



*Los Angeles
World Airports*

REQUEST FOR PROPOSALS

for

COMPUTER AIDED DISPATCH (CAD)

MAINTENANCE AND REPAIR SERVICES

City of Los Angeles
Department of Airports
Information Management and Technology Group
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RFP Release Date: Thursday, February 18, 2010

Pre-Proposal Conference: Wednesday, March 3, 2010 at 1:30 PM

Submission Date: Wednesday, March 31, 2010 before 2:00 PM

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I. PROPOSAL

The City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (LAWA), is soliciting written proposals from qualified contractors to provide ongoing maintenance and repair services for the Computer Aided Dispatch (CAD) System at Los Angeles International (LAX) and Los Angeles/Ontario International (LA/ONT) Airports. The qualified contractor shall provide maintenance and repair services 24 hours a day, seven (7) days a week, including holidays. The contract term will be for three (3) years from the date of contract execution. Each proposal received by the submission date shall be evaluated and ranked based on criteria set forth in Section VIII, Selection Criteria, of this Request for Proposals (RFP) document.

II. BACKGROUND

LAWA is a proprietary department of the City of Los Angeles. The Department owns, operates, and maintains LAX, LA/ONT and Van Nuys General Aviation Airport (VNY). The Department is under the management and control of a seven-member Board of Airport Commissioners (BOAC) appointed by the Mayor and approved by the City Council.

The CAD System and its subsystems are used by LAWA Police Division in its dispatch operations for facilitating incident response and communication in the field with the law enforcement officers. CAD was implemented at LAX and LA/ONT to improve communication between patrol units and the dispatchers. The CAD system functions include call-taking, dispatching, patrol unit status management, location identification and resource tracking. The Mobile Data Computer (MDC) subsystem provides mobile data communication between the dispatcher and the field officer and allows access to court case, traffic citation and field investigation data. The resulting contract from this RFP will provide maintenance and repair services for the CAD System and subsystems.

III. SCOPE OF SERVICES

The Computer Aided Dispatch system (CAD) is a critical security component required to function in support of Airport Police. The CAD system consists of multiple systems and subsystems, and respective components that provide critical information for Airport Police Dispatchers and Officers. Any reference to CAD shall include the systems, subsystems, and components listed below and further detailed in this RFP. Table A below provides an estimated number of service calls for CAD at LAX and LA/ONT per month.

TABLE A:

LAX: Average Number of Service Calls per Month

Description	Qty
Mobile Dispatch Computers	7
Workstations	8

Servers	3
Report Generating	5
Misc	5
Printers	1
After-Hours Calls	1
Total	30

LA/ONT: Average Number of Service Calls per Month:

Description	Qty
Mobile Dispatch Computers	7
Workstations	4
Servers	1
Report Generating	1
Misc	1
Printers	2
After-Hours Calls	1
Total	17

System documents and the parts lists shall be made available for viewing upon appointment as indicated in Section VI, Questions Concerning Proposal Requirements of this RFP document.

CAD Systems/Subsystems

- Dispatching/Monitoring/Core System Component – CAD
- Mobile Computers (MX)
- Automatic Vehicle Location (AVL)
- Reports (RMS)
- Field Reports (RX)
- Report Writer (RPW)
- External Communications (Ecomm)
- Netmotion
- Tape Backup System
- Garmin GPS
- Security Administration Management (SAM)

CAD Components

- Servers – Microsoft, Linux , and VMS
- Network Area Storage (NAS)
- Mobile Dispatch Computers (MDC) – Microsoft XP
- Workstations – Microsoft XP
- Modems – Sierra Wireless

- Laptop Interface Kits (LTI)
 - Garmin GPS
 - Drivers License Reader (DLR)
- A. The Contractor shall perform all preventive maintenance on CAD that is required to ensure the system is fully functional 24-hours per day, seven (7) days a week during the term of the Contract. The Contractor shall be familiar with and shall perform maintenance services as recommended by respective CAD equipment manufacturers. In addition, the Contractor shall perform maintenance services to maintain system reliability, to meet current and future LAWA IT Infrastructure service level agreements, and to ensure compliance with respective equipment warranties.
- B. The Contractor shall perform operational functions/tasks on CAD to ensure all LAWA requirements are achieved, including, but not limited to: all LAWA requests; moves, additions, and changes (MAC); the installation of new CAD workstations, MDCs, and servers; including all components related these installations; providing access to system users; performing data backup, retrieval, restoration, archiving, and reporting.
- C. Work performed by the Contractor shall be initiated by a work order generated by LAWA's IT Helpdesk and forwarded to the Contractor's On-Site Staff. At which time the respective on-site technician shall be dispatched. This process may be changed at the discretion of the IT Infrastructure Manager. Response requirements for such work are detailed within these Specifications.
- D. The Contractor's staff shall be required to maintain a logbook to record the service(s) provided for each type of service provided - inquiry, move, addition, change, repair, or preventive maintenance. The log shall include date, time, staff name, activity or problem descriptions, actions or resolutions, and LAWA personnel referring the service call.
- E. The Contractor's staff shall maintain an inventory of all CAD related hardware. This inventory will include description, location, model, serial number, asset tag number, software version, as well as other data pertinent to the hardware being inventoried.
- F. On-site Contractor Staffing - Full Time:
During normal business hours, the Contractor shall provide three (3) on-site staff that will address the needs of the system and shall obtain direction from the IT Infrastructure Manager at LAX and/or LA/ONT. A general description of the base or minimum responsibilities for these five contractor staff is as follows:
1. The on-site technicians shall perform work on field and other peripheral equipment and related activities – two technicians to be stationed at LAX and one at LA/ONT. These individuals may be involved with the training program, documentation, reports, meetings, and related activities. The technicians should have certifications and/or experience including but not limited to the following:
 - a. Windows OS experience
 - b. Field support and troubleshooting
 - c. Data911 hardware/software
 - d. Visio, Access, Word, and Excel

- e. Windows Server 2003
- f. Symantec Backup Exec.
- g. Veritas Backup Exec.
- h. Linux/Unix Dump
- i. VMS native Backup Utility
- j. Excellent writing skills
- k. Excellent people skills

In addition to meeting the minimum operations and maintenance requirements of these specifications, the IT Infrastructure Manager will assign other CAD-related work to this staff. The on-site full-time Contractor staff shall report to the IT Infrastructure Manager or their designated personnel each day to receive trouble tickets and any service requirements for CAD including, but not limited to, replacing/repairing equipment and any other related services. The contractor staff shall also respond as described below to Work Orders generated by LAWA. The staff shall be required to maintain a logbook to record the service(s) provided for each type of service that includes but is not limited to, inquiry, move, addition, change, repair, or preventive maintenance, training, design, programming, configuration, and trouble-shooting. The log shall include date, time, staff name, activity or problem descriptions, actions or resolutions and LAWA personnel referring the service call.

G. Contractor Staffing - Part Time:

1. Software Technician Services:

The Contractor shall provide 832 hours per contract year of professional software services. The Contractor staff associated with this service will be involved with Software configuration and support of all aspects of the CAD operation and maintenance, including, but not limited to, configuration of Data911 applications, changes to table and forms, programming of Data911 software. It is anticipated that the Contractor-assigned individual(s) that is/are providing this labor will be scheduled to work 16 hours per week. This Software Technician labor shall be provided and certified in Data911 applications. All such certifications shall be current and registered with the respective registering body. This labor shall be quoted as a separate line item and will be considered in the proposal pricing award.

H. Reporting Location of Contractor Staff:

The reporting location of Contractor staff shall be assigned by the IT Infrastructure Manager and may change at anytime during the contract period.

I. On-Site Contractor Staff:

All Contractor staff working on LAWA property shall have active LAWA security badges for all LAWA airports. The working hours of each staff shall be Monday through Friday from 8:00 AM to 3:00 PM, including 1 hour lunch, except on holidays observed by LAWA. These Contractor staff shall report to the IT Infrastructure Manager each day to receive trouble tickets and any service requirements of CAD and related systems including, but not limited to, preventive maintenance activity, replacing/repairing equipment, and any other related services. The Contractor staff may be directed to work at any LAWA facility/airport. Each contractor staff shall be provided with a cell phone and a laptop to perform their work.

J. Exclusivity of Contractor Staff:

The Contractor's on-site staff associated with this contract shall work exclusively for LAWA for any work performed on LAWA property, and for any other LAWA-airport related work, unless otherwise approved in writing by the IT Infrastructure Manager. This includes, but is not limited to, the following types of work: consultation, documentation, design, installation, removal, repairs, deliveries, programming, configuration, setup, surveys, preparing proposals, and project management.

K. Substitution of Contractor Personnel:

No substitution or replacement of Contractor's on-site staff shall be allowed without prior written notification and approval of the IT Infrastructure Manager. Additionally, prior to such replacement(s), the Contractor shall show evidence that the replacement personnel are certified by submitting proof of current certifications and working experience on the CAD systems and subsystems and possess an active LAWA badge.

L. Timesheets for Contractor Technicians:

Each on-site Contractor staff may be required to punch in at a time clock and be required to submit a weekly timesheet to the IT Infrastructure Manager for signature approval by 8:00 am on the first business day of the following week. A copy of the technician's timesheets shall be attached to the monthly invoices when submitting for payments.

M. Business-Hour Service:

For business-hour trouble Work Orders, the contractor shall commence addressing the problem at the point of failure (locally) within 30 minutes after receiving notice from LAWA staff or having knowledge of a need to service the system. Such repair or service of respective component(s) and/or system shall be made within three (3) hours thereafter. LAWA staff will notify the contractor of all business-hour service calls by phone, cell-phone, email, or pager. The contractor shall immediately respond and take action to fulfill this service upon receipt of notification and or knowledge of such a requirement. Upon completion of each service call, the contractor shall close the Work Order with the IT Infrastructure Manager and shall include a summary of work performed, including a brief description of the problem, the resolution, the materials/parts/equipment used, and the number of labor hours expended. The contractor shall comply with any future changes made by LAWA in such reporting requirements.

N. After-Hour Service:

For after-business-hour trouble, including weekends and holidays, the contractor shall respond by being on-site within one (1) hour after receiving notice from LAWA staff or having knowledge of a need to service the system. Such repair or service of respective component(s) and/or system shall be made within three (3) hours thereafter. LAWA staff will notify the contractor of all after-hour service calls by phone, cell-phone, or pager. The contractor shall immediately respond and take action to fulfill this service upon receipt of notification and or knowledge of such a requirement. On the following business day, LAWA will provide the contractor with a copy of the service request via email or other means to be identified by IT Infrastructure Manager.

Upon completion of each service call, the contractor shall prepare and submit an after-hour service report to the IT Infrastructure Manager on the following business day. The report shall include a written summary of work performed, including a brief description of the problem, the resolution, the materials/parts/equipment used and the number of labor hours expended.

After-hours support shall also include, but not be limited to, LAWA scheduled electrical shutdowns that require the contractor to be on site. The contractor shall comply with any future changes in such reporting requirements.

O. Outages:

For all system and equipment outages or failures, the Contractor shall have, at minimum, one Contractor staff on-site addressing the problem until the problem is resolved. The off-site support staff should be notified and addressing the problem as well. This shall be on a 24 hour-per-day, seven (7) day-per-week basis; and hourly updates shall be made to the IT Infrastructure Manager. For major outages, as determined by the IT Infrastructure Manager, automatic escalation to the Contractor's upper management shall take place within one (1) hour of the respective outage.

P. Preventive Maintenance:

The contractor shall perform preventive maintenance services, as specified herein, as well as any repair services to ensure the equipment operates in accordance with the respective original manufacturers' specifications, unless specified in writing from the IT Infrastructure Manager. If the quantity, frequency, and/or quality of preventive maintenance is different between that recommended by LAWA and that recommended by the equipment manufacturer or software developer, then the contractor shall perform the greater of the two in terms of quantity, frequency, and quality. This is with respect to each activity; not in totality. That is, if LAWA specifies a greater number or higher frequency of preventive maintenance activity in one area of the system, but the equipment manufacturer recommends a greater number or higher frequency in another area; the contractor shall perform the greater number or higher frequency in both such areas.

Preventive maintenance services shall be performed every week or per manufacturers' recommended preventive maintenance schedule, whichever is more frequent, and shall include, but is not limited to, all the respective manufacturers' recommended preventive maintenance services including the following:

1. Check and repair all loose connections on server hardware and paraphernalia on servers.
2. Check server stability through logs and system checks.

All replacement equipment shall meet or exceed the manufacturer specifications of the equipment listed below. The IT Infrastructure Manager shall be the sole judge in determining equipment equivalence.

All newly installed equipment and parts shall become the property of LAWA and all repaired/replaced equipment and parts shall be returned to LAWA IT Infrastructure.

The IT Infrastructure Manager will direct the contractor on when and what specific equipment is to be replaced.

Contractor shall be responsible for recording, updating and submitting to the IT Infrastructure Manager a current Equipment List with corresponding serial numbers, manufacturers, and model numbers of the new equipment replacement as well the old equipment being replaced. If the contractor finds a faulty component during the course of performing the preventive maintenance, the contractor shall be responsible for reporting the issue to the IT Infrastructure Manager and shall repair such component(s) within the response/repair time specified within these specifications. Contractor shall create and submit for approval a "Preventive Maintenance Checklist" after the contract award to perform its routine inspection and preventive maintenance services. Once approved by LAWA, the contractor is required to use this checklist. Within five (5) business days after each preventive maintenance cycle, the contractor shall submit the completed maintenance checklist to the IT Infrastructure Manager.

Q. Repair Services:

1. General:

In the event of an equipment malfunction or failure, such equipment shall be replaced, if not repairable on-site, with spare equipment. Such spares shall be available as detailed herein. The contractor shall be responsible for all costs associated with having the defective equipment repaired. If such spares are not available for some reason, the contractor shall be responsible for obtaining the equipment for replacement of defective equipment, subject to the provisions of all spare equipment.

2. Reporting:

Upon completion of repair, the contractor shall provide a written summary of work performed; including a brief description of the problem, the resolution, the materials/parts/equipment used, serial number(s) of such items, the individual performing the work and the number of labor hours spent. Reporting frequency, format, detail and submittal shall comply with provisions herein.

3. Contractor Deviation from Service Requirements:

If a problem cannot be identified and/or corrected within the maximum allowed time interval, as specified herein, the Contractor shall submit a written statement to the IT Infrastructure Manager requesting a repair time extension. If the IT Infrastructure Manager approves the extension time, the respective penalty may be waived. Waiting for a manufacturer to replace or repair equipment will not be an acceptable reason for time extension or penalty waiver requests.

4. Spare Parts:

At all times, and at no additional cost to LAWA, the Contractor shall keep an inventory of spare equipment and parts and consumables in sufficient quantities to meet the operations and response/repair time requirements of the CAD. All spares shall be new, unused, and shall be the same, equal to, or better quality than the equipment/parts, materials and consumables in service. LAWA reserves the right to be the sole judge in determining quantity, equivalence and quality of such spares. Such spares shall become the property of LAWA upon acquisition by the Contractor for this contract.

IT Infrastructure Manager or their designee reserves the right to inspect the contractor's repair facilities and verify existence and levels of inventory at any time prior to the execution and during the term of the contract. Spare stock shall include a minimum of 10% of spares for equipment/parts, materials and consumables deployed. This shall include but not limited to: MDCs, MDC keyboards, MDC displays, MDC vehicle wiring kits, DLRs, Modems and power supplies for LTIs. For any conflict or inconsistency herein regarding the quantity of spares, the greater quantity shall take precedence.

R. Tools, Test Equipment, Monitoring Hardware and Software, and Ancillary Items Required to Perform Services:

All tools, test equipment, monitoring hardware and software, and ancillary items related to Contractor activity regarding maintenance of the CAD shall be furnished by the Contractor. Items shall include, but not be limited to, tools, test equipment, modems, remote access software.

S. Cell Phones:

All on-site contractor staff assigned to this contract, including subcontractors, shall be assigned and shall carry cellular phones at all times. The cell phones shall be compatible with LAWA's cell phones, shall have voicemail and be capable of e-mail operation (receiving and transmitting). The contractor shall submit a list of the personnel names and the corresponding contact numbers and e-mail addresses to the IT Infrastructure Manager upon the execution of the contract.

T. Optional Services:

The Contractor shall furnish and deliver optional services at the request and approval of LAWA IT Infrastructure Manager or their designee, as further detailed in this RFP.

U. CAD Description:

CAD consists of the following systems and subsystems:

1. LAX:

a) Computer Aided Dispatch:

The CAD module is designed to be the core of the Data911 system. It networks with the other modules by automatically updating and forwarding information to the proper files and units.

b) MDC:

Mobile Data Computer used in the patrol vehicles for communications between vehicles and dispatch.

c) MX:

CAD client component for the patrol vehicles

d) RX:

Mobile Report Writer

e) AVL:

Automatic Vehicle Location system

- f) RMS:
Report Management System
 - g) RPW:
Report Writer
 - h) ECOMM:
External communications is an interface between CAD and external agencies such as the DMV, DOJ, and NCIC.
 - i) SAM:
Security Administration Management
2. LA/ONT:
- a) Computer Aided Dispatch:
The CAD module is designed to be the core of the Data911 system. It networks with the other modules by automatically updating and forwarding information to the proper files and units.
 - b) MDC:
Mobile Data Computer used in the patrol vehicles for communications between vehicles and dispatch.
 - c) MX:
CAD client component for the patrol vehicles
 - d) RX:
Mobile Report Writer
 - e) RMS:
Report Management System
 - f) RPW:
Report Writer
 - g) ECOMM:
External communications is an interface between CAD and external agencies such as the DMV, DOJ, and NCIC.
 - h) SAM:
Security Administration Management
3. Van Nuys Airport (VNY)
- a) Computer Aided Dispatch:
The CAD module is designed to be the core of the Data911 system. It networks with the other modules by automatically updating and forwarding information to the proper files and units.

V. Inclusion of Added System Capacity During the Contract Period:

The CAD may be expanded at all LAWA airport locations. The Contractor shall include in their original pricing O&M for a 20% expansion or growth of the CAD at no additional cost to LAWA. This includes increases in capacity attributed but not limited to changes in configuration, hardware or software upgrades, and location changes of the CAD equipment. This applies to workstations, MDCs, servers, printers, monitors, modems, LTI systems, as well as expansion of capacity within respective equipment.

W. Operations and Maintenance Activity:

Operations and maintenance activity shall include, but not be limited to, real-time, remote and local system and subsystem:

1. Monitoring and diagnostics;
2. Problem isolation and identification;
3. Configuration and provisioning;
4. Preventive maintenance;
5. Remedial action - repair, replacement, etc,
6. Outage response and report generation with root-cause analysis and determination and preventive measures;
7. Software patch upgrades;
8. Documentation and record generation and maintenance, including drawing and instruction manual development and updating;
9. Data collection, compilation, tracking, analysis, and report generation;
10. Training - both formal and informal, field and factory;
11. Moves, additions, and changes (MAC);
12. Professional services associated with the operations and maintenance of the CAD - design, analysis, programming, engineering, drafting, and project management;
13. Provision of material - parts, equipment, ancillary hardware and software, etc.;
14. Acquisition, maintenance, and securing of spare and MAC material - parts, equipment, consumables, ancillary hardware and software, etc.;
15. Participating both remotely and locally (in-person) in numerous ongoing periodic meetings, and;
16. System data and software back-up, local and remote storage, retrieval, restoration, reporting.

X. Initiation of Contractor Work:

1. General:

With the exception of emergency or urgent work, all work performed on the CAD shall have paperwork associated with it. For emergency or urgent work, such paperwork may be subsequent to the response. All normal operations and maintenance work activity performed on CAD shall be initiated by Work Order(s) (WO) generated by the LAWA IT Helpdesk during normal working hours and by a request from the LAWA IT Duty Manager after-hours and on weekends and holidays. Urgent work may precede a WO, however the IT Infrastructure Manager shall be notified before such work takes place and a respective WO shall be opened in parallel with such work taking place. Such WO and requests will be sent to the IT Helpdesk.

2. Contractor Call Center:

The Contractor shall operate a "Call Center" that may receive any of the following WO from LAWA.

b) Trouble WO:

Once a trouble WO is closed, the Contractor's Call Center will send the closed WO to LAWA with a full description of the problem resolution. LAWA shall determine the content and detail of the WO closure information.

c) Moves, Additions, or Changes (MAC) WO:

Once a MAC WO is closed, the Contractor's Call Center shall send the completed WO to LAWA with a full description of the MAC disposition. LAWA shall determine the information and detail of the WO closure.

d) Preventive Maintenance (PM) WO:

Once a PM WO is closed, the Contractor's Call Center shall send the completed WO to LAWA with a full description of the PM disposition. LAWA shall determine the information and detail of the WO closure.

e) Other Types of WO:

Once a miscellaneous WO is closed, the Contractor's Call Center shall send the completed WO to LAWA with a full description of the WO disposition. LAWA shall determine the information and detail of the WO closure.

3. Contacting the Contractor:

The Contractor shall provide the IT Infrastructure Manager with a toll-free voice, facsimile, cell-phone, e-mail addresses and pager numbers to be used by IT Infrastructure to notify the Contractor's control/call center and personnel of CAD problems, other work orders, and to escalate unresolved issues as may become necessary.

Y. Preventive O&M:

Preventive maintenance shall include, but not be limited to, replacement of aging equipment, query of system status, routine diagnostics, adjustment of modules, identification of abnormal or unacceptable conditions (i.e. power, equipment mounting, environmental, access, safety). The Contractor shall provide a list and schedule of preventive maintenance activities to be performed on a monthly basis. A Preventive Maintenance Plan shall be submitted with the Proposal.

Z. Maintenance Materials:

All material necessary for maintenance of CAD shall be furnished and installed by the Contractor at no additional cost to LAWA. This shall include all consumables that are required for the maintenance for CAD such as, Backup tapes, Backup Drives, mice, keyboards, surge protectors, cables, and others that may be specified.

AA. Documentation and Records:

1. Definition

a) Content:

Documentation of CAD is defined as information, including, but not limited to, databases of users and their profiles, databases of port configurations, databases of module settings and configurations, system diagrams,

subsystem diagrams, peripheral equipment diagrams, rack profile diagrams, equipment shelf profile diagrams, equipment block diagrams, wiring diagrams, factory test data, field test data, equipment manuals, training manuals, configuration upgrades and modifications, operating system and application software versions and configurations, and maintenance records.

b) Format:

The storage of this information can be in any form, subject to the approval of LAWA.

2. Maintenance of Documentation:

The Contractor shall maintain all documentation of the CAD, including, but not limited to, databases, tapes, cartridges, or diskettes containing information necessary to fully restore a failed site, node or equipment. In addition, a copy of all this documentation shall be provided to IT Infrastructure Manager; and, all such documentation maintained by the Contractor shall be owned by LAWA.

3. Reliance on LAWA-Supplied Documentation:

The Contractor may use, but shall not rely on, LAWA documentation in the performance of maintenance and operations functions. As an example, in the event a problem occurs on particular CAD equipment where, for whatever reason, LAWA documentation is not present, the Contractor shall be responsible for correcting this problem without LAWA-supplied documentation. If respective documentation is required to correct a problem, the Contractor is responsible for providing such documentation. Copies of any documentation developed by the Contractor for the CAD system shall be owned by and provided to LAWA.

4. Records:

The Contractor shall furnish and maintain detailed and itemized logs of all Contractor activity, including, but not limited to, remote monitoring, preventive maintenance, remedial maintenance, and remote technical support, incidents in which the escalation plan is invoked and other labor. Logs shall detail activity at each facility, site, or node and shall include the time, date, and duration of each activity on an hourly basis. The log shall also include a summary of the system performance, a detail of problem diagnosis and correction and a list of equipment repaired or replaced. All logs shall be chronological, legible and shall include the name and telephone number of the individual performing the respective work. Separate logs shall be maintained for each CAD subsystem.

5. Preventive Maintenance Log:

All Contractor activity associated with the preventive maintenance function shall be documented, including, but not limited to, itemized lists, detailed procedures and actual data of periodic maintenance, measurements and checks to be performed. Periodic data recorded shall include, but not be limited to:

- a) Initial data and status
- b) Expected data and status
- c) Measured or observed data and status
- d) Deviations between expected data and status, and the measured or observed data and status.

6. Modifications, Additions, Changes, or Upgrades Log:
All Contractor activity associated with the modification, addition, change, or upgrade of CAD shall be documented.
7. Chargeable Items Log:
All chargeable labor and material for which LAWA will be invoiced by the Contractor shall be documented. Labor and material shall be itemized as follows:
 - a) Labor
 - i) Description of work, duration of work in hours, location of work, and name of individual(s) performing work.
 - ii) Purchase order number or sub-purchase order number and name of LAWA personnel requesting work.
 - iii) Charges.
 - b) Material
 - i) Make and model of material.
 - ii) Price of each item.
 - c) Technicians Log:
Each technician provided by the Contractor shall keep and maintain a Technicians Log. The Technicians Log(s) shall include date and time records of all technical personnel under the control of the Contractor to visit or inspect any site, preventive and remedial actions taken, parts replaced or removed or installed, or any provisioning activity. Entries to the Technicians Log shall be included as a reference in reports submitted by the Contractor. The Technicians Log(s) shall be made available to the IT Infrastructure Manager upon request.
 - d) Other:
As may be determined appropriate by the IT Infrastructure Manager or the Contractor, including any incident in which the escalation plan was invoked.

BB. Reports:

1. Bi-Weekly:
Reports shall be generated by the Contractor and transmitted electronically to LAWA on a bi-weekly basis, documenting respective past two-week activities. Separate reports shall be generated for each CAD subsystem. Reports shall include, but not be limited to, work orders, MAC and trouble tickets, alarms received, problem diagnosis, technicians dispatched, preventive maintenance activity, and technical assistance rendered. Additional report requirements for CAD are detailed in these specifications. All manually generated reports shall be created using Microsoft Windows products (i.e. Excel, Access, Word), all reports shall be modifiable by LAWA personnel, and all shall be submitted in softcopy forms. The model, version and release of the Microsoft Windows products may be specified on a report-by-report basis by LAWA.
2. Additional Reports:

The Contractor shall provide additional reports at the request of LAWA. These reports may include a summary of alarms or as comprehensive as the complete historical COS and alarm history for a six month period. The content and format of these additional reports shall be determined by LAWA.

CC. Representation with Third Party Vendors:

As a part of maintenance, the Contractor shall represent LAWA with third-party vendors in order to identify and correct problems with the CAD and respective connections to the CAD.

DD. Escalation Plan:

The Contractor shall maintain an escalation plan to systematically increase the level of effort and expertise and executive involvement. The Contractor shall immediately notify LAWA in writing of any changes in the plan, including changes in titles, personnel, telephone numbers time-frames, or procedures.

EE. Optional Items:

1. Training

a) General:

The Contractor shall provide formal training on the proper installation, operation, administration, maintenance and procedures of the CAD system and its components. This training shall be comprehensive to the point where IT Infrastructure staff can operate and maintain the CAD without on-site support from the Contractor. This training shall include the creation of duplicate equipment configurations that exist at the Airport and training on such equipment. For this training, the Contractor shall furnish all special tools, instruments, training aids, and other materials in sufficient quality and quantity to assure a meaningful presentation to each participant. One complete set of technical and training manuals and documentation pertinent to respective equipment of the CAD shall be furnished for each training session participant. Upon completion of each course, these technical and training manuals shall become the property of LAWA. At the request of each participant, the Contractor shall deliver the technical and training manuals and documentation to the address specified by LAWA.

The formal training shall be furnished at the request of the IT Infrastructure Manager anytime within the term of the Contract. Such training shall be scheduled and provided not more than thirty (30) days after receipt by the Contractor of a written request by the IT Infrastructure Manager. After receipt of such a request, the Contractor shall submit to IT Infrastructure a schedule of the training on the CAD equipment, including, but not limited to, the date and duration of each training session, session outlines, a listing of training hardware and software, a list of tools and test equipment for the training and a list of training manuals and documentation to be used.

Proposers shall provide detailed, itemized pricing for a program to train LAWA staff on the operations and maintenance of the CAD. The pricing, quality, and extensiveness will be considered as part of the contract award criteria. The price/plan itemization shall include per-course and per-student pricing. For training that will take place more that 50 miles from the LAX

property line, all prices quoted for this off-site training shall include room, board, and travel expenses that shall be paid for by the Contractor.

The Contractor shall train LAWA staff to operate and maintain all aspects of the CAD without assistance from the Contractor. This training shall consist of both theoretical and practical training. The theoretical training shall be formal classroom and lab training on the same equipment that is used on the CAD. The practical training shall be informal, on-the-job, and field training with the contractor staff. Any available training by the original equipment or software manufacturer or developer, or resellers of such products, shall be provided to LAWA. If formal training is not normally scheduled and not normally available by the original equipment or software manufacturer or developer, or resellers of such products, and the Contractor does not directly maintain and operate such equipment or component, then the requirement to train LAWA staff on the respective element of the CAD is excluded from this requirement. An example of an item where training is not available is proprietary software where the owner or developer of such software will not allow LAWA staff to modify the code of the software. Therefore, the Contractor is not required to train LAWA staff on how to modify the code. However, if such an owner or developer of respective software will allow LAWA to modify such code, then the Contractor shall train LAWA staff on how to modify this code. An example of a reason to modify such code is to change certain report templates.

All elements of the CAD that are proprietary and/or impractical for Contractor or LAWA staff to operate and maintain, this shall be clearly specified in the Contractor's Training Plan.

b) Submittal with Proposal:

Proposers shall submit a list of training that will be furnished to LAWA in the categories listed below. All training will be taught by certified trainers at an appropriately equipped training classroom.

i) Technician/Analyst:

This LAWA staff shall receive training on how to locally and remotely maintain, repair, configure, replace, upgrade, install, move, add, change, isolate problems, detect problems, troubleshoot, analyze and monitor all CAD peripheral hardware and user software/applications. The peripheral hardware includes, but is not limited to, driver license readers, modems and all other items that are not common and central core equipment, such as servers. A minimum of four (4) IT infrastructure staff shall receive this training.

ii) Hardware Engineer:

In addition to receiving all Technician/Analyst training, this LAWA staff shall receive training on how to locally and remotely maintain, repair, configure, replace, upgrade, install, move, add, change, isolate problems, detect problems, troubleshoot, analyze and monitor all CAD hardware components (including network and cabling). A minimum of two (2) IT Infrastructure staff shall receive this training.

iii) Software Engineer:

This LAWA staff person shall receive training on how to locally and remotely maintain, repair, configure, replace, upgrade, install, move, add, change, isolate problems, detect problems, troubleshoot, analyze, and monitor all CAD software components. Software components shall include, but not be limited to, applications, operating systems, databases, reports, scripts, source code, network hardware software and directories. A minimum of two (2) IT Infrastructure staff shall receive this training.

FF. Additional Work Requests:

1. General:

The Contractor may be requested to provide labor and materials over and above the labor and materials included in the base-Proposal pricing. The purpose of this would be to perform additional operations and maintenance services/tasks associated with the CAD, including moves, additions and changes and minor upgrades. In addition, the contractor may be asked to perform unanticipated projects associated with CAD. These items will be paid for through contract contingency funds. This additional work can take place at any LAWA airport and at other LAWA-owned, -leased, or -used facilities. Examples of such work include, but are not limited to:

- a) Repair work due to vandalism or user errors that are beyond normal wear and tear, as determined by LAWA;
- b) Training;
- c) Installing additional parts, equipment, system or sub-systems;
- d) When not covered under the base-proposal pricing, replacement of discontinued hardware and software with new replacement hardware and software; and,
- e) Upgrades to CAD and related sub-systems.

2. Compensation for Additional Work:

If the contractor is requested to perform such tasks, the contractor shall be required to provide in detail a written quotation itemizing all labor and materials to accomplish respective tasks. Such tasks shall not be performed without prior written authorization by the IT Infrastructure Manager. The Contractor shall receive compensation for the performance of such tasks as follows:

a) Lump Sum:

An agreed upon lump-sum fixed cost amount.

b) Labor Hours:

The number of labor hours needed to perform the tasks, based on Proposal pricing for additional technician(s) and/or professional services. Proposal pricing shall be provided for each of the following CAD work classifications for business hours and after business hours:

- i) Technician
- ii) Engineer/Programmer

GG. Maximum Pricing :

For material and labor acquired through this contract, LAWA shall pay the Contractor the rate paid for such material and labor plus any other costs incurred that are directly associated with the provision of such material and labor. These other costs shall not exceed 10% of the rate paid out for such material and labor.

HH. Subcontracted Work:

For all subcontracted work, the prices charged to LAWA by the Contractor shall not be greater than the Contractor's cost in providing such labor and material to LAWA. Such costs shall not exceed 20% over what the Contractor pays for such labor and material. If requirements within these Specifications further define the maximum Contractor costs, the requirements that result in the lowest pricing/costs to LAWA shall take precedence. Copies of the Contractor's invoices and packing slips for respective labor and materials shall be submitted along with the original invoice to LAWA.

II. Software and Licenses:

For the Contract Period, at no cost to LAWA, the Contractor shall furnish LAWA with all manufacturer-released, developer-released, proprietary and non-proprietary software and firmware and respective licenses for the CAD hardware, firmware and software. LAWA shall have the right to use and modify this software and firmware during and after the Contract Period.

For the Contract Period, at no cost to LAWA, the Contractor shall furnish LAWA with all manufacturer-released, developer-released, proprietary and non-proprietary software and firmware upgrades and respective upgrade licenses for the CAD hardware, firmware, and software. LAWA shall have the right to use and modify this upgraded software and firmware during and after the Contract Period.

All software and firmware and respective upgrades provided under this Contract shall be furnished with Contractor, manufacturer and developer technical support for firmware and software and respective upgrade implementation and no less than five (5) complete sets of operator, user, system administrator and application administrator instruction manuals, at no additional cost to LAWA. All licenses shall be transferable in the event LAWA leases or sells all or part of the CAD equipment and/or services.

JJ. Meetings:

The Contractor shall attend bi-weekly meetings with LAWA personnel consisting of routine and emergency maintenance meetings, as required by LAWA personnel. The date, time, and location of these meetings shall be determined by LAWA personnel. The Contractor representative(s) attending each meeting shall be identified to and approved by LAWA as to their knowledge of respective equipment and operation and maintenance activity, and their ability to address issues at hand. LAWA shall determine if meetings on the CAD subsystems will be held jointly or separately.

1. Routine:

Routine maintenance meetings will be scheduled on a regular basis between 8 a.m. and 3 p.m., Monday through Friday, excluding LAWA holidays. The

Contractor shall present the reports detailed in these Specifications at this meeting. The minimum frequency of these meetings shall be once every other week. The frequency of these meetings may be changed at the discretion of the IT Infrastructure Manager.

2. Urgent or Emergency:

Following any event determined to be an urgent or emergency, if issues remain unresolved after reasonable escalation has failed, the Contractor shall attend meetings as ordered by LAWA. The Contractor shall present reports and provide other information regarding the emergency, including the nature and cause of the problem, repair and escalation process that was followed, progress if the matter unresolved and recommendations to prevent recurrence.

3. Minutes:

The Contractor may be requested to prepare the agenda and minutes of each meeting with LAWA and distribute such documents after approval by LAWA.

KK. Failure to Perform:

Failure of the Contractor to perform operations and maintenance services within the required time periods detailed in these specifications shall result in a \$100.00 penalty for each hour after the respective time-period requirement until such component(s) and/or system is restored and fully operational. The IT Infrastructure Manager shall be the sole judge in determining the completion of such services.

The Contractor shall be liable for any additional costs incurred by LAWA in restoring the critical component(s) and/or the system non-resolvable by the Contractor within the allowed time. Penalties shall be deducted from the monthly payment due the Contractor. These penalties may be reduced and/or waived at the discretion of the IT Infrastructure Manager.

IV. CONTENTS OF PROPOSAL

If your firm is qualified and would like to be considered for this proposed contract, please furnish a formal proposal on or before the specified due date. The proposal shall consist of two parts:

Part A shall include one (1) original, six (6) color copies (if the proposal is in color) and an electronic copy on CD/DVD, shall be labeled "CAD Maintenance and Repair Services" and contain text, statements and documentation you believe demonstrates your technical ability, organization and experience to meet the requirements of this RFP. **Part B (one (1) original, two (2) copies)** shall be labeled "CAD Maintenance and Repair Services Administrative Requirements Packet" and contain the required administrative documents described in the Administrative Requirements Section below.

PART A

The contents of Part A shall be complete in description. Part A shall be in the format of a written report with any additional materials incorporated in the text within the designated size of the submittal noted below.

PART A, SECTIONS 1-5, shall be prepared on single sided pages, 8 ½ inches by 11 inches, with a minimum of twelve (12) point type lettering.

PART A, SECTION 6 shall be prepared on 8½ x 11 single sided paper, with a minimum twelve (12) point type lettering.

Proposers must submit one (1) original document and six (6) color copies (if the proposal is in color), bound in sturdy multi-ring operable binders (to facilitate making additional copies, if needed) and one (1) electronic copy of Part A on a CD/DVD in a format compatible with Adobe Acrobat Reader 7.0.

PART B

Part B SECTION 7 shall be prepared on 8½ x 11 single sided paper. Proposers must submit one (1) original document and two (2) copies, bound in sturdy multi-ring operable binders (to facilitate making additional copies, if needed).

Note: Required administrative documents, Transmittal Cover Letter (two (2) pages maximum), Table of Contents, and Section dividers (except as noted above) are not considered in the page count. Section dividers must not include any text other than on the tab indicating the Section name or number.

If the proposals do not conform to these requirements, then the proposals may be deemed non-responsive and not be considered for further evaluation.

The proposal must provide sufficient information to support your ability to satisfy all of the evaluation criteria described in Section VIII of this document, Evaluation and Selection Criteria, and, at a minimum, must include:

Transmittal Cover Letter

Each Proposer shall submit with their proposal a transmittal cover letter identifying the Proposer, the entity to be contracted with, and any sub-consultants. The Proposer may include other important general information, which is deemed significant enough to be highlighted. An authorized representative/officer of the Proposer must sign the cover letter. The Proposer's representative shall identify name, title, address, telephone number, fax number, e-mail address and who shall serve as the main contact for this proposal. The cover letter shall not be more than two (2) pages (one-sided only).

Table of Contents

Only Sections 1-5 are considered part of the text of the proposal. Each Proposer must include a Table of Contents identifying the following sections in the proposal:

Section 1 - Executive Summary

Section 2 - Team Identification

Section 3 - Proposed Descriptions and Methodology of Work

Section 4 - Proposed Firm's and On-Site Staff Members, Experience and Accomplishments

Section 5 - Proposers Qualifications

Section 6 - Proposed Rates

Section 7 - Administrative Requirements

Section 1 – Executive Summary

The Executive Summary must include a brief statement of how the proposer shall meet the scope requirements as set forth in the RFP.

Section 2 – Team Identification

Please identify your firm and all proposed on-site personnel including each sub-consultant by name, firm name, primary representative and title, address, telephone number, fax number, e-mail address, location of headquarters office, and location of any local offices. Indicate whether your firm is a corporation, joint venture, partnership or sole proprietor. Indicate the name(s) of the owner(s) of your firm.

Section 3 – Proposed Descriptions and Methodology of Work

Proposers shall present a plan describing the approach and methodology for accomplishing the services described in Section III, Scope of Services, of the RFP including the following:

1. Key issues to be addressed.
2. Summary of CAD services proposed to be performed.
3. Work summary plan and schedule.

Section 4 – Proposed Firm's and On-Site Staff Members, Experience and Accomplishments

For each proposed on-site personnel, provide a list of specific examples of relevant experience relative to services being requested in Section III, Scope of Services of this RFP. Describe the professional qualifications, capabilities, experience, education, and training. Resumes of all proposed on-site personnel may be included.

LAWA reserves the right to verify each candidate's experience and education. LAWA must be notified a minimum of fifteen (15) days in advance of the start of the project, of any change in the individuals assigned to the project. New personnel are required to submit a resume stating qualifications and experience to accomplish the requested services.

Section 5 – Proposers Qualifications

Proposer(s) shall submit at least two (2) references where similar repair and maintenance services were provided for a combined total of at least three (3) years for services described in Section III, Scope of Services of this RFP. The Proposer's firm shall at a minimum possess the following certifications and/or experience: Refer to section F

Proof of such certifications and references must be submitted with the proposal package. ***Failure to include the required training certification(s) with the bid may render the bid non-responsive and may result in its rejection.***

All on-site contractor technicians being assigned to perform work under this contract are required to have training and any annual updates and working experience with servicing Fargo and/or other manufacturer badge printers. Verification of training shall be provided to the LAWA IT Infrastructure Manager immediately upon award of contract. LAWA IT Infrastructure Manager reserves the right to verify the training qualifications of proposed personnel. Training information of employees assigned to work on this contract shall include:

- Name of Employee
- Date of Training
- Description of Training
- Place of Training
- Proof of Training

Section 6 – Proposed Rates

Please provide monthly fixed Base-proposal lump sum costs and unit rates for all services requested in this RFP guaranteed for three (3) years from the effective date of the contract.

Section 7 - Administrative Requirements - Refer to Section XVI of this document, Administrative Requirements, for the contents of this packet.

Note: LAWA reserves the right to verify all submitted information, including contacting the referenced clients to perform reference check, and/or to solicit comments. All information stated in the proposal shall be factual, truthful and shall not be fabricated, embellished, extended or misrepresented in any manner. If any information stated in the proposal is found to be a misrepresentation or embellishment of past experiences, then this shall be grounds for disqualification of the proposal.

V. PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held on **Wednesday, March 3, 2010 at 1:30 p.m.** in the Samuel Greenberg Board Room in the Clifton A. Moore Administration Building at Los Angeles International Airport, 1 World Way, Los Angeles, California 90045.

The purpose of this conference is to present the project, the procedures, LAWA's Affirmative Action program and explain the Equal Benefits Ordinance and other City administrative requirements to the prospective Proposers regarding this RFP.

VI. QUESTIONS CONCERNING PROPOSAL REQUIREMENTS

All questions or requests for clarification regarding this RFP shall be clearly presented and transmitted by e-mail to the addressee indicated below by no later than **4:00 p.m. PST on Tuesday, March 9, 2010**. Only questions to explain the information and requirements in the RFP will be answered. There will be no telephone call support.

Marine Mandoyan
Senior Communications Engineer
Los Angeles World Airports
Information Management and Technology Group
E-mail Address: cadmaintfrp@lawa.org

All responses to questions will be posted on the Los Angeles Business Assistance Virtual Network (LABAVN) website at www.labavn.org by **Tuesday, March 16, 2010**.

Review of System Drawings and Other Documents: Drawings, system details, and the equipment list are deemed security sensitive information and are not included as part of this RFP proposal package. They shall be made available for review following the pre-proposal conference. Interested proposers are required to schedule an appointment by e-mailing the request no later than **4 p.m. PST on Tuesday, March 16, 2010** to:

cadmaintfp@lawa.org

Potential proposers will be allowed to review/view the respective drawings and other documents for no more than one (1) hour each. Individuals representing potential proposing entities may be required to undergo federal, State, and local background checks and complete a Non Disclosure Agreement (NDA) form.

VII. SUBMISSION OF PROPOSAL

Written responses must be prepared by form, content, and sequence as set forth in this document. Once submitted, proposals, including the composition of the team and sub consultants, cannot be altered without prior written consent of LAWA. Proposers should use the following as a checklist to ensure that all requirements are met.

1. Part A, as described herein above, and Part B, as described herein, **must be received by LAWA on or before, but no later than, 2:00 p.m. PST on Wednesday, March 31, 2010.** Any proposals received after this time will not be considered by LAWA.
2. The original proposal, copies and the CD/DVD shall be enclosed in a single sealed package, with the name and address of the Proposer in the upper left corner, and marked "CAD Maintenance and Repair Services".
3. All necessary forms and statements for the various miscellaneous provisions explained in this document must be completed, properly signed, and included with the proposal.
4. LAWA's communications with Proposers, including responses, corrections, and notices will be posted on the LABAVN website (www.labavn.org) and the Los Angeles World Airports website.
5. No documents will be accepted after the deadline date and time stipulated herein. However, the City reserves the right to request, receive and evaluate supplemental information after the above time and date at its sole discretion.
6. Your written submittal shall be addressed to and received by the following:

Marine Mandoyan
Senior Communications Engineer
City of Los Angeles
Department of Airports
Information Management and Technology Group
6053 W. Century Blvd., 2nd Floor
Los Angeles, CA 90045

VIII. EVALUATION AND SELECTION CRITERIA

All proposals deemed timely and responsive will be reviewed and evaluated and a short list of the most qualified Proposer(s) will be developed. An evaluation panel consisting of a committee of LAWA staff members will interview the qualified Proposer(s) on the short list.

After the completion of the interview process, LAWA will rank the short listed Proposers and negotiate a contract with the highest ranked, qualified Proposer. If for any reason a contract cannot be successfully negotiated with the first ranked firm, LAWA may choose to negotiate with the next most qualified firm. The final contract terms and conditions will be determined during contract negotiations following the selection process. Upon satisfactory negotiation, LAWA Management will return to the BOAC with a recommendation to award the contract. No contract is final and binding on LAWA until approved by the BOAC.

The Proposer(s) selected to be interviewed will be notified in writing at least five (5) calendar days prior to the scheduled interviews. The Proposer(s) may subsequently be re-interviewed for final evaluation.

Evaluation factors to be considered include:

1. Demonstrated experience, capabilities and qualifications of the firm and proposed project team (20 points);
2. Past performance on contracts of similar size, scope and requested services (10 points);
3. Cost of the Base proposal for maintenance and repair services, plus Optional Items (30 points);
4. Quality and responsiveness of the Base-proposal for maintenance and repair services, plus Optional Items (30 points);
5. Firm's financial stability (5 points);
6. References from government agencies or other organizations (5 points);

Total maximum: 100 points

IX. RIGHT OF REJECTION

LAWA reserves the right to reject any and/or all proposals, waive any informality in such proposals, request new proposals, revise the RFP prior to proposal submission, proceed to do the work otherwise, withdraw this RFP, not award the contract or not award a portion of the contract at any time. Revisions to the RFP, if any, may be mailed to all potential proposers who were mailed the RFP. The receipt of proposals shall NOT, in any way, obligate the BOAC, Los Angeles World Airports, or the City of Los Angeles to enter into a

consultant contract, lease or any other contract of any kind with any proposer. All submitted copies of the proposals shall become the property of the City of Los Angeles.

X. PROTEST PROCEDURES

THE PROCEDURES AND TIME LIMITS SET FORTH IN THIS SECTION ARE MANDATORY AND ARE THE PROPOSER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF PROTEST. FAILURE TO COMPLY WITH THESE PROCEDURES MAY BE A PRESUMPTION THAT YOU HAVE WAIVED ANY RIGHT TO FURTHER PURSUE THE PROTEST, INCLUDING FILING A GOVERNMENT CODE CLAIM OR ANY LEGAL PROCEEDING.

The purpose of the following procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by City, by and through its BOAC. The procedures will enable the BOAC to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

- A. A protest relative to a particular proposal, and all required copies, must be submitted in detail, in writing, signed by the protestor or by a representative of protestor, and received in the Office of the Los Angeles City Attorney, Airport Division, the Office of the BOAC and the LAWA Division responsible for issuing the RFP at the below addresses, before 5:00 p.m. on the fifth business day after issuance of a notification of the recommendation by management of LAWA to the BOAC to award the contract to a particular proposer. 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 Request for Bid or Request for Proposal, any submitted proposal, 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 representative.
- B. All protests must be addressed to the Office of the City Attorney, Airport Division, One World Way, Room 104, Los Angeles, California 90045 with a copy to the Secretary of the Board of Airport Commissioners at One World Way, Los Angeles, California 90045 and a copy to the Division of the Department of Airports responsible for issuing the Request for Proposals.
- C. The party filing the protest must, at the same time as delivery to the City Attorney's office and the secretary of the BOAC as set forth above, deliver a copy of the protest and any accompanying documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other proposers.
- D. The BOAC will only consider protests by any proposer(s) who appear(s) to have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.
- E. Only protests meeting the above criteria will be reviewed and submitted to the BOAC. Protesting and potentially affected parties will be notified of the time and

date that the protest will be discussed in a public session of the BOAC. Protesting parties will be given an opportunity to present their arguments at the public session.

- F. Following the public discussion of the protest, the BOAC will issue its decision regarding the protest. If the BOAC determines that the protest was frivolous, the party originating the protest may be determined by the BOAC to be irresponsible and that party may be determined to be ineligible for future contract awards.

XI. EXPENSE, OWNERSHIP AND DISPOSITION

LAWA shall not be responsible in any manner for the costs associated with the submission of the proposals. The proposals, 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 proposal in any way that LAWA selects. LAWA shall be free to use as its own, without payment of any kind of liability therefore, any idea, scheme, technique, suggestion, layout or plan received during this proposal process.

XII. CITY HELD HARMLESS

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

- A. "To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City and any and all of City's departments, 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 cost of litigation), claimed by anyone (including Consultant and/or Consultant's agents or employees) by reason of injury to, or death of, any person(s), or for damage to, or destruction of, any property (including property of Consultant) or for any and all other losses alleged to arise out of, pertain to, or relate to the Consultant's performance of the contract, whether or not contributed to by any act or omission of City, or of any of City's departments, boards, officers, agents or employees; provided, however, this paragraph shall not be construed as to require Consultant to defend, indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, liabilities, 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 Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant'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 Consultant's negligence, recklessness or willful misconduct in the performance of the contract.
- B. In addition, Consultant agrees to protect, defend, indemnify, keep and hold harmless City and any and all of City's departments, boards, officers, agents, employees, assigns and successors in interest from and against any and all claims, damages,

liabilities, losses and expense arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Consultant 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. Consultant agrees to, and shall, pay all damages, settlements, expenses and costs, including cost of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City and any and all of City's departments, boards, officers, agents, employees, assigns and successors in interest arising out of, or relating to, the matters set forth above in this paragraph of the City's Hold Harmless agreement."

XIII. ATTORNEY FEES

If City shall be made a party to any litigation commenced by or against proposer arising out of proposer's operations and as a result of which proposer is held liable, in whole or in part, by settlement, adjudication, or otherwise, then proposer shall pay all costs and reasonable attorney fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

XIV. ADDITIONAL LAWA REQUIREMENTS

A. Nondisclosure

1. The Contractor, in the interaction or relationship with LAWA IMTG, whether by contact or otherwise, will have access to information that is proprietary and confidential. This information is protected by applicable laws regarding secrecy of communications and trade secrets, and shall remain the exclusive property of LAWA IMTG.
2. The Contractor agrees that unless otherwise specified in writing by the Manager of IMTG, the Contractor, including the Contractor's employees, agents, subcontractors, and any other entities related to the Contractor for the purpose of interacting with IMTG, shall comply with the following:
 - i) The Contractor shall consider information proprietary and confidential and shall keep information as such;
 - ii) The Contractor shall not disclose or permit disclosure of any information to any third party or any other employer of the Contractor including other City and LAWA entities;
 - iii) The Contractor shall limit access to information to a need-to-know basis in completing contract obligations with LAWA;
 - iv) The Contractor shall not cause or permit anyone to copy, publish, or disclose information to others, including other City and LAWA employees not directly involved with this project;

- v) The Contractor shall use the information only for purposes of rendering services under contract with LAWA IMTG.
- 3. A Contractor's non-compliance with the provisions specified herein is grounds for contract termination for cause.

B. Invoice Instructions

- 1. General: Contractors shall be responsible for the submittal of invoices in a form acceptable to LAWA. Any inaccurate invoices or invoices without the appropriate back-up documentation as specified in the contract will be rejected. Rejected invoices will extend the payment term and/or discount term until all corrections are made by the Contractor.
- 2. Invoices: All invoices shall be submitted to the LAWA Contract Manager for review and approval prior to submitting the respective invoice to LAWA's Accounts Payable address listed below. This is important to avoid unnecessary delays in payments to the Contractor. The aging of an invoice in considering discount terms shall not commence until such invoices are sent to LAWA Accounts Payable by the Contractor; and only after the Contractor has received approval by the LAWA Contract Manager.

Discounts and payment terms shall be clearly printed on invoices and shall be based on the LAWA actual receipt stamped date and not the invoice date. It is LAWA's goal to take all available discounts being offered by vendors. When issuing credit memos, contractors must reference the purchase order number and invoice number to which the credit is applying. Contractor can contact the designated LAWA contract manager or the Accounts Payable Help Desk at 310-417-0542 for any invoice inquiries. LAWA reserves the right to request additional, detailed substantiation with respect to any of the contractor's invoices. The Contractor shall include any information on such invoices as requested by LAWA. All invoices shall include the following information clearly printed on them:

- i) Contract and Purchase Order Number: All invoices shall have the appropriate Contract and Purchase Order (PO) Number provided by the entity ordering/receiving the materials or services. LAWA's contract number begins with either "DA" followed by a four-digit number or "YPO" followed by a ten-digit number that begins with "46". LAWA's PO number is a ten-digit number beginning with "45".
- ii) Vendor Code
- iii) The statement: "I CERTIFY THAT THIS CONTRACTOR HAS COMPLIED WITH THE PROVISIONS OF THE CITY'S LIVING WAGE ORDINANCE"
- iv) Timesheets (by total hours per day for each individual) shall be provided as back-up documents for services rendered.
- v) Bill To:

Los Angeles World Airports
Attention: Accounts Payable
PO Box 92882, Los Angeles, CA 90009

vi) Ship To:
LAWA IMTG
Infrastructure Division
Attention: [Contract Manager]
Los Angeles, CA 90045

C. Marketing References

The successful contractor shall be prohibited from making any references to LAWA in any literature, promotional material, brochures or sales presentations without the express written prior consent of LAWA.

XV. CONTRACT BONDS

The subsection 2-4 as it appears in the Standard Specifications for Public Works Construction "Green book" shall apply under the contract, except that the Executive Director shall act in the place of the Board, the Labor and Materials Bond/Payment Bond shall be for one hundred percent (100%) of the contract price, and that the following shall be added:

The Contractor shall arrange to have the Faithful Performance Bond/Contractor's Bond remain in full effect for one (1) year after acceptance of the Work by the Executive Director. This shall be done as a guarantee that the Contractor shall satisfactorily correct any deficiencies in materials or workmanship of which the Department notifies the Contractor within that year.

CONTRACTOR'S GUARANTEE

The Contractor shall guarantee all of its work, all work of its Subcontractor, and all material furnished, for a period of one (1) year after the date of final acceptance of the Work. Neither the final acceptance nor the final payment nor any provision in the contract documents shall relieve Contractor of responsibility for faulty material or quality of work. The Contractor shall have the Faithful Performance bond remain in full effect for one (1) year after final acceptance. The Engineer shall give notice of observed defects to the Contractor with reasonable promptness. Contractor shall remedy the defects and pay for any damage to other work resulting there from which appears within one (1) year after final acceptance. Whenever applicable, equipment furnished shall bear the Underwriter's Label.

XVI. ADMINISTRATIVE REQUIREMENTS

All Contractors must include, as an attachment to the proposal, the original documents indicating compliance with the attached "Administrative Requirements". Please compile all

original, signed administrative documents into one binder, clearly labeled “Administrative Requirements” and submit with the proposal.