the responsibility of the contracting entity, and will be assessed as follows:

- LADOT will monitor the agreed upon contractual performance standards and will routinely provide, and communicate to the Contractor, information relative to potential issues.
- If a failure in performance occurs, including the inadequate release of any new system component or solution, LADOT will notify the Contractor of such failure, by immediately transmitting a "Notice of Default" by email; such notification shall include all supporting data.
- The Contractor shall respond to the City within one (1) business day acknowledging receipt of the Notice of Default; failure to respond to the Notice will result in a penalty of five hundred dollars (\$500) per business day.
- The Contractor shall submit a plan to the City to correct the problem within seven (7) business days of the receipt of the Notice of Default, and shall report to the City every seven (7) business days thereafter, the status of the problem and attempts to correct it. Failure to submit the weekly status report will result in a penalty of five hundred dollars (\$500) per business day.
- The Contractor shall have up to thirty (30) business days to cure items in default; this time period may be extended by LADOT. Should the default not be repaired within the thirty-business day (30-business day) period, the Contractor shall be liable to pay:
  - All LADOT labor costs associated with repair or replacement of parts or materials necessary to cure the default;
  - LADOT's costs of all parts and materials necessary to cure the default;
  - Any costs of disposal of equipment associated with the LADOT's repair of the default;
  - Any incidental or consequential damages, including any revenue losses directly associated with and resulting from the default.
- LADOT shall respond to the Contractor within two (2) business days in response to written requests for information concerning alleged defaults; delay by LADOT shall result in a corresponding extension of time for the Contractor to complete its response to the alleged default.
- All performance guarantees and liquidated damages shall commence upon the LADOT's acceptance of system equipment through the warranty period, including any extensions.

#### 5.4.2 Liquidated damages for resulting Contract shall include, but are not limited to:

- The Contractor shall complete the conversion from Merge™ to the Contractor's system within six (6) months of contract execution. Any time beyond six (6) months will be subject to liquidated damages of five hundred dollars (\$500) for every business day of delay beyond six (6) months.
- A Delivery and Deployment Schedule shall be provided within ten (10) business days of the effective date of the Contract. Failure to submit such a schedule shall result in liquidated damages of one thousand dollars (\$1,000) per business day until submitted.
- In the event a new contractor is selected to assume the responsibilities of the current contract, the original Contractor shall provide an end-of-contract transition plan to accommodate any approved plan to transition to a new contract/system as determined by the contract. The original Contractor shall cooperate with the new contractor to complete the transition to the new system/contract within thirty (30) business days of receiving notice to do so, and will be subject to liquidated damages of five hundred dollars (\$500) for every business day of delay thereafter.
- Delays beyond five (5) business days on critical items listed in the Delivery and Deployment Schedule shall result in liquidated damages of one hundred dollars (\$100) per each business day of delay thereafter.
- Should Contractor-supplied equipment be damaged or stolen during Contractor-performed maintenance and support services, the Contractor shall repair or replace said equipment within four (4) business days. If a Contractor fails to repair or replace, LADOT shall have the option to repair or replace at its cost, and to subtract these amounts from any monies owed to the Contractor. LADOT shall notify the contractor in a timely manner if it chooses to exercise this option.
- Should a Contractor fail to provide maintenance or support within the time frame provided in the Contract, the LADOT shall notify the Contractor of the default in writing. Liquidated damages of one thousand dollars (\$1,000) per business day shall be assessed for every business day following such notice.
- Should a Contractor fail to respond to a Notice of Default within one (1) business day, liquidated damages of one thousand dollars (\$1,000) per business day shall be assessed.
- Should the Contractor fail to provide plans for correcting action to a default to the LADOT on a weekly basis, liquidated damages of five hundred dollars (\$500) per week shall be assessed thereafter on a weekly basis.
- For each instance the Contractor fails to respond to telephone contact to its service desk within thirty (30) minutes, liquidated damages of one hundred dollars (\$100) per hour of delay past the first thirty (30) minutes shall be assessed.

## **SECTION 6. PROPOSAL FORMAT AND SUBMISSION**

### **6.1 Proposal Content**

Award of the contract resulting from this RFP shall be to the best and most responsive Contractor, and shall be based upon a determination of which proposal is the most advantageous to the City in terms

of functionality, cost, and other factors as specified elsewhere in this RFP. The City reserves the right to reject all offers and discontinue the RFP process, or to accept other than the lowest priced proposal, if deemed necessary or appropriate by the City to ensure the optimal management and support of the City's intelligent parking management system and LA Express Park™ program.

It is the Proposer's responsibility to prepare a proposal that is representative of the Proposer's qualifications. If there is any additional information that would assist the City in accessing the proposal better, the Proposer should include all such information in its response under the title Additional Information.

The RFP has been structured to provide specific requirements that function as a standardized framework for the evaluation of a prospective Contractor's qualification.

The evaluation criteria (explained in Section 7 [Evaluation and Selection Process]) will allow LADOT to examine the qualifications of the Contractor, qualifications of the proposed staff, operating methodology, and cost effectiveness for operation of the service. The Selection Committee will evaluate and rank all proposals with respect to the evaluation criteria.

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. The response to this RFP must be made in accordance with the requirements and format set forth in this Section, this RFP, and the attached exhibits. Failure to adhere to all applicable requirements, including those following in this Section, and those pertaining to the desired format, may be cause for rejection and render the proposal non-responsive.

Contractors may also wish to propose additional measures that supplement RFP requirements. Such proposal(s) shall be separately priced and shall describe how the option(s) would be integrated into the stated requirements of the RFP.

**All proposals shall be comprehensive and cover all aspects of the Scope of Work. Incomplete proposals will be deemed non-responsive.**

**Contractors should note that proposals may be disqualified for failing to comply with the submission deadline, attendance at the mandatory Pre-Proposal Conference, and City Contracting Requirements.**

#### 6.1.1 Cover Letter

Each proposal must be accompanied by a cover letter (limited to one (1) page) that contains the title "City of Los Angeles, Department of Transportation, Intelligent Parking Management System and LA Express Park™ Project, RFP ID# 208361" and a general statement of the purpose for submission, including the following information:

- Legal business status (individual, partnership, corporation, other) and the address and telephone number of the Proposer.
- Name, title, address, telephone number, and email address of the person(s) authorized to

represent the Proposer to enter negotiations with the City with respect to the RFP and any subsequently awarded contracts. The cover letter shall also indicate any limitation of authority for any person named.

- The cover letter must be signed by a representative or officer of the proposer who is authorized to bind the Proposer to all provisions of the RFP, to all offers, statements, and pricing submitted in the Proposal, to a contract and any subsequent changes to the contract, if award is made.

#### 6.1.2 Experience

Contractors must demonstrate the ability to perform the terms of this proposal. This section should list at least three (3) other projects and services performed by the Contractor that are similar to those described in this RFP, along with a summary of each project. Please provide this information in Attachment 1: Experience and Reference Form.

#### 6.1.3 References

The Contractor shall provide contact information (contact name, address, phone, and email) for at least three (3) other clients currently using or that previously used services described in Section 6.1.2 for at least one (1) year. In the event a Contractor does not have three (3) such references, they may submit three (3) other references from other clients using other, similar systems/products for one (1) year. Ideally, references shall be clients that currently use the products that you are proposing. Please provide this information in Attachment 1: Experience and Reference Form.

#### 6.1.4 Staffing and Organization

The Contractor shall submit the proposed staffing for the performance of work that includes the following information:

- A list of all required personnel and their qualifications for each key position, with resumes of all key personnel, including the Project Manager.
- An organizational chart must be submitted, and shall include the location information for each team member. The Contractor shall highlight team members who reside in the greater Los Angeles area.
- If subcontractors are to be used, describe the arrangement and their expected role in the project.

#### 6.1.5 Management Plan and Project Costs

##### **Statement of Project Approach**

This section shall include a description of the Contractor's understanding of the project and the services the City is expecting to be provided, including a summary of the highlights of the proposal and a brief discussion of the overall benefits of the proposal to the City of Los Angeles. The proposal shall describe the Contractor's planned methods and resources that will be used to

perform all tasks included in the Scope of Work (Section 4) above, including a description of the proposed technological solutions. Contractors shall include any substantive or innovative ideas that are supplemental to the RFP requirements.

### **Schedule**

Each proposal shall include a detailed product delivery timeline and proposed implementation schedule, including specific delivery items. This will include a detailed timeline for delivery of the IPMS solution and the expansion of LA Express Park™, including all proposed hardware and software, delivery, implementation of the components associated with the parking information guidance system, any associated deployment costs, and the potential integration of new solutions and technologies.

### **Project Costs**

The proposal must include a Proposed Pricing Schedule with itemized costs for all services and their associated fees for all tasks described in the Scope of Work in Section 4. This includes hourly rates of all professional, technical, and support staff, and other charges associated with the completion of the work. The Proposed Pricing Schedule shall provide costs for the five-year (5-year) contract period plus three (3) optional one-year (1-year) renewals.

For the selected Contractor, the Proposed Pricing Schedule shall be valid for one (1) year after the signing of the Contract. Subsequent increases for services shall be limited to the annual change in the Consumer Price Index for All Urban Consumers (CPI-U) as defined by the US Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim area, not to exceed a five percent (5%) increase each year. Likewise, should there be a decrease in the CPI-U, the fee schedule shall be adjusted downward to reflect that decrease. Pricing adjustments for all equipment and parts shall be proposed by the Contractor and will be considered only if based directly on the Contractor's direct cost increase or decrease amounts. Pricing adjustments shall only be considered once per calendar year and no changes shall be made sooner than twelve (12) months apart.

The fee proposal shall be in US dollars, and include the following where applicable:

- The total cost for the individual tasks provided in the Scope of Work in Section 4 above;
- Hourly rates for all team members;
- A comprehensive pricing schedule of all equipment, spare parts, components, and new systems costs;
- Software development and installation costs for all solutions and technologies;
- Warranty costs for all pertinent items and systems;
- Proposed maintenance services costs;
- Applicable support and communication costs;
- Costs, if any, involved in deployment of system components;
- Costs to provide product support, training and long-term assurances of customer service through the deployment cycle of this system.

The Proposed Pricing Schedule shall include individual component pricing for license costs, including future support and maintenance costs of the Contract, hardware and software requirements and network requirements. The Proposed Pricing Schedule shall include costs relating to testing of the various system(s) and verification of parking data delivery as offered in the proposal. Prices for local support activities shall be itemized.

## **Personnel**

Due to its critical nature, Contractors must discuss in detail how they propose to attract and maintain a high-quality labor force, including wages and benefits (specify), pay-for-performance incentives, work environment, and other efforts to minimize employee turnover and retain qualified personnel.

### **6.1.6 Additional Information (Optional)**

If there is any additional information that would assist the City in assessing the proposal better, the Contractor should include all such information in the proposal under the title of “Additional Information.”

### **6.1.7 City Contracting Requirements**

All compliance documents listed in *Appendix A: City Contracting Requirements & Checklist* must be submitted with the proposal or as instructed. Failure to comply with these requirements may render the proposal non-responsive. Exemplars and/or explanatory materials for each item are provided in the cited attachments.

For consistency of reference, all documents should be included in the order listed in the provided checklist, and marked as an attachment with the corresponding letter designation utilized in this RFP (e.g., See **Appendix A – Section D: Non-Collusion Affidavit**).

Because some requirements require extensive time to complete, the City strongly encourages Contractors to begin these activities prior to the Pre-Proposal Conference.

### **6.1.8 Financial Background**

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

## **6.2 Submitting Proposals**

This RFP, including the supporting attachments and exhibits, provides the specifications, qualifications, requirements, evaluation criteria, and guidance for all Contractors to follow to prepare a response to this solicitation. The City will review and evaluate all written proposals from responsive proposers for potential contract award based on the required content provided and the evaluation criteria outlined below in Section 7.

All solicitation responses must be received no later than **Friday, April 19, 2024, 3:00 PM PST**, submitted electronically via [Hightail](#) to [ExpressPark@lacity.org](mailto:ExpressPark@lacity.org) with a copy to [lindsey.estes@lacity.org](mailto:lindsey.estes@lacity.org).

LADOT will not accept any hard copy responses, including hand-delivery, USPS, or mail courier. All proposals must be submitted through [Hightail](#) with a file name containing: the respondent company name, RFP ID# 208361, and "RFP for Intelligent Parking Management System and LA Express Park". Additional information pertinent to the RFP, including compliance forms, shall be submitted in separate PDF documents via Hightail. Late submittals will not be accepted.

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

Any technical difficulties encountered while submitting a proposal through Hightail must be reported immediately to both the PM at [ExpressPark@lacity.org](mailto:ExpressPark@lacity.org) and the Contract Administrator at [lindsey.estes@lacity.org](mailto:lindsey.estes@lacity.org). The e-mail must be received prior to the Proposal due date/time and must include the following:

- Company name and contact information
- Description of difficulties encountered including screenshots or other information to document the technical issue encountered
- Description and supporting documentation, if applicable, of attempts to troubleshoot with Hightail

Based on evaluation of the above information the Department may provide the Contractor the opportunity to submit the proposal via an alternate method. If the above procedures are not followed as stipulated or sufficient evidence provided, the Department will not accept the proposal.

The proposal must be in PDF format and submitted in three (3) parts:

#### **Part 1 - Proposal and Contractor Background**

All documentation requested in Section 6.1.1 - 6.1.6 shall be submitted together. All responses shall not exceed sixty (60) pages, exclusive of cover, dividers, resumes, and forms (Attachment 1). The proposal must include a table of contents and numbered pages for ease of review by the evaluation committee. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

## **Part 2 - Mandatory City Contracting Requirements**

All City Contracting Requirements requested in Section 6.1.7, and specified in Appendix A, must be submitted in a separate PDF document.

## **Part 3 - Financial Background Statement**

All details required under Section 6.1.8 must be submitted in a separate PDF document.

This RFP has been drafted in a format that will facilitate ease of consideration of the proposals and to ensure a fair and impartial selection process. Any irregularities in this RFP, the proposals received, the review process and/or the award of a contract shall be considered and addressed within the sole discretion of LADOT. No rights or legal causes of action shall accrue to any Contractor as a result of the process undertaken. LADOT will recommend an award based on the proposal that represents the “Best Value” to the City as outlined in this RFP.

### **6.3 Mandatory Pre-Proposal Conference**

A web-based **Mandatory Pre-Proposal Conference** will be held on Thursday, March 7, 2024 at 10:00 AM (PST) via Zoom Platform.

Register in advance for this meeting on Zoom using the following link:

[https://us02web.zoom.us/webinar/register/WN\\_32WGAvvwSjy1CHBpkM5xqw](https://us02web.zoom.us/webinar/register/WN_32WGAvvwSjy1CHBpkM5xqw)

After registering, you will receive a confirmation email.

Following the mandatory pre-proposal conference there will be a web-based **Meet the Primes Networking Session**. This will allow subcontractors to meet potential prime contractors. To register for the networking session, please use the following link:

[https://docs.google.com/forms/d/e/1FAIpQLSfoY-W5nR4S3UxjZ-5ngeoNxHTxCdX1MjZrmkrsLpis0mzeg/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSfoY-W5nR4S3UxjZ-5ngeoNxHTxCdX1MjZrmkrsLpis0mzeg/viewform?usp=sf_link)

Proposers may submit written inquiries by Google Form at:

<https://docs.google.com/forms/d/e/1FAIpQLSdmZ-Os0j8sXwMuVDAg3FmphMRral67mwQv2bBwzsHTYqadsg/viewform> prior to the pre-proposal conference or at the conference via the virtual platform. Further questions must be submitted prior to the end of Thursday, March 14, 2024 by 5:00 PM (PST). No questions or requests for clarifications will be accepted after this date. Answers to all questions will be provided via RAMPLA.

**ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IS MANDATORY - at least one representative from each potential Contractor team must attend. Anticipated or potential subcontractors are also encouraged to attend. Proposals submitted by firms that do not attend the Pre-Proposal Conference will be considered non-responsive and will be rejected.**

### **6.4 Addenda/Clarifications**

Proposers must submit a written request for clarification, interpretation or corrections of any discrepancies or omissions in the RFP. If it becomes necessary for LADOT to revise any part of this RFP, or to provide clarifications or additional information after the RFP document is

released, a written addendum will be posted online on the RAMPLA website. The proposer shall acknowledge the addendum/addenda by printing and signing the addendum/addenda and including the document(s) in the appendix of the proposal. Proposals that fail to acknowledge receipt of any written addendum or addenda may result in the rejection of the proposal as non-responsive.

### **6.5 Acceptance of Terms and Conditions**

Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP unless otherwise expressly stated in the proposal.

### **6.6 Proposal Conditions and Limitations**

Proposals that set forth conditions or limitations different from those set forth in the RFP may be considered non-responsive and rejected.

### **6.7 Conference During the Proposal Period**

After expiration of the time to submit proposals and continuing until a contract has been awarded, all City personnel involved in the project are directed NOT to hold any meetings, conferences or technical discussions with any Proposer except as provided in this Section. Proposers shall not communicate in any manner with City personnel regarding the RFP or the proposals during this period of time, unless authorized, in writing, by the Evaluation Committee. Failure to comply with this requirement will automatically terminate further consideration of that bidder's proposal.

### **6.8 Terms of Withdrawal**

Proposers may withdraw their proposal provided that a request is submitted in writing and is received prior to the proposal deadline. A written request to withdraw, signed by an authorized representative of the Proposer, and must be submitted to LADOT Headquarters, with a copy emailed to [ExpressPark@lacity.org](mailto:ExpressPark@lacity.org) and [lindsey.estes@lacity.org](mailto:lindsey.estes@lacity.org) to ensure timely receipt. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the specified submission deadline.

After the Proposal due date/time, no Proposer may withdraw their proposal. A Proposer will not be released on account of errors in its proposal. All proposals shall be firm offers and may not be withdrawn for a period of three hundred and sixty-five (365) calendar days following the deadline date for submission of proposals noted herein.

### **6.9 Execution of Proposals**

If the proposal is submitted by a joint venture, then both firms must sign the proposal in the name of the joint venture. If the Proposer is a corporation, the proposal must be signed on

behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice-president and a secretary, treasurer or chief financial officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. If the Proposer is a partnership, the proposal must be signed in the name of the partnership by a general partner thereof.

#### **6.10 Disposition of Proposals**

All proposals submitted in response to this RFP will become the property of the City of Los Angeles and a matter of public record. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims is exempt from disclosure under the Public Records Act, (California Government Code Sections 6250 et seq.).

Any Proposer claiming such an exemption must also state in its proposal that the bidder agrees to defend any action brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore. Any Proposer who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said Act.

#### **6.11 Limitations**

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

The Proposer understands and agrees that the City shall have no financial responsibility for any costs incurred by the Proposer in responding to this RFP.

The City of Los Angeles Administrative Code, Division 10, Chapter 1, Article 2, Section 10.15 (d) requires that every proposal, bid, or offer shall have thereon or attached thereto the affidavit of the bidder indicating that: such proposal is genuine, not sham or collusive, nor made in the interest of any person not therein named; that the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a sham bid or to refrain from proposing; and that the Proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other Proposer. Any proposal made without such affidavit, or found to be in violation thereof, shall not be considered. (Reference Appendix A, Section I.D.)

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

### **SECTION 7. EVALUATION AND SELECTION PROCESS**

#### **7.1 Evaluation Criteria**

Proposals will be evaluated based on the overall best value to LADOT based on the criteria set out in this RFP or otherwise reasonably considered relevant. Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Proposer's abilities to meet the requirements of this RFP.

All proposals will be reviewed by the City to determine if the proposals contain minimum essential requirements outlined in the RFP, including instructions governing submission and format and compliance with Mandatory City Contracting Requirements, including the outreach requirements of the Business Inclusion Program (BIP) (Refer to Appendix A, Section I.A.). Those Proposals deemed non-responsive will be notified in writing.

Proposals will be evaluated on the following criteria: qualifications of the Contractor, quality of the technical solution, project approach, and the Contractor's capability to provide operations and maintenance. A selection committee will evaluate and rank all proposals with respect to the evaluation criteria.

## **7.2 Selection Committee**

A Selection Committee appointed by the LADOT will evaluate the proposals. In addition, LADOT will appoint a Committee Chair from among the Committee members. The Selection Committee will examine each proposal to determine which responsive proposals meet the mandatory requirements described in this RFP.

A Screening Phase for initial review of the proposals will be followed by a two-phase evaluation process. Proposals not meeting the minimum requirements as set forth in this RFP will be rejected as non-responsive. Contractors passing the screening process phase of the evaluation will move forward to the Phase I evaluation process where they will be assigned points based on various aspects of their proposals. Contractors receiving the highest three scores based on the written proposals will move to the Phase II process. In Phase II of the process, Contractors may be required to make one (1) or more oral presentations to the Evaluation Committee and will be notified of the time and place at least five (5) calendar days prior to the presentation.

The Committee will recommend the selection of one (1) Contractor based on the outcome of the final two (2) Phases of the evaluation process. The Committee will submit its recommendation to the General Manager of the City of Los Angeles Department of Transportation who thereafter will transmit the award recommendation to the Mayor and City Council for review and approval prior to contract execution.

## **7.3 Screening Phase**

During the Screening Phase, the Selection Committee will screen each proposal to determine the most responsive, comprehensive, and all-inclusive proposals by using the following criteria:

- The proposal effectively reflects the Contractor's understanding of the systems/programs envisioned by the City.

- The Contractor's stated willingness and ability to perform all the requirements outlined in the RFP.
- The Contractor's written assurance that all equipment, services, and software will meet or exceed specifications outlined in the RFP. Contractors shall explicitly note any and all instances where they cannot meet the requirements, or where it would be impractical or impossible to do so.
- The Contractor's demonstration to effectively provide resources and staffing to meet any engineering or service problems that may arise during all phases of the contract.
- The Contractor's ability to provide the necessary facilities and financial resources to complete all contract requirements within the contract timeframe.
- The completion of all required responses in the correct format.
- The responsiveness of the proposed equipment, service, and software to the specifications and other requirements contained in the RFP.
- Determine whether the Contractor's proposed services and systems design reflect sufficient resources necessary to continue managing and operating an effective parking management system, parking information/guidance system, and LA Express Park™.
- The Contractor's ability to take responsive, rapid, and effective action should the need to respond to unanticipated maintenance and critical situations arise. Contractors must be prepared to explain to the Selection Committee how they would handle various maintenance and project-related situations.

#### 7.4 Phase I - Written Proposals

All proposals passing the screening phase of the evaluation process will be evaluated by the Selection Committee based upon their ability to meet the desired performance criteria as set forth in the RFP. Scoring will be based on each Contractor's respective references, ability to articulate their capabilities, expertise, experience, proficiency with innovation, and successes as related to the criteria outlined in the RFP.

##### 7.4.1. Evaluation Criteria

The following represents the proposal evaluation criteria:

#### Intelligent Parking Management System – Proposal Evaluation

Item #	Evaluation Factors	Points
		Possible
<b>1</b>	<b>Qualifications of Contractor – 20%</b>	<b>20</b>
	a. Project management qualifications including years of relevant recent experience, level of commitment to the project and demonstrated record of performance in the supply, delivery, installation, and operation of an intelligent parking management system and on-street parking technologies.	

	c. The extent and depth of the Contractor's and its team members' experience in the design, installation and operation of a comparable system and/or its major components.	
	d. Contractor's demonstrated ability to deliver projects on schedule and within budget.	
	e. Qualifications of key personnel and associated entities or subcontractors; percentage of key personnel's time devoted to each task; and proximity of Contractor's project management team to Los Angeles.	
<b>2</b>	<b>Quality of the Technical Solution – 25%</b>	<b>25</b>
	a. The Contractor demonstrates a thorough understanding of the project: its goals and objectives; the systems integration requirements; the major risks; the need for public education and acceptance; and the importance of delivering the project capabilities on time and within budget.	
	b. The Contractor has recognized the need for systems integration with the other systems currently being used to manage the City's parking operations. These include citation processing, adjudication, parking enforcement, coin collection, and future systems and technologies, etc. The Contractor's system integration plan includes these ancillary systems.	
	c. The Contractor's technical solution is cost effective. The staff resources are appropriate for the tasks. These include the required skill sets, the budgeted hours and the budgeted cost per hour.	
	d. The extent to which the proposal will provide for features, new innovations, or new technologies that are desired, but exceed the minimum requirements for the project.	
<b>3</b>	<b>Project Approach – 20%</b>	<b>20</b>
	a. Clear, feasible, appropriate and thorough technical approach to the delivery (if applicable) and maintenance of systems and services.	
	b. Innovative approach to design, integration, and use of software, hardware, equipment, and communications.	
	c. Project plan includes a well-defined, professional marketing and public relations plan to assist in program implementation, and to advertise public parking program capabilities and changes to the public. Plans include the expansion of the LA Express Park™ website.	
	d. Completeness of Project Plan. Contractors shall identify all of the major tasks involved and their relationship to one another.	
	e. Proposer's demonstrated ability to respond to changing environmental conditions or changing requirements.	
<b>4</b>	<b>Operations and Maintenance – 20%</b>	<b>20</b>
	a. Contractor's capability to provide reliable and quality daily operations of the system/programs to meet overall system/program performance measures. These measures include system up-time, and support of maintenance operations and parking enforcement.	
	b. Plan for maintenance support for all parking system components, including service desk availability.	

	c. Provide specified warranties (if applicable) and expected performance standards for all components, and meter and sensor hardware vis-à-vis normal operating conditions, vandalism, malfunction, or destruction of equipment. Provide a plan for parts supply and delivery during the warranty period if applicable, and for equipment replacement in future years.	
<b>5</b>	<b>Potential New Innovations and Technologies - 15%</b>	<b>15</b>
	Proposal includes a summary of options for future system integration with innovations and technologies, and overall improvements in parking management. The evaluation of the proposed solutions will be based on the quality of the approach (including cost estimates); there is no minimum number of areas of new technologies required from the list shown in Section 4.8.	

### 7.5 Phase II - Oral Presentations

After scoring the written proposals, Evaluation Committee members shall turn in their scores for each respondent to the Chair. Committee members shall not share their scores with other Committee members or any other party. The Chair shall tally and summarize the scores for each Committee member, including him or herself. The respondents receiving the top three (3) scores from the Phase I scoring of the written proposals will be placed on a short list. Note that these scores will only be used for screening purposes to establish the shortlist and will not be used in determining the recommended respondent.

All respondents on the short list may be required to make one or more oral presentations and highlight the strengths of the proposal, which may include system demonstrations. Failure to appear for the scheduled oral presentation shall be grounds for disqualification from the procurement; however, LADOT reserves the right to exercise discretion if there are extenuating circumstances. No proposal may be altered or enhanced during the oral presentation. Evaluation Committee members may ask respondents questions about their proposal.

The oral presentation(s) will allow each Contractor to discuss its proposal and provide additional information the Contractor wishes to present to further clarify its ability to perform the program requirements. Following the oral presentation(s) by each Contractor before the Selection Committee, each Contractor will also be required to answer a series of standard questions and specific questions relative to the specific proposals.

After each oral presentation, each Committee member shall score the respondent using the four evaluation criteria and points from Section 7.4 and considering both the written proposal and oral presentation (final score). Committee members shall not share scores with anyone else. LADOT reserves the right to schedule more than one (1) interview if the Department determines that doing so will improve the Committee's understanding of a respondent's proposal.

### 7.6 Evaluation by Forced Ranking

Upon conclusion of the oral presentations, the oral interviews, and applicable system demonstrations, the Selection Committee will determine which Contractor is/are most qualified to meet LADOT's needs of this RFP based on forced ranking.

Each Evaluation Committee member shall rank all respondents from highest to lowest based on the final scores he or she gave to each respondent. In the event of a tie in points, the Committee member shall still rank the respondents. Equal rankings shall not be allowed. Each Committee member shall turn in both their final scores and summarize the ranking. If a consensus ranking is achieved then the highest ranked respondent shall be recommended. If a consensus is not achieved, then the respondent with the highest-ranking average rank (with each Committee member's ranking weighed equally) shall be recommended. In the event of a tie, the Chair shall recommend the preferred respondent from among the tied respondents and shall document in writing the reason for his or her decision. The Chair shall present the Evaluation Committee's recommendation to the General Manager. The General Manager is the final decision maker at LADOT and will submit the department's recommendation to the Mayor and City Council.

Note that scores will only be used for purposes of forced ranking by each Committee member. Under no circumstances will the sum of final scores be used to select the recommended respondent.

### **7.7 Local Business Preference Program Ordinance**

Proposers are advised that any proposal submitted and contract awarded from this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.25, Local Business Preference Program (LBPP) Ordinance 187121. The City is committed to maximizing opportunities for local businesses and local small businesses in Los Angeles County as well as business entities working with the hardest-to-employ populations. The LBPP Ordinance allows the Department to apply additional points to the Proposal's final score under certain conditions.

Refer to Appendix A, Section II.M. for further information regarding the requirements and application of the Ordinance.

## **SECTION 8. TERM OF CONTRACT**

Subject to the approval of the Mayor and/or City Council and subject to the approval of the City Attorney as to form and legality, the City intends to contract with one (1) Contractor to provide and manage an intelligent parking system and the expansion of LA Express Park™, including the integration of new technologies as noted in the Scope of Work. The selected Contractor shall be required to enter into a written contract with LADOT in a form approved by the City Attorney. The contract will be in effect for a period of five (5) years, and LADOT shall have the right to exercise up to three (3) one-year (1-year) options to extend the contract term. The total term for the contract shall not exceed eight (8) years. This will ensure continuity of the IPMS, services, technical support, and supplies through the decade, including several high-profile events, namely the 2026 World Cup and 2028 Olympics.

The City reserves the right to invoke a month-to-month clause with thirty-day (30-day) written notice to the selected Contractor, and continue the Contract under the same terms and conditions until another contract is awarded to ensure continuation of services.

This RFP, associated addenda, and the submitted proposal(s), or any part thereof, shall be incorporated by reference into the final contract. However, LADOT reserves the right to negotiate the terms and conditions of the contract further with the selected Contractor.

In the event of any conflict, the terms of the Contract and the RFP govern over the Proposal unless specifically stated otherwise.

## **SECTION 9. COMPENSATION AND PAYMENT**

The City shall pay the Contractor based on the costs contained in the submitted cost proposal, not to exceed the budget approved by the City, for the complete and satisfactory performance of the terms and conditions of the Contract for the period agreed upon. The contract ceiling for the awarded Contractor will be determined by the awarded proposal and the final cost proposal. The full scope of work will be fully contingent on ongoing funding availability for the program, as allocated through the annual City of Los Angeles budget. The contract will, in any event, include a maximum “not-to-exceed” cost to LADOT. For as-needed improvements and/or additional work performed, compensation for this work will be approved in advance by LADOT in accordance with Section 4 [Scope of Work].

LADOT reserves the right to increase/decrease the number of items in the Scope of Work using the current proposed cost and hourly rates, and delete services, if necessary, from time to time. Should LADOT elect to do this, LADOT will revise the total contract cost with the selected Contractor and such agreed-upon changes will be formalized by a contract amendment, which will be subject to review and approval of the Mayor and/or Council.

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

During the term of the contract, the selected Contractor will submit invoices with sixty (60) days in arrears to the City. Invoices must include documents supporting all charges and eligible expenses for the services performed as set forth in this RFP.

All invoices and supporting documents will be reviewed by the City for approval and accuracy. The City agrees to pay undisputed invoices within thirty (30) days upon receipt of invoices. If invoices have been disputed, the City has the right to require additional evidence to determine the validity and accuracy of the invoices. Therefore, the City has the right to withhold payment to the Contractor until such evidence has been received and the corrections have been made.

Invoices must be task specific, organized by the type of task, and must include the completed work product for the task.

The selected Contractor must keep a daily log of all tasks, incidents, and activities occurring during the performance under this contract, and must provide LADOT a Monthly Performance Report compiled from these logs and submitted with the monthly invoice(s).

If necessary, the selected Contractor must cooperate with LADOT to establish and improve, as needed, the contract documentation and payment procedures.

## **SECTION 10. RECORDS AND AUDITS**

### **10.1 Audit and Inspection of Records**

The selected Contractor agrees that the City or any of its duly authorized representatives, for the purpose of audit and examination, will be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project(s), and to audit the books, records, and accounts with regard to the project(s).

It is agreed that the examination of books, project records, trip logs, time sheets and payroll records, reports, and accounts of the selected Contractor will be made in accordance with generally accepted auditing standards applicable in project related circumstances and that as such, said examinations may not require a detailed audit of all transactions. Testing and sampling methods may be used in verifying invoices and related reports submitted by the selected Contractor.

Deficiencies ascertained by the use of such testing and sampling methods by applying the "percentage of error" obtained from such testing and sampling to the entire period under examination will be binding on the selected Contractor and to that end will be admissible in court to prove any amounts due to the City from the selected Contractor. This will not prevent the selected Contractor from producing all actual records and figures in court to rebut the sampling method. The City will then conduct an audit of all records for the audit period. In the event any deficiency in the amount of five percent (5%) or greater of the compensation payable to the City hereunder is ascertained, the selected Contractor agrees to pay the City for the entire cost of the audit as well as any other deficiencies, payments and liquidated damages due under this or any other provision of the contract within thirty (30) days of receipt of the City's billing.

At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for examination, all necessary records with regard to the service provision, start-up, and capital purchase costs. The City will have the authority to audit, examine and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls, records, records of personnel, conditions of employment, and other statistical data relating to all matters covered by the Contract.

The City reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted, controlled, or advanced in any way, however tangible or intangible. Such sites may include the home office, any branch office, or other locations of the selected Contractor if such sites or the activities performed thereon have any relationship to the program covered by the Contract. City auditors shall be provided with adequate and appropriate workspace in order to

conduct audits, and shall be allowed to interview any employees of the Contractor. It is the responsibility of the selected Contractor to ensure the cooperation of all employees with any procedure pertaining to the audit.

All project records prepared by the selected Contractor shall be owned by the City and be made available to the City at no additional charge. The City may elect to authorize representatives of other project funding partners to inspect, audit and analyze the records of the selected Contractor in operating this service, preparing the bid for this service, or of the operation of any similar service.

The City will have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguisher, sprinkler system, etc., to safeguard property and/or equipment authorized by the Contract.

When a fiscal or special audit determines that the selected Contractor has received payments from the City which are questionable under the criteria set forth herein, the selected Contractor will be notified and given the opportunity to justify questioned items prior to the City's final audit report.

If such audit finds that the City's dollar liability for such service is less than payments made by City to the selected Contractor, then selected Contractor agrees that the difference will be either (1) repaid forthwith by selected Contractor to City by cash payment or (2) at LADOT's General Manager's option, deduct against any future payments hereunder to selected Contractor.

If such an audit finds that City's dollar liability for service is more than payments hereunder to selected Contractor, then the difference will be paid to selected Contractor by the City, provided that in no event will the City's maximum obligation, as set forth in the Contract be exceeded.

The City will determine any amount to be paid to the selected Contractor during the period of audit. The City has the authority to withhold funds pending a final determination by the City of any questionable expenditures.

## **10.2 Maintenance of Records**

The Contractor shall maintain records for expenditures incurred directly or indirectly under the Contract as it relates to the provisions of service, start-up costs, or purchase of capital equipment authorized under the Contract. A record of such expenditures by line item will be maintained in a file and be made available for examination in accordance with the Contract.

Records, in their original form, shall be maintained in accordance with requirements covered by the Contract and in support of service provision, start-up, capital expenditures, quarterly, monthly, and daily logs and reports. Such records shall be retained for a period of five (5) years after termination of the Contract if all other pending matters are closed. "Pending matters" include, but are not limited to an audit, litigation, or other action involving the records. The City may, at its discretion, take possession and retain said records.

Records in their original form pertaining to matters covered by the Contract shall, at all times, be retained within Los Angeles County unless authorization to remove them is granted in writing by the City.

The Contractor shall reimburse the City all costs associated with audits of any original documents and records maintained by the Contractor in any County other than Los Angeles County.

Results of record inspection may indicate the need for changes and/or modifications. The Contractor shall cooperate with the City to establish and improve the system, and maintain flexibility so the modifications may be implemented quickly.

### **10.3 Property Records**

Property acquired, leased or rented with the funds provided under this Contract shall be properly maintained and accounted for as set forth below.

A record shall be maintained for each item of the program. The record shall include: a) description of the item of property, software, and licensing, including model and serial number, if applicable; b) date of acquisition or being turned over to the Contractor; c) the acquisition cost or assigned value to the program; d) maintenance records or programming records, if applicable; e) software licenses; and f) source of acquisition.

The record shall indicate whether the item of property was new or used at the time of acquisition.

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

### **10.4 Accounting Practices**

The City must approve all of the selected Contractor's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to audit documents. The Contractor's system of accounting procedures must be submitted and approved by the City prior to any disbursement of funds to the selected Contractor.

The selected Contractor shall maintain a system of internal fiscal control in accordance with commonly accepted accounting practices as approved by the City. Internal fiscal control compromises the plan of organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, assure adherence to prescribed management policies, and properly account for project income.

The Contractor agrees that, should the City determine that the Contractor's record keeping, reporting techniques, or data collection are inadequate to allow for effective monitoring and evaluation of the program, the City shall have the right to demand whatever record it deems adequate to correct such deficiencies in matters pertaining to the execution of the contract. Should these books and records

still not meet the City's minimum standards of the accepted accounting practices, the City reserves the right to withhold any or all payments to the selected Contractor until such time the selected Contractor meets these standards.

### **10.5 Validity of Financial Documentation Submissions**

Financial reports required to be prepared and submitted by the Contractor to the City shall be accurate and correct in all respects. Should an inaccurate report be submitted to the City, the City may require the Contractor to secure the services of a licensed accounting firm. The costs of such accounting services are to be borne by the Contractor, unless specifically agreed to between the Contractor and the City in a written amendment.

### **10.6 Records and Audits of Subcontracts**

Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the expenses. The subcontractor shall furnish the City any statements, records, reports, logs, data, or other information as the City may request, in such form as the City may require, regarding all matters and work performed by any subcontract pertaining to this RFP.

Their records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within Los Angeles County for a period of five (5) years after receipt of final payment under this Contract, unless authorization to remove them is granted in writing by the City.

Expenditures pertaining to subcontracts must be supported by properly executed documents evidencing in detail the nature of each expense. The Contractor shall furnish the City any statements, records, reports, logs, data, or other information as the City may request, in such form as the City may require, regarding all matters and work performed by any subcontract pertaining to this RFP.

These records must be made available to the City upon request for copying, audit, and inspection at any time during normal business hours.

## **SECTION 11. GENERAL TERMS AND CONDITIONS**

### **11.1 Standard Provisions for City Contracts**

During the term of the contract, selected Contractor and subcontractors must comply with the Standard Provisions for City Contracts (Rev. 9/22) [v.1] hereby incorporated by reference and attached within Appendix A.

Per the Provisions of Section PSC-23 of the Standard Provisions for City Contracts, during the term of the Contract and without limiting CONTRACTOR'S obligation to indemnify, hold harmless and defend CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the City's Risk Management Division, as indicated on Form Gen. 146 in Appendix A hereto.

### **11.2 City Contracting Requirements**

Compliance documents outlined in the City's Contracting Requirements must be submitted with the proposal or through RAMPLA.org as specified in Appendix A. Failure to comply with these requirements may render the proposal non-responsive. Examples and/or explanatory material for each item are provided in Appendix A. For consistency of reference, all documents should be included in the order listed, and marked as an attachment with the corresponding letter designations utilized in the provided checklist. Failure to submit all required forms will deem a proposer non-responsive and disqualify said proposal.

Because some of the requirements require extensive time to complete, the City strongly encourages proposers to begin these activities prior to the Pre-Proposal Conference.

### **11.3 COVID-19 Vaccination Requirement**

In accordance with Ordinance 187134, adopted by the Los Angeles City Council on August 20, 2021, employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under an Agreement with the City (collectively, "In-Person Services"). "Fully vaccinated" means that fourteen (14) or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel has been fully vaccinated. The contractor shall retain such proof for the document retention period set forth in the Agreement with the City. The contractor shall grant medical or religious exemptions to Contractor Personnel as required by law.

### **11.4 Contracts with Other Parties**

The selected Contractor must not enter into contracts with any other party for use of equipment or personnel dedicated to the IPMS and LA Express Park™ programs, including work performed as described in this RFP, without the approval of LADOT.

The selected Contractor must present to LADOT a list of all grants or funding agreements concerning either program, if any, which the selected Contractor has entered with any other public or private organizations.

### **11.5 Independent Contractor**

The performance of the selected Contractor under this contract will be in the capacity of an independent Contractor, and with the understanding that no employee or subcontractor of the Contractor will be a City employee by virtue of the Contract.

### **11.6 City Representative Authorization**

The Contractor shall refrain from any action, which would create or tend to create obligations, express or implied, on behalf of the City. It is understood that the Contractor is not and shall not be the legal representative or agent of the City and that the Contractor shall not be authorized to make any promise, warranty or representation except as specifically provided for in the Contract or as otherwise agreed to in writing between the parties.

### **11.7 City Identified Meetings and/or Training Sessions**

Upon commencement of the work performed as described in this RFP, LADOT and the selected Contractor will meet quarterly, or as needed, during the contract period, to discuss any problems or issues and review recommended work proposals. The Contractor shall work closely with LADOT staff to resolve the issues.

### **11.8 Payroll, Taxes, and Other Charges**

The Contractor is solely responsible for payment of all employees' wages and benefits, and subcontractors' costs. Without any additional expense to the City, the Contractor must be responsible for remitting any applicable federal or state withholding taxes, estimated tax payments, social security payments, unemployment compensation payments, or any other fees, taxes, or expenses whatsoever. The Contractor must defend, indemnify, and hold the City harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

The Contractor shall pay all taxes of whatever character that may be levied or charged upon its equipment, facilities improvements, fixtures, or upon its operation hereunder. Contractor shall also pay all license or permit fees necessary or required by law for the conduct of its operation hereunder. It is expressly understood and acknowledged by the parties hereto that any amounts payable hereunder shall be paid in gross amount, without reduction for any other governmental taxes or charges.

### **11.9 Data and Intellectual Property**

All data and information gathered and/or related to LA Express Park™ and subsequent contracts, including right, title, and interest in city data, will remain the property of the City. The Contractor has no intellectual property rights or other claims to city data that is hosted, stored, or transferred to and from the products or the cloud services platform provided by the Contractor, or to the City's confidential information. The Contractor will cooperate with the City if the Contractor becomes aware of any potential infringement of those rights in accordance with the provisions listed in this RFP. See Appendix C for further details about City data and intellectual property contract language.

The selected Contractor will be required to fill out and sign the City's Master Data License and Protection Agreement (Appendix D).

#### **11.10 Performance Monitoring by the City**

The failure of the City to insist upon strict performance by the Contractor of any provision hereunder in any one or more instances shall not constitute a waiver of such provision by the City nor shall, as a result, the City relinquish any rights, which it may have under the Contract.

#### **11.11 Limitations of Subcontracting**

The Contractor shall not subcontract any function, duty or work without the expressed approval of the City. Also, the Primary Contractor is required to comply with subcontractor substitution requirements, which should be submitted to LADOT Project Manager. The Contractor will hold all subcontractor(s) to the same standards, as set for in this RFP, Exhibits, and Appendices and all other written documentation regarding this program. Further, the selected Contractor will evaluate and approve the work performed by subcontractors and vendors they contract with.

#### **11.12 Additional Requirements**

The City, after consulting with the Contractor, may develop additional reasonable requirements under the Contract by mutually agreeing to a written amendment to the Contract.

### **SECTION 12. PROTEST PROCEDURES**

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

#### **12.1 Protest Submission**

A protest relative to this solicitation must provide details of the facts that support the basis for the protest. Protests must be submitted in writing and be postmarked by the deadline described in the Subsections below for the specific protest.

All protests must be sent by certified mail with return receipt to:

City of Los Angeles  
Department of Transportation  
Attn: Laura Rubio-Cornejo, General Manager

100 South Main Street, 10th Floor  
Los Angeles, California 90012

At a minimum, protest document must include the following:

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

## **12.2 Content Protest**

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

## **12.3 Protest Against Another Respondent**

Protests must be sent certified mail and postmarked between the date of the solicitation posting on the RAMPLA and before the date LADOT changes the RAMPLA solicitation status to “bidder selected”. If filing a protest against another respondent, LADOT will only consider such protests if it appears that either RAMPLA may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

## **12.4 Contract Compliance Protest**

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

## **12.5 Selection Process Protest**

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

## **12.6 Protest Review Process**

Protests meeting the above criteria will be analyzed by LADOT personnel and any recommended actions will be presented in a written report to the Mayor’s Office. Protesting parties and firms

protested against will be notified of the time and date that the written report will be discussed in a public session by the Standing Protest Committee. This Committee will consist of two (2) members of the City's Board of Transportation Commissioners and at least two (2) members of LADOT senior management staff not otherwise involved with the Response evaluation.

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

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

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

## **12.7 Protests and Subcontractors**

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

## **SECTION 13. GENERAL CITY RESERVATIONS**

**13.1** City reserves the right to verify the information in the Response.

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

**13.3** Submission of a response to this procurement process constitutes acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of three hundred sixty-five (365) days from the date set for receipt of responses. The Contractor selected for a contract award pursuant to this procurement process will be required to enter into a written contract with the City approved as to form by the City Attorney. This solicitation and the Response, or any parts thereof, may be incorporated into and made a part of the final contract. The City reserves the right to further negotiate the terms and conditions of the contract.

The final contract offer of the City may contain additional terms or terms different from those set forth herein.

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

**13.5** The City reserves the right to withdraw this solicitation at any time without prior notice and the right to reject any and all responses. The City makes no representation that any contract will be awarded to any Contractor responding to this procurement process.

**13.6** The City reserves the right to extend the deadline for submission. Contractors will have the right to revise their Response in the event the deadline is extended.

**13.7** All costs of response preparation are the responsibility of the Contractor. The City, in any event, is not liable for any pre-contractual expenses incurred by the Contractor in the preparation and/or submission of the response.

**13.8** Responses will be reviewed and rated by the City as submitted. Contractors may make no changes or additions after the deadline for receipt.

**13.9** A Contractor will not be recommended for a contract award, regardless of the merits of the Response submitted, if it has a history of contract noncompliance with the City or other funding source or poor past or current performance with the City or other funding source.

**13.10** The City reserves the right to retain all responses submitted and the Responses shall become the property of the City. Any department or agency of the City has the right to use any of the ideas presented in the Responses submitted in response to this procurement process. All responses received by the City will be considered public records subject to disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Contractors must identify any material they claim is exempt from disclosure under the Public Records Act. In the event such exemption is claimed, the Contractor will be required to state in the Response that he or she will defend any action brought against the City for its refusal to disclose such material to any party making a request thereof. Failure to include such a statement shall constitute a waiver of Contractor's right to exemption from disclosure.

**13.11** Upon completion of all work under the contract, ownership and title of all reports, documents, plans, drawings, specifications, and estimates produced as part of the contract will automatically be vested in the City of Los Angeles, and no further contract will be necessary to transfer ownership to any City entity. Copies made for the Contractor's records shall not be furnished to others without written authorization from the City of Los Angeles, Department of Transportation.

**13.12** The City may award a contract on the basis of the Responses submitted, without discussions, or may negotiate further with those Contractors within a competitive range. Responses should be submitted on the most favorable terms for the City the Contractor can provide.

## **Section 14. APPENDICES**

Appendix A: City Contracting Requirements & Checklist

Appendix B: Off-Street Parking Facilities Included in LA Express Park™

Appendix C: City Data Intellectual Property Contract Language

Appendix D: Master Data License and Protection Agreement

Appendix E: SoCal 511/METRO RIITS Network Requirements

Appendix F: RAMP Business Inclusion Program (BIP) Walkthrough Manual

Attachment 1: Experience and Reference Form