

**Los Angeles County
Service Authority for Freeway Emergencies (LA SAFE)**



**Los Angeles County Service Authority for Freeway Emergencies (LA SAFE)
Procurement Support Services
RFP No. 09SAFE001
ISSUED: 08.13.08**

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* All Articles, Subarticles, or portions of the Contract noted by an asterisk (*) shall be included in (flow-down to) all Subcontracts of any tier.

SECTION 1 – LETTER OF INVITATION



August 13, 2008

ATTENTION: Prospective Proposer

One Gateway Plaza
Los Angeles, CA
90012-2952

**SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR LOS ANGELES COUNTY
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)
MARKET RESEARCH SERVICES, RFP No. 09SAFE001**

The Los Angeles County Service Authority for Freeway Emergencies (LA SAFE) invites you to submit a proposal for Market Research Services.

The LA SAFE intends to award a one (1) year, Firm Fixed Price type contract for the subject services. The contract is anticipated to begin September 2008 and be completed by August 2009.

An original, clearly marked "Original", and four (4) copies of your Volume 1 Proposal and one original and one (1) copy of Volume 2, Certifications, must be received no later than **2:00 p.m. local time, Wednesday, August 27, 2008** at the following SAFE office:

Los Angeles County Service Authority for Freeway Emergencies
One Gateway Plaza
Los Angeles, CA 90012-2952
12th Floor Receptionist
RFP No.09SAFE001

Attention: Nathan Jones III

The LA SAFE contract that will apply to all proposers is included in Section 2 of this RFP.

All communications in connection with this RFP shall be provided as follows:

**By U.S. Mail, FedEx,
UPS, or courier**

Los Angeles County
Service Authority for Freeway Emergencies
One Gateway Plaza
Los Angeles, CA 90012-2952
Attention: Nathan Jones III, Sr. Contract Administrator
RFP No. 09SAFE001

By FAX to (213) 922-1005

By e-mail to jonesn@metro.net

Los Angeles County

Service Authority for Freeway Emergencies

Attention: Nathan Jones III, Sr. Contract Administrator

Ethics or Lobbyist Registration Information, (213) 922-2900

The Contract award will be made to the proposer whose proposal meets the requirements of the RFP and is most advantageous to the LA SAFE based upon the proposal evaluation criteria. The LA SAFE reserves the right to reject any or all proposals, to waive informalities or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposal received.

Issued by:

LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

Nathan Jones III
Sr. Contract Administrator

SECTION 2 – CONTRACT DOCUMENTS

**LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
(LA SAFE)**

CONTRACT NO. RFP NO. 09SAFE001

**LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (LA
SAFE) PROCUREMENT SUPPORT SERVICES**

FIRM FIXED PRICE EZ FORM SERVICES CONTRACT

BETWEEN

LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

AND

(NAME OF CONTRACTOR TO BE FILLED IN AT TIME OF AWARD)

**LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY SERVICE
FIRM FIXED PRICE EZ FORM SERVICES CONTRACT**

CONTRACT NO: RFP NO. 09SAFE001

Between

**LOS ANGELES COUNTY
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012-2952**

and

(NAME OF CONTRACTOR TO BE FILLED IN AT TIME OF AWARD)

**LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (LA
SAFE) PROCUREMENT SUPPORT SERVICES**

This State funded Contract is entered into by and between the Los Angeles County Service Authority For Freeway Emergencies (LA SAFE) and _____
(Contractor).

In consideration of the mutual covenants of the parties as set forth below, the parties hereby agree as follows:

ARTICLE I: CONTRACT DOCUMENTS ORDER OF PRECEDENCE

- A. This Contract includes this Form of Contract, the Contract Documents listed in Section B, and all Attachments, all of which are incorporated herein and made a part of this Contract.
- B. Except as otherwise specified herein, in the event of any conflict, the precedence of the Contract Documents shall be as follows:
 - 1. Form of Contract
 - 2. Regulatory Requirements (Pro Form 039, Dated 7/15/03)
 - 3. General Conditions, (Pro Form 103 Dated 06/29/04)
 - 4. Statement of Work (Dated 01/15/04)
- C. An Amendment or Change to this Contract shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

ARTICLE II: COMPENSATION

- A. Contract Price. Except as may be otherwise expressly provided, in consideration of Contractor's performance of the Work, and in accordance with the terms of this Contract, the LA SAFE will pay the Contractor a Firm Fixed Price of _____ as provided in this Article. This FFP includes all direct, indirect costs, taxes and other such costs as necessary to cover the cost of the Contractor.
- B. Payment Schedule. Except as otherwise expressly provided, the Contract Price shall be paid to the Contractor based upon LA SAFE's acceptance of the activities associated with the following milestone payments:

Project Milestones Payments	Price	Delivery/Completion Date
Task 1 – Project Kick – Off	TBD	7 Days after Award
Task 2 – Completion of Survey Session 1	TBD	40 Days after Award
Task 3 – Completion of Survey Session 2	TBD	100 Days after Award
Task 4 – Completion of Survey Session 3 & Delivery of Final Report	TBD	At Project Completion

- C. Invoicing. The Contractor shall be paid in arrears for all services performed. The Contractor shall provide comprehensive invoices accompanied with appropriate back up, to include a signed time sheet, fully supporting the invoice. Invoices are to be submitted to:

LA County SAFE
Accounts Payable
P.O. Box 512296
Los Angeles, CA 90053

Contract No. **RFP No. 09SAFE001**

A copy of the invoice with the associated back up shall be provided to the LA SAFE Program Manager. Invoices shall be paid 30 days after approval by LA SAFE.

ARTICLE III: CONTRACT TERM AND PERIOD OF PERFORMANCE

The Period of Performance of this Contract shall begin on **[insert the date]** (hereinafter "Commencement Date"). Contractor shall complete all Work under the Contract by **[insert date]** (hereinafter "Completion Date"), unless this Contract is terminated earlier or extended by the SAFE, in writing, as provided in the Contract.

ARTICLE IV: INSURANCE

Insurance shall be in accordance with GC-14 Insurance. The applicable limits are as follows:

Commercial General Liability	Minimum \$1,000,000 per occurrence; the general aggregate limit shall be twice the required occurrence limit or \$2,000,000
Automobile Liability	Minimum \$1,000,000 per occurrence
Workers' Compensation Liability	Minimum As required by law
Professional Liability Insurance	Minimum \$1,000,000

ARTICLE V: RECORDS AND AUDITS

The Contractor's expenses pertaining to Performance and records of accounts between the LA SAFE and the Contractor shall be kept on a generally recognized accounting basis and the Contractor shall permit the authorized representatives of the LA SAFE, and any other government agency, to inspect, audit and reproduce all records relating to it and its Subcontractor's performance under this Contract from the date of Contract execution through and until expiration of three years after completion of the Contract. Reproduce is defined as copy, download, transcribe, print etc. by any means whatsoever free of charge.

Contracts with the Contractor's Subcontractors shall include provisions for such audits. For purposes of audit, the date of Contract completion shall be the date of the LA SAFE'S final payment (so noted on the invoice) under this Contract.

ARTICLE VI: CONTRACT DIRECTION

As defined in General Conditions, GC-3.0, the Project Manager is Anne Karna, or designee, who shall be the technical representation for technical aspects related to the performance of this contract. Nathan Jones III is the Contract Administrator to whom all contractual matters shall be addressed.

ARTICLE VII: ENTIRE AGREEMENT

This Contract includes this Form of Contract, all other Contract Documents incorporated pursuant to Article I herein, and all Attachments and other documents incorporated herein by inclusion or by reference, and constitutes the complete and entire agreement between the SAFE and Contractor and supersedes any prior representations, understandings, communications, agreements or proposals, oral or written.

CONTRACTOR NAME

LOS ANGELES COUNTY
SERVICE AUTHORITY FOR FREEWAY
EMERGENCIES
KEN COLEMAN
PROGRAM MANAGER

SIGNATURE OF AUTHORIZED OFFICIAL

BY: _____

BY: _____
(PRINT OR TYPE NAME)

DATE

TITLE

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL

DATE

DEPUTY

TAX ID NO.: _____

DATE

STATEMENT OF WORK

RFP NO. 09SAFE001

**LOS ANGELES COUNTY
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES**

MARKET RESEARCH SERVICES

**LOS ANGELES COUNTY
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES**

511 MARKET SURVEY & ANALYSIS

INTRODUCTION

The Los Angeles County Service Authority for Freeway Emergencies (LA SAFE) is responsible for providing and operating motorist aid services and programs in Los Angeles County. LA SAFE is developing a traveler information service, 511, that will provide traffic, transit, rideshare and tourism information via website and/or dialing 511. To ensure a successfully developed brand identity and marketing plan, and to measure 511 awareness, LA SAFE is interested in conducting three (3) total market research sessions. Specifically, LA SAFE is interested in the following areas:

- 511 Marketing/Advertising Plan and Services Analysis
- Pre-511 Launch Awareness
- Post-511 Launch Awareness

LA SAFE has teamed up with the Orange, San Bernardino, Riverside and Ventura counties to develop and market this new service and is seeking a Contractor to perform the market analysis regarding the new service's branding and awareness.

BACKGROUND

511, a free phone and web service dedicated to traveler information, is currently being developed for Southern California. 511 will provide traffic, transit, ridesharing and tourism information to improve the region's mobility and let commuters make informed decisions before traveling.

Designated by the Federal Communications Commission (FCC) in 2000, 511 is currently being developed by states and local jurisdictions across the country. 511 already has been implemented in over 30 states. It is operating in California's Bay Area and in San Diego. Currently, 511 is scheduled to launch in Southern California by early 2009. The target date for full nationwide coverage of 511 is September 2010.

511 will keep Southern California travelers informed about travel options in the region, helping alleviate congestion and keep California moving.

SCOPE OF WORK

General

The Contractor shall be responsible for providing all necessary staffing, equipment, tools and expertise needed to complete the surveys and analysis as outlined in this Scope of Work (SOW) and as agreed to by LA SAFE per the terms and conditions of the Contract. The Contractor shall be responsible for any travel expenses that may be incurred throughout the duration of this study. The Contractor shall ensure that all personnel assigned to this study are fully qualified and competent to perform their assigned tasks. The Contractor is responsible for conducting all tasks required to provide a complete and comprehensive survey and analysis, even if a particular task is not directly documented and/or required in the specifications within this SOW.

Task 1 – Project Kick-Off

After award of the contract, the Contractor shall hold a project kick-off meeting and present a detailed project plan and schedule. The Contractor shall demonstrate its understanding of the overall objective of the surveys and analysis, clarify responsibilities and initiate the collection of any data and/or information required to perform the surveys and analysis.

Task 2 – Develop Surveys/Focus Groups & Identify Market/Survey Population

The Contractor shall develop an appropriate research plan to complete the following three (3) market research sessions:

- 511 Marketing Plan and Services Analysis Focus Group
(Estimated date: September 2008)
 - o Market research analyzing the effectiveness of the proposed 511 brand identity and advertising plan (including logo, tagline, advertising elements, etc.), as well as research and analysis of the website and phone IVR language to ensure the main menu item nomenclature is understood for ease of use.
- Pre-511 Launch Awareness Phone Survey and Focus Group
(Estimated date: November 2008)
 - o Market survey and analysis to measure the awareness of 511 before its initial launch, as well as research and analysis of the refined brand identity and language (generated from lessons learned in the first market research session).
- Post-511 Launch Awareness Phone Survey (Estimated date: September 2009)

- o Market survey and analysis to measure the awareness of 511 after its initial launch, indicating success in outreach and marketing efforts, as well as consumer input on future 511 enhancement proposals.

The Contractor shall develop the three market research sessions to address the general public. The surveys and focus groups shall be developed to ensure the following parameters:

- Confidence level of $\pm 5\%$ at a 95% confidence level for both target audiences on a “region-wide” basis (all Counties combined)
- Conducted with residents in LA, Orange, San Bernardino, Riverside and Ventura counties
- Ensure clear and understandable responses
- Conduct the survey in English

Deliverables:

The phone survey plans and focus group plans shall be submitted to LA SAFE for comment, review and approval prior to execution. The Contractor shall deliver the following three weeks prior to each market research session for LA SAFE’s approval:

1. Survey/Focus Group plan, including strategy for meeting the above requirements and outline of research goals and objectives
2. List of survey questions and focus group activities
3. List of marketing/advertising visuals needed for the focus groups (LA SAFE shall provide advertising or marketing materials deemed necessary)
4. Date, time and location of focus groups (a representative from LA SAFE will attend each Focus Group session)

Task 3 – Conduct Surveys

Upon approval of Task 2 for each market research session, the Contractor shall conduct the surveys and/or focus groups.

Task 4 – Analysis & Report

The Contractor shall compile all the information obtained from the market research sessions and provide two (2) originals and five (5) copies of the complete analysis and report to LA SAFE no later than two (2) weeks after each session. In addition, electronic versions of the data, analysis and report shall be provided to LA SAFE.

GENERAL CONDITIONS - EZ FORM SERVICES CONTRACT

1.0 DEFINITIONS

Terms and conditions marked with an asterisk (*) shall be included in any subcontract placed under this contract. "SAFE" means the Los Angeles County Service Authority for Freeway Emergencies. "Contractor" means the person, firm or corporation supplying the Work under the Contract, and includes all of its employees, representatives, subcontractors, and suppliers. "Work" means goods, equipment and materials, and all productive and operative efforts and services provided to generate the results specified, indicated or implied in the Contract to complete the project described in the Statement of Work; may also refer to Work in progress. "Modification" means a written order from SAFE's Authorized Representative directing an amendment in the Work that is within the general scope of the Work described in the Statement of Work. Additional terms may be defined elsewhere in the Contract.

2.0 INDEPENDENT CONTRACTOR

Contractor is an independent contractor and is not an agent of SAFE in the performance of the Contract, and represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the class of Work required for the Contract and shall maintain complete control over its employees and its Subcontractors and Suppliers of any tier. Contractor shall: (1) perform the Work in compliance with the terms of the Contract in accordance with its own methods and in accordance with professional standards or skill, care, and diligence adhered to by firms recognized for their expertise and knowledge in performing similar Work, and (2) be responsible for the professional quality, technical accuracy, completeness and coordination of the Work. Nothing contained in the Contract or any Subcontract awarded by Contractor shall create any contractual relationship between any Subcontractor and SAFE. SAFE reserves the right of prior approval of all subcontractors and may provide notice to Contractor to terminate any subcontractor for any reason, and Contractor shall terminate the subcontractor in accordance with the notice.

3.0 SAFE AUTHORIZED REPRESENTATIVES

SAFE's Authorized Representatives shall be its Contracting Officer, or persons designated by the Contracting Officer in a written Notice to Contractor. The authority of such designated Authorized Representatives will be limited as expressly set forth in the Notice.

4.0 ACCEPTANCE BY SAFE

SAFE shall have a reasonable time (but not less than 30 days) after receipt to inspect the Work tendered by Contractor. SAFE may in its sole discretion reject all or any portion of Work tendered for acceptance if any portion does not comply in every respect with each and every term and condition of this Contract. If SAFE elects to accept nonconforming Work, in addition to its other remedies, SAFE may deduct a reasonable amount from the Contract Price to compensate SAFE for the nonconformity. Any

acceptance by SAFE, even if unconditional, shall not be deemed a waiver or settlement of any defect in the Work. Until accepted by SAFE as provided above, Contractor shall bear all risk of loss and damage, unless such loss or damage results solely from the active negligence of SAFE. Notwithstanding any acceptance by SAFE, Contractor shall not be relieved of any obligation hereunder, including its obligations to complete any portion of the Work, the non-completion of which was not disclosed to SAFE (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise); and Contractor shall remain obligated under all those provisions of this Contract which expressly or by their nature extend beyond and survive final acceptance of the Work.

5.0 ASSIGNMENT

Contractor shall not assign any right or delegate any duty without the prior written consent of SAFE.

6.0 EXTENSION OF TIME

SAFE will grant Contractor an extension of time to perform the Work if the delay is caused by circumstances which are both beyond its control and not foreseeable, but in no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance or for failure to take reasonable precautions or actions to mitigate the delay.

7.0 WARRANTY

Contractor warrants that the Work shall (a) comply with each requirement of this Contract, (b) be of merchantable quality; (c) be fit for the particular needs and purposes of SAFE as communicated to Contractor in the Statement of Work; and (d) not be restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties is breached, Contractor shall correct all defects and nonconformities, be liable for all direct, indirect, consequential and other damages suffered by SAFE and any other persons, and defend and indemnify SAFE from any claim asserted by any person resulting in whole or in part from such breach.

8.0 TERMINATION

SAFE may, by written Notice to Contractor, terminate this Contract in whole or in part at any time, either for SAFE's convenience or for default.

A. Default. If Contractor is in default of any provision of this Contract, SAFE may terminate in whole or in part, and Contractor shall be liable for all damages arising out of the default. If in SAFE's reasonable judgment a default can be cured, prior to termination for default SAFE may issue a Cure Notice to Contractor. If Contractor fails to cure the default within five (5) days, or commence and complete the cure in accordance with such additional time limits as may be described in the Cure Notice, SAFE may terminate for default.

B. Convenience. If SAFE terminates all or any part of this Contract for SAFE's convenience SAFE will compensate Contractor to the extent provided and in accordance with the applicable portions of Part 49 of the Federal Acquisition

Regulations. SAFE will not compensate Contractor for any services not performed or goods not shipped by the date of such termination.

9.0 MODIFICATIONS

SAFE may, direct changes in the Work by Modifications. If a Modification results in an increase or decrease in costs to be incurred or time needed to complete performance of this Contract, then Contractor shall submit a written proposed adjustment in the contract Price and/or schedule, and the parties shall make a fair and equitable adjustment.

10.0 RESOLUTION OF DISPUTES

The Parties shall use their best efforts to resolve disputes by negotiation or mutually agreed alternate dispute resolution (ADR) process such as mediation or arbitration. If the Parties are unable to resolve the dispute, it may be pursued by either party in the courts of Los Angeles County or in the Federal District Court for the Central District of California. All rights and remedies of SAFE and Contractor shall be cumulative. Unless otherwise directed by SAFE, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

11.0 INDEMNITY

Contractor shall indemnify, defend and hold harmless SAFE, its officers, representatives and employees, from and against all liability, demands, claims, suits, losses and expenses whatsoever ("Liability"), including attorneys fees, whether direct or consequential, on account of (1) any loss, injury to or death of any person or persons or damage to any property (including without limitation all property owned by, leased to or used by either Contractor or SAFE or both), or (2) any loss or damage to business or reputation or privacy of any person, arising in whole or in part from Contractor's performance hereunder, and regardless of whether such Liability results in whole or in part from the negligence or omission of SAFE. Liability resulting solely from SAFE's gross negligence, or willful misconduct is excluded from this indemnity.

12.0 APPLICABLE LAW

This Contract and the performance hereunder shall be construed according to the law of California. Contractor shall at all times comply with all applicable laws, regulations and codes.

13.0 NO WAIVER

Failure or delay of SAFE to enforce at any time any provision of the Contract shall not be construed as a waiver thereof. No waiver by SAFE of any breach of any provision of the Contract shall constitute a waiver of any other breach of such provision.

14.0 INSURANCE

- A. Insurance Requirements:** Contractor agrees that the cost of obtaining and maintaining following types of insurance for itself and all subcontractors for the duration of this agreement is included in the Contract Price: (1) Worker's Compensation and Employer's Liability Insurance as required by law, (2) Commercial General Liability Insurance with a combined single limit, for injury to any one person and property for any one occurrence; (3) Automobile Liability Insurance for any and all vehicles used by the Contractor with a combined single limit; and (4) Errors and Omissions (E&O) Insurance appropriate to Contractor's profession. The coverage amounts for (2), (3) and (4) above shall be not less than those set forth in Article V, Insurance, in the Form of Contract. Contractor shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage's for Subcontractors shall be subject to all of the requirements stated herein. Insurance is to be placed with California admitted carriers with a current A.M. Best rating A:VII or better. If a form with a general aggregate is used, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit. Deductibles or self-insured retentions must be declared to and amounts over that set forth in Article V, Insurance, in the Form of Contract approved by SAFE.
- B. Insurance Endorsements and Certificates:** All policies must contain an endorsement to include SAFE, its subsidiaries, officers, and employees as additional insureds. Endorsements must specify that such insurance is primary and that no SAFE insurance will be called on to contribute to a loss. Certificates of insurance verifying coverages, required endorsements, and bearing signatures of an authorized representative of the insurer must be delivered to SAFE prior to issuance of any payment by SAFE. Evidence of E&O coverage must be maintained and provided to SAFE for two years following expiration of this contract.

15.0 PAYMENT TO SUBCONTRACTORS *

- A. Applicability.** This Article applies only if Contractor has employed Subcontractors.
- B. Requirements**
1. Payments - Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its Subcontract no later than ten (10) days after its receipt of each Payment from SAFE.
 2. Release of Retention to Subcontractors - Contractor shall pay to each Subcontractor all amounts it has retained from payments under the Subcontract within ten (10) days after the Subcontractor's Work is satisfactorily completed.
 3. Delay in Payment – Contractor shall not delay payment beyond the ten (10) day time limit except for good cause.

C. Failure to Comply

If SAFE determines that Contractor has failed to comply with this Article, SAFE may give written notice to Contractor and Contractor's Surety describing the default, that the default shall be cured, and if the default is not cured as provided the Article entitled TERMINATION FOR DEFAULT in the GENERAL CONDITIONS of this Contract, the Contract may be terminated for default as provided therein, or SAFE may exercise any other remedy it has under the Contract or Law.

16.0 SAFETY AND LOSS PREVENTION *

This Article is to be construed in its broadest sense for the protection of persons and property by the Contractor and no action or omission by SAFE, the Contracting Officer, any Authorized Representative or any other person shall relieve the Contractor of any of its obligations and duties hereunder.

A. SAFE's Safety Principles

1. Safety is a 24/7 priority
2. Safety is everyone's responsibility
3. Accidents and injuries are preventable
4. Working safely is a condition of employment
5. Training is essential for good safety performance
6. Management is accountable for safety

B. Contractor Responsibilities

The Contractor is responsible for:

1. Complying with all applicable safety Laws
2. Enforcing Worksite safety practices; and
3. The discovery, determination and correction of any unsafe conditions related to the Contractor's performance of the Work or Goods supplied by the Contractor on SAFE property.
4. The Contractor shall cooperate and coordinate with SAFE and with other SAFE Contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by SAFE.

C. Safety Practices

1. The Contractor shall inform its personnel of SAFE safety practices and the requirements of SAFE's safety program.
2. If any of the Contractor's personnel are required to visit any Worksites, the Contractor shall furnish suitable safety equipment and enforce the use of such equipment by those personnel. The Contractor shall cooperate and coordinate with SAFE and with other SAFE Contractors on safety

matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by SAFE.

17.0 ENGLISH REQUIREMENTS *

At all times, all Contractor personnel on site must have sufficient knowledge of the English language to comprehend safety related directions and requirements. At all times the Contractor shall have a lead representative on site who has sufficient comprehension of the English language to read, write, speak and understand all job related directions and discussions.

REGULATORY REQUIREMENTS

RR-01 CODE OF CONDUCT, GRATUITIES AND CONFLICTS OF INTEREST *

A. Applicability

This Article applies to all contracts.

B. Code of Conduct

Contractor shall comply with the requirements of the Code of Conduct for METRO Contractors and Consultants.

C. Financial Interests

Contractor shall not permit any member, officer, or employee of SAFE to have any financial interest in the Contract prohibited by §1090 et. seq. and §87100 et. seq. of the Government Code of the State of California .

D. Covenant of No Financial Interest

Contractor and SAFE covenant and agree that to their knowledge no Board member, officer, or employee of SAFE has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than SAFE and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title 1 of the Government Code of the State of California.

E. Prohibited Businesses

Contractor and its employee shall not enter into any contract involving services or property with a person or business prohibited from transacting such business with SAFE, pursuant to §1090 et. seq. and §87100 et. seq. of the Government Code of the State of California.

F. Campaign Contributions

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of SAFE's Board of Directors in violation of the California Government Code §84308. Contractor will be required to submit a Certification of Campaign Contributions with all COs of two hundred thousand dollars (\$200,000) or more.

G. Gratuities

If it is found that gratuities (in the form of gifts, entertainment, or otherwise) were offered or given by Contractor, or any Agent of Contractor, to any director, officer, and/or employee of SAFE, to its General Engineering Consultant, and/or its Construction Management, it shall constitute a breach of the Contract and pursuant to the Article entitled TERMINATION FOR DEFAULT herein, SAFE may by written notice to Contractor, terminate the right of Contractor to proceed under the Contract.

H. Employment of SAFE Personnel

Employment by Contractor of personnel on the payroll of SAFE is not permitted in the performance of the Contract, even through such employment may be outside SAFE employee's regular working hours or on Saturdays, Sundays, holidays or vacation time, further employment by Contractor of personnel who have been on SAFE's payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing this or a related Contract with SAFE, is also prohibited.

I. Remedies Not Exclusive

The rights and remedies of SAFE specified in this Article are not exclusive and are in addition to any other rights and remedies by Law.

RR-02

DISCRIMINATION *

A. Applicability

This Article applies to all contracts.

- B.** In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

RR-03

COVENANT AGAINST CONTINGENT FEES *

A. Applicability

This Article applies to all contracts.

B. Contractor Representation

Contractor warrants that no person or Authorized Representative has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or Agent. A breach or violation of this warranty shall be considered a breach of Contract pursuant to

the Article entitled TERMINATION FOR DEFAULT herein. In addition to any rights and remedies otherwise provided for in Contractor by law, SAFE may deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

C. Definitions

1. "Bona fide Agent", as used in this Article, means an established commercial or selling entity that is maintained by Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain SAFE contract(s) nor holds itself out as being able to obtain any SAFE contract(s) through improper influence.
2. "Bona fide employee", as used in this Article, means a person who is employed by Contractor and subject to Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain SAFE contract(s) nor holds itself out as being able to obtain any SAFE contract(s) through improper influence.
3. "Contingent fee", as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing an SAFE contract.
4. "Improper influence," as used in this Article, means any influence that induces or tends to induce an SAFE employee, officer, Contractor, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding an SAFE Contract on any basis other than the merits of the matter.

END OF REGULATORY REQUIREMENTS

SECTION 3 – BID/PROPOSAL DOCUMENTS

INSTRUCTIONS TO PROPOSERS

IP-01 PREQUALIFICATION REQUIREMENTS NOT USED

IP-02 EXAMINATION OF RFP DOCUMENTS

- A. All proposals shall be in strict accordance with the Request for Proposal (RFP) Documents.
- B. Copies of the solicitation, SAFE responses to all written questions, and requests for interpretation and clarification will be available for examination and/or purchase as noted in the Request for Proposal Letter. The proposer is solely responsible for the examination of solicitation documents; review of all Addenda; comprehension of all conditions that may impact the proposal, and the performance of the Work should the proposer be selected. Failure of the proposer to so examine and inform itself must be at its sole risk.

IP-03 INTERPRETATION OF RFP DOCUMENTS

- A. Requests for interpretation or clarification of the solicitation documents shall be submitted in writing. All written requests shall be forwarded to the SAFE Contract Administrator identified in the Request for Proposal Letter.
- B. To ensure that responses are provided to all Planholders, inquiries shall be received at least ten (10) working days prior to the submittal due date. Where such interpretation or clarification requires a change in the solicitation documents, the SAFE will issue an Addendum.
- C. The SAFE shall not be bound by, and the Planholder shall not rely on for any purpose, any oral interpretation or oral clarification of the solicitation documents.

IP-04 COMMUNICATION WITH THE SAFE

All communications between the LA SAFE and the proposers must be in writing addressed to the Contract Administrator identified in the Request for Proposal Letter.

IP-05**ADDENDA**

- A. The SAFE reserves the right to revise the solicitation documents prior to the proposal submittal due date. Such revisions, if any, will be made by Addenda to this RFP.
- B. Proposers shall acknowledge receipt of all Addenda to the solicitation documents in the Proposal Letter. Failure to acknowledge receipt of all Addenda and to include all the requirements of the Addenda in the proposal may render the proposal unacceptable and cause it to be rejected.
- C. Prior to submitting the proposal to the SAFE for consideration, each proposer is responsible for checking the SAFE website to ensure that it has received all applicable Addenda.

IP-06**PREPARATION OF SUBMITTAL**

- A. The proposal shall be formatted in accordance with the requirements specified herein. Proposals shall include the forms provided with the solicitation documents, or on legible photocopies of the forms. Proposers shall complete the forms in accordance with the directions specified in these Instructions and the forms. All required explanatory narratives and the supplementary data are to be included with the proposal forms as indicated.
- B. Pencil or erasable ink shall not be accepted. Initial all modifications made to the proposer's entries and identify the proposer's name on the top right of each page. Liquid or dry correction materials shall not be used.
- C. Failure to comply with the requirements outlined in these solicitation documents may render the proposal(s) incomplete and may cause proposal rejection. This RFP does not commit the SAFE to enter into a contract nor does it obligate the LA SAFE to pay for any costs incurred in the preparation and submission of proposals.

IP-07**MODIFICATIONS AND ALTERNATIVE PROPOSALS**

- A. Proposers are cautioned to limit exceptions, conditions, limitations to the provisions of this RFP as they may be determined to be so fundamental as to cause rejection of the proposal for not responding to the requirements of the RFP.
- B. Proposers submitting conforming proposals may submit alternate proposals to this RFP as complete separate offers, if the alternate proposals offer technical improvements or modifications that are to the overall benefit of the SAFE. The SAFE reserves the right to accept or reject any alternate proposal. Oral or telephonic proposals and/or modifications shall not be considered.

IP-08 SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE

- A. Proposer or its authorized representative (Proposer's Representative) shall execute the Proposal and all required solicitation documents. Proposers shall submit evidence of the Proposer's Representative's authority.
- B. If the proposer is a joint venture or partnership, it shall submit with its proposal a duly notarized Venturer or Partner-executed Irrevocable Power of Attorney that designates the Proposer's Representative along with a copy of the signed Joint Venture or Partnership Agreement. The Proposer's Representative shall be empowered to execute the proposal on behalf of the proposer and to act for and bind the proposer in all matters relating to the proposal. The Irrevocable Power of Attorney shall specifically state that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of the proposer that are assumed under the proposal and under any contract arising therefrom. The Proposer's Representative shall execute the proposal on behalf of the joint venture or partnership in its legal name.

IP-09 SUBMISSION OF PROPOSAL

- A. LA SAFE will accept proposals submitted by the proposer at the address and place shown in the Letter of Invitation, up to the date and time shown therein.
- B. It is the proposer's sole responsibility to see that its proposal is received as stipulated. The SAFE may leave unopened any proposal received after the date and time for receipt of proposals. Any such unopened proposal may be returned to the proposer.

IP-10 PROPOSAL EVALUATION PROCESS

- A. The LA SAFE shall review and evaluate the proposals in accordance with the requirements of solicitation documents. Following the evaluation period the Notice of Intent to Award will be sent to all proposers and posted on the SAFE's website.
- B. During the proposal evaluation period, staff shall determine if proposals are complete and proposers are responsible. Responsibility is defined as the apparent ability of the proposer to meet and successfully complete the requirements of the Contract. Responsibility includes, but is not limited to; consideration of a proposer's trustworthiness, the quality of past performance, financial ability, and fitness and capacity to do the proposed Work in a satisfactory manner. Proposers may be required to present further evidence that it has successfully performed similar Work of comparable magnitude or provide other proof satisfactory to the LA SAFE that it is competent to successfully perform the Work.

IP-11 WITHDRAWAL OF SUBMITTAL

The proposer by means of a written request, signed by the Proposer's Representative, may withdraw a proposal. Such written request shall be delivered to the Contract Administrator identified in the Request for Proposal Letter prior to the award.

IP-12 PRE-AWARD AUDIT

The SAFE or its representatives, upon reasonable advance written notice, shall have the right to examine any books, records, accounts and other documents of any proposer to determine the reasonableness, allowability, and allocability of the proposal.

IP-13 LA SAFE RIGHTS

The LA SAFE may investigate the qualifications of any proposer under consideration inclusive of, but not limited to, the information provided in the Pre-Qualification Application. The LA SAFE may require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the Services described in this RFP. The LA SAFE reserves the right to:

1. Reject any or all of the proposals, at its discretion;
2. Remedy errors in the RFP;
3. Cancel the entire RFP;
4. Issue subsequent RFP;
5. Appoint evaluation committees to review proposals;
6. Seek the assistance of outside technical experts to review proposals;
7. Approve or disapprove the use of particular subcontractors and suppliers;
8. Establish a short list of proposers eligible for discussions after review of written proposals;
9. Solicit best and final offers (BAFO) from all or some of the proposers;
10. Negotiate with any, all or none of the proposers;
11. Award a contract to one or more proposers;
12. Accept other than the lowest priced proposal;
13. Disqualify the proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the proposer(s);
14. Waive any informalities or irregularities in any proposal, to the extent permitted by law; and
15. Award a Contract without interviews, discussions or negotiations.

IP-14 PUBLIC RECORDS ACT

- A. Responses to this RFP must be subject to the provisions of the California Public Records Act (California Code Government Code, §6250 et seq.).
- B. Any documents provided by the Contractor to the LA SAFE marked "Trade Secret," "Confidential," or "Proprietary" or any financial records provided by the Contractor to the LA SAFE shall be handled in accordance with the General Condition entitled "Public Records".

IP-15 DISQUALIFICATION OF PROPOSERS

- A. Federal Organizational Conflict of Interest may apply to this procurement. See Supplemental Condition entitled, Organizational Conflict of Interest.
- B. Any person, firm, corporation, joint venture or partnership, or other interested party that has been compensated by the LA SAFE or a contractor engaged by the LA SAFE for assistance in preparing the RFP Documents and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a proposal in response to this RFP.
- C. After the RFP is issued, any person, firm, corporation, joint venture or partnership, or other interested party that has discussions regarding this RFP with anyone within the LA SAFE other than the Contract Administrator may be considered to have gained an unfair competitive advantage. The enclosed LA SAFE Lobby Ordinance, Certification of Conflict Checklist and LA SAFE Code of Conduct shall govern the limits of participation. Non-compliance with these regulations could lead to disqualification. All communications with the LA SAFE shall be in accordance with the instruction, COMMUNICATIONS WITH THE LA SAFE.

IP-16 FILING OF PROTESTS

Protests may be filed by interested parties (i.e., an actual or prospective Offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract) concerning the terms, conditions, content, or form of the proposed procurement action or concerning the actual award decision.

- 1.1 Submission. All protests must be submitted in writing to: Manager – Contracts and Procurement, M/S 99-11-3 LA SAFE, One Gateway Plaza, Los Angeles, CA 90012. LA SAFE may decide the protest without requesting further submission(s) from the party submitting the protest.
 - 1.1.1. Name and address of the interested party (sufficient to establish that the protest is being filed by an interested party);
 - 1.1.2. Identification of the proposed procurement or contract;
 - 1.1.3. Description of the nature of the protest and all matters that the party wishes LA SAFE to consider;
 - 1.1.4. Identification of the basis of protest (e.g., solicitation provisions, technical specifications, etc.)

- 1.1.5. Documentation supporting the allegations in the protest (e.g., affidavits, pertinent court and agency decisions, both pro and con);
- 1.1.6. Statement of the specific relief requested.
- 1.2 Time Limits. A protest regarding the terms, conditions, or form of a proposed procurement action must be received by LA SAFE no later than ten (10) calendar days after the date the IFB or RFP is advertised. A protest of award must be received by LA SAFE no later than fifteen (15) calendar days after the date of the Notice of Award. Protests received after the time period above are untimely and may be denied on that basis unless LA SAFE concludes that the issue(s) raised by the protest involve fraud, gross abuse of the procurement process, or indicate substantial prejudice to the integrity of the procurement process.
- 1.3 Response. Except in extraordinary circumstances, LA SAFE shall issue a written decision on the protest within forty-five (45) calendar days of receipt of the initial protest submission.
- 1.4 Appeal. The interested party may file a written appeal of decision with the LA SAFE Executive Officer within five (5) calendar days of decision receipt. The appeal must be made by personal delivery, including confirmed delivery by fax, and restate the protest basis and grounds for appeal. The appeal shall only contain factual information previously provided in the protest or discovered subsequent to the decision and directly related to the grounds of the original protest. The Executive Officer will evaluate the appeal and issue a written decision within a reasonable time of its receipt, to concur with or deny the appeal. The Executive Officer's decision is final.

END OF INSTRUCTIONS TO PROPOSERS

SUBMITTAL REQUIREMENTS

1.1 GENERAL FORMAT

Proposals shall be prepared single-sided on 8 1/2 x 11" paper (recycled paper preferred) with 1/2" left margins and 1" top, bottom and right margins. Typing shall be single spaced and with a minimum font size of ten. The original shall be bound in a three ring binder. Copies may be bound in any other fashion. Use of 11' x 17" fold out sheets for large tables, charts or diagrams is permissible, but should be limited. Elaborate format is not necessary. Do not provide promotional or advertising information.

One (1) original and four (4) copies of the Volume 1 Proposal and one (1) original and one (1) copy of all submittal forms are required. The proposals shall:

Contain concise written materials that enable the reviewer to clearly understand the Proposer's capabilities;

1.2 PROPOSAL CONTENT

The proposal shall have the following components and shall be laid out in the format exactly as shown here:

VOLUME I – SECTION 1, QUALIFICATIONS OF FIRM

A. PROPOSAL LETTER (see Section 2): This letter must be completed and executed by an authorized representative of the Proposer. An authorized representative is defined as an owner, officer, director or executive person having authority to bind the company. No other letter may replace or be included in addition to the Proposal Letter.

B. Qualifications of Firm

Proposer firms shall provide a brief executive summary to include the history of your firm, year founded, number of years in business, ownership structure, etc.

Provide background and experience in providing similar services (References are requested in the format of Exhibit 1).

C. Qualifications of key personnel that will be assigned to LA SAFE Market Research Services Project:

- Firms shall provide a resume or summary of biographical background experience (limit to two (2) pages)
- Experience and knowledge in providing transportation marketing services knowledge)

D. Work Samples

Proposer firms shall submit an example(s) of a report format used to summarize findings from a phone survey and focus group(s). If graphs/charts are used to analyze information, please indicate and provide examples.

Proposer firm shall describe or outline experience in facilitating market research and reporting for new product development and branding/advertising creative.

VOLUME 1 - SECTION 2, PRICE PROPOSAL

(See Price Proposal Format, Section 5 - Exhibit 2)

VOLUME 2 - CERTIFICATION FORMS

(See Section 5)

All certifications shall be completed and duly executed as required.

EVALUATION CRITERIA

LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (LA SAFE)

RFP NO. 09SAFE001

Any contract resulting from this RFP shall be awarded to that contractor whose proposal meets the requirements of the RFP and is to the best advantage to the LA SAFE, as established by the criteria listed herein.

EVALUATION CRITERIA FOR SELECTION AND AWARD

All evaluation factors, other than price, when combined are more important than price. The following criterion has been established to determine the competitive range and selection of a firm or independent contractor that best meets the needs of the LA SAFE:

Experience in facilitating and reporting on market research for new product launches and development	30%
Experience in facilitating and reporting on focus groups analyzing branding and advertising creative	30%
Cost/Price	40%

$$\frac{\text{Lowest Cost Proposed}}{\text{Proposer's Cost}} \times 40\% \text{ of total points}$$

In addition to the price formula above, the price proposal must exhibit the following characteristics.

- Reasonableness of price
- Price reasonableness in relationship to the Statement of Work
- Most Advantageous to the SAFE

SECTION 4 – PROPOSAL FORMS

PROPOSAL LETTER

HONORABLE CHAIRMAN AND MEMBERS OF THE BOARD
LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012-2952

SUBJECT: REQUEST FOR PROPOSAL CONTRACT NO. RFP No. 09SAFE001
Los Angeles County Service Authority for Freeway Emergencies (LA SAFE)
Procurement Support Services

In response to the above referenced Request for Proposals (RFP) and in accordance with the accompanying Instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, will provide to the SAFE all required Certificates of Insurance.

The proposal submitted in response to subject RFP shall be in effect for **90 days** after the proposal due date.

Further, the undersigned agrees to execute the LA SAFE prepared Contract within ten calendar days after receipt of Notice of Award and provide to the LA SAFE all required Certificates of Insurance. The Proposer represents that the following person(s) are authorized to negotiate on its behalf with the LA SAFE in connection with this RFP and will provide appropriate evidence of authorization upon request:

Printed Name	Title	Phone
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Printed Name	Title	Phone
--------------	-------	-------

Printed Name	Title	Phone
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In addition to the formal certifications provided, the Proposer certifies that it has:

- A. Examined and is fully familiar with all of the provisions of the RFP Documents and any addenda thereto;
- B. Satisfied itself as to the requirements of the Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Proposal;
- D. Examined the experience, skill and certification (if any) requirements specified in the Statement of Work and that the entities (Contractor, Subcontractor, Supplier) performing the work fulfill the specified requirements, and

- E. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.
- F. Unless otherwise noted within this letter, the proposal has been submitted without exception and all LA SAFE Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of the LA SAFE to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.

Exceptions (if any):

Therefore, the undersigned hereby agrees that the LA SAFE will not be responsible for any errors and/or omissions in the Proposal.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the RFP Documents:

Addendum No(s):

The Proposer further certifies that:

- A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
- B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.
- C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

Proposer's
Name: _____

Business
Address: _____

Contractor's License
No.: _____ N/A

License Expiration
Date: _____ N/A

Classification
Type: _____ N/A

Phone: _____ Fax: _____

e-mail address

Signature of Authorized Official

Type or Print
Name

Title

Date

PROPOSER: _____

EXHIBIT 1 - EXPERIENCE INFORMATION AND REFERENCES

RFP NO. 09SAFE001

Provide experience and past performance information in the format provided below. Three (3) or more years of experience within the last five (5) years is a requirement. The LA SAFE will contact references to verify information provided and inquire of past performance data.

PROJECT NAME AND LOCATION	DESCRIPTION OF WORK	OWNER'S NAME, ADDRESS, PHONE NO. CONTRACT PERSON	VALUE OF WORK	DATE CONTRACT BEGAN	DATE CONTRACT END
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		

PROPOSER: _____

EXHIBIT 2 - PRICE PROPOSAL

RFP No. 09SAFE001

Contractor shall provide a cost/price proposal in the format below.

Market Research Service Tasks:	Labor Category	No. of Labor Hours	Labor Rate	Total Cost
Task 1 – Project Kick – Off				
Task 2 – Develop Surveys/Focus Groups & Identify Market/Survey Population				
Task 3 – Conduct Surveys				
Task 4 – Analysis & Report				
Subtotal Direct Labor Cost				
Direct Labor Overhead				
Total Labor Cost				
ODC (Travel and Materials)				
Subtotal Cost				
G & A Cost				
Profit / Fee				
	Total FFP			

Authorized Signature: _____

_____ Date

_____ Print Name and Title

SECTION 5 – REQUIRED CERTIFICATIONS

PROOF OF INSURANCE REQUIRED CERTIFICATE

A certificate of Insurance that shows proof of insurance in accordance with the insurance requirements provision provided in Article IV: INSURANCE, of the Draft Contract Document herein shall be provided with your proposal.

An endorsement of insurance in accordance with the contract provision will be required after Contract award.