PROCUREMENT

REQUEST FOR PROPOSALS

Wildfire Emergency Cost Recovery, Infrastructure Assessment, Grant Positioning and Related Assistance

Issued by the City of Los Angeles Emergency Management Department

1. INTRODUCTION

1.1 Summary

Beginning on January 7, 2025, the City of Los Angeles ("City") and the Los Angeles metropolitan area were impacted by critical fire weather, severe straight-line winds, and catastrophic wildfires ("Wind and Fire Events"). These unprecedented Wind and Fire Events have caused loss of life and widespread damage and destruction to residential structures, businesses, and public facilities and infrastructure. The Wind and Fire Events caused power outages, downed trees, rockslides, and significant debris and prompted numerous evacuation orders and road closures, resulting in impacts to the provision of City services, including, but not limited to, utility services, public safety services, and transportation services. The Wind and Fire Events have displaced thousands of families, the elderly, vulnerable people, animals, and pets;

On January 7, 2025, the Mayor of the City of Los Angeles ("Mayor") declared a state of local emergency pursuant to Los Angeles Administrative Code ("LAAC") Section 8.27 relating to the life-threatening extreme weather and wind conditions that ultimately resulted in wildfires ("January 7 Declaration of Local Emergency"). Also on January 7, 2025, the Governor of the State of California proclaimed a state of emergency in response to the extreme weather conditions and resulting wildfires. On January 8, 2025, the President of the United States ("President Biden") issued a Major Disaster Declaration in order to support ongoing emergency response efforts, and ordered that federal funding be available for such efforts. On January 10, 2025, the County Health Officer issued a Declaration of a Local Health Emergency due to the serious health impacts of the January 2025 Windstorm and Critical Fire Events in the County. On January 13, 2025, President Biden amended his Major Disaster Declaration and increased to 100 percent the amount of federal funds assistance for total eligible costs for debris removal and emergency protective measures for a specified period of time.

On January 13, 2025, the Mayor issued an Updated Declaration of Local Emergency (together with the January 7 Declaration of Local Emergency, the "Declaration of Local Emergency") pursuant to LAAC Sections 8.27 and 8.29.

The City of Los Angeles now seeks either a single contractor or multiple contractors to complete the following services which hereinafter shall be housed under and referred to as Project A and Project B:

a. Support in planning, response, and mitigation efforts to enhance resilience and secure future funding opportunities.

b. Support wildfire emergency cost recovery, infrastructure assessment, grant positioning, and related assistance

1.2 Project Funding and Budget

1.2.1 The projects that are the subject of this Request for Proposals ("RFP") have a total budget not to exceed Thirty Million Dollars **($30,000,000.00**) for Project A and Fifteen Million Dollars **($15,000,000.00**) for Project B, which shall be entirely funded through the City General Fund budget.

1.2.2 The resulting contracts for Project A and Project B will be awarded on a fixed, firm price basis. Funding for these projects is subject to City Council approval and the continuing availability of funds. The City reserves the right to change the funding source and budget for these projects.

1.2.3 Contractors that provide services herein are paid on a cost reimbursement basis. The Contractor(s) is/are expected to perform services, incur expenses, and pay for expenses each month. The Contractor(s) is/are expected to submit proof of these expenses to the City by the 30th day of the following month. The Emergency Management Department ("EMD") and Office of the Chief Administrative Officer ("CAO"), respectively, will review for allowability and compliance with City documentation requirements, and then reimburse the Contractor(s) for its expenses. Payment is issued approximately thirty (30) days later, provided that invoices are complete, accurate, and submitted on time.

For example, expenses incurred and paid July 1-31 should be reflected on an invoice and submitted with supporting documentation to EMD by August 31. If the expenditure report is complete and without errors, the Contractor can expect to be paid by September 30. Therefore, Contractor must have and maintain sufficient funds to pay for its expenses before Contractor is reimbursed by the City.

1.3 Administrative Entity

The Emergency Management Department [**Project A**] and Office of the Chief Administrative Officer [**Project B**] will serve as the administrative entities for this RFP and any resulting contracts.

1.4 Proposer Eligibility

Proposals will be accepted only from Proposers who meet ALL of the following requirements:

- Must be in good standing with the California Secretary of State if the Proposer is a corporation or Limited Liability Company;
- Must have a license to do business in the City of Los Angeles;
- Must not have been debarred and/or suspended by the Federal Government, the State of California, or the local government;
- Must not have an outstanding debt to the State of California or the City of Los Angeles that has not been repaid or for which a repayment agreement plan has not been implemented. If the Proposer has contracted with any city agency, it must not have an outstanding disallowed cost or other liability to the City;
- Must be financially solvent, possessing an ongoing ability to provide the services proposed;
- Must possess adequate staffing, including support and backup staff, with sufficient experience and technical expertise in the subject matter of the project; and
- Must possess the ability to work independently and efficiently and complete the project and all of its deliverables and objectives within the specific timeline that is to be agreed upon at the time of the contract negotiations;
- Must satisfactorily be able to complete all deliverables and requirements indicated in this RFP.

1.5 Proposer Qualifications

The selected Proposer(s) ("Contractor") for these projects will be chosen based on:

Project A: The Contractor's expertise and operational support to municipalities and/or other governmental entities and assistance in facilitating comprehensive recovery efforts, focusing on community resilience, infrastructure restoration, environmental mitigation, advising and supporting reimbursements, and all assistance available through FEMA Public Assistance Grant Categories A, B, C-G, and Z.

Project B: Assisting municipalities and/or other governmental entities in cost recovery and financial documentation, public infrastructure damage assessment, disaster-related project identification, analysis of HMGP and BRIC Grant strategy, multi-agency stakeholder engagement, digital tracking and communications systems, cost sharing, environmental and historic preservation compliance and dispute resolution and appeal avoidance support.

The Proposer(s) may apply for Project A, Project B or both Projects. Proposer(s) shall indicate specifically which Project(s) they are applying for on the cover page of their Proposal. Proposer(s) must submit a separate Proposal for each Project that they would like to apply for. Any Proposal that address both Projects simultaneously shall be rejected.

2 REQUEST FOR PROPOSALS PROCESS

2.1 Questions Regarding the RFP

Specific questions concerning this RFP should be submitted via e-mail to the Contract Administrator, Hector Hsu, at hector.hsu@lacity.org, with a copy to Barak Vaughn at barak.vaughn@lacity.org. Please identify the RFP title on the subject line of your communication and to which project you are applying for. Responses for each Project will be separately posted as a "Q&A" PDF document to the opportunity in the Files section on RAMP (rampla.org). Please check these Q&A documents and any advisories periodically as they will be updated on a rolling basis. Questions on this RFP will be accepted through **May 2, 2025, at 5:00 p.m. PST.**

The City will make every effort to respond to all submitted questions as soon as practicable. Responses to questions, or any other changes to or interpretation of the RFP, will be posted on RAMP. Any such changes or interpretations shall become a part of the RFP and may be incorporated into any contract awarded pursuant thereafter.

2.2 Pre-Proposal Conference

A Pre-Proposal Conference will be held on **April 18, 2025 at 1:00 p.m.PST** to provide information regarding RFP requirements and answer any questions from prospective Proposers regarding this RFP. Prospective Proposers may participate virtually by attending a virtual (Zoom or Google Meet) teleconference. Please check the "Opportunity Conferences" section on RAMP regularly for changes or updates to the meeting date or time at www.rampla.org.

On the day of the Conference, please access the meeting by using the following link:

Video call link: https://meet.google.com/brc-xrsr-mqx
Phone: (US) +1 347-704-2825 PIN: 276 385 054#

2.3 Proposal Submission Deadline

Timely submission of proposals is the sole responsibility of the Proposer. Proposers must submit one proposal in Adobe PDF format via email by **May 9, 2025, at 5:00 p.m. PST**.

Proposals must be emailed to the Contract Administrator: Hector Hsu (hector.hsu@lacity.org), with copy to Barak Vaughn (barak.vaughn@lacity.org).

All proposals will be electronically dated and time stamped upon receipt. Late proposals will not be accepted. Late proposals will be disqualified from review and will not be scored. It is the Proposer's responsibility to confirm with the Contract Administrator timely receipt of the Proposer's RFP Proposal.

2.4 Award of Contract

The award of a contract resulting from this RFP shall be on an as-needed basis and shall be made to the Proposer with the best combination of experience, quality of service, delivery, and price. Awards are not restricted to the lowest offer or bid. The award of a contract resulting from this RFP may be made to more than one Proposer.

The contract shall have a performance period which shall begin on **July 1, 2025** and end on **June 30, 2028**.

PLEASE NOTE: All work and deliverables contemplated in this RFP for which the Proposer wants to invoice the City and be paid for must be completed, approved, and submitted **before June 30, 2028**. If a Proposer is uncertain of whether it is able to meet this timeline, the Proposer may submit along with its proposal, an alternate schedule and timeline within the scope of this RFP.

2.5 Mandatory Business Inclusion Program (BIP) Outreach

Compliance with the City's Business Inclusion Program (BIP) is **mandatory** for all prime Proposers who plan to submit a proposal. This RFP requires performance of BIP outreach to subcontractors in the following categories who could perform a portion of the services described in Section 4 of this RFP:

- Minority Business Enterprises (MBE)
- Women Business Enterprises (WBE)
- Small Business Enterprises (SBE)
- Emerging Business Enterprises (EBE)
- Disabled Veteran Business Enterprises (DVBE)
- Other Business Enterprises (OBE)

BIP outreach must be completed on the City's Regional Alliance Marketplace Procurement (RAMP) at www.rampla.org in accordance with the minimum outreach requirements specified on the site.

The BIP outreach deadline for this RFP is **April 24, 2025 at 11:59 p.m. PST**. The BIP summary sheet documentation must be submitted on RAMP no later than by **4:30 p.m. PST on May 10, 2025**, the first calendar day following the day of the proposal deadline.

For more information about how to complete BIP Outreach, please review the Online Business Inclusion Program (BIP) Walkthrough Manual on www.rampla.org. BIP outreach assistance may be obtain through support@rampla.org, or the City Office of Procurement at CPOTeam@lacity.org. For technical questions regarding utilizing the BIP reporting functions on RAMP, please refer to or contact the resources mentioned aforehand, do NOT contact the Contract Administrator for technical concerns regarding BIP compliance.

3 PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

Proposals shall be submitted in accordance with the requirements set forth in this RFP.

3.1 Authorized Signature

Proposals must be signed by an officer who is duly authorized to sign contracts on

behalf of and bind the Proposer to the proposal. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless there is written confirmation sent to the Contract Administrator Hector Hsu (hector.hsu@lacity.org), that the submitting entity has the authority to contract with the City on behalf of the Proposer. The proposal must clearly identify the submitting entity that has the authority to contract on behalf of the Proposer.

3.2 Information Requested and Not Furnished

The information requested and the manner of submission are essential to permit prompt evaluation of all proposals. Accordingly, the City reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided. Alternatives that do not substantially meet the City's requirements cannot be considered. Proposals which are offered subject to conditions and/or limitations may be rejected as non-responsive.

3.3 Proposal Errors

Proposers are responsible for all errors or omissions incurred by the Proposer in preparing the proposal. Proposers will not be allowed to change or revise the proposal documents after the submission deadline.

However, the City reserves the right to make corrections or amendments due to errors identified in the proposal that are made by the City or the Proposer.

3.4 Waiver of Minor Administrative Irregularities

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

3.5 Interpretation and Clarifications

All recommendations or requests for clarification must be in writing and submitted to the Contract Administrator Hector Hsu (hector.hsu@lacity.org) with copy to Barak Vaughn (barak.vaughn@lacity.org) The City reserves the right to modify requirements on any RFP if it is in the best interest of the City.

3.6 Cost of RFP

The City is not responsible for any costs or expenses incurred by Proposers in connection with submitting proposals. All Proposers who respond to this RFP do so solely at their own cost or expense.

3.7 Rejection of Proposals

The City reserves the right to reject any or all proposals; to waive any minor error in proposals received; to reject any unapproved alternate proposal(s); and to reject the proposal of any Proposer who has previously failed to perform competently in any prior business relationship with the City. The rejection of any or all proposals shall not render the City liable for costs or damages.

3.8 Proposal Protest

Unsuccessful Proposers may choose to request for an Informal Debrief or an Appeal, **but in all circumstances, the election of one remedy (an Informal Debrief or Appeal) shall be an automatic waiver of the other remedy**. For example, electing

a Request for Informal Debrief will automatically waive your ability to request an Appeal thereafter.
In the instance that a Proposer would like to appeal, appeal procedures shall be provided after the evaluation and selection process. In the alternative, a Proposer may request an informal debrief with the Emergency Management Department and/or project team. Once a Proposer has been selected for a funding recommendation, and during the entirety of the contract negotiation process, non-selected Proposers shall not be entitled to request, receive, and/or examine any other proposal/submission until after negotiations have completed and the resulting contract has been fully executed. Such request is also subject to applicable provisions of this RFP.

4.0 SCOPES OF WORK

4.1 Scope of Work

The Scope of Work ("SOW") for Project A and Project B shall be as follows:

PROJECT A – EMERGENCY MANAGEMENT DEPARTMENT

Scope of Services:
The Contractor will provide expertise and operational support to facilitate comprehensive recovery efforts, focusing on community resilience, infrastructure restoration, environmental mitigation, advising and supporting reimbursements, and all assistance available through FEMA Public Assistance Grant Categories A, B, C-G, and Z.

4.1.1 Planning & Coordination:

- Develop and implement post-wildfire recovery strategies.
- Support coordinating the EOC Operations – Recovery Group,
  Recovery Support Functions, recovery task forces, and working groups as applicable, including program management, documentation, and subject matter expertise.
- Assist in public outreach and stakeholder engagement, including in-person and virtual workshops and informational sessions.

4.1.2 Operational & Response Support:

- Provide personnel to assist with emergency operations and coordination efforts in the City's Emergency Operations Center (EOC).
- Support field operations, damage assessments, and immediate recovery efforts.
- Assist in establishing recovery centers and other sites for community recovery services.

4.1.3 Mitigation & Resilience Building:

- Identify and prioritize projects for wildfire mitigation and urban interface risk reduction.
- Develop hazard mitigation plans and integrate resilience strategies into recovery efforts.
- Assess and recommend improvements to land-use policies and building codes to enhance community fire resistance.

4.1.4 Environmental & Infrastructure Recovery:

- Support debris removal operations and environmental impact assessments.
- Coordinate with agencies to restore critical infrastructure, including utilities, transportation networks, and public spaces.
- Assist with developing and implementing erosion control and watershed
- Protection measures to mitigate post-fire flooding and landslides.
- Develop and provide traffic management expertise as it pertains to traffic safety, debris removal, construction, and adverse weather during all phases of recovery. Include the capability of modeling traffic flow based on various scenarios of debris removal and rebuilding.

4.1.5 Community Engagement Considerations:

- Develop competent recovery strategies that address the needs of all populations of the impacted communities.
- Facilitate community-driven recovery initiatives and long-term resilience planning.
- Ensure recovery efforts comply with local, state, and federal environmental regulations.

4.1.6 Deliverables:

- Develop a post-wildfire recovery framework using, but not limited to, the FEMA National Disaster Recovery Framework, the Los Angeles City Recovery Annex, the Los Angeles Administrative Code, and the Robert T. Stafford Act as applicable to the City of Los Angeles.
- Using GIS subject matter experts, develop, publish, and maintain dashboards, story maps, and other interactive tools that provide situational awareness of the status of recovery that are public facing and internal.
- As part of the post-wildfire recovery framework, develop a City of LA long term recovery plan to guide and inform the LA County regional recovery plan.
- Reports on risk reduction opportunities and mitigation project proposals.
- In coordination with Project B of this SOW, leverage the Los Angeles Hazard Mitigation Plan as applicable to California Assembly Bill 2140 (AB2140).
- Develop a guidebook, including standard operating procedures for interagency recovery operations, to include rapid/hasty implementation of the Recovery Support Functions for any Presidential and/or State declared emergency.
- Develop outreach materials that outline the recovery process for the public, including info-graphics, social media material, and talking points.
- Support community engagement by attending community meetings, taking notes of common issues, and facilitating other forms of outreach with emergent recovery groups, and other community organizations.

PROJECT B – OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

4.2 Cost Recovery and Financial Documentation

- Develop a strategy for the City's Public Assistance program aligned with federal and state programs and leveraging Contractor's expertise in grants and legislation.
- Advise on leveraging and communicating cost-share resources and identify additional funding opportunities to complement the City's ongoing emergency response and recovery efforts.
- Assist the City with maximizing reimbursements under FEMA Public Assistance Grant Program Categories A-G, Z and other categories as appropriate, through project worksheet development, cost tracking, and damage documentation.
- Identify emergency response and recovery opportunities to extend reimbursement periods and include traditionally non-eligible items into funding scope.

4.2.1. Public Infrastructure Damage Assessment and Recovery

- Assist City with preparation for and attendance at Exploratory Calls and Emergency Response and Recovery Scoping Meetings (RSMs) conducted by the FEMA Program Delivery Manager (PDMG).
- Assist in scoping meetings to assess the full scope of emergency response and recovery work, providing an understanding of FEMA scope requirements. Assist City Departments/Bureaus with additional RSMs that may be conducted for those entities.
- Assess and evaluate damaged infrastructure (facility condition assessments), including roads, utilities, public buildings and other infrastructure.
- Provide technical specialists and site inspectors to develop emergency response and recovery inventories with cost estimates and funding recommendations.
- Support emergency and recovery work including, but not limited to, tracking emergency response and recovery costs and maintaining documentation for reimbursement. For example, provide an optimization assessment of which 180 days of the 270-day period should be requested for 100% federal share.
- Provide technical and engineering support and reports for prioritizing infrastructure projects to enhance resilience; and justify/satisfy conditions for reimbursement.

4.2.3. City Agency Stakeholder Engagement

- Conduct disaster-related program presentations for key City officials as-needed.

4.2.4. Environmental and Historic Preservation Compliance

- Support compliance with environmental and historic preservation laws for FEMA-funded projects.

4.2.5. Additional Support as Requested by the City

- Monitor changes to the Stafford Act and FEMA policies, procedures, and regulations.
- Assess additional work that may become FEMA-eligible and monitor changes to relevant regulations.
- Support for supplemental or additional disaster declarations.
- Amendments and additional declarations, support as new recovery needs arise.
- Other disaster support services.

5. TIMELINE AND MILESTONES

All project phases and deliverables must be completed, approved, and submitted before the end of term as shown in the table below. The final timeline and schedule will be set and agreed upon by the selected contractor and the Mayor's Office during project planning.

Funding Source	Project	End of Term
General Funds	**PROJECT A- EMERGENECY MANAGEMENT DEPARTMENT** **PROJECT B – OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER**	**June 30, 2028**

6. PROPOSAL CONTENTS

Responses to this RFP shall include in Arial 12-point font and 1-inch margins:

Cover Letter: The cover letter must include the name, title, address, telephone number, and email address of the person or persons authorized to represent the Proposer entity as well as the name of the Proposer entity. The cover letter shall not exceed one page. The cover letter shall clearly indicate which specific Project the Proposer is applying for.

Table of Contents: A clear identification of the proposal content that is indicated by section and page number.

Project Introduction: A brief one page summary of the Proposer's understanding of the project, its goals and objectives, the Scope of Work, tasks, and deliverables and how the Proposer will complete the project.

Statement of Work: A detailed statement of work no greater than thirty (30) pages, including graphs, tables, figures, and pictures (if applicable).

The Statement of Work must include the following. Label each response as such:

- **Approach:** Description of the approach to completing the project, including an outline of tasks to be performed and products to be produced;
- **Experience with Similar Projects:** Discuss similar projects successfully conducted;

- **Milestones and Deliverables:** Discuss how the project will be completed as related to a timeline and schedule of deliverables. Each phase of the project must be described with an emphasis on providing the required deliverables within the proposed schedule and budget;
- **Project Team Qualifications:** Description of the Proposer's project team, its expertise, and how the team will work together to meet the objectives of the project. Provide specific information on previous work completed by team members in the City or County of Los Angeles;
- **Project Schedule:** Discuss how the project schedule will be laid out.;
- **Project Management:** Describe the approach for managing the project schedule, budget, and each milestone/deliverable. Address status meeting frequency, reports, and a change order process, if applicable;
- **Project Completion:** Discuss how the project will be completed on time and within budget;
- **Conclusion:** Provide any additional thoughts, concerns, or suggestions.

Project Staff and Resumes: Provide a list of team members who will work on the project. Describe the professional qualifications of all of the team members and provide a brief description of relevant work. Provide contact information and a narrative discussion of the division of labor throughout completion of the project. Provide a resume for all team members. Include how staff changes and vacancies created over the life of the project will be handled by the Contractor. State how the Contractor will ensure City approval of replacement staff before any changes are made to the project team. Include an organizational chart of your company if possible.

Work Sample: Share examples that demonstrate the quality of past work, including those of subcontractor(s), completed within the last five years that demonstrates experience with projects similar to the scope to the work described in this RFP's Section 4.

Cost: Complete the Budget Detail Worksheet and the Budget Narrative.

References: Provide a minimum of three letters of recommendation on letterhead from partners (can include government agencies, contractors, grantors, etc.) that your agency has worked with in the past three years. Include name of reference, contact name, period of time, and overall work performed. The City may contact any reference for verification as part of the evaluation process.

PDF: All proposals shall be submitted in one PDF file that is emailed to the Contract Administrator Hector Hsu (hector.hsu@lacity.org), with a copy to Barak Vaughn (barak.vaughn@lacity.org).

The City's evaluation of proposals submitted in response to this RFP will include the following criteria:

a. Vendor Qualifications and Capabilities / Capacity to Perform Evaluation
85 Points

b. Financial Proposal/Cost
5 Points

c. Compliance with RFP
10 Points

7. Budget Approval

7.1 Before the start of each fiscal year, each Contractor shall submit a proposed budget to the Mayor's Office in the form of a Budget Detail Worksheet (Exhibit R). Contractor shall include a Budget Narrative describing each budget item and how it relates to the appropriate project activity (i.e., coordination or service delivery). The Budget Narrative must closely follow the content of the Budget Detail Worksheet and provide justification for all proposed costs.

7.2 The Budget Narrative must explain how salaries and benefits are calculated, how travel costs (if any) are estimated, justification for equipment and/or supplies, and justification for overhead costs. The Budget Narrative shall provide justification for the specific items listed in the Budget Detail Worksheet, particularly supplies, travel, and equipment.

7.3 The Budget Narrative shall substantiate how Contractor's proposed budget ensures sufficient dedication of resources. Proposed expenses must be reasonable and necessary to the delivery of services. Proposed expenses must be allowable by the City. The selected Contractor must prioritize the allocation of funds towards program services and staff that directly assist victims. The City has final discretion to determine whether costs are allowable.

7.4 Contractor shall obtain approval of its proposed budget from the Mayor's Office before the start of the fiscal year, which begins on July 1 of each year.

8. GENERAL INFORMATION

8.1 Property of City/Proprietary Material
All proposals submitted in response to this RFP shall become the property of the City of Los Angeles and subject to the State of California Public Records Act. In the event that the City receives a request for your proposal, you will be asked to identify all proprietary or confidential information that you believe are exempt from the California Public Records Act (California Government Code Section

6250 et seq.). In the event that a Proposer claims such an exemption, the Proposer will be asked to sign the following statement:

"The Proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and 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."

8.2 Contract Negotiations

8.2.1 Prior to the award of a contract, the Contractor may be required to attend negotiation meetings that will be scheduled at a later date. The intent of the meeting(s) will be to discuss and negotiate contract requirements, deliverables, prices, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, and anything else to ensure successful administration of the contract.

8.2.2 As part of the negotiation process, the City reserves the right to:

- Fund all or portions of the Contractor's proposal and/or require that one Contractor collaborate with another for the provision of specific services, either prior to execution of an agreement or at any point during the life of the agreement;
- Require that a funded Contractor utilize a facility designated by the City for purposes of implementing its project;
- Request changes or disallow proposed expenditures included in a Contractor's cost proposal;
- Elect to contract directly with one or more identified collaborators; and
- Require all collaborators identified in the proposal to become co-signatories to any contract with the City.

8.3 Execution of Contract

A timely response to this RFP is an offer to contract with the City on an as-needed basis based upon the terms, conditions, service level agreement, and specifications contained in the RFP. A contract will be negotiated and prepared promptly after the City makes an award to the Contractor.

8.4 Prime Contractor

The Contractor must be the primary contractor/consultant performing the essential functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, a listing of subcontractors, and the percentage and dollar amount of total contract to be subcontracted. The City reserves the right to reject any proposal wherein use of subcontractors significantly affects the ability of the Contractor to function as the primary contractor on the awarded contract. The Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them.

8.5 Subcontractor/Joint Ventures

Acceptance or rejection of a Contractor's request to use subcontractors is at the sole discretion of the City. With approval of the City, the Contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of the resulting contract.

The provisions of the resulting contract shall apply to all subcontractors in the same manner as to the Contractor. In particular, the City will not pay, whether directly or indirectly, the fees and expenses of subcontractors that do not conform to the limitations and documentation requirements of the resulting contract. Upon written request from the City, the Contractor shall supply the City with all subcontractor agreements.

8.6 General City Reservations

8.6.1 The City reserves the right to extend the proposal submission deadline should this be in the interest of the City. Proposers have the right to revise their proposals in the event that the deadline is extended.

8.6.2 The City reserves the right to withdraw this RFP at any time without prior notice. The City makes no representation that any contract will be awarded to any Proposer responding to this RFP. The City reserves the right to reject any or all submissions.

8.6.3 If an inadequate number of proposals is received or the proposals received are deemed non-responsive, not qualified, or not cost effective, the City may at its sole discretion reissue the RFP or execute a sole-source contract with a vendor.

8.6.4 The City shall evaluate and rate submitted proposals. Proposers may not make any changes or additions after the deadline for receipt of proposals. The City reserves the right to request additional information or documentation, as it deems necessary.

8.6.5 The City reserves the right to verify all information in the proposal. If the information cannot be verified or if errors are not willful, the City reserves the right to reduce the rating points awarded.

8.6.6 The City reserves the right to require a pre-award interview and/or site inspection.

8.6.7 The City reserves the right to waive minor defects in the proposal in accordance with the City Charter.

8.6.8 If the selection of the Proposer is based in part on the qualifications of specific key individuals named in the proposal, the City must approve in advance any changes in the key individuals or the percentage of time they spend on the project. The City reserves the right to have the Contractor replace any project personnel.

9 SPECIFIC TERMS AND CONDITIONS

9.1 Statutory Requirements

The City of Los Angeles Standard Provisions for City Contracts (rev. 01/25, v.2), attached herein as Exhibit Q, are hereby incorporated into this RFP. Please review this information carefully. Compliance with the provisions and submission of necessary forms is mandatory prior to award of contract.

9.2 Contractor Evaluation Ordinance

When the term of the contract pursuant to this RFP has concluded, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the City of Los Angeles Administrative Code (LAAC), evaluations will be based on several 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 contract. Contractor shall be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City shall use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other service contracts.

9.3 Nondiscrimination, Equal Employment Practices and Affirmative Action Program

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of LAAC Section 10.8.2., Non-discrimination Clause.

Non-construction services to or for the City for which the consideration is $1,000.00 or more shall comply with the provisions of LAAC Sections 10.8.3., Equal Employment Practices Provisions.

Non-construction services to or for the City for which the consideration is $100,000.00 or more shall comply with the provisions of LAAC Sections 10.8.4., Affirmative Action Program Provisions.

As a condition to the award of a contract under this RFP, the Contractor shall assure that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.

The Contractor shall also comply with all regulations implementing the laws listed above and all requirements of the grantor funding this project. This assurance applies to the Contractor's operation of the program or activity. The Contractor

understands that the United States and the City of Los Angeles have the right to seek judicial enforcement of this assurance.

9.4 Certifications, Statements and Affidavits

Prior to contract execution, the Contractor shall submit copies of the below-listed documents to the City. Please carefully review all attached exhibits and additional information published by the Bureau of Contract Administration, available at: https://bca.lacity.org/contracting. Compliance with these requirements and submission of necessary forms is mandatory prior to award of contract. Documents with an asterisk (*) must be completed and submitted at the time of proposal submission:

- Certificate of Insurance (uploaded to KwikComply at kwikcomply.org) and Insurance Requirements (Exhibit A)
- Contractor Business Locations and Workforce Information (Exhibit B)*
- Non-Collusion Affidavit (Exhibit C)*
- Contractor Responsibility Ordinance Questionnaire (Exhibit D)*
- Pledge of Compliance with Contractor Responsibility Ordinance (Exhibit E)*
- Equal Benefits Ordinance and First Source Hiring Ordinance (Exhibit F)*
- Slavery and Border Wall Disclosure Ordinance Affidavit (available on www.rampla.org)*.
- Certification and Disclosure Regarding Lobbying (Exhibit G)*
- Certification Regarding Debarment, Ineligibility, Suspension (Exhibit H)*
- Certification Regarding Drug-Free Workplace Act (Exhibit I).
- Bidder Certification City Ethics Commission Forms 50 and 55 (Exhibit J)*
- Living Wage Ordinance Forms (Exhibit K)
- Slavery and Border Wall Contracting (Exhibit L)*
- Compliance with Child Support Obligations (Exhibit M)*
- City of LA Contract History (Exhibit N)*
- Iran Contracting Act of 2010 (Exhibit O)
- Compliance with ADA (Exhibit P)
- Standard Provisions for City Contracts (rev. 01/25, v.2) (Exhibit Q)
- Budget Template (Exhibit R)*

9.5 Americans with Disabilities Act

Any contract awarded pursuant to this RFP shall be subject to the following:

The Contractor hereby certifies that it shall comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and it's implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to the resulting contract of this RFP, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

9.6 Child Support Assignment Orders

Any contract awarded pursuant to this RFP shall be subject to the following:

The contract is subject to Section 10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, Contractor certifies that it shall: (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of the Contractor is/are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 et seq.; and (4) maintain such compliance throughout the term of this contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of the Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of the Contractor to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor under the terms of this contract, subjecting this contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor by the City. Any subcontract entered into by the Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Contractor to obtain compliance of its subcontractors shall constitute a default by the Contractor under the terms of this contract, subjecting this contract to termination where such failure continues for more than ninety (90) days after the City provides notice of such failure to the Contractor.

Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

10 EVALUATION CRITERIA

10.1 All proposals shall be initially reviewed to determine if they are responsive to all of the City's statutory requirements. Those proposals deemed non-responsive shall be eliminated from consideration. Those proposals deemed responsive shall be evaluated by a committee selected by the City.

10.2 Semi-Finalist Presentations: Following the evaluation of the written proposals, the Selection Committee may invite the proposers receiving the highest scores to give an oral presentation (power point and other demonstration tools are acceptable) related to their proposal. The presentation shall last not more than thirty (30) minutes and shall address the following topics:

1. Knowledge and understanding of the project (up to 40 points)
2. Proposer's methodology (up to 10 points)

10.3 The Selection Committee may ask for clarification or explanation of the written proposal or oral presentation. The Selection Committee shall award points for each element of the presentation, up to a total fifty (50) points for the oral presentation. Points from the presentation shall be combined with the points assigned for the written proposal. The Selection Committee shall recommend the highest scoring proposer for funding

10.4 The City at its option may reject any and all proposals submitted in response to this RFP, or waive any administrative irregularities or informalities in a proposal when to do so would be to the advantage of the City.

10.5 Evaluation Factors

Proposals shall be evaluated on each of the topic areas listed in Section 4. Evaluation shall be based on the following factors and points available for each factor:

Written Proposal Evaluation Factors	
Vendor Qualifications and Capabilities / Capacity to Perform Evaluation	**85**
Financial Proposal/Costs	**5**
Compliance with RFP	**10**
Interview	**50**
Total	**150 points**

Proposals are due via email to hector.hsu@lacity.org, with a copy to barak.vaughn@lacity.org no later than 5:00 p.m. PST on May 9, 2025.