

City of Los Angeles
Department of Neighborhood Empowerment
Request for Proposals
On-Line Voting System

Date Issued: Friday, September 19, 2014

LABAVN Tracking Number: DONE 2014-002

Response Due By:
Tuesday, November 25, 2014
4:00 p.m. (PST)

TABLE OF CONTENTS

1.0	INTRODUCTION AND BACKGROUND.....	4
2.0	SCOPE OF SERVICES	5
3.1	Independent Contractor.....	11
3.2	Additional Services of Personnel.....	11
3.3	Contractor Accessibility	11
3.4	Furnishing of Electronic Documents.....	11
3.0	GENERAL PROPOSAL CONDITIONS	11
3.1	Acceptance of Terms and Conditions.....	12
3.2	Cost of Responding to RFP.....	13
3.3	City's Right of Withdrawal of RFP and Rejection of Proposals.....	13
3.4	Contractor's Right to Withdraw Proposal.....	13
3.5	Disposition of Proposals and Disclosure of Information	14
3.6	Conferences during the Evaluation Period	14
3.7	Proposal Submittal Conditions or Limitations	14
3.8	Proposal Interpretations and Addenda	15
3.9	Social Media Policy	15
3.10	Web Design and Development Policies	15
3.11	Citywide Web Content Policy	15
3.12	Conflict of Interest	15
3.13	Indemnification and Waiver of Subrogation.....	16
4.0	CONTENTS OF PROPOSAL	16
4.1	In Writing	17
4.2	Cover Letter.....	17
4.3	Cost Breakdown	18
4.4	Qualifications of the Contractor	18
4.5	Subcontractors	18
4.6	Key Personnel	18
4.7	Corporation or Other Entity Capability	19
4.8	Information on Business Location and Workforce	19
4.9	Proposal Deviation from RFP	19
4.10	Additional Data Proposer Wishes to Present.....	20
4.11	Statement of Non-Collusion.....	20
4.12	Nondiscrimination/Equal Employment Practices/Affirmative Action Program.....	20
4.13	Child Support Obligations.....	21
4.14	Service Contractor Worker Retention and Living Wage Ordinances	21
4.15	Equal Benefits Ordinance.....	21
4.16	Contractor Responsibility Ordinance	22
4.17	Slavery Disclosure Ordinance	22
4.18	Business Inclusion Program (BIP) Requirements.....	22
4.19	Municipal Lobbying Ordinance	23
4.20	Bidder Campaign Contributions and Fundraising	23
4.21	First Source Hiring Ordinance	23
4.22	Contractor Evaluation Ordinance	24

5.0	PRE-PROPOSAL CONFERENCE	24
5.1	Conference Schedule.....	24
5.2	Submittal of Written Questions.....	25
5.3	Attendance at Conference and Site Visits	25
5.4	Reasonable Accommodations for Persons with Disabilities	25
6.0	DEADLINE FOR SUBMISSION OF PROPOSALS	25
6.1	Number of Copies Required	25
6.2	Deadline and Address for Submittal of Proposal.....	25
6.3	RFQ Schedule.....	26
7.0	EVALUATION PROCESS AND CRITERIA.....	26
7.1	Evaluation Process.....	26
7.2	Evaluation Criteria	27
7.3	Oral Presentations.....	27
8.0	PROTEST PROCEDURE	27
9.0	CONTRACT TERMS AND CONDITIONS	28
9.1	City Standard Provisions for Personal Services Contracts – Insurance/Indemnity	29
9.2	City Business Tax Registration Certificate.....	29
10.0	LIST OF APPENDICES	30
	Appendix A..... Proposer Workforce Information	
	Appendix B..... Statement of Non-Collusion	
	Appendix C	Child Support Obligations
	Appendix D ... Service Contractor Worker Retention and Living Wage Ordinances	
	Appendix E.....	Contractor Responsibility Ordinance
	Appendix F.....	Business Inclusion Program (BIP) Requirements
	Appendix G	Municipal Lobbying Ordinance CEC Form 50
	Appendix H	Bidder Campaign Contributions and Fundraising CEC Form 55
	Appendix I	Standard Provisions for City Contracts (Rev. 3/09)
11.0	PROPOSER CHECKLIST	31
11.1	General Information.....	31
11.2	Required Content of Proposal	31
11.3	Required Related Documents	31
12.0	EXHIBITS	26
	Exhibit A – Website Enhancement Specifications	27
	Exhibit B – Citywide Website Development and Publication Policy.....	28
	Exhibit C – Citywide Web Content Policy.....	29

**CITY OF LOS ANGELES
DEPARTMENT OF NEIGHBORHOOD EMPOWERMENT**

**REQUEST FOR PROPOSAL (RFP)
ON-LINE VOTING SYSTEM**

1. INTRODUCTION AND BACKGROUND

The City of Los Angeles (CITY), acting by and through the Department of Neighborhood Empowerment (DEPARTMENT) and the Office of the City Clerk (CITY CLERK), is requesting submittal of Request for Proposals (RFPs) from experienced CONTRACTORS to provide an on-line voting system for the Neighborhood Councils (NCs) and DEPARTMENT. RFPs must be submitted in accordance with the requirements set forth in this document.

The objective of the RFP process is to award a three (3) year Agreement from date of City Clerk Attestation to a CONTRACTOR that can provide an on-line voting system for the NCs and DEPARTMENT.

Only written responses will be considered. Any materials submitted will become part of the response, and may be incorporated into any subsequent contract(s) between CITY and the selected CONTRACTOR. An original and two copies (total of three (3) sets) must be received by **4:00 p.m.** on Tuesday, November 25, 2014, addressed to:

**Jeffrey S. Brill, Senior Management Analyst II
Department of Neighborhood Empowerment
14410 Sylvan Street, Suite 401
Van Nuys, CA 91401**

If you have technical questions, please submit them to Jeffrey S. Brill, via e-mail at jeff.brill@lacity.org, via fax at (818) 374-9977, or by mail. The questions, along with the answers, will be posted after the Wednesday, October 15, 2014, optional pre-submittal meeting. Any questions regarding mandated CITY Policies and Programs should be addressed to CITY agency responsible for administering them, as stated in the corresponding attachment.

An optional pre-submittal meeting will be held on Wednesday, October 15, 2014, at 10:00 a.m. in the Conference Room located at the Department of Neighborhood Empowerment, 14410 Sylvan Street, Suite 401, Van Nuys, CA 91401. All contractors interested in this program are **encouraged** to attend this meeting.

A panel from CITY may evaluate the written responses to this RFP.

Once an agreement is reached, DEPARTMENT and/or on behalf of the NC, will issue a Notice to Proceed. No work is authorized until DEPARTMENT issues the Notice to Proceed to the selected firm.

2. **SCOPE OF WORK**

It is the intent of CITY to solicit proposals for an Online Voting System and Candidate Registration for the NC Elections.

In addition to the online voting and candidate registration system, a supplemental alternative method of telephone call-in will be required.

The response to the Request for Proposals should include the following:

NC Online Voting System Requirements:

1. The online voting system shall be available for access by voters during the voting period of the NC Elections. The system shall be available twenty-four (24) hours per day, seven (7) days per week from the opening day through the scheduled closing day.
2. The online voting system being offered shall be capable of handling all eligible voters within and for the 95 certified NCs, which can be divided into 12 Regions. There are approximately 1,800 seats on these NCs. However, the voting for NC seats may vary, if the seat is uncontested or if the NC holds a selection (non-secret ballot) instead of an election. Historically, 80-90 NCs will have elections.
3. CONTRACTOR shall provide pricing for the 95 Certified NC Elections to run concurrently or consecutively (by Region). This process along with a final schedule shall be determined after the contract is awarded.
4. Each NC election has differences in the number of seats up for elections and who can vote for those seats, resulting in over 300 ballot styles. The ability to do ranked votes for instant run off voting is required.
5. The online voting system shall be capable of handling the amount of voters accessing their ballots simultaneously.
6. Voting instructions will be in a minimum of English, Spanish, Korean, Tagalog, Armenian, Farsi, Thai, Vietnamese, Russian, Chinese and Japanese.
7. Ballots are required to be in English and other languages that may be required.
8. Because of the expansive voter pool, voters have the ability to vote in multiple NC elections. Candidates can also run in multiple NC elections. Also, NCs allow candidates to run for multiple seats on the board. The system needs to be able to accommodate this ability.

9. The system shall generate unique individual passcodes to be used by voter to access his or her ballot: The secure, system-generated passcode shall be a mix of capital (upper case) letters and numbers, up to a maximum of six (6) characters.
10. CONTRACTOR will prepare the secured electronic file, which shall include the passcode and mailing address of the corresponding voter. The electronic file will be transmitted to CITY.
11. CONTRACTOR shall provide detailed measures being taken to ensure the program software will be secured from hacking or other compromises.
12. CONTRACTOR shall provide a detailed description of the security measures in the system to verify the voter's identification information.
13. CONTRACTOR shall provide a detailed description of the system's security that will be implemented to ensure that an automated system is not accessing the website created for the election process.
14. CONTRACTOR shall provide information plans detailing their system's testing and verifications process. Testing and verification process shall include backup and recovery procedures.
15. CONTRACTOR shall provide detailed documented proof of an audit trail of the voting process to verify that a ballot has been cast.
16. CONTRACTOR shall provide detailed measures being taken to ensure how the housing of the hardware in their non-government facility and/or other sites will be secured.
17. Daily total tabulations and reports of successful ballots shall be electronically submitted to DEPARTMENT for each day of the voting period.
18. CONTRACTOR shall be responsible to tabulate the votes following the close of the voting period. The results shall list each election race with the candidate with the highest number of votes first and the rest of the candidates in descending order. The results shall then be transmitted electronically to DEPARTMENT.
19. CONTRACTOR shall record, tabulate and report the voting methods used by voters (online or telephone). CONTRACTOR shall provide statistics of the frequency of online voting and alternative method to DEPARTMENT after the voting period ends.
20. A minimum of three (3) authorized CITY personnel, at one-time, shall be able to access the NC Election results.

21. CONTRACTOR shall work with observers and auditors appointed by CITY to certify the system and oversee the election process.
22. During the voting period, CONTRACTOR shall furnish a minimum of one (1) personnel representing the company who will act as CONTRACTOR'S liaison, in addition to the technical support team.
23. CONTRACTOR shall provide the number of technically qualified, knowledgeable personnel available to assist in the proper operation, training, testing and troubleshooting of the system.
24. No special software shall be required of the voter to use the online voting system, beyond a standing enabled web browser.
25. The system being offered shall be compatible with all major Internet browsers and on smart phones, tablets and other common digital device that have Internet access.
26. CONTRACTOR shall provide and maintain a "backup" system for the program to ensure data is not lost.
27. CONTRACTOR shall provide the server hardware to support the voting system during development, testing and production. CONTRACTOR shall provide redundant, centralized, secured servers for the elections, as well as firewalls and hardened security methods. Hardware: Exact description of the hardware to be provided; make, model, type and other technical detail specifications shall be required. The description shall include any processes for the micro server component and how implementation to the database will be accessed.
28. CONTRACTOR shall provide detailed measures being taken to ensure how the housing of the hardware in their non-government facility and/or other sites will be secured.
29. CONTRACTOR shall provide detailed measures ensuring the accuracy of the votes, including the systems in place to prevent fraud or digital manipulation of the election results through hacking.
30. All equipment being offered shall be of suitable quality for its intended use and be of sufficient size and capability to handle the volume of responses anticipated for this election.
31. CONTRACTOR shall provide the description of the software program to be used in meeting CITY's needs as specified and include any processes for the server component and how implementation to the database will be accessed.

Voter Participation for Online Voting:

32. Voter Participation for online voting:
- a. The website enables a voter to log-in using a unique passcode.
 - b. A voter will be able to view profile information about a respective candidate in the voter's NC or Region.
 - c. The voter will then be presented with an online ballot generated for the voter. (Using data provided by DEPARTMENT.)
 - d. The voter will be able to cast a vote online, once the voting period has officially opened. The voter will be able to cast their vote from any computer or other equipment that has access to the Internet.
 - e. In the event the voter makes a mistake when marking the ballot, the system shall allow the voter to correct the choice, as long as the ballot is not submitted.
 - f. Once the voter has made the applicable selections, the selections shall be reviewed by the voter before submitting the vote. The voter will have cast his or her vote when they click on "Submit".
 - g. After voting, the voter shall be issued a receipt confirming that the ballot was cast and counted. The receipt shall not disclose any voter information. The voter shall be able to print a copy of this receipt.

Online Candidate Registration:

33. CONTRACTOR shall make available the online candidate registration system for access by candidates during the registration period for the NC Elections. The system shall be available twenty-four (24) hours per day, seven (7) days per week.
34. CONTRACTOR'S online candidate registration system will allow the candidate to input the following information:
- a. Board name
 - b. Board position
 - c. Gender
 - d. Last name
 - e. First name
 - f. Middle initial
 - g. Residential address
 - h. If no street address, description of residence (optional)
 - i. Mailing address if different from residential address
 - j. Residential telephone number
 - k. Work telephone number
 - l. Email address
 - m. Ballot name (last, first, middle, suffix). Note: no professional titles.

- n. The online candidate registration system will provide six (6) statements that the candidate will check signifying their agreement to each one.
 - o. The online candidate registration form shall include an automated date submitted mark.
 - p. The candidate will be able to attach a 500 character profile statement.
 - q. The candidate will be able to attach a photograph.
 - r. The candidate will be able to upload required documentation (up to three (3) candidate verification documents) proving candidate is eligible to run for the seat. This information must be verified by DEPARTMENT prior to approving the candidate's profile to be posted.
35. CONTRACTOR shall provide information plans detailing their system's testing and verification process. The testing and verification process shall include backup and recovery procedures.
 36. CONTRACTOR shall, provide the number of technically qualified, knowledgeable personnel available to assist in the proper operation, training, testing and troubleshooting of the system.
 37. No special software shall be required of the candidate to use the online candidate registration system, beyond a standing enabled web browser.
 38. The system being offered shall be compatible with all major Internet browsers.
 39. CONTRACTOR shall provide and maintain a "backup" system for this program to ensure data is not lost.
 40. CONTRACTOR shall provide the server hardware to support the online registration system during development, testing and production. CONTRACTOR shall provide redundant, centralized, secured servers for the elections, as well as firewalls and hardened security methods. Hardware: Exact description of the hardware to be provided; make, model, type and other technical detail specifications shall be required. The description shall include any processes for the micro server component, how implementation to the database will be accessed.
 41. CONTRACTOR shall provide detailed measures being taken to ensure how the housing of the hardware in their non-government facility and/or other sites will be secured.
 42. CONTRACTOR shall provide an in-house quality control and quality assurance program that will be applied to services provided under this contract.
 43. CONTRACTOR shall offer equipment of suitable quality for its intended use and be of sufficient size and capability to handle the volume of candidate responses anticipated for this election. There are approximately 1,800 seats on CITY's 95 Certified NCs.

44. The online candidate registration system shall be able to produce daily reports containing all candidate information in an Excel file. The results shall be transmitted electronically to DEPARTMENT.
45. During the candidate registration period, CONTRACTOR shall furnish a minimum of one (1) personnel representing the company who will act as CONTRACTOR'S liaison, in addition to the technical support team.
46. A minimum of three (3) authorized CITY personnel, at one-time, shall be able to access the Candidate Registration.
47. CONTRACTOR shall provide the description of the software program to be used in meeting the CITY's needs as specified and include any processes for the server component and how implementation to the database will be accessed.

Alternative Voting Method: Telephone Call-In

48. In addition to the Online Voting System, a supplemental alternative method of Telephone Call-In voting will be required.
 - a. An alternative, Telephone Call-In voting process for the voter to cast his or her ballot shall be provided for those voters unable to access the Internet or website.
 - b. CONTRACTOR shall describe their plan and methodology of the process in detail, including but not limited to the type of equipment, number of personnel, security measures needed in assisting voters to cast their ballot confidentially.
 - c. The Telephone Call-In voting process shall be integrated with the online system being provided.
 - d. The Telephone Call-In voting method proposed shall ensure that each eligible voter will only be able to cast one (1) ballot per NC they are eligible to vote for.
 - e. CONTRACTOR shall be responsible for all costs associated with the implementation of the alternative method.
 - f. CONTRACTOR shall be responsible to record, maintain, tabulate and report the alternative method of votes being cast.

Timeline and Project Tasks:

49. Once the contract is awarded and executed, CONTRACTOR and DEPARTMENT will coordinate and create an estimated time frame for each of the Regions. There are currently 12 Regions (and approximately eight (8) NCs per Region) within the NC System that DEPARTMENT will require an On-line

Voting System for. Completion of the entire project will be encompassing **all 12 Regions**. With the description of the tasks provided, CONTRACTOR and DEPARTMENT after execution of contract, shall list the expected time frame to coordinate and put the program into operation for the **online voting system and candidate registration and alternative voting method - telephone call-in**. Completion times for each of the 12 Regions portion of work, will be similar to the chart below:

DESCRIPTION OF PROCESS TO BE FINALIZED	PROJECTED DATE
Candidate Registration Begins	TBD
Candidate Registration Ends - Deadline	TBD
Deadline for hard copy candidate registration forms	TBD
Data delivered to CONTRACTOR	TBD
Voter unique passcode with voter list delivered to CITY	TBD
Voter password mailed out by CITY / Website goes live	TBD
Voting begins	TBD
Voting ends	TBD
CONTRACTOR to deliver election results to CITY	TBD
Deadline to challenge results	TBD

The 95 Certified NC Elections may run concurrently or consecutively (by Region). This process along with a final schedule (based on the format above) shall be determined after the contract is awarded.

The Contractor shall provide a proposal that considers the cost for one election for all 95 Neighborhood Councils and also a proposal that considers the cost of conducting several elections over the course of several months (e.g., 12 different elections occurring over 4 months with groups of approximately 8 Neighborhood Councils in each election).

DEPARTMENT Responsibilities:

50.
 - a. DEPARTMENT will furnish CONTRACTOR with any other required voter information.
 - b. DEPARTMENT shall be responsible for marketing information regarding usage of the program.
 - c. DEPARTMENT shall provide auditors and observers as required to certify and oversee the Neighborhood Board Election process.
 - d. DEPARTMENT shall provide paper forms to candidates not using the online candidate registration system.

2.1 INDEPENDENT CONTRACTOR

CONTRACTOR shall be deemed to be an independent CONTRACTOR and not the agent, servant, representative or employee of CITY. Under no

circumstances will the service be considered a contract of partnership or joint venture between CITY and CONTRACTOR.

2.2 ADDITIONAL SERVICES OR PERSONNEL

During the term of the contract, CITY reserves the right to negotiate with CONTRACTOR for the furnishing of additional services related to and within the scope of work of this contract, should additional related services be required by CITY.

2.3 CONTRACTOR ACCESSIBILITY

CONTRACTOR must be accessible every day from 8:00 a.m. to 5:00 p.m. (PST), by telephone, telephone answering machine, telephone answering service, or cellular phone.

Also, during the performance of the contract, if CONTRACTOR is inaccessible by telephone or does not respond to any message left for CONTRACTOR within twenty-four (24) hours from the time of the message, CITY shall reserve the right to disqualify CONTRACTOR from award and terminate the contract and suspend CONTRACTOR from participating on any or all future CITY solicitations for a period of three (3) months or longer. CITY also reserves the right to debar any non-performing CONTRACTOR for a period up to three years.

However, CONTRACTOR who is unable to comply with this telephone accessibility requirement may make alternate arrangements satisfactory to DEPARTMENT to permit daily communication between CONTRACTOR and DEPARTMENT.

Failure to comply with the provisions herein may be sufficient cause for the rejection of the proposal.

2.4 FURNISHING OF ELECTRONIC DOCUMENTS.

In addition to any hard copy document production requirements, CONTRACTOR shall provide electronic copies of all hard copy document work product prepared for CITY under the terms of this contract. Hard copy work product includes plans, specifications, studies, reports and any other information that CONTRACTOR is required to provide CITY on paper under the terms of this contract. The required file formats and media requirements for the electronic documents will be as specified by the Officer-in-Charge.

3.0 GENERAL PROPOSAL CONDITIONS

All proposals submitted are subject to the following general conditions:

3.1 Acceptance of Terms and Conditions

Submission of a proposal shall constitute acknowledgement of acceptance of all terms and conditions hereinafter set forth in this RFP unless

otherwise expressly stated herein. All Proposals must be submitted in writing and must include all required documents including forms, appendices, and other specifications.

3.2 Cost of Responding to RFP

CITY shall not be responsible in any manner for the costs associated with the submission of CONTRACTORS Proposal. The Proposal, including any and all drawings, plans, brochures, photographs and other materials submitted shall become the property of CITY upon receipt by CITY. CITY shall have the right to copy, reproduce, publicize or dispose of each Proposal in any way CITY elects.

CONTRACTOR acknowledges and agrees that all documents, manuals, reports, analyses, studies, drawings, information or data, or any other materials (hereinafter collectively referred to as "Materials") originated and prepared by CONTRACTOR pursuant to the terms of this Agreement are "Work Made for Hire" and shall become the sole property of the CITY for its use in any manner it deems appropriate. CONTRACTOR assigns any and all of its respective interests and rights in such property, including copyrights, trade secrets or other proprietary interests in said manuals, reports, training programs or other written materials to the CITY for its use in any manner it deems appropriate.

All documents and records (hereinafter collectively referred to as "Documents"), provided by CITY to CONTRACTOR shall remain the property of CITY and shall be returned to the CITY upon termination of this Agreement or at the request of CITY.

The provisions of Section 3.2 survive termination of this Agreement.

3.3 City's Right of Withdrawal of RFP and Rejection of Proposals

CITY will negotiate a contract with CONTRACTOR. CITY reserves the right to revise the RFP, withdraw the RFP, reject any response for non-compliance with the RFP provisions, or not to award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of CITY. If the RFP is revised, written revisions to the RFP will be made available to all potential respondents who received the RFP.

3.4 Contractors Right to Withdraw Proposal

CONTRACTOR may withdraw a submitted proposal in writing at any time prior to the specified due date and time. Faxed withdrawals will be accepted. A written request to withdraw, signed by an authorized representative of the Proposer, and must be submitted to CITY at the address specified herein for submittal of proposals. After withdrawing a previously submitted proposal, CONTRACTOR may submit another proposal at any time up to the specified submission deadline. All proposals submitted and not withdrawn prior to the end of the submission deadline must be firm and may not be withdrawn after the submission

deadline for a period of one hundred eighty (180) calendar days following the deadline for submission of proposals specified in this RFP.

3.5 Disposition of Proposals and Disclosure of Information

All proposals submitted in response to this RFP will become the property of CITY and will be a matter of public record subject to the State of California Public Records Act (California Government Code Section 6250 *et seq.*). CONTRACTORS must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the CONTRACTOR claims is exempt from disclosure under the California Public Records Act. Any CONTRACTOR claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the Proposer claims is not subject to disclosure under said Act.

Any CONTRACTOR claiming such an exemption must also state in the proposal the following: "The CONTRACTOR will indemnify CITY and its officers, employees, and agents, and hold them harmless from any claim or liability and will defend any action brought against them for their refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefore." Failure to include such a statement will constitute a waiver of a Proposer's right to exemption from disclosure.

All documents and records (hereinafter collectively referred to as "Documents"), provided by CITY to CONTRACTOR shall remain the property of CITY and shall be returned to CITY upon termination of any future Agreement (s) or at the request of CITY.

The provisions of Section 3.5 survive termination of any future Agreement.

3.6 Conferences during the Evaluation Period

After submittal of proposals and continuing until a contract is awarded, all personnel and agents of CITY or DEPARTMENT involved in the RFP process will refrain from holding any meeting, conferences, or technical discussions with any CONTRACTOR except as provided in this RFP. CONTRACTORS must not communicate in any manner with CITY or DEPARTMENT personnel or their agents regarding this RFP or the proposals during this period of time unless the communication relates solely to the scheduling of interviews, if applicable, or unless otherwise authorized in writing by the DEPARTMENT RFP/Contract Administrator. Failure to comply with this requirement will automatically terminate further consideration of that firm's or individual's proposal submitted.

3.7 Proposal Submittal Conditions or Limitations

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

3.8 Proposal Interpretations and Addenda

DEPARTMENT will publish any changes to or interpretations of this RFP on the website at the Los Angeles Business Assistance Virtual Network (LABAVN) at www.labavn.org

Any such changes or interpretations will become a part of this RFP and may be incorporated into any contract awarded pursuant thereto.

3.9 Social Media Policy

CONTRACTOR may be required to comply with and adhere to all policies, procedures and requirements set forth in any CITY Social Media Policy. CONTRACTORS who fail to comply with CITY Social Media Policy during both the bidding process and term of the contract may be subject to penalties, termination of contract, and debarment.

3.10 Web Design and Development Policies

CONTRACTOR is required to comply with Citywide Website Design and Development Policy, per Exhibit B.

3.11 Citywide Web Content Policy

CONTRACTOR is required to comply with Citywide Web Content Policy, per Exhibit C.

Additionally, the content on the eventual site must be Section 508 compliant and meet Web Content Accessibility Guidelines 2.0 success criteria levels A and AA outlined by the W3C.

3.12 Conflict of Interest

CONTRACTOR shall have in place a procedure to identify and disclose any applicable familial or financial relationships or any potential conflict of interest between any CITY, DEPARTMENT employee or NC Board Member and any claimant, agent or subcontractor providing services to the CITY, DEPARTMENT or NC. Furthermore, CONTRACTOR, its employees, agents and subcontractors shall neither accept nor offer any entertainment, gift, or gratuity as an inducement or reward for securing CITY, DEPARTMENT or NC business.

In the event of identified unethical behavior as described above, on the part of any employee, agent, or subcontractor of CONTRACTOR, CITY may immediately rescind this Contract. In such an event, CONTRACTOR shall be responsible for all costs associated with the return of all CITY property, and for all costs associated with transition to an alternative service provider, as well as all attorney fees and costs, which may be generated by such an action. CONTRACTOR shall report any investigation or allegation of impropriety to CITY immediately upon becoming aware of such.

CONTRACTOR shall disclose in writing to CITY at inception of services, any corporate or financial ties or relationships maintained with subcontractors, subsidiaries, vendors, or suppliers of any service utilized to meet the requirements of this Contract. Any association disclosable under this provision which is entered into by CONTRACTOR during the term of this Contract shall be disclosed in advance of authorization for services to be provided to CITY's account.

Names of entities associated with CONTRACTOR who may have a conflict of interest with any activity of this project should be included in the proposal. Provide details and reasons. CONTRACTORS are subject to disqualification on the basis of conflict of interest as determined by the CITY.

3.13 Indemnification and Waiver of Subrogation

CONTRACTOR acknowledges that the CITY shall indemnify and hold harmless CONTRACTOR from and against any and all claims arising from the acts or omissions of CITY, DEPARTMENT and/or NC or any of its officers, agencies, employees, contractors, or licensees for the conduct of City business. CONTRACTOR agrees to promptly notify CITY, DEPARTMENT and/or NC of any claims for which CITY, DEPARTMENT and/or NC may be liable under this Section. CITY may at its option but under no obligation defend CONTRACTOR. CONTRACTOR shall indemnify CITY, DEPARTMENT and/or NC and hold harmless CITY, DEPARTMENT and/or NC from and against any and all claims or liabilities arising from the acts or omissions of CONTRACTOR or any of its officers, employees, licensees, or CONTRACTORS. CITY, DEPARTMENT and/or NC agrees to promptly notify CONTRACTOR of any claim for which CONTRACTOR may be liable under this Section and CONTRACTOR may at its option but under no obligation defend CITY, DEPARTMENT and/or NC.

Each party hereto agrees to waive its rights of recovery against the other for any physical damage it may sustain to the extent that such damage is covered by valid and collectible property insurance. Each party will notify its respective insurers of such agreement.

4.0 CONTENTS OF PROPOSAL

The response to this RFP must be made in accordance with the format and in the order set forth herein. Failure to adhere to this format and order may be considered non-responsive and, therefore, be cause for rejection of the proposal. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material. It is CITY's intent to award a contract, in a form approved by the City Attorney, to the selected Proposer(s). This RFP and the proposal submitted or any part thereof, may be incorporated into and made a part of the contract. Proposals accepted by CITY constitute a legally binding contract offer by the CONTRACTOR.

4.1 In Writing

All proposals must be submitted in writing. CONTRACTOR must complete and return all applicable documents, including forms and appendices. CITY may deem CONTRACTOR non-responsive if CONTRACTOR fails to provide all required documentation and copies.

4.2 Cover Letter

Each proposal must be accompanied by a cover letter that identifies the legal business status (e.g., individual, partnership, corporation, etc.), address, telephone number, fax number, and e-mail address of CONTRACTOR. The cover letter must contain a general statement of the purpose for submission and must indicate the name, title, address, and telephone number of the person or persons authorized to represent CONTRACTOR in order to enter into negotiations with CITY with respect to this RFP and any subsequent awarded contract. The cover letter must also indicate any limitation of authority for any person named.

The cover letter must be signed by a representative or officer of CONTRACTOR who is authorized to bind the firm to all provisions of the RFP, any subsequent changes, and to the contract if an award is made.

If CONTRACTOR is a partnership, the proposal must be signed in the name of the partnership by a general partner thereof. If CONTRACTOR is a corporation, the proposal must be signed on behalf of the corporation by two (2) authorized officers (a Chairperson of the Board, President or Vice President, and a Secretary, Treasurer, or Chief Financial Officer) or by an officer authorized by a resolution of the Board of Directors to execute such documents on behalf of the corporation. If CONTRACTOR is a joint venture, duly authorized representatives from each corporation must sign the proposal or partnership as described above. All above signatures must be original and written in ink.

Proposals submitted by consortiums, joint ventures, or teams will not be considered responsive unless it is established in the proposal that all contractual responsibility rests solely with one member of the group or one legal entity. The proposal must identify the responsible entity.

A proposal letter must include the CONTRACTORS plan to provide state-of-the-art technology and equipment as it becomes available, including industry enhancements or upgrades.

4.3 Cost Breakdown

In order that CITY may plan for expenditures pursuant to the contract awarded for this service, CONTRACTOR must provide an estimate for each deliverable noted in the proposal. The proposal must contain a cost breakdown or Fee Schedule that lists and defines all costs for services being requested pursuant to this RFP. Although this will be a fixed price

Agreement, the proposal should include hourly rates, if applicable, for services provided.

In instances where a corporation is seeking to enter into an Agreement with CITY, the submitted Fee Schedule included in the RFP will reflect the rates for services that all of the locations listed under the CONTRACTOR will adhere to.

4.4 Qualifications of Contractor

The proposal must document that the CONTRACTOR and its staff meet the required qualifications and experience, and can satisfactorily perform the duties specified in the RFP. Proposals that do not document CONTRACTORS satisfaction of these minimum qualifications shall be deemed non-responsive, shall be rejected, and thus shall not be eligible for further consideration.

CONTRACTOR must provide details as to type of services previously provided to other agencies, including public agencies, including the name of the agency, contact person(s), telephone number(s), and dates, times and periods during which the indicated service was provided, and the extent and exact nature of the service provided. This section must also contain a statement of express permission for CITY to contact any identified present or previous customer regarding CONTRACTORS performance.

4.5 Subcontractors

The proposal must identify each subcontractor, its task(s), schedules of performance and costs. The proposal must also provide information on the qualification and experience of each subcontractor. Key personnel for subcontractors must be identified and a brief but complete statement of such key personnel's experience and background must also be provided. Notwithstanding the fact that a CONTRACTOR may utilize subcontractors, the CONTRACTOR will remain responsible for performing all aspects of the scope of services and for ensuring that all work is performed appropriately and on schedule.

4.6 Key Personnel

CONTRACTOR will include the names and resumes of all key personnel who are employed by the CONTRACTOR and who will be assigned to perform services pursuant to the contract, including the Project or Practice Manager. For each person identified, the following information must be provided:

- a. A description of the responsibilities, duties, and services to be performed by each key person assigned to work; and

- b. A brief, yet complete statement of each key person's experience and background, providing the number of years of relevant experience.

The RFP/Contract Administrator reserves the right to verify each such person's experience and/or education. The RFP/Contract Administrator reserves the right to approve any changes in personnel assigned by the selected CONTRACTOR to the contract.

4.7 Corporation or Other Entity Capability

The proposal must include a summary of the relevant background and experience of the entity submitting the proposal. Adequate documentation must be provided regarding the organizational and financial stability of the CONTRACTOR, in sufficient detail to substantiate that the CONTRACTOR has the organizational and financial stability to continue in business throughout the period of the contract, and will be able to successfully provide the services under the contract. The CONTRACTOR must provide validated evidence of its financial condition, such as a balance sheet, profit or loss statement, CPA certified annual report or annual operating statement, and any interim statement completed within the prior six (6) months.

4.8 Information on Business Location and Workforce

It is the policy of CITY to encourage businesses to locate or remain in CITY. Therefore, the City Council requires all City departments to gather information on the headquarters address and certain information on the employees of the firms contracting with CITY.

If the CONTRACTOR is a joint venture or other collaboration of separate entities, each member of the joint venture or collaboration must submit such a list.

This information can be completed in the Proposer Workforce Information form, Appendix A.

4.9 Proposal Deviation from RFP

The proposal must specify any deviation from the terms, conditions, and/or specifications of this RFP. Each such deviation must be fully identified and must include both the nature and the reason for the deviation, as well as a statement explaining the benefit to CITY as a result of the deviation. The proposal must state specifically, "We have excluded no items in the Proposal," or "We have included additional items in the Proposal," and provide a list of all additional items.

4.10 Additional Data Proposer Wishes to Present

The proposal must include any other relevant information CONTRACTOR believes is essential to the evaluation of the proposal. If CONTRACTOR

does not wish to present any additional data, the proposal must state specifically, "There is no other information we wish to present."

4.11 Statement of Non-Collusion

Each proposal must include an executed Statement of Non-Collusion attached to this RFP as Appendix B.

4.12 Nondiscrimination/Equal Employment Practices/Affirmative Action Program

CONTRACTORS are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2, Non-discrimination Clause. Non-construction services to or for CITY for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3, Equal Employment Practices Provisions. All Proposers shall complete and upload the Non-Discrimination/Equal Employment Practices Certification (two (2) pages) available on the CITY's LABAVN residing at www.labavn.org, at the time it registers on BAVN but no later than the time when an individual Proposal is submitted. However, Proposers with Certifications previously uploaded to BAVN within the last year and verified by the Office of Contract Compliance (OCC) do not need to re-submit.

Non-construction services to or for CITY for which the consideration is \$100,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All CONTRACTORS shall complete and upload, the City of Los Angeles Affirmative Action Plan (two (2) pages) available on CITY's LABAVN residing at www.labavn.org at the time it registers on BAVN but no later than the time when an individual Proposal is submitted. CONTRACTORS opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto CITY's BAVN. CONTRACTORS with current OCC approval for their Affirmative Action Plan do not need to re-submit unless the approval is 30 days or less from expiration.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful CONTRACTOR prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful CONTRACTOR and shall be made available to the Office of Contract Compliance upon request. Both the Non-Discrimination/Equal Employment Practices Certification and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto CITY's BAVN. CONTRACTORS seeking additional information regarding the requirements of CITY's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

4.13 Child Support Obligations

CONTRACTORS are advised that any contract awarded pursuant to this RFP will be subject to the applicable provisions of Los Angeles Administrative Code Section 10.10, Child Support Obligations. CITY policy also requires that all CONTRACTORS performing work for CITY comply with all applicable state and federal reporting requirements relative to legally mandated child support. CONTRACTORS must refer to Appendix C – Child Support Obligations for further information and instructions and must submit the required declaration at the time proposals are submitted.

4.14 Service Contractor Worker Retention and Living Wage Ordinances

Unless approved for an exemption, CONTRACTORS under contracts primarily for the furnishing of services to or for the CITY and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of CITY property, and certain recipients of CITY financial assistance, shall comply with the provisions of Los Angeles Administrative Code, Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36, et. seq., Service Contractor Worker Retention Ordinance (SCWRO).

CONTRACTORS shall refer to Appendix D “Living Wage Ordinance and Service Contractor Worker Retention Ordinance” for further information regarding the requirements of the Ordinances.

CONTRACTORS who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), or the Non-Profit/One-Person Contractor Certification of Exemption (OCC/LW-13). The List of Statutory exemptions, the Application and the Certification are included in Appendix D.

4.15 Equal Benefits Ordinance

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

All CONTRACTORS shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the CITY's LABAVN residing at www.labavn.org prior to award of a CITY contract, the value of which exceeds \$5,000. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve months from the date it is first uploaded onto the City's BAVN. CONTRACTORS do not need to submit supporting documentation with their bids or proposals. However, CITY may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

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

4.16 Contractor Responsibility Ordinance (CRO)

CONTRACTORS are advised that any contract awarded will be subject to the provisions of the Contractor Responsibility Ordinance (Los Angeles Administrative Code, Section 10.40 *et seq.*).

CONTRACTORS must refer to Appendix E – Contractor Responsibility Ordinance for additional information and instructions. All CONTRACTORS must complete and return with their proposal, the Responsibility Questionnaire included in Appendix E. Failure to return the completed Questionnaire may result in CONTRACTOR being deemed non-responsive.

4.17 Slavery Disclosure Ordinance

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

All CONTRACTORS shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a CITY contract.

CONTRACTORS seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

4.18 Business Inclusion Program (BIP) Requirements

It is the policy of CITY to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all CITY contracts. CONTRACTORS will assist CITY in implementing this policy by taking all reasonable steps to ensure that all available business enterprises; including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, CITY contracts. Equal opportunity will be determined by the Proposer's BIP outreach documentation, as described in Appendix F, the Business Inclusion Program, of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting.

CONTRACTORS must refer to Appendix F, Business Inclusion Program of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network (www.labavn.org). A Proposer's failure to utilize and complete their BIP Outreach as described in Appendix F may result in their proposal being deemed non-responsive.

4.19 Municipal Lobbying Ordinance

CONTRACTOR shall submit the applicable Municipal Lobbying Ordinance Compliance Form – Bidder Certification CEC Form 50, attached as Appendix G, with their proposal.

4.20 Bidder Campaign Contributions and Fundraising

CONTRACTORS may not make campaign contributions to and or engage in fundraising for certain elected CITY officials or candidates for elected CITY office from the time they submit the response until either the contract is approved or, for successful Proposers, 12 months after the contract is signed. CONTRACTOR's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

CEC Form 55 requires CONTRACTORS to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. CONTRACTORS must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 will be deemed non-responsive. CONTRACTORS who fail to comply with CITY law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.bidders@lacity.org.

CONTRACTORS must submit CEC Form 55, provided in Appendix H, to the awarding authority at the same time the response is submitted.

4.21 First Source Hiring Ordinance

Unless approved for an exemption, CONTRACTORS under contracts primarily for the furnishing of services to or for CITY, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of CITY Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All CONTRACTORS shall complete and upload the First Source Hiring Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at <http://www.labavn.org> prior to award of a CITY contract. The First Source Hiring Ordinance

Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN.

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

4.22 Contractor Evaluation Ordinance

CONTRACTORS are advised that any contract awarded as a result of this RFP process will be subject to the provisions of the Contractor Evaluation Ordinance (Los Angeles Administrative Code, Section 10.39 *et seq.*). In accordance with this Ordinance, the City must conduct an evaluation of a CONTRACTORS' performance at the end of the contract.

CITY may also conduct evaluations of the CONTRACTORS' performance during the term of the contract. Evaluations will be based on a number of criteria, including the quality of the work product or service performed the timeliness of performance, financial issues, and the expertise of personnel that the contractor assigns to the Agreement. Information from the evaluations will be kept in a centralized database, and CITY departments will consider that information when awarding future service contracts.

5.0 PRE-PROPOSAL CONFERENCE

5.1 Conference Schedule

An optional pre-submittal meeting will be held on **Wednesday, October 15, 2014, at 10:00 a.m.** at the Department of Neighborhood Empowerment, 14410 Sylvan Street, Suite 401, Van Nuys, CA 91401, to clarify the contents of this RFP and to discuss the needs of DEPARTMENT and/or the NC. CITY staff will be available to answer questions, clarify RFP requirements, and further explain the Department of Public Works Business Inclusion Program outreach requirements, and other mandated CITY policies and programs. All CONTRACTORS interested in this program are **encouraged** to attend this meeting. It is expected that CONTRACTORS attending the optional pre-submittal meeting will have reviewed the RFP, along with the attachments. Refer to the Business Inclusion Program requirements, **Appendix F**, Indicator No. 2.

The DEPARTMENT requests that respondents submit technical questions by e-mail, mail or via fax to Jeffrey S. Brill at jeff.brill@lacity.org or at (818) 374-9977 prior to the meeting. This will enable DEPARTMENT staff to prepare responses in advance. Additional questions will be accepted at the optional pre-submittal meeting; however, responses may be deferred, provided and posted at a later date.

5.2 Submittal of Written Questions

At the Pre-Proposal Conference, a panel of CITY representatives may be available to reply to relevant questions from prospective CONTRACTORS concerning this RFP.

If you have technical questions, please submit them to Jeffrey S. Brill, via e-mail at jeff.brill@lacity.org, via fax at (818) 374-9977, or by mail. The questions, along with the answers, will be posted after the optional pre-submittal meeting. Any questions regarding mandated CITY Policies and Programs should be addressed to the CITY agency responsible for administering them, as stated in the corresponding attachment.

Questions should be e-mailed **no later than 12:00 noon on Tuesday, October 28, 2014.**

5.3 Attendance at Conference

Attendance at the Pre-Proposal Conference is optional. Attendees at the conference will be responsible for taking their own notes.

5.4 Reasonable Accommodations for Persons with Disabilities

As an entity covered under Title II of the Americans with Disabilities Act, CITY does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposals, programs, services, and activities. If an individual with a disability requires accommodations to attend the Pre-Proposal Conference, contact the RFP/Contract Administrator at least three (3) business days prior to the scheduled event.

6.0 DEADLINE FOR SUBMISSION OF PROPOSALS

6.1 Number of Copies Required

The CONTRACTOR must submit an original proposal and two (2) complete copies of the proposal. The original must be marked "Original" on the cover and must bear the actual wet signature(s) of the person(s) authorized to sign the proposal. Signatures must be made in ink.

6.2 Deadline and Address for Submittal of Proposal

An original and two copies (total of three (3) sets) must be received by **4:00 p.m.** on Tuesday, November 25, 2014, addressed to:

**Jeffrey S. Brill, Senior Management Analyst II
Department of Neighborhood Empowerment
14410 Sylvan Street, Suite 401
Van Nuys, CA 91401**

Persons who deliver proposals will be issued a "Notice of Receipt of Proposal." All proposals submitted will be marked with a time and date stamp. Timely submission of proposals is the sole responsibility of the

CONTRACTOR. Proposals submitted via fax or e-mail will not be accepted.

Proposals must be received by DEPARTMENT on or before the submission deadline specified in this RFP. The deadline cannot be extended for failure on the part of a delivery or messenger service. Any proposal received after the deadline, regardless of reason, will not be accepted, and will be returned to the CONTRACTOR unopened. **Therefore, all proposals delivered after 4:00 p.m. on the due date will be returned unopened to applicants.** The addition of substantive supplemental information or modifications to the proposal will not be allowed after the submission deadline. CITY reserves the right to determine the timeliness of all proposal submissions.

6.3 RFP Schedule

This schedule indicates estimated dates for the RFP process. DEPARTMENT reserves the right to adjust this schedule when appropriate.

DATE	EVENT
Friday, September 19, 2014	Release RFP to potential CONTRACTOR
Wednesday, October 15, 2014	Optional Pre-submittal meeting
Wednesday, October 29, 2014	Issue addendum in response to optional pre-submittal meeting, if applicable
Tuesday, November 25, 2014	RFP's due by 4:00 p.m.
Monday, December 1, 2014	Begin RFP evaluations
Tuesday, December 9, 2014	Conduct interviews/oral presentations, if applicable
Thursday, December 18, 2014	Begin negotiations with selected CONTRACTOR
Tuesday, January 20, 2015	Board of Neighborhood Commissioners approves contracts
Wednesday, February 19, 2015	Mayor/DONE executes contracts

7.0 EVALUATION PROCESS AND CRITERIA

7.1 Evaluation Process

Proposal, initially, may be reviewed by a panel from the DEPARTMENT. The following criteria will be used in evaluating the CONTRACTOR'S Proposal to determine which CONTRACTOR is deemed most qualified for the successful performance of this type of services. CONTRACTOR submitting the highest-rated PROPOSAL may be called for an oral interview to further assess their qualifications. If the CONTRACTOR has complied with other CITY requirements, a contract will be negotiated with successful respondent.

CONTRACTORS will not be allowed to make any changes to their Proposals between the time of submittal and the time a decision is made by DEPARTMENT on which firms are "short listed" for interviews. If a CONTRACTOR has been "short listed," the CONTRACTOR may revise its PROPOSALS only if DEPARTMENT is notified in writing. The notification

must be received by DEPARTMENT at least 10 days prior to the interviews. The notification must clearly state the reasons for and the specifics of the changes.

7.2 Evaluation Criteria

Selection/Evaluation Criteria

- **Technical Qualifications and Past Experience** **30%**
This includes the firm's background, experience, and familiarity with website development and website maintenance and the qualifications of personnel.
- **Record of Past Performance** **20%**
This includes quality of work, completion of work on time and within budget, the response of references, and commitment to diversity.
- **Approach to Work** **20%**
This includes project management and coordination methodologies, and approaches to website development and website maintenance.
- **Cost Control** **30%**
This includes cost control procedures, preliminary cost estimates, personnel utilization, and fee schedules.

7.3 Oral Presentations

After preliminary evaluations are completed, the CITY may offer Proposers the opportunity to give an oral presentation. However, no proposal may be altered or enhanced during an oral presentation.

8.0 PROTEST PROCEDURE

These procedures provide a method for resolving, prior to award, protests regarding the award of personal service contracts by and through the CITY's Board of Neighborhood Commissioners. These procedures are for the benefit of the CITY and DEPARTMENT and are not intended to establish an administrative requirement that must be exhausted by the protesting CONTRACTOR prior to pursuing any legal remedy that may be available. For this reason, no CONTRACTOR shall have any right to due process, should DEPARTMENT fail to follow these procedures, for any reason within its discretion. However, failure by a CONTRACTOR to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board of Neighborhood Commissioners 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 Request for Proposal (RFP) must be submitted in detail and in writing and be postmarked within 14 calendar days after the receipt of proposal or statement of

qualification by the CITY. The day of the proposal or statement of qualification receipt shall be considered as day one.

- b. All protests must be addressed to: **General Manager**, Department of Neighborhood Empowerment, 200 North Spring Street, 20th Floor, Room 2005, Los Angeles, CA 90012.
- c. Advance copies of protests will be accepted if sent via fax within the protest period to the General Manager, Department of Neighborhood Empowerment, (213) 978-1751 and provided approval is received prior to sending the fax, by calling the General Manager at (213) 978-1551.
- d. CONTRACTORS are requested to advise their potential subcontractors of this protest period policy. Furthermore, protests against a CONTRACTOR by a subcontractor with a direct financial interest that could be adversely affected by the determination of the protest may be considered by the DEPARTMENT beyond the protest period.
- e. DEPARTMENT will only consider protests against any CONTRACTOR who appears to have a substantial and reasonable prospect of receiving a contract if the protest is sustained.
- f. DEPARTMENT may consider protests from CONTRACTORS concerning contract compliance matters beyond the protest period. These protests will receive due consideration if the CONTRACTOR submits the protest in a timely period and such protest affects a CONTRACTOR who appears to have a substantial and reasonable prospect of being selected if the protest is accepted.
- g. Protests meeting the above criteria will be analyzed and reported upon in a written report to the Board of Neighborhood Commissioners. Protesting parties will be notified of the time and date that the written report will be discussed in a public session of the Board of Neighborhood Commissioners. Protesting parties will be given the opportunity to present their arguments at the public session.

9.0 CONTRACT TERMS AND CONDITIONS

CITY anticipates issuing a contract for three (3) years. The CONTRACTOR to whom the contract is awarded will be required to enter into a written contract with the City of Los Angeles in a form approved by the City Attorney. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. However, CITY reserves the right to further negotiate the terms and conditions of the contract with the selected CONTRACTOR.

Once an agreement is reached, DEPARTMENT and/or on behalf of the NC, will issue a Notice to Proceed. No work is authorized until DEPARTMENT issues the Notice to Proceed to the selected firm.

The document titled "Standard Provisions for City Contracts (Rev. 3/09)" is attached hereto as Appendix I and will be incorporated into and made a part of the final contract.

9.1 City Standard Provisions for Personal Services Contracts – Insurance /Indemnity

The selected CONTRACTOR shall access insurance information on the internet through the City Administrative Officer (CAO) Risk Management website.

For information, go to:

http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf

Through the TRACK4LA system, a broker can have insurance approval within 24-hours.

9.2 City Business Tax Registration Certificate

The selected CONTRACTOR shall obtain and keep current a Business Tax Registration Certificate Number and all such certificates required of it and shall not allow any such certificate(s) to be revoked or suspended while any contract is in effect.

For compliance details, contact the Office of Finance, Tax and Permit Division at (213) 473-5901 or write to:

Office of Finance, Tax and Permit Division
200 North Spring Street
Room 220
Los Angeles, California 90012

CONTRACTOR also may apply online:

<http://finance.lacity.org/form/taxregistrationv4.pdf>

The potential CONTRACTOR should contact the following people for questions regarding this RFP, required submittals, or the various CITY policies and procedures that are referenced in the RFP and Attachments.

RFP in General and Technical Questions

Jeffrey S. Brill, Senior Management Analyst II; jeff.brill@lacity.org or (818) 374-9977.

Policies and Procedures

Contractor Responsibility Ordinance

Bureau of Contract Administration

Special Research & Investigation Section (213) 847-2445

Business Tax
Office of Finance, Tax and Permit Division(213) 473-5901

Child Support Obligations
Commission on Children, Youth & Families(213) 744-9047

Business Inclusion Program
Bureau of Contract Administration
Subcontractor Outreach and Enforcement Sectionbca.biphelp@lacity.org

Equal Benefits Ordinance
First Source Hiring Ordinance
Non-Discrimination, Equal Employment and Affirmative Action Statements
Service Contractor Worker Retention Ordinance and Living Wage Ordinance
Slavery Disclosure Ordinance
Bureau of Contract Administration
Equal Employment Opportunities Enforcement Section..... bca.eeoe@lacity.org

Bidder Ethics
City Ethics Commission(213) 978-1960

10.0 LIST OF APPENDICES

Appendix A Proposer Workforce Information
Appendix B Statement of Non-Collusion
Appendix C Child Support Obligations
Appendix D Service Contractor Worker Retention and Living Wage Ordinances
Appendix E Contractor Responsibility Ordinance
Appendix F Business Inclusion Program (BIP) Requirements
Appendix G Municipal Lobbying Ordinance CEC Form 50
Appendix H Bidder Campaign Contributions and Fundraising CEC Form 55
Appendix I Standard Provisions for City Contracts (Rev. 3/09)

11.0 PROPOSER CHECKLIST

11.1 General Information

_____ One (1) Original and two (2) complete copies (Section 6.1)

11.2 Required Content of Proposal

_____ Cover Letter with Appropriate Signatures (Section 4.2)
_____ Cost Breakdown (Section 4.3)
_____ Qualifications of the Proposer, including List of References (Section 4.4)
_____ Subcontractors (Section 4.5)
_____ Key Personnel (Section 4.6)
_____ Corporate or Other Entity Capability (Section 4.7)
_____ Statement Regarding Proposal Deviation from RFP (Section 4.9)
_____ Statement Regarding Additional Data (Section 4.10)
_____ Statement Regarding California Public Records Act (If Proposer Claims Any Exemption) (Section 3.5)

11.3 Required Related Documents

_____ Information on Business Location and Workforce (Section 4.8, Appendix A)
_____ Statement of Non-Collusion Form(s) (Section 4.11, Appendix B)
_____ Child Support Obligations (Section 4.13, Appendix C)
_____ Service Contractor Worker Retention and Living Wage Ordinances (Section 4.14, Appendix D)
_____ Contractor Responsibility Ordinance (Section 4.16, Appendix E)
_____ Business Inclusion Program (BIP) Schedule A (Section 4.18, Appendix F)
_____ Municipal Lobbying Ordinance (Section 4.19, Appendix G)
_____ Bidder Campaign Contributions and Fundraising (Section 4.20, Appendix H)

12.0 EXHIBITS

Exhibit A – Website Enhancement Specifications

Exhibit B – Citywide Website Development and Publication Policy

Exhibit C – Citywide Web Content Policy