REQUEST FOR BIDS

ADVANCED TRANSPORTATION SYSTEM AND COORDINATION (ATSAC) HUB REPLACEMENT

CITY OF LOS ANGELES
LOS ANGELES WORLD AIRPORTS

7301 WORLD WAY WEST, 10TH FLOOR
LOS ANGELES, CA 90045

RFB Issue Date: Tuesday, June 4, 2024
BIDS Due: Tuesday, July 16, 2024

SUMMARY INFORMATION

REQUEST FOR BIDS
FOR
ADVANCED TRANSPORTATION SYSTEM AND COORDINATION (ATSAC) HUB REPLACEMENT
AT
LOS ANGELES INTERNATIONAL AIRPORT

DESCRIPTION:
Los Angeles World Airports ("LAWA"), a department of the City of Los Angeles ("City"), is issuing this Request for Bids ("RFB") to solicit bids ("Bid" or Bids") from qualified construction firms ("Bidder" or "Bidders") capable of providing **construction services to replace a City of Los Angeles Department of Transportation ("LADOT") Advanced Transportation System And Coordination (ATSAC) Hub**, which includes, but is not limited to installation, commissioning, and activation of a new ATSAC Hub and its miscellaneous infrastructure. The estimated construction budget for this Project is **Ten-Million dollars ($10,000,000.00)**. The expected contract duration is not to exceed **three (3)** years with all work to be performed within four hundred twenty (420) calendar days from Notice to Proceed. Bidders will provide a Bid for the Scope of Work in the form provided as Attachment 3 – Bid Form. For full details of the required scope for this project, please see the Contract Documents.

The draft contract type is attached as Attachment 1 – Draft Contract Agreement ("Contract") to this RFB. The contract specific mandatory Business Enterprise ("BE") goals are detailed in Sections 11.5 Small Business Enterprise Requirements (SBE), 11.6 Local Business Enterprise and Local Small Business Enterprise (LBE/LSBE) Program and Attachment 2 – Administrative Requirements.

TERM: 3 years

PERIOD OF PERFORMANCE: 420 Calendar Days

PRE-BID CONFERENCE:
Tuesday, June 18, 2024, at 10:00 AM., Pacific Time

BIDS DUE NO LATER THAN:
Tuesday, July 16, 2024, on or before 2:00 PM, Pacific Time

BID SUBMISSION:
Please refer to Section 7.1 of this RFB

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E-MAIL: **jflannigan@lawa.org**

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REQUEST FOR BIDS
INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1. Invitation

The City of Los Angeles, Los Angeles World Airports (LAWA) is inviting bids from qualified construction firms capable of performing construction services pursuant to a contract for the Advanced Transportation System and Coordination (ATSAC) Hub Replacement Project at Los Angeles International Airport (LAX). It is the intention of LAWA to enter into a contract with the lowest responsive and responsible bidder to provide construction services as described in this Request for Bids, Instructions to Bidders and the attached documents.

2. SCOPE OF WORK

This project includes, but is not limited to, replacement of an existing City of Los Angeles Department of Transportation (LADOT) Automated Traffic Surveillance and Controls (ATSAC) hub which includes the installation, commissioning, and activation of a new ATSAC Hub, along with its miscellaneous infrastructure, which shall require the following:

- install prefabricated ATSAC hub and communication equipment;
- install new duct banks;
- install new traffic signals;
- install new interconnect and fiber conduit;
- remove existing interconnects and fiber conduits;
- coordinate cable splicing and system cut-over;
- utility pothole investigations;
- install concrete slab foundations and concrete masonry unit walls;
- trenching;
- install electrical transformer;
- install new backup propane stand-by generator;
- maintaining existing ATSAC hub until new ATSAC hub is fully operational;
- decommission and abandon/remove existing hub, equipment, conduits, pull boxes, once new hub system is fully operational; and
- coordination with LADOT and their vendor General Data Communication (GDC).

Please refer to the Contract Documents for more information. The successful Bidder will be required to provide LAWA with all labor, materials, and equipment necessary and reasonably inferable to complete the work in accordance with LAWA's requirements, which are set forth in the Contract Documents.

3. PRE-BID INFORMATION

3.1. Pre-Bid Conference

LAWA will conduct a Pre-Bid Conference for this procurement. Please see the Summary Information Page for exact details of time and place. This information is also listed on LAWA's Bonfire page (LAWA.bonfirehub.com). At the Conference, LAWA will provide an overview of the proposed scope of work, including the procurement process, schedule, Buy American requirements, and administrative requirements. Attendance at the Pre-Bid Conference is optional, but highly recommended.

3.2. Americans with Disabilities Act
As covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its bids, programs, services and activities. Sign Language Interpreters, Communication Access Real-Time Transcription, or other auxiliary aids and/or services may be provided upon request. If an individual with a disability requires accommodations to view a pre-bid conference, please contact LAWAProcurements@lawa.org at least seven (7) business days prior to the scheduled event.

4. AVAILABILITY OF REQUEST FOR BIDS AND OTHER DOCUMENTS

4.1. Request for Bids
LAWA utilizes the Regional Alliance Marketplace for Procurement ('RAMP') for the advertisement of RFPs for proposers and Bonfire for documents, addendums, information and submissions related to this procurement. In addition, should LAWA amend the requirements set forth herein, a written addendum will be issued reflecting any changes and such an addendum will be posted at https://lawa.bonfirehub.com.

4.2. Standard Plans of the City of Los Angeles
Copies of the Standard Plans of the City of Los Angeles, Department of Public Works, and Bureau of Engineering are available for purchase at the Public Counter, Suite B-10, 1149 South Broadway Street, Los Angeles, CA 90015.

For information regarding availability and prices of the Standard Specifications for Public Works Construction, contact the publisher, Building News Inc., 990 Park Center Drive Suite E, Vista, CA 92081, telephone (888) 264-2665.

4.3. State of California, DOT Standard Plans and Specifications
Copies of the State of California Department of Transportation Standard Plans and Specifications may be obtained from the State of California Department of Transportation Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, telephone (916) 445-3520.

5. CONTENTS OF BIDS

5.1. Overview
The Bid package shall consist of the following two (2) parts:

- Administrative Requirements Forms
- Bid Forms

A Bid Package shall be submitted via LAWA.bonfirehub.com in the format instructed. Forms and documents must be fully completed with e-signatures, or scanned with blue ink original signatures. Bidders are required to submit these electronic documents via Bonfire. LAWA will not accept submissions via fax, email, or delivery of physical documents.

5.2. Administrative Requirements Forms
Bidders shall complete all the Administrative Requirements Forms enclosed herein as RFB Attachment 2, Administrative Requirements, and shall initial any and all interlineations, alterations, or erasures in its submissions. The Bidder shall not delete,

modify, or supplement the printed matter on the Administrative Requirements Forms, or make substitutions thereon.

5.3. Bid Forms

Each bid is to be submitted on the bid forms furnished in RFB Attachment 3, Bid Forms, and in accordance with these Instructions to Bidders. If an updated bid form is provided by an addendum, then the updated form must be used for the bid.

5.3.1. Bid

The Bid Form must be completed in its entirety. Any space left blank, any unauthorized addition, change, condition, limitation, or provision attached to the bid form may render it non-responsive. No telegraphic modification of a bid will be considered. Bidders must acknowledge all addenda in the space provided. The bid shall meet all the requirements set forth herein.

Bidders must use the Bid Table in Bonfire to populate the unit prices of the Schedule of Work and Prices; the program will automatically calculate the total bid. The unit prices must represent the amounts for which the Bidder proposes to supply all material and perform all Work required by the Contract Documents. Any blank cells in the bid table will be flagged by the program as an “error”, and may render the bid non-responsive.

5.3.2. Minimum Qualifications

5.3.2.1 Prime Bidder Experience

The successful Bidder is required to have experience as Prime or Joint Venture Partner on a construction project in multimodal transit across a wide range of large-scale urban campuses, regions, and/or city of similarly complex environments in excess of fifteen-million dollars ($15,000,000.00) in value.

The firm is required to have contracted with the City of Los Angeles or other Government agencies to perform similar work currently, or within the last fifteen (15) years.

5.3.2.2 Traffic Signal Contractor/Subcontractor Experience

The Traffic Signal Contractor/Subcontractor and their Job Superintendent shall have at least five (5) years of verifiable experience with installing and modifying LADOT ATSAC traffic systems in accordance with LADOT REDBOOK specifications.

Various communication HUB facilities are owned and maintained by the LADOT. Due to the highly specialized nature of the work and equipment, the Subcontractor/firm doing the work shall be experienced with ATSAC communication HUB facilities and meet the following requirements.

That the Subcontractor/firm proposed has performed similar work for the LADOT and is familiar with their requirements and installation standards.

That the Subcontractor/firm proposed is certified by General Data communication (GDC) to provide installation services and equipment.

That the Subcontractor/firm proposed has at least five (5) years' experience with similar turnkey ATSAC communication HUB installations, including testing and commissioning.

The Traffic Signal Contractor/Subcontractor shall have at least five (5) years of verifiable experience with installing and modifying Fiber Optic cables. The contractor shall be familiar with LADOT ATSAC fiber optic system and speciation.

The completed Prime Bidder Experience Form must be submitted with the bid on the form provided as Attachment 3 (b).

If the Bidder is a Joint Venture, then the Joint Venture Entity shall meet the Minimum Qualifications as a Joint Venture pursuant to this Request for Bids and submit the Prime Bidder Experience Form. Alternatively, the Joint Venture can meet the requirement if each company forming the Joint Venture submits the Prime Bidder Experience Form and each company meets the Minimum Qualification independently.

For more information, please refer to Special Conditions and Project Requirements.

5.3.3. List of Subcontractors

The bid must be accompanied by a list which (a) specifies the name, address, and California Contractor License # of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent of the prime contractor's total bid or $10,000.00, whichever is greater; and (b) specifies the portion of the work to be done by each subcontractor. Such list is required to be submitted with the bid on the form titled List of Subcontractors provided as Attachment 3 (c).

5.3.4. Not Used

5.3.5. Key Staff Personnel

5.3.5.1. Senior Project Scheduler

The Contractor is required to employ or retain the services of a Senior Project Scheduler - an individual who is part of the Contractor's management staff fully and only dedicated to developing and maintaining the project schedule. The Project Scheduler shall have at least ten (10) years of verifiable experience as the person primarily responsible for preparing and maintaining detailed project schedules on projects of the same or similar size and nature as this project. The Contractor shall submit the Project Scheduler's resume to LAWA with its Bid. The background information to be submitted shall include:

- Identification, qualifications, and experience of the Contractor's Project Scheduler
- References of not less than five (5) previous projects of like type and size on which the Contractor's Project Scheduler has utilized Critical Path Method (CPM) scheduling.

LAWA reserves the right to disapprove any candidate or Scheduling System proposed for the Project. LAWA reserves the right to remove any member of the Contractor's scheduling staff that is, in LAWA's opinion, not performing scheduling work in accordance with the scheduling requirement.

5.3.5.2. Traffic Signal Job Superintendent

The Contractor is required to employ or retain the services of a Traffic Signal Job Superintendent - an individual who is part of the Contractor's management staff that is full time on the project. The Traffic Signal Job Superintendent shall have at least ten (10) years of verifiable experience as the person primarily responsible for constructing and installing traffic signal improvement on projects of the same or similar size and nature as this project. The Contractor shall submit the Traffic Signal Job Superintendent's resume to LAWA with its Bid. The background information to be submitted shall include:

- Identification, qualifications, and experience of the Contractor's Electrical/ Traffic Signal Job Superintendent
- References of not less than five (5) previous projects of like type and size on which the Contractor's Traffic Signal Job Superintendent was a foreman or superintendent for the project.

LAWA reserves the right to disapprove any candidate proposed for the Project. LAWA reserves the right to remove any member of the Contractor's staff that is, in LAWA's opinion, not performing work in accordance with the Contract document and requirement.

6. BID FORMAT

6.1. Signing of Bid

By signing the bid, the Bidder is stating:

- the facts represented in the bid are true and correct,
- the Bidder provided accurate contact information including telephone number(s), and e-mail address, and
- the signer has authority to sign on behalf of the contracting entity.

THE BID MUST BE SIGNED.

If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; if it is made by an entity, it must be signed by an officer or officers with authority to contractually bind the entity.

6.2. Only One Bid Accepted

LAWA will accept only one (1) bid for this RFB from any one Bidder. This includes bids submitted under different names by one firm, corporation, partnership, or joint venture. Evidence of collusion among Bidders shall be grounds for disqualification of any Bidder who is a participant in any such collusion.

6.3. Joint Ventures or Partnerships

If the Bidder is a partnership or joint venture, the Bidder must submit with its bid a copy of the partnership or joint venture agreement. That agreement must describe the scope

and amount of Work each participant will perform and contain a provision that each participant will be jointly and severally liable to LAWA for completing all of the Work and to third parties for all duties, obligations, and liabilities which arise out of the joint venture's performance of the work. Each member of the joint venture or partnership must respond to all elements of the Administrative Requirements separately (including Vendor Identification Forms, City Ethics Commission Forms etc.), and a copy of each joint venture or partnership agreement must be included with the Administrative Requirements Forms.

6.4. Cost of Bids
The City of Los Angeles and LAWA are not responsible for any costs incurred by Bidders while preparing or submitting bids. All Bidders who respond to solicitations do so solely at their own expense.

6.5. Withdrawal of Bids
A Bidder may withdraw their submitted bid at any time prior to the specified due date and time. Requests must be in writing. After withdrawing a previously submitted bid, the bidder may submit another bid at any time up to the specified due date and time.

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of LAWA, and the bid shall be subject to acceptance by LAWA for a period of three (3) months.

7. BID SUBMISSION INSTRUCTIONS

7.1. Bid Delivery Instructions
Please refer to instructions in LAWA.bonfirehub.com.

7.2. Bid Due Date
Please refer to the Summary Page for the exact time and place that bids are due. LAWA may extend the deadline for bids if it deems necessary. This will be done via Addendum.

8. BID EVALUATION

8.1. Initial Review
After receipt of the bids, LAWA will review all bids to ensure that the LAWA-requested forms are included and that the Bidders are deemed responsive to this RFB in accordance with the criteria set forth in this RFB.

8.2. Evaluation of Administrative Requirements
This evaluation is conducted on a Pass/Fail basis. The submission will be reviewed by LAWA to determine if it is complete. The Bidder's failure to comply with the instructions or to submit a complete bid may result in the bid being deemed non-responsive.

8.3. Information Requested and Not Furnished
The information requested and the manner of submission is essential to permit prompt evaluation of all bids. Accordingly, LAWA reserves the right to declare as non-responsive and reject any bids in which information is requested and is not furnished or when a direct or complete answer is not provided.

8.4. Right to Verify Information
LAWA reserves the right to verify all submitted information, including contacting the referenced clients. All information stated in the bid shall be factual, truthful, and shall

not be misrepresented in any manner. Any information stated in the bid found to be a misrepresentation of past experiences shall be considered as grounds for disqualification of the bid.

8.5. Evaluation of Bids and Bid Errors
The Bidder is liable for all errors or omissions committed by Bidder in preparing the bid and for any consequences due to the errors or omissions. Bidders will not be allowed to alter, correct, or amend bid documents after the due date and time for submission.

8.6. Mathematical Corrections on Bids
In the case that the amount listed in the Unit Price Total is not the correct sum of the Unit Price multiplied by the Quantity, the Unit Price amount shall govern and the Unit Price Total shall be corrected along with the Total Bid amount accordingly.

If the Total Bid amount listed is not the correct sum of the Unit Price Totals, the Unit Price Totals shall govern and the Total Bid shall be corrected accordingly. The mathematically correct lowest Total Bid shall be the basis to determine the lowest responsible Bidder for award of the Contract.

8.7. Incorrect Bid Information
If LAWA determines that a Bidder provided incorrect information for consideration in the evaluation process, which the Bidder knew or should have known, was materially incorrect, that Bidder may be deemed non-responsive.

8.8. Prohibition of Alternate Terms and Conditions
Bidders may not submit their own contract terms and conditions in response to this RFB. If a bid contains supplemental terms and conditions, LAWA, at its sole discretion, may determine the bid to be a non-responsive counteroffer.

8.9. Waiver of Minor Irregularities
LAWA reserves the right, at its sole discretion, to waive minor irregularities contained in any bid submitted for this RFB.

9. INTERPRETATIONS AND CLARIFICATIONS OF THIS RFB

9.1. Request for Information In Writing
The Bidder may request, in writing, information, clarification, or interpretation of any aspect of the RFB Documents. Such requests must be made in writing via (LAWA.bonfirehub.com).

9.2. Deadline for Requests
All requests for information, clarification, or interpretation must be received at least fourteen (14) calendar days before the date and time set for receipt of bids. All RFB documents and related documents, including applicable questions and information requests and responses, will be posted on and downloadable from LAWA.bonfirehub.com. It shall be the bidder's responsibility to ensure it has reviewed all such interpretations or clarifications. Inquiries or clarification requests received after the fourteen (14) calendar days may not receive a response.

9.3. Oral Inquiries

LAWA will not accept or respond to oral inquiries. The City of Los Angeles and LAWA are not responsible for any answers not published on LAWA.bonfirehub.com.

9.4. Response to Requests

If LAWA determines that a decision or interpretation requires that an addendum to the RFB document be issued, such an addendum will be in writing and published on LAWA.bonfirehub.com.

9.5. Prohibited Communication

Bidders may not directly contact or communicate with any LAWA employee (with the exception of identified LAWA Procurement Staff), LAWA consultant, or elected official in relation to this project, the content of the procurement, or to the selection process at any time prior to the notification that the contract has been awarded. Until notification of the award is published on RAMPLA, all communications must be in writing and follow the instructions in this RFB. Failure to comply with these procedures may result in disqualification of the involved firm, at the sole discretion of LAWA.

10. ADDENDA

10.1. Right to Revise RFB

LAWA reserves the right to revise the RFB documents at any time. Any such revision(s) shall be done exclusively through and described in addenda to the RFB. The addendum shall be published on LAWA.bonfirehub.com.

10.2. Postponing Due Date

Any new deadline date for submitting bids to LAWA shall be communicated via an Addendum. Any postponement will be published on LAWA.bonfirehub.com.

10.3. Addenda Availability

Each addendum will be published on LAWA.bonfirehub.com. Addenda so issued are to be considered a part of this RFB.

10.4. Bidders Responsibility

It shall be the Bidder's responsibility to ensure it has received and reviewed all such addenda to the bid documents. Bidders must acknowledge receipt of all addenda with their bid. LAWA may disqualify the Bidder for any failure to acknowledge receipt of addenda.

11. CITY POLICIES AND AGREEMENTS

11.1. Contractors License

Bidder shall possess an active Class A California Contractors License with all required supplements at the time of submitting its bid. If the Bidder is not in possession of such a license at the time the bid is submitted, said bid will be deemed non-responsive and will be rejected pursuant to California Business and Professions Code Section 7028.15(e).

11.2. City of Los Angeles Labor Requirements

Prevailing wage, affidavit of non-collusion, antitrust claim assignment, nondiscrimination, childcare program, child support obligations, and affirmative action provisions are to be part of any contract awarded pursuant to this notice.

Bidders are required to comply with LAWA's Contractor Responsibility Program, the standards for which are contained in the contract documents.

11.3. Federal and State Labor Requirements

11.3.1. Affirmative Action

To be eligible for award, each Bidder must comply with the Affirmative Action requirements which are contained in the contract documents.

11.3.2. Equal Employment Opportunity

The proposed contract is under and subject to Executive Order 11246, dated September, 24, 1965, as amended, and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions.

11.3.3. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11.3.4. Prevailing Wage

All labor on the project shall comply with applicable provisions of the California Labor Code and Federal, State, and local laws related to labor. The Prevailing Wage determination for this contract shall be the effective California Department of Industrial Relations (DIR) General Prevailing Wage determination issued 10-days prior to the date of advertisement of proposal. The Contractor shall pay California State Prevailing Wage, for that particular trade class and classification. The DIR General Prevailing Wage Determination can be obtained at https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm, under "Director's General Prevailing Wage Determinations". The LAWAs Labor Compliance Liaison is Antonio Dupre, and the Department of Public Works, Bureau of Contract Administration monitors prevailing wage matters for the City of Los Angeles, utilizing LAWAs LCPtracker compliance software system.

The applicable Department of Industrial Relations (DIR) Prevailing Wage is: 2024-1, is included by reference.

11.4. Administrative Requirements

Please see Attachment 2: Administrative Requirements, which includes the following topics and required forms:

- Vendor Identification Form
- Affidavit of Non-Collusion Forms
- Bid/Proposal Bond
- Campaign Contribution Restrictions (CEC 55 Forms)
- Contractor Responsibility Program
- Iran Contracting Compliance
- Equal Benefits Ordinance

- Insurance
- Municipal Lobbying Ordinance
- Small Business Enterprise Program
- Local and Local Small Business Enterprise Program
- Disabled Veterans Business Enterprise Program
- Subcontractor Participation Plan
- Affirmative Action
- Assignment of Anti-Trust Claims
- Child Support Obligations
- First Source Hiring (language only)
- Insurance Requirements (language only)

11.5. Bid Bond, Certified Check, or Cashier's Check:

The Bid must be accompanied either by a check certified by a responsible bank in the City of Los Angeles, or a cashier's check issued by a responsible bank, or a corporate surety bond of a responsible surety company for an amount not less than ten percent (10%) of the amount bid, payable to the order of the City of Los Angeles, Los Angeles World Airports, as a guarantee that the bidder to whom the contract is awarded will enter into the proposed contract and furnish the required bonds and as liquidated damages for any loss which may accrue from failure to do so; such payment, however, not to preclude recovery by LAWA of any amount over and above said sum to which LAWA sustains damage by reason of such failure or refusal. No bid will be considered unless accompanied by such check or bond.

If submitting a bond, bidders must use the bid bond enclosed herewith. Bidders are hereby advised that this bond guaranteeing to LAWA the full 10% penal sum thereof, regardless of the LAWA's actual damages should the bidder fail to enter into the contract and furnish the required bonds, will be acceptable. Submission of an incorrect bond may cause the bid to be nonresponsive and result in its rejection.

LAWA reserves the right to cash such check and hold the proceeds. The proceeds will become the property of LAWA if the bidder to whom the contract is awarded fails or refuses to execute the contract and bonds within thirty (30) days after the contract is awarded. Otherwise, the check or bond accompanying the successful bid will be returned upon execution of the contract. Bonds and checks accompanying the rejected bids will be returned upon award of the contract.

11.6. Small Business Enterprise (SBE) Requirements

This Contract made and entered into by the City of Los Angeles is subject to the Small Business Enterprise (SBE) Utilization and Equal Employment Opportunity Rules adopted by the City of Los Angeles. LAWA Procurement Services Division has reviewed this project and has established a mandatory Small Business Enterprise participation level. Please refer to the Administrative Requirements for the participation level percentage.

Failure to pledge to meet the SBE participation level may result in the Bidder being deemed non-responsive. Bidder's commitment to achieve the mandatory participation levels is made on the Business Enterprise Program Affidavit and on the signature page of the Subcontractor Participation Plan. The pledged commitments on both forms should match. Failure to meet pledges at the end of the contract term may result in penalties as defined in the program rules provided in Administrative Requirements.

For subcontractors identified at the time of proposal submission, prime contractor shall be responsible for determining the SBE status of its subcontractors for purposes of meeting the mandatory SBE requirement(s).

11.7. Local Business Enterprise and Local Small Business Enterprise (LBE/LSBE) Program

The LBE/LSBE program is designed as a subcontracting program. A prime contractor may not satisfy the Local Business requirement by virtue of its own status as a Local Business. A prime contractor shall satisfy the Local Business requirement only through the use of local subcontractors. A prime contractor may satisfy the Local Small Business requirement if the prime contractor itself is a Local Small Business. If a prime contractor is not a Local Small Business, it shall satisfy the Local Small Business requirement through the use of Local Small Business subcontractors. Based on the work to be performed, the mandatory LBE participation level for this project has been set with the Administrative Requirements, which includes a mandatory LSBE participation level.

Failure to pledge to meet the LBE/LSBE participation level(s) may disqualify bidding firm from being considered for award of the contract. Primes shall be responsible for determining the LBE/LSBE status of its subcontractors at the time of bid submission for purposes of meeting the mandatory LBE/LSBE requirement(s). The prime contractor's commitment to achieve the mandatory participation levels is made on the Business Enterprise Program Affidavit and on the signature page of the Subcontractor Participation Plan. The pledged commitments on both forms should match. Failure to meet pledges at the end of the contract term may result in penalties as defined in the program rules provided in Administrative Requirements

11.7.1. Disabled Veteran Business Enterprise Program (Local-State)

LAWA has received approval through its Board of Airport Commissioners to add Local-State Disabled Veterans Business Enterprises (DVBE) to the approved Mandatory Local Business Enterprise and Local Small Business Enterprise Program Ordinance. Based on the work to be performed, the mandatory DVBE participation level for this project has been set. Please refer to the Administrative Requirements for percentage.

Failure to pledge to meet the DVBE participation level may result in the proposing firm being deemed non-responsive. A prime's commitment to achieve the mandatory participation levels is made on the Business Enterprise Program Affidavit and on the signature page of the Subcontractor Participation Plan. The pledged commitments on both forms should match. Failure to meet pledges at the end of the contract term may result in penalties as defined in the program rules provided in Administrative Requirements.

For subcontractors identified at the time of proposal submission, primes shall be responsible for determining the DVBE status of its subcontractors for purposes of meeting the mandatory DVBE requirement(s).

11.8. Right to Reject Bids

LAWA reserves the right to reject any or all bids, to waive any informality in such bids, to request new bids, to not proceed to do the Work, to proceed to do the Work in any other manner for any reason, and to award a contract with or without a proposed option to extend the term, when to do so would be to the advantage of the City.

LAWA reserves the right to reject the bid of any prospective Bidder who has previously failed to timely and satisfactorily perform any contract with the City.

The receipt of bids shall not in any way, obligate the Board of Airport Commissioners or the City of Los Angeles to enter into an agreement, or any other contract of any kind, with any prospective Bidder.

11.9. Subconsultant Prohibitions

Firms or teams that are submitting a bid for this project are precluded from using consultants and/or sub-consultants that are performing work for the design, engineer, or management teams on this project.

11.10. Registration with California Department of Industrial Relations

All contractors bidding and all contractors and subcontractors listed in a bid must be registered with the California Department of Industrial Relations as required by California Labor Code Section 1725.5, unless disqualification is waived under Labor Code Section 1725.5(a)(2)(E), or unless the contractor and subcontractors are excused from the registration requirement by Labor Code Section 1771.1(a).

11.11. Title VI Solicitation Notice

LAWA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all bidders or offerors will be afforded full and fair opportunity to submit bids or offers in response to this invitation and no business will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award

11.12. LAWA Contractor Assessments

LAWA reserves its right to evaluate the performance of the successful Bidder and as outlined in the LAWA Contractor Assessment ("LAWACA") Rating Guidelines, attached hereto and incorporated herein as Attachment 12.

12. PROPERTY OF CITY/PROPRIETARY MATERIAL

12.12. Subject to Public Records Act

All documents submitted in response to the RFB will become a matter of public record and shall be thereupon considered public records. If a Bidder believes that any portion of its proposal is exempt from public disclosure, such portion shall be clearly marked "Trade Secret," "Confidential," or "Proprietary." By submitting information with portions marked in this manner, Bidder represents that it has a good faith belief that such material is exempt from disclosure under the California Public Records Act, California Government Code §§ 7920, et. seq. (the "Act"). A Bidder that indiscriminately marks all or most of its proposal as exempt from disclosure as a public record, whether by notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the proposal non-responsive and is subject to rejection at LAWA's discretion. LAWA will not

provide advice as to the nature or content of documents to protection from disclosure under the Act, including interpretations of the Act or the definitions of "trade Secret," "confidential" or "Proprietary."

LAWA is not liable or responsible for the disclosure of records marked "Trade Secret," "Confidential" or "Proprietary," including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of LAWA or its Board, officers, representatives, assigns, successors, employees or agents. At such time as proposals are deemed a matter of public record, pursuant to the above, any Bidder or member of the public shall be afforded access for inspection or copying of such proposals, by request made to LAWA in compliance with the Act.

13. AWARD OF CONTRACT

13.1. Non Assignments

No contract or portion thereof may be assigned without consent of the Board of Airport Commissioners.

13.2. Recommendation for Award of Contract

Award of the contract will be made after investigation of the responsiveness and responsibility of the low bidder. Award of the contract will be made to the lowest responsive and responsible bidder meeting the bid requirements.

The Bidder to whom the award is made will be required to furnish good and approved Performance/Contract and Payment bonds in Attachment 10 within fifteen (15) days after award of the contract is made by the Board of Airport Commissioners. Prior to commencing the work, the Contractor must have insurance approved by LAWA Risk Management. The Contractor must ensure that all subcontractors are sufficiently insured.

13.3. Execution of Contract

The Bidder may not limit, change, modify, or qualify the contract terms and conditions in its bid. The successful Bidder will be required to execute a contract with the same terms and conditions as those set forth in Attachment 1: Draft Contract Agreement. The Bidder recommended by the Executive Director for award will be required to execute the Contract prior to the meeting at which the Board of Airport Commissioners will consider the award. The Bidder must satisfy LAWA that the insurance requirements as set forth in the Administrative Requirements and the bonding requirements as set forth in the Contract Documents have been met prior to commencing the work on the Contract. No contract is final and binding until approved by the Board of Airport Commissioners. The Contract awarded by the Board of Airport Commissioners is subject to review by the Los Angeles City Council.

14. PROTESTS OF RFB CONTENT AND PROTESTS OF AWARD

14.1. Mandatory Time Limits

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

14.2. Purpose of Procedures

The purpose of the following procedures is to provide a method for resolving, prior to receipt of bids, protests regarding the content of this RFB, or prior to award, protests regarding the award of contracts by LAWA. This procedure will enable the Board of Airport Commissioners to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

14.3. Protests of RFB Content

It is the intent of this paragraph to provide Bidders with a process to formally object to the content of the RFB. A protest and all required copies relative to the content of the RFB, must be submitted in detail, in writing, signed by the protestor or by a representative of protestor, and received in the offices of the Los Angeles City Attorney's Office, Airport Division, and the Director of Strategic Sourcing, at the below addresses, before 5:00 P.M. ten (10) calendar days after issuance of the RFB by LAWA. If the tenth calendar day falls on a weekend or legal holiday, the protest period ends at 5:00 p.m. (local time) the following business day. The protest shall contain a full and complete statement specifying, in detail, the factual grounds and legal basis of the protest of the content of the RFB. The protest shall refer to the specific portion of the RFB, or other related document which forms the basis for the protest. The protest must include the name, address, and telephone number of the protestor and protestor's representatives.

All protests must be addressed to:

Director of Strategic Sourcing Division
Los Angeles World Airports
7301 World Way West, 4th Floor
Los Angeles, CA 90045

with a copy to the:

The Office of the City Attorney, Airport Division
1 World Way, Room 104
Los Angeles, CA 90045

Proposers failing to submit a protest to the content of the RFB documents, in the time and manner specified herein, including any asserted limitation, restriction, or other claimed deficiency in LAWA's solicitation, shall be conclusively deemed to have failed to exhaust their administrative remedies and to have waived and released LAWA from any potential claim or cause of action arising from or relating to the content of the RFB documents.

Only protests meeting the above criteria will be reviewed. LAWA will issue a written decision on the protest of content prior to the bid due date.

14.4. Protests of Recommended Award

It is the intent of the paragraph to provide Bidders with a process to formally object to the award related to this RFB. A protest and all required copies relative to a Recommendation to Award of a contract to a particular Bidder on this RFB, must be submitted in detail, in writing, signed by the protestor or by a representative of protestor, and received in the offices of the Los Angeles City Attorney's Office, Airport Division, and the Director of Strategic Sourcing Division, at the below addresses, before 5:00 P.M., ten (10) calendar days after the date of the bid opening. If the tenth calendar day falls on a weekend or legal holiday, the protest period ends at 5:00 p.m. (local time) the following business day. The protest shall contain a full and complete statement

specifying, in detail, the factual grounds and legal basis of the protest. The protest shall refer to the specific portion of the RFB, any submitted bid, or other document which forms the basis for the protest. The protest must include the name, address, and telephone number of the protestor and protestor's representatives.

All protests must be addressed to:

Director of Strategic Sourcing Division
Los Angeles World Airports
7301 World Way West, 4th Floor
Los Angeles, CA 90045

with a copy to the:

The Office of the City Attorney, Airport Division
1 World Way, Room 104
Los Angeles, CA 90045

Proposers failing to submit a protest to the content of the RFB documents, in the time and manner specified herein, including any asserted limitation, restriction, or other claimed deficiency in LAWA's solicitation, shall be conclusively deemed to have failed to exhaust their administrative remedies and to have waived and released LAWA from any potential claim or cause of action arising from or relating to the content of the RFB documents.

Only protests meeting the above criteria will be reviewed. LAWA will issue a written decision on the protest of recommended award prior to the award date.

15. ADDITIONAL LEGAL INFORMATION

15.1. Reproduction and Personal Use of Information

LAWA shall be free to use as its own, without payment of any kind or liability therefore, any idea, scheme, technique, suggestion, layout, or plan received during this bid process.

15.2. Expense, Ownership, and Disposition

LAWA shall not be responsible in any manner for the costs associated with the submission of the bids. The submittals, including all drawings, plans, photos, and narrative material, shall become the property of LAWA upon receipt by LAWA. LAWA shall have the right to copy, reproduce, publicize, or otherwise dispose of each submittal in any way that LAWA selects.

15.3. City Held Harmless

The following is the "City Held Harmless" language that will be included in the successful Bidder's contract.

15.3.1. Indemnification of the City

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including

property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or Sub-Contractor's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees; provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence; provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Contractor's design professional services as defined by California Civil Code section 2782.8, Contractor's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Contractor's negligence, recklessness or willful misconduct in the performance of the Contract.

15.3.2. Additional Indemnification

In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

15.3.3. Contractor's Defense of the City

In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

15.3.4. Survival of Indemnities

The provisions of this City Held Harmless Section shall remain operative following a termination of all other performance under this Agreement unless specifically extinguished in a writing signed as approved as to form by the Office of the City Attorney.

16. COMPLIANCE WITH ALL LAWS

In rendering the services required, the Contractor shall include all necessary consultations and conferences with officers and employees of City, representatives of the Board of Airport Commissioners, public officials, and others for the performance and completion of the Work under a Contract for services under this RFB and other related aspects therefore.

All services required for these projects must be in accordance with all applicable federal, state, and local laws, statutes, ordinances, orders, rules, regulations, and policies for airport projects and shall hold all necessary consultations and conferences with personnel of any and all City, County, State, and Federal agencies, as applicable. The selected bidders will be required to research code, obtain approvals and permits from the applicable regulatory agencies, such as, but not limited to the City of Los Angeles Department of Building and Safety, City of Los Angeles Fire Department, County of Los Angeles, South Coast Air Quality Management District (SCAQMD), State Water Resources Control Board (SWRCB), Federal Aviation Administration (FAA), and Transportation Security Administration (TSA).

17. CONTRACT DOCUMENTS

See Attachment 1 for the Draft Contract Agreement. Please note that the terms and conditions indicated on the Contract are not negotiable. The successful Bidders must be prepared to sign a contract with the same terms and conditions as the draft contract attached upon selection to provide construction services. Any questions pertaining to the contract language should be addressed during the RFB process.