

# City of Los Angeles



**Request for Proposals (RFP) for**

**PRODUCTION AND DISTRIBUTION OF  
VOTER INFORMATION PAMPHLETS (VIP)**

**RFP No. 222109**

**Issued by:  
Office of the City Clerk  
Election Division**

**Date Issued: Thursday, May 1, 2025  
Proposal Deadline: Thursday, August 7, 2025, by 5:00 p.m. PST**

# PRODUCTION AND DISTRIBUTION OF VOTER INFORMATION PAMPHLETS (VIP) RFP OVERVIEW

<b>DATE ISSUED:</b>	Thursday, May 1, 2025
<b>TERM</b>	2 years with an option to renew for 1 year
<b>RFP NUMBER:</b>	222109
<b>ESTIMATED BUDGET</b>	\$14,000,000
<b>DESCRIPTION/ SCOPE OF WORK SUMMARY:</b>	The City of Los Angeles, Office of the City Clerk, is seeking proposals for translating, printing, binding, typesetting and mailing services for approximately 2.4 million Voter Information Pamphlets (VIP) for the City of Los Angeles Municipal Elections.
<b>MANDATORY PRE- PROPOSAL MEETING:</b>	Thursday, May 29, 2025, at 10:00 a.m. PST* Office of the City Clerk – Election Division 555 Ramirez Street, Space 300 Los Angeles, CA 90012
<b>BIP OUTREACH DEADLINE:</b>	Business Inclusion Program (BIP) Outreach must be completed by Wednesday, July 23, 2025
<b>PROPOSAL DEADLINE:</b>	<b>Thursday, August 7, 2025, by 5:00 p.m. PST*</b>
<b>PROPOSAL SUBMISSION METHOD:</b>	Regional Alliance Marketplace for Procurement (RAMP) <a href="https://www.rampla.org/s/">https://www.rampla.org/s/</a>
<b>QUESTIONS:</b>	<b>Deadline for Questions prior to Mandatory Vendors Meeting: Wednesday, May 21, 2025, by 5:00 p.m. PST*</b>  Questions regarding this RFP <b>must be submitted by email</b> to <a href="mailto:Clerk.Election@lacity.org">Clerk.Election@lacity.org</a> Attn: Christopher Garcia.  All questions and answers will be made available to all Vendors on the RAMP website at: <a href="https://www.rampla.org/s/">https://www.rampla.org/s/</a> . No individual answers will be given.

**\*THE CITY RESERVES THE RIGHT TO ADJUST THESE DATES.**

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# 1.0 The Opportunity

## 1.1 Introduction/Background

The City of Los Angeles, Office of the City Clerk - Election Division is requesting proposals from vendors provide printing, binding, typesetting, and mailing services for **2.4 million Voter Information Pamphlets (VIP)** for the City of Los Angeles Primary Nominating, General Municipal, and Special Elections, and may also print and mail approximately 1.5 million election-related mailers for Neighborhood Council Elections. The Vendor will also be required to translate and print the pamphlets and other election-related materials from English to Armenian, Chinese, Farsi, Hindi, Japanese, Khmer, Korean, Russian, Spanish, Thai, Tagalog, and Vietnamese. (NOTE: additional languages may be required in the future.)

The County of Los Angeles/Registrar-Recorder will conduct the City's next Primary Election in June 2026 (and every 4 years thereafter, during non-presidential elections), and then March 2028 (and every 4 years, thereafter, during presidential elections). General Elections will be held in November of every even-numbered year.

## 1.2 Minimum Qualifications

A minimum of two (2) years of experience is required to qualify for performing the services specified under the General Specifications section of this document. Proposals will be accepted from Vendors whose businesses are registered with and are in good standing with the California Secretary of State and have not been determined to be non-responsible or been debarred by the City of Los Angeles, the federal government, State of California, or any local government. Vendors should not have any outstanding debt or for which a repayment agreement plan has not been implemented, if the Vendor has previously contracted with the State of California or the City of Los Angeles.

Vendors will be required to provide a minimum of three (3) non-Vendor owned customer references by completing and submitting the information found in [Attachment 1](#). Materials and/or services provided to these customers over the last five (5) years must be of comparable size to the City's requirements within this proposal.

Proposals will not be considered from Vendors who are unable to provide qualified references for jobs of this magnitude. The City may, at its option, contact other known Vendor's customers for references.

The Vendor must have an extensive background and experience in translating English to Armenian, Chinese, Farsi, Hindi, Japanese, Khmer, Korean, Russian, Spanish, Thai, Tagalog, and Vietnamese (NOTE: additional languages may be required in the future).

**The Vendor must provide a list of translators (for all languages) with current certification and at least three (3) references.** Submit a completed translator reference sheet for each language that is provided in [Attachment 2](#). Translators provided by the Vendor must meet one of the following qualifications per CA Elections Code Section 14111:

- a) A certified and registered interpreter on the Judicial Council Master List.
- b) An interpreter categorized as "certified" or "professionally qualified" by the Administrative Office of the United States Courts.
- c) From an institution accredited by a regional or national accrediting agency recognized by

- the United States Secretary of Education.
- d) A current voting member in good standing of the American Translators Association.
  - e) A current member in good standing of the American Association of Language Specialists.

The list of required translators/interpreters may be found at the following websites:

- Judicial Council Master List  
<https://languageaccess.courts.ca.gov/court-interpreters-resources/search-interpreter>
- Administrative Office of the United States Courts  
<https://www.uscourts.gov/services-forms/federal-court-interpreters>  
*Please note that for the United States Court, the interpreters are listed under three (3) different categories in the State of California's website listed above.*
- United States Secretary of Education  
<https://www.ed.gov/accreditation>  
*The translators/interpreters are listed according to a directory of schools. For the prospective translators/interpreters to meet the translation requirement, they must have attended an accredited school listed in the Ed.gov website school directory.*
- American Translators Association  
<https://www.atanet.org/directory/>
- The American Association of Language Specialists  
<https://www.taals.net/en/member-directory/>

## 2.0 Scope of Work

### 2.1 General Specifications

The Vendor will be responsible for printing, binding, typesetting, and mailing approximately **2.4 million** Voter Information Pamphlets (VIP) for the City of Los Angeles Primary Nominating, General Municipal, and Special Elections, and may print and mail election-related mailers for Neighborhood Council Elections. The Vendor will also be required to translate pamphlets and other election-related materials from English to Armenian, Chinese, Farsi, Hindi, Japanese, Khmer, Korean, Russian, Spanish, Thai, Tagalog, and Vietnamese (NOTE: additional languages may be required in the future). Translated materials may be broken down and submitted to the Vendor in separate units with corresponding due dates.

The City shall have access to the Vendor's establishment at any time while the work is being performed. If the Vendor's establishment is not easily accessible to the City, the Vendor must include an explanation as to how City staff will be able to perform the review and approval of necessary documents. The City may perform random audits during the assembly and labeling processes. The random audits may include on-site inspection of completed VIP pamphlets in all languages, as an effort to ensure quality control. The Vendor must make changes at any time upon request of the City.

In addition to any hard copy document production requirements, the Vendor shall provide electronic copies of all hard copy document work products prepared for the City under the terms of this contract. Hard copy work product includes transcriptions, letters, memos, flyers, studies,

reports and any other information that the Vendor is required to provide the City on paper under the terms of this contract.

Sample layouts of the VIP or other election-related materials may be obtained upon written request via email.

### **2.1.1 Deviation from Specifications**

Specifications in the RFP may consist of design and/or performance. If provisions of the specifications restrict Vendors from submitting proposals, Vendors may request in writing via email that the specifications be modified. Such requests must be received by the Contract Administrators five (5) business days before the proposal closing date and time. All Vendors will be notified by Addendum of any approved changes in the specifications. Failure to submit or disclose deviations from the RFP specifications will make your proposal non-responsive.

## **2.2 Printing and Binding**

Pamphlet pages are to be printed on 27-30 lb. recycled newsprint or offset paper stock. Any deviation will require City's approval prior to printing. Each individual pamphlet must be cut to exact size and be of the same weight of paper. Pamphlets are to be saddle stitched two times, not more than two (2) inches from each end.

The Vendor shall use 9 pt. return card for the outside front and back covers.

Page size will be 5-1/4" x 8-3/8" unless otherwise specified. Head trim must be consistent from page to page. Printed text must not exceed 4-1/2" x 7-1/2" and must be centered on the page. Top and bottom margins must not exceed 3/4" and margins on the left and right side must not exceed one-half inch. Other specifications for pagination will be provided to the Vendor with final reviewed page proofs.

The covers shall be printed in black, blue and red ink with additional colors at the City's discretion. The Vendor will be responsible for the accurate printing and assembly of VIPs.

## **2.3 Translations and Word Count**

Vendor must refer to the guideline for translation word counts outlined in [Attachment 3](#).

## **2.4 Typesetting**

The Vendor will be required to typeset the cover and the body of the VIP pursuant to the City of Los Angeles Election Code, Chapter IV: Official Sample Ballot and Voter Information Pamphlets. Font style will be plain and boldface and may include underline and strikeout formatting. Font size shall be no less than 6-point type size.

The information to be typeset for the pamphlets may consist of ballot measure titles, summaries, impartial analysis, arguments and rebuttal arguments for and against measures, as well as related material (referred to as "enclosures," e.g. table of contents, etc.). As these items become available, the City will furnish a copy to the Vendor in either hard copy or electronic mail between the following dates, during these elections:

**Primary Nominating Election**

**February to May**

Non-Presidential Elections (e.g. June 2026, June 2030, etc.): Held on the first Tuesday after the first Monday in June of every even-numbered year.

**Primary Nominating Election**

**November to February**

Presidential Elections (e.g. March 2028, March 2032, etc.): Held on the first Tuesday after the first Monday in March of every even-numbered year.

**General Municipal Election**

**July to October**

General Elections: Held on the first Tuesday after the first Monday in November of every even-numbered year.

**Special Election**

**At least six weeks prior to the election**

Held when ordered by City Council.

**Neighborhood Council Election**

**October to June (odd numbered year)**

The Vendor is required to provide a final typeset version of the VIP in electronic format via electronic mail in PDF format. PDF versions need to include all languages and may require a watermark.

Any typeset and printing plate for each election must remain intact until Election Day as backup for additional pamphlets if necessary.

## **2.5 Labeling, Mailing, and Delivery**

The Vendor will print a label sample for the City's approval prior to labeling pamphlets. City may perform random audits of the labeling process. The Vendor will be required to provide additional personnel to oversee the accuracy of labeling services at **no additional cost to the City**. Postal route changes will be indicated in the listings. Any special handling of mailing lists caused by small postal route lots must be taken into consideration in any cost estimate. In addition, a few thousand labels may not qualify for postal route sorting.

The Vendor must comply with USPS mailing regulations. The Vendor will include postal route (pre-sorted) bar coding. The Vendor will print the **approved** mailing layout of voter information that includes name, address and related information directly on the pamphlet using inkjet labeling, unless otherwise requested and approved by the City.

The Vendor will prepare pamphlets for Bulk Rate Non-Profit mailing, presorted to postal route level, and delivered to the Destination Delivery Unit (DDU) or Sectional Center Facility (SCF). If the facilities are not operational, they will be delivered to a location determined by the City.

All remaining pamphlets, which are not mailed bulk rate, such as the overseas and other pieces, will be inserted into envelopes supplied by the Vendor and mailed.

A count of the number of pamphlets mailed must be provided to the City. The Vendor must meet all requirements to achieve maximum postage discounts.

## **2.6 Deliverables**

The Vendor must proofread and approve all materials before submitting to the City. The Vendor will provide the City with a hard copy and electronic mail of the page proofs within 36 hours of

receiving copy. The Vendor must proofread work and approve all page proofs before submitting to the City for review. The City will return reviewed page proofs to the Vendor with corrections as soon as possible. (Please note, text will be provided to the Vendor in portions and the due dates may be staggered.)

**The Vendor will submit a complete pamphlet blueline proof to the City for approval within 36 hours of receipt of the reviewed page proofs.** Before plates are made, the City must approve the blueline proof of each pamphlet.

It is the responsibility of the Vendor to confirm that final printed pamphlets agree, without exception, with the complete pamphlet blueline proof approved by the City. The Vendor will also be required to provide a hard copy and an electronic copy sent via email of the VIP pages.

All surplus pamphlets after the final mailing are to be destroyed by the Vendor. A Certificate of Destruction will be requested from the Vendor to be signed, completed, and returned to the Office of the City Clerk – Election Division fourteen (14) days after Election Day.

**The Certificate of Destruction must contain the following information:**

1. The name of the City Department and the address
2. Service Date of Destruction
3. Description of the Document and Materials and the quantity of items
4. Name of the Shredding Operator/Officer
5. Location of the shredding operation
6. Signature of authorized officers

The Vendor will provide courier service to deliver and pick up materials during the proofing process, if necessary.

## **2.7 Project Cost**

Vendor is required to indicate the costs associated with printing, binding, and other related costs by completing and submitting the requested information found in Attachments [4](#), [4.1](#) and [4.2](#). The quantities stated are only estimates of the City's requirements. The Vendor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the contract period at the unit price(s) and service levels negotiated.

## **2.8 Performance/Quality Control**

The City has the right to refuse acceptance of any item that does not meet the specifications. The Vendor will be responsible for ensuring the accuracy of printing, binding, translating, typesetting of the original manuscript, and mailing of the VIP and will be required to compensate the City for any extra printing expenses incurred as a result of any printing, binding, translating and typesetting errors.

The Vendor will accept all liability and responsibility for all errors (discrepancies between original manuscript and proofs) made by the Vendor including pamphlet assembly, whether or not the City has corrected them, at the cost equal to that charged to the City for similar errors. The City will accept responsibility for changes to the original manuscript made after the complete pamphlet blueline proof has been typeset and will accept the charges as specified on the price chart.

Any item containing errors, omissions, printing or distribution that does not meet the standards necessary for a clearly legible pamphlet, or is otherwise defective, shall be reprinted by the Vendor upon order of the City. **All reprinting costs and associated costs will be at the Vendor's expense.**

## **2.9 Service Level Agreement**

Deadline dates are required due to inflexible deadlines of elections. When necessary, the Vendor will be required to work 24 hours per day, including weekends and holidays, **at no additional cost** to ensure that printing and mailing deadlines are met. If the City requests a change to the mutually agreed upon schedule, additional cost information shall be provided by the Vendor at the time of the City's request.

The City will provide the Vendor with a calendar indicating the due dates of the printing and mailing of the pamphlets.

### **2.9.1 Liquidated Damages**

Timely delivery of the VIP is essential. **If the Vendor is not able to deliver finished pamphlets to the City within the specified deadlines, the City reserves the right to assess a penalty of \$5,000 for each 24-hour delay.** The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the Vendor.

### **2.9.2 Force Majeure**

The Vendor shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the contract execution, and that are entirely beyond the control and without the fault or negligence of the Vendor, including, but not limited to, acts of God, terrorism, pandemics, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other Vendors, strikes and labor disputes not brought on by any act or omission of the Vendor, fire, flood, earthquake, national disaster or freight embargoes.

## **3.0 Terms of Contract and Payment Conditions**

### **3.1 Terms**

The term of this Contract shall be for a period of three (3) years from the effective date of the execution of the contract. However, the City reserves the right not to award a contract.

The City reserves the right and option to renew the contract for one (1) additional one-year period. If an option to renew is exercised, this option will only be exercised during the current contractual period. Retroactive options will not be considered or exercised. Options will begin at the date of expiration of the current contractual period.

### **3.2 Payment Terms/Payment Schedules/Invoicing Instructions**

The City's payment terms are payment within thirty (30) days. Payment may be sooner where cash discounts are offered for early payment. In no event will payment be made prior to the City's verifying and approving: 1) the services were received; 2) the work was approved; and 3) a proper invoice has been submitted.

### **3.2.1 Completed Invoices**

All invoices shall be submitted on the Vendor's letterhead, contain the Vendor's official logo, or other unique and identifying information such as the name and address of the Vendor. Invoices are considered complete when appropriate documentation or services are signed off as satisfactory by the City.

The Vendor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

1. Name and address of the City department to be billed;
2. Vendor's name and address as listed in the contract;
3. Contract number assigned by the City;
4. Invoice Number;
5. Date of invoice and period covered;
6. Delivery date;
7. Description of completed task, order quantity, unit price, total price, etc., as listed on the contract, including if applicable:
  - a. Name of personnel working on task
  - b. Hours spent on task
  - c. Rate per hour
8. Certification by a duly authorized officer;
9. Discount and terms (if applicable);
10. Remittance address (if different from vendor's address).

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Vendor. The City will not compensate the Vendor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation to substantiate costs at any time.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262 (a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

### **3.2.2 Billing Address**

The City is not liable for delays in payment caused by failure of the Vendor to send invoice to the address specified below:

**Office of the City Clerk – Election Division  
Attn: Administrative Section  
555 Ramirez Street, Space 300  
Los Angeles, CA 90012**

### **3.3 Annual Price Adjustment for Long Term Contracts**

Unit Prices for each line shall be fixed for three (3) years from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the City and the Vendor. Price increases will not exceed an acceptable amount for any anniversary price adjustment or contract renewal.

The City reserves the right to terminate the contract without further obligation by either party in the event price increases are not acceptable. Requests for price increases shall be in writing and accompanied by manufacturer's price lists or other manufacturer's documentation acceptable to the City. The request shall state the percentage increase and the revised price for each affected contract item.

No price increases will be granted without prior approval of the City.

### **3.4 California State Sales Tax**

The Vendor must itemize and include relevant California State sales tax in prices if appropriate in the pricing.

### **3.5 California State Board of Equalization Permit**

Vendor shall enter the company's State of California Board of Equalization permit number on the proposal form. If the company does not have this permit, the Vendor shall sign the proposal form declaring that the company has no California sales tax permit.

### **3.6 Federal Excise Taxes**

The City is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal excise exemption certificates will be furnished by the Department of General Services upon request.

### **3.7 Discounts Language**

On October 25, 2000, the Council approved language for use in RFPs and ensuing contracts to secure Vendor discounts. The Council specifically instructed all City departments to include the discount language in future Requests for Proposals and contracts. The City Attorney has prepared standard language for inclusion in PSC-24 of the Standard Provisions for City Contracts (Rev. 1/25 [v.1]):

"Throughout the term of this Contract, **Vendor** shall offer **CITY** the best terms, prices, and discounts that are offered to any of **Vendor's** customers for similar goods and services provided under this Contract."

## **4.0 Proposal Content and Submission**

It is the City's intent to award a contract, in a form approved by the City Attorney, to the selected Vendor. This RFP and the proposal submitted, or any part thereof, may be incorporated into and made a part of the contract. Proposals accepted by the City in writing constitute a legally binding contract offer. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional materials.

**Vendors are required to submit one proposal via RAMP** at <https://www.rampla.org/s/> that bears the **wet signature** of the duly authorized officer eligible to sign contract documents and authorized to bind the Vendor to all provisions of the proposal, the RFP, any subsequent changes, and to the contract if an award is made. Vendor must enter the proposal number, title, and Vendor's name in the cover letter.

The City will consider prospective recommendations or suggestions regarding any requirements before the pre-proposal meeting. All further recommendations or suggestions must be emailed to

the Contract Administrators at [Clerk.Election@lacity.org](mailto:Clerk.Election@lacity.org) Attn. Christopher Garcia. The City reserves the right to change or amend any and all requirements on any RFP if it is in the best interest of the City.

Any changes or interpretations will become a part of this RFP and may be incorporated into any contract awarded pursuant thereto. These changes or interpretations will be published on the website at the Regional Alliance Marketplace for Procurement (RAMP) at <https://www.rampla.org/s/>.

#### 4.1 Proposal Format

Proposals shall be based only on the material contained in the RFP, pre-proposal meeting, amendments, addenda, and other material published by the City relating to the RFP. The Vendor shall disregard any previous draft material and oral representations that may have been obtained by the Vendor. Proposals shall be submitted in accordance with the requirements set in this RFP. Failure to adhere to format and order may be considered non-responsive and, therefore, be cause for rejection of the proposal.

By submitting a proposal, Vendors agree to the Proposal Items and all provisions in the Standard Provisions for City Contracts .The Standard Provisions for City Contracts can be found at <https://cao.lacity.gov/risk/StandardProvisions.pdf>.

Vendors must provide each of the following items in their written proposal.

1. **Cover Letter:** Each proposal must include a cover letter limited to one (1) page that references the title of this RFP and the RFP Number, contains a general statement of the purpose for submission, and includes the following detailed company information:
  - a. Full legal name of the Vendor.
  - b. Legal business status (individual, partnership, corporation, etc.), address, website (if applicable), email, and telephone number of the Vendor.
  - c. If the Vendor is a corporation, partnership, LLP, LLC, etc., identify the state under whose laws Vendor is organized. Otherwise, if Vendor is an individual, identify the state where Vendor is domiciled.
- 2.
3. **Authorized Signatures:** Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the Vendor to all provisions of the proposal, the RFP, any subsequent changes, and to the contract if an award is made. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Vendor or one legal entity.

#### 4.2 Pre-Proposal Meeting

A **mandatory** pre-proposal meeting will be held to clarify the contents of the RFP document, respond to questions regarding the requirements of the RFP, and to discuss City needs. The pre-proposal meeting will also give Vendors and potential Subcontractors the opportunity to network. City staff will not provide assistance regarding a Vendor's individual RFP response. Please plan to arrive on time as credit may not be given if Vendor's representative arrives late and/or does not stay for the entirety of the meeting.

The meeting is scheduled for:

**Thursday, May 29, 2025, 10:00 a.m. PST**  
**Office of the City Clerk – Election Division**  
**555 Ramirez Street, Space 300**  
**Los Angeles, CA 90012**

As covered under Title II of the Americans With Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. If an individual with a disability requires accommodations to attend the meeting, please contact Christopher Garcia at Clerk.Election@lacity.org at least five (5) business days prior to the meeting.

#### **4.2.1 Submittal Of Written Questions**

The City Clerk requests that, to the extent possible, Vendors submit questions in writing five (5) business days before the meeting, which will enable staff to prepare responses in advance. Additional questions may be accepted at the meeting, however, responses may be deferred and provided as addenda to the RFP at a later date. The questions, along with the answers, will be posted after the pre-proposal meeting on RAMP, as an addendum to the RFP. The identity of Vendors submitting questions will not be disclosed in the addendum. Vendors are responsible for reviewing information on RAMP, as it may be updated from time to time.

**All questions** must be submitted via email to [Clerk.Election@lacity.org](mailto:Clerk.Election@lacity.org) Attn: Christopher Garcia. All questions will be answered in a Q&A document available on the RFP listing on [www.RAMPLA.org](http://www.RAMPLA.org). Vendors shall not communicate with any City staff about this RFP except through the channels identified herein.

#### **4.2.2 Notification Of Planned Attendance**

Vendors planning to attend the **in person mandatory pre-proposal meeting** must notify the Contract Administrators by email at [Clerk.Election@lacity.org](mailto:Clerk.Election@lacity.org) Attn: Christopher Garcia five (5) business days prior to the meeting. Attendees must stay for the entire duration of the pre-proposal meeting and are responsible for all information that is presented.

If no notifications of attendance are received by **5:00 pm PST**, on **Wednesday, May 21, 2025**, the meeting will be canceled, and any questions, along with the answers, will be posted at <https://www.rampla.org/s/>.

### **4.3 Business Inclusion Program (BIP)**

It is the policy of the City to provide equal opportunity to all businesses to participate in the performance of all City contracts, as directed by Mayor's Executive Directive 14 regarding the City's Business Inclusion Program. Vendors must adhere to the Business Inclusion Program attachment to this RFP for additional information, instructions, and forms. **A Vendor's failure to complete their BIP Outreach as described will result in their proposal being deemed non-responsive and shall disqualify the proposal from further consideration in the evaluation process.**

Equal opportunity will be determined by the Vendor's BIP outreach documentation and the anticipated levels of participation for this RFP. Participation by 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) may be in the form of subcontracting.

<b>City Clerk Anticipated Levels of Participation</b>	
MBE Participation:	100%
WBE Participation:	100%
SBE Participation:	100%
EBE Participation:	100%
DVBE Participation:	100%

BIP Outreach to potential subcontractors must be completed online at [www.RAMPLA.org](http://www.RAMPLA.org) **by July 23, 2025, at 11:59 p.m.** In addition to the online outreach, the BIP Schedule A form is required to be submitted separately with the proposal by the proposal submission deadline. **Schedule A is required even if a Vendor does not receive any response from subcontractors to its solicitation.** Finally, the BIP Summary sheet must be completed and submitted online at [www.RAMPLA.org](http://www.RAMPLA.org) by **4:30 p.m., Friday, August 8, 2025**, the first calendar day following the day of the RFP response deadline. Further instructions for completing BIP Outreach and the BIP Summary Sheet on RAMP are available at <https://www.rampla.org/s/support>.

#### **4.4 Deadline for Submission of Proposals**

All proposals submitted in response to this RFP shall become the property of the City and subject to the State of California Public Records Act.

**All Proposals shall be submitted via RAMP at <https://www.rampla.org/s/> .**

**DEADLINE: August 7, 2025, at 5:00 p.m. (PST)**

**Proposals submitted after the Proposal Submission Deadline will not be accepted.** Timely submission of proposals is the sole responsibility of the Vendor. Vendors are encouraged to submit proposals well in advance of the submission deadline. The addition of substantive supplemental information or modifications to the proposal will not be allowed after the submission deadline. The City reserves the right to determine the timeliness of all proposal submissions.

**The City reserves the right to extend the proposal submission deadline should this be in the best interest of the City.**

#### **4.5 Submission Terms and Requirements**

This section identifies submission terms and conditions.

##### **1. Addenda**

The City reserves the right to issue addenda to this RFP, which may add additional requirements which a proposal must meet to be considered responsive. All addenda will be posted on the RFP listing on the RAMP website at [www.RAMPLA.org](http://www.RAMPLA.org). All Vendors must acknowledge any addenda issued as a result of any change in this RFP on the

Vendor Signature Verification Page found in [Attachment 5](#). Failure to indicate receipt of addenda may result in a proposal being rejected as non-responsive.

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

**2. In Writing**

All Proposals must be submitted through the RAMP website and Vendors shall complete and return all applicable documents including, but not limited to, written responses, questionnaires, forms, appendices, spreadsheets, and any electronic files via RAMP. The City may deem a Vendor non-responsive if the Vendor fails to provide all required documentation, copies, or electronic files and may eliminate the Vendor from further consideration in the evaluation process. Original hard copies, containing a wet signature(s), must be provided upon request.

The Bidder shall ensure that all documents, data and files submitted as part of their proposal or subsequently provided during the performance of any resulting contract, are fully readable, accessible, and compatible with the City's designated software and systems. The bidder assumes full responsibility for ensuring that all submitted files are free from corruption, errors, or formatting issues that could prevent the City from accessing or reviewing the content. Submissions that are unreadable, incomplete or incompatible may be deemed non-responsive at the City's sole discretion, and the Bidder shall bare any costs for delays arising from such issues. The Bidder shall upon request provide alternative formats or technical assistance to ensure accessibility without additional cost to City.

**3. 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.

**4. Additional Information Forms**

Vendor shall complete and submit [Attachment 6](#), Additional Information Forms to provide the following information:

**a) Alternatives, Omissions, and Deviations**

The Vendor shall not change any wording in the RFP or associated documents. Any explanation of alternatives, omissions, or deviations shall be submitted in this section. This section shall fully describe any omissions or deviations from the requirements set forth in the RFP, including any exceptions to Section 7.1, Standard Provisions for City Contract (Rev. 1/25 [v.1]), and the reasons why said omissions or deviations are in the best interests of the City. The effect of any omissions or deviations, including costs, shall also be included. Alternatives that do not substantially meet the City's requirements cannot be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive.

**b) Additional Data The Vendor Wishes To Present**

Any other data the Vendor considers essential to the evaluation of its response shall be clearly stated in this section. If there is no additional data the Vendor wishes to present, the Vendor shall state the following:

“There is no additional data we wish to present.”

**5. Proposal Errors**

The Vendor is responsible for all errors or omissions incurred by Vendor in preparing the proposal. Vendors will not be allowed to alter proposal documents after the proposal submission deadline, except as permitted by the City. The City reserves the right to make corrections or amendments due to errors identified in the proposal by the City or the Vendor. This type of correction or amendment will only be allowed for typographical errors, transposition, or other obvious errors. Any changes will be date and time stamped and attached to the proposal. All changes must be coordinated in writing with, authorized by and made by the Contract Administrator.

**6. Proposal Clarification**

The City reserves the right to request at any phase of the evaluation process that Vendors clarify information provided in RFP responses, including assumptions used in the RFP response. All clarifications must be coordinated in writing with, authorized by, and made by the Contract Administrator. Clarifications must be submitted in writing by the requested deadline. Otherwise, the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

If the City determines that all Vendors failed to submit requested information or adequately responded to the same RFP question or request for data, the City may, at its discretion, issue an RFP addendum and provide all Vendors with an opportunity to respond to the RFP question. Responses to RFP addendum questions must be submitted in writing by the stated deadline; otherwise, the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

**7. Waiver of Minor Administrative Irregularities**

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

**8. Cost of RFP**

The City shall not be responsible in any manner for the costs associated with the Vendor's submission. The proposal, including any and all drawings, plans, brochures, manuals, reports, photographs and other materials submitted shall become the property of the City and will not be returned to the Vendor. The City shall have the right to copy, reproduce, publicize or dispose of each proposal in any way the City elects.

**9. Vendor's Right of Withdrawal of Proposals**

Vendors may withdraw a submitted proposal in writing at any time prior to the specified due date and time. A written request must bear the **wet signature** of the duly authorized officer eligible to sign contract documents and authorized to bind the Vendor to all provisions of the proposal, the RFP, any subsequent changes, and to the contract if an award is made, and must be emailed to the Contract Administrators. After withdrawing a previously submitted proposal, the Vendor may submit another proposal at any time up to the specified due date and time.

**10. Selection of Vendor**

The Vendor with the highest score based on the RFP criteria and that also satisfies all City contracting requirements will be recommended for selection. Selection is not restricted to

the lowest offer or bid. Should contract negotiations not be successful with the selected Vendor, the City may, based on its exclusive discretion, negotiate with the next most qualified Vendor.

The City reserves the right to select Vendors whose Proposals, in the sole judgment of the City, best meet the needs of the City. The City shall have the right to request that Respondents provide additional information regarding any particular services or group(s) of services contained in their Proposals, and to enter into negotiations with Respondents for said service(s).

**11. Rejection of Proposals**

The City reserves the right to reject any or all Proposals; to waive any minor informality in Proposals received; to reject any unapproved alternate proposal(s); and reserves the right to reject the proposal of any Vendor 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.

**12. City's Right of Withdrawal, Cancellation, Other Options**

The City will negotiate a contract with the Vendor. The City reserves the right to revise, withdraw or cancel the RFP at any time if it deems such action necessary. If such action is taken, the City may re-issue the RFP. The City also reserves the right to contract with more than one respondent to this RFP. Furthermore, the City may exercise its right not to select any Vendor from this RFP, if it determines that there was no responsive Vendor.

If an inadequate number of Proposals are 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 award a sole-source contract with a vendor. The award of the contract is subject to the successful negotiation of the terms and conditions of an agreement.

The City reserves the right to verify all information in the proposal. If the information cannot be confirmed, the City reserves the right to reduce the rating points awarded. The City reserves the right to require a pre-award interview and site inspection.

**13. Vendor Performance Evaluation**

When the term of the contract under this RFP has concluded, the City will evaluate the Vendor's performance. The City may also conduct evaluations of the Vendor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on specified criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Vendor assigns to the contract. A Vendor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City will use the final City evaluation and any response from the Vendor to evaluate Qualifications and to conduct reference checks when awarding future service contracts.

**14. Lobbying Law Compliance**

Vendors bidding for a contract, as defined in Los Angeles Administrative Code Section 10.40.1, shall submit with their bid, the Bidder Certification Form [CEC 50](#) as prescribed by the City Ethics Commission acknowledging and agreeing to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance.

This ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing the decisions of City government. Additional information regarding these restrictions may be obtained from the City Ethics Commission at (213) 978-1960 or on the How-Do-I-File? link [HERE](#).

**15. Campaign Contributions**

Vendors are subject to Charter Section 470(c)(12) and related ordinances. As a result, Vendors 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 Proposal until either the contract is approved or, for successful Vendors, twelve months after the contract is signed. The Vendor'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.

Vendors must submit Form [CEC 55](#) (to the awarding authority at the same time the Proposal is submitted. The Form requires Vendors to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Vendors must also notify their principals and subcontractors in writing of the restrictions and include such notice in contracts with subcontractors. Proposals submitted without a completed CEC Form 55 shall be deemed non-responsive. Vendors 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 [https://ethics.lacity.gov/pdf/forms/CEC\\_Form\\_55\\_instructions.pdf](https://ethics.lacity.gov/pdf/forms/CEC_Form_55_instructions.pdf).

**16. Local Business Preference Program Ordinance**

Vendors are advised that any proposal submitted and contract awarded from this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.25, Local Business Preference Program (LBPP) Ordinance. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County. The LBPP Ordinance allows the Department to apply additional points to the Proposal's final score under certain conditions.

If applicable, Vendors may choose to complete and upload the LBPP Application/Renewal Form available on the RAMP at [www.RAMPLA.org](http://www.RAMPLA.org) before the Proposal Submission Deadline. The City may request supporting documentation to verify qualification for designation as a Local Business. Only those Vendors who apply and qualify for a Local Business designation (or otherwise qualify by using a qualified Local Subcontractor) by the RFP due date will be eligible for additional points that can be awarded under the ordinance.

Vendors seeking additional information regarding the requirements of the LBPP may visit the Bureau of Contract Administration's website at <https://bca.lacity.gov/BIS-Program-and-Local-Business-Preference>.

**17. City of Los Angeles Contract History**

The City Council adopted a resolution requiring Vendors to provide a list of all City contracts held within the past 10 years to be included in the response package on all bids and proposals. Performance and experience on past contracts with the City of Los

Angeles will be part of the evaluation criteria. Failure to disclose this information will deem the proposal non-responsive. Vendors must provide contract history by completing and submitting the information found in [Attachment 7](#).

**18. Confidentiality**

All documents, records, and information provided by the City to the Vendor, or accessed or reviewed by the Vendor, during the performance of the services will remain the property of the City. All documents, records, and information provided by the City to the Vendor, or accessed or reviewed by the Vendor and any of its employees during the performance of services are confidential (from now on collectively referred to as “Confidential Information”). The Vendor agrees not to provide Confidential Information, nor disclose their content or any information contained in it, either orally or in writing, to any other person or entity. The Vendor agrees that all Confidential Information used or reviewed in connection with the Vendor's work for the City will be used only to carry out City business and cannot be used for any other purpose. The Vendor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.

Any Confidential Information provided by the City to the Vendor, or accessed or reviewed by Vendor, during the performance of services, will be made available to its employees, agents, and subcontractors only on a need-to-know basis. Further, the Vendor will provide written instructions to all its employees, agents, and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

The Vendor must not remove Confidential Information, or any other documents or information used or reviewed in connection with the Vendor's work for the City from City facilities without prior approval from the City. At no cost to the City the Vendor will, at the conclusion of services, or at the request of the City, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information and all other written materials, notes, documents, or additional information obtained by the Vendor during the course of work under the contract. The Vendor will not make or retain copies of any such information, materials or documents. The Vendor and its employees, agents, and subcontractors may have access to confidential employee personnel information; misuse of such information may adversely affect the subject individual's privacy rights and may violate various Federal and State statutes. The Vendor will implement reasonable and prudent measures to keep secure personal employee information accessed by its employees, agents, and subcontractors during the performance of services. The Vendor will advise its employees, agents, and subcontractors of this confidentiality requirement.

The Vendor shall disclose the intent to use any service provider outside the continental United States of America to handle any aspect of the work within the scope of services and shall describe to the City's satisfaction the methods which will be used to protect the City's interests and confidentiality of City records and information in doing so. The City reserves the right to approve any such service provider throughout the term of the contract at its sole and absolute discretion.

Any breach of security that occurs through the Vendor's website, offices or network shall require the Vendor to be responsible for notifying City and all applicants affected by such breach. The Vendor shall also be responsible for all costs associated with such

notification. The Vendor shall indemnify the City for any breaches of its security and the improper disclosure of confidential information.

**19. Contractor Responsibility Ordinance (CRO)**

Every Request for Proposal, Request for Bid, Request for Qualifications or other procurement process is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, unless exempt pursuant to the provisions of the Ordinance.

This Ordinance requires that all Vendors complete and return, with their response, the responsibility questionnaire included in this procurement. Failure to return the completed questionnaire may result in the Vendor being deemed non-responsive. The Ordinance also requires that if a contract is awarded pursuant to this procurement, that the Vendor must update responses to the questionnaire, within thirty (30) calendar days, after any changes to the responses previously provided if such change would affect Vendor's fitness and ability to continue performing the contract.

Pursuant to the Ordinance, by executing a contract with the City, the Vendor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. Further, the Ordinance, requires each Vendor to: (1) notify the awarding authority within thirty (30) calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the Vendor is not in compliance with Section 10.40.3 (a) of the Ordinance; and (2) notify the awarding authority within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the Vendor has violated Section 10.40.3 (a) of the Ordinance. If a Vendor will have Subcontractors in the project, a list of the Subcontractors must also be submitted with the proposal.

All Vendors shall submit a completed CRO Questionnaire and must sign the Pledge of Compliance under penalty of perjury.

Vendors seeking additional information regarding the requirements of the CRO Ordinances may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/Ordinances>.

**20. Government Taxation Forms**

Upon award, successful Vendors must submit the following three (3) forms to the awarding authority prior to contract execution:

- IRS Request for Taxpayer Identification and Certificate (Form W-9).
- Evidence of having applied for or obtained a tax registration account number City of L.A. Business Tax Registration Certificate (BTRC) number and Vendor Registration number. Vendors shall obtain and keep a current 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.

- State of California Withholding Exemption Certificate (Form 590) or Non-resident Withholding Certification (Form 587), if the Vendor is located outside of California.

To seek additional information on Government taxation forms, Vendors may visit the Office of Finance website at <https://finance.lacity.org>

**21. Vendor Workforce Information/ Non-Collusion Affidavit**

The City requires all Vendors or individuals seeking contracts with the City to report the headquarters address and declare the percentage of the workforce residing in the City. Failure to include an Affidavit with the proposal will render the proposal non-responsive and will result in its rejection. All Vendors are required to complete the Workforce Information and the Non-Collusion Affidavit on RAMP. Failure to include an Affidavit with the proposal will render the proposal non-responsive and will result in its rejection.

**22. Equal Benefits Ordinance/First Source Hiring Affidavit**

All Vendors shall complete the online Equal Benefits Ordinance/First Source Hiring Affidavit on RAMP by the proposal submission deadline. The Equal Benefits Ordinance Affidavit shall be effective for three (3) years from the date it is first completed on RAMP. Vendors do not need to submit supporting documentation with their bids or Proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

**22.1 Equal Benefits Ordinance**

Vendors are advised that any contract exceeding \$25,000 awarded under this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

Vendors seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/equal-benefits-ordinance-ebo>.

**22.2 First Source Hiring Ordinance**

Unless approved for an exemption, Vendors under contracts used 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, and certain recipients of City loans or grants, shall comply with the provisions of Los Angeles Administrative Sections 10.44, et seq., First Source Hiring Ordinance (FSHO). Vendors shall refer to the Standard Provisions for City Contracts for further information regarding the requirements of the Ordinance.

Vendors seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/first-source-hiring-ordinance-fsho>.

**23. Disclosure Ordinances Affidavit**

Unless otherwise exempt, by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

The web form will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Vendor selected for contract award. Effective July 18, 2018, the DBWCO was combined with SDO on a revised Disclosure Ordinances Affidavit to be completed electronically on RAMP (<https://www.rampla.org>). The web form should be completed and submitted by the proposal submission deadline.

Vendors seeking additional information regarding the requirements of the SDO and DBWCO may visit the Bureau of Contract Administration’s website at <https://bca.lacity.org/slavery-disclosure-ordinance-sdo>.

**24. Iran Contracting Act of 2010**

By California Public Contract Code Sections 2200-2208, all vendors submitting Proposals for, entering into, or renewing contracts with the City for goods and services estimated at \$1,000,000 or more are required to complete the “[Iran Contracting Act of 2010 Compliance Affidavit](#)” on RAMP and include it with their RFP or they may be deemed non-responsive and disqualified from being considered.

**25. Bond Assistance Program**

For those Vendors who are wishing to bid on City projects but are experiencing difficulty obtaining the required bid, performance and payment bonds, the City of Los Angeles provides bonding assistance through the Los Angeles Bond Assistance Program (BAP LA). For more information regarding the BAP LA, please go to the City’s Risk Management website at <http://cao.lacity.org/risk>.

**26. Executive Directive 35 Compliance**

Respondents are advised, pursuant to Executive Directive 35, if a vendor is selected and awarded a contract, and if the Vendor is a for-profit company or corporation, the Vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Vendor’s and any subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Vendor/subcontractor Information”). On an annual basis, the Vendor shall further request that any subcontractor input or update its business profile, including the Vendor/subcontractor information, on RAMP or via another method prescribed by City.

## 5.0 Evaluation and Selection Process

The City will select the Vendor that is determined to be the most qualified, having the best experience, provide competitive prices, and possess the ability to successfully perform the required tasks. The selection will be based on the pre-established criteria listed in this section.

### 5.1 Evaluation Criteria

Proposals shall be evaluated based on the following criteria. The lowest cost Vendor may not be determined to be the best Vendor when all evaluation factors have been considered.

Evaluation Criteria	Maximum Points Possible
Quality and Responsiveness	20

Experience and Qualifications	30
Peer Review and References	20
Value (Overall)	30
Good Faith Effort Evaluation, if applicable	Pass/Fail
<b>Maximum Points - Total</b>	<b>100</b>

The City shall reserve the right to use such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not mentioned in the RFP. Vendors submitting the highest-rated written responses may be called for an oral interview to further assess their qualifications.

A Review Committee will be designated to evaluate/score the Proposals. Following the Department’s selection, the award of the contract is subject to successful negotiation of the terms and conditions of an agreement.

### 5.2 Meetings During Evaluation Period

After submission of proposals and continuing until a contract is awarded, all staff of the City involved in the RFP process will refrain from holding any meeting, conferences, or technical discussions with any Vendor except as provided in this RFP. Vendors must not communicate in any manner with City staff 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 Contract Administrators. Failure to comply with this requirement will automatically terminate further consideration of the proposal submitted.

### 5.3 Proposal Protest Process

Any protest as to the RFP documents, matters or procedures referred to therein must be submitted in detail and in writing within five (5) calendar days after the issuance of the RFP to the public. The RFP is considered issued when posted at <https://www.rampla.org>. Written protests may not be more than three (3) typewritten pages and shall request a protest review be granted. All persons submitting proposals in response to this RFP will be notified of the City’s intended award by email.

Any protest, whether relating to the RFP or to the eventual awarding of a contract resulting from this RFP process must be sent via email to the Contract Administrators with the following information included:

- The name of the involved RFP;
- A detailed written statement of the legal and factual grounds of the protest, including the specific portion of the RFP or other related document that forms the basis for the protest
- The name, address and phone number of the person representing the protesting party;
- A statement as to the form of relief requested; and
- Any evidence as to why the RFP should not be issued, or in the event of a protest concerning a contract award, any reasons or evidence as to why a contract award should not be made according to the City’s plans;

- If applicable, a request that a hearing with the City be set within seven (7) business days of the actual receipt by the City of the protest or, in the alternative, a statement that the protester waives such hearing.
- A request that the City issue a decision either sustaining or denying the protest

Written appeals may not include any new or additional information that was not submitted with the original Proposal. A panel composed of selected staff will review the protest and submit a written decision.

The procedures and time limits set forth in this Section are mandatory and are the sole and exclusive remedy available in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings. The City will only consider protests by or against any Vendor(s) who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained, as applicable.

Protests meeting the above criteria will be reviewed by the City. Protesting parties requesting a hearing will be notified of the time and date of a hearing within seven (7) business days of the actual receipt of the written protest with the City. Protestors requesting a hearing will be given the opportunity to present their arguments to the City. The City will hear and consider the contents of the written protest and/or any arguments made at the time of the hearing and will issue by mail or email a decision in writing to the Protestor that either denies or sustains the protest within five (5) business days. The decision of the City shall be final.

## **6.0 General Terms and Conditions**

### **6.1 Definition of Terms**

The following terms used in the RFP documents shall be construed as follows:

1. "Agreement" shall be considered synonymous with the term "Contract."
2. "City" shall mean the City of Los Angeles.
3. "City Clerk" means the City of Los Angeles' Office of the City Clerk - Election Division. City Clerk may be interchangeable with City.
4. "Contract" means the particular contract awarded as a result of this RFP, and executed by the Vendor and City, of which this RFP, including the Standard Provisions for City Contracts and Certifications, are a part. Contract may be interchangeable with Agreement.
5. "Contract Administrator(s)" means the employee(s) who is (are) responsible for overseeing this RFP and contracts executed therefrom.
6. "Department" shall be considered synonymous with the City's Department of City Clerk.
7. "Proposal" means a formal written response prepared and delivered in accordance with this RFP.
8. "Regional Alliance Marketplace for Procurement (RAMP)" is the City's repository and information site regarding all solicitation opportunities.
9. "Request For Proposal (RFP)" means this document, which is used by the Vendors as a basis for preparing and submitting their proposal.
10. "Subcontractor" means the person, partnership, firm, or corporation, to whom the prime Vendor requests to assist in the joint participation of the RFP.
11. "Vendor" shall mean the individual, partnership, corporation or other entity to which this agreement is awarded and shall be synonymous with the term "contractor."

12. "Vendor" means a person/company that submits a proposal in response to this RFP. The Vendor must have the authority to submit the proposal on behalf of him/her/theirself or the company for which the proposal is submitted. Vendor may be interchangeable with Proposer.
13. "Work" means services, labor, and/or materials provided to the City according to contract provisions.

## **6.2 Property of City/Proprietary Material**

All Proposals submitted in response to this RFP will become the property of the City and subject to the California Public Records Act (California Government Code Section 6250 et seq). Vendors must identify all trade secrets or other proprietary information that the Vendors claim is exempt from the Public Records Act. The City Attorney will make an independent determination regarding whether the identified information is disclosable.

In the event a Vendor claims such an exemption, the Vendor is required to state in the proposal the following: "The Vendor 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."

Failure to include such a statement shall constitute a waiver of a Vendor's right to exemption from this disclosure.

## **6.3 Pre-Award Negotiations**

Before the award of the contract, the successful Vendor(s) 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, prices/premiums, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. to ensure successful administration of the contract.

## **6.4 Execution of Contract**

Any contract made under this RFP must be accepted in writing by the Vendor. If for any reason the Vendor should fail to accept the contract in writing, then the Vendor may be deemed non-responsive, and the City may commence contract negotiations with another Vendor.

Please note that the City takes a legal approach whereby all contracts contain an order of precedence. In the event of an inconsistency between the provisions of the Vendor's documents and the City's documents, the City's documents take precedence concerning the resolution of the inconsistency.

## **6.5 Amendments, Modifications, and Change Orders**

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and conditions of the resultant agreement must be made by written amendment or change order approved by the Contracting Authority, the Vendor, and signed by the City Attorney. If the Vendor performs any modification without a written amendment/change order, the City will neither pay for nor be obligated to accept said modification.

## **6.6 Prime Vendor**

The Vendor awarded the contract must be the prime Vendor performing the primary functions of the contract. The selected Vendor shall act as an independent Vendor and not as an agent or employee of the City. The selected Vendor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, subcontractors, or agents to be an agent or employee of the City.

Unless otherwise provided or approved by the City, the selected Vendor shall use its own employees to perform the services described in the proposed Agreement.

The Vendor shall provide pertinent information of the business organization by completing and submitting the required information found in [Attachment 8](#).

The address given in the proposal response shall be considered the legal address of the Vendor and shall be changed only by written notice to the City. The Vendor shall supply an address to which certified mail can be delivered. The delivery of any communication to the Vendor personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Vendor at such address, shall constitute a legal service thereof. Also, telephone numbers and e-mail addresses must be provided.

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

The Vendor will include information of all key personnel, including resumes, job descriptions, past experience, and the names of the core management team included on this project. The Contract Administrators reserve the right to verify each such person's experience and/or education.

Other government agencies may want to make purchases using the prices, terms and conditions of any contracts resulting from this RFP. If you will allow such purchases, please indicate in page 2 of Attachment 8.

## **6.7 Subcontractors/Joint Ventures**

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

The provisions of the resultant agreement shall apply to all subcontractors in the same manner as to the Vendor. In particular, the City will not pay, even indirectly, the fees and expenses of subcontractors that do not conform to the limitations and documentation requirements of the resultant agreement.

If any portion of the contract is to be subcontracted, it must be clearly outlined in [Attachment 9](#) as to what part(s) are to be subcontracted, the reasons for subcontracting and a listing of subcontractors. The City reserves the right to reject any proposal wherein use of subcontractors significantly affects the ability of the Vendor to function as the prime Vendor on the awarded contract. The prime Vendor will 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.

## **6.8 Copies of Subcontractor Agreements**

Upon written request from the City, the Vendor shall supply the City with all subcontractor agreements.

### **6.9 Supplier Performance Feedback Meetings**

The Vendor will be required to attend periodic performance feedback meetings at the request of the Contracting Authority. The meetings will be facilitated by the Contracting Authority and will focus on the Vendor's and the City's performance in fulfilling the service level requirements contained in the contract. The meetings will provide a forum to informally discuss opportunities for improving contract terms and conditions, service level requirements, and cost reductions for both parties.

### **6.10 Replacement of Vendor's Staff**

The City reserves the right to have the Vendor replace any contract personnel with equally or better-qualified staff upon providing written notice to the Vendor. Also, the City reserves the right to approve in advance any changes in project personnel or levels of commitment by the Vendor to the project.

### **6.11 Governing Law**

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of the RFP and the resultant agreement/contract, must comply with all applicable laws of the United States of America, the State of California and the City of Los Angeles.

### **6.12 Periodic Independent Audit**

The City reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the vendor and its subcontractors are conducting City business within generally accepted industry standard practices. Each Vendor will be required to cooperate fully with any external audit.

## **7.0 Award of Contract**

Award of contract is made to the Vendor with the best combination of price, experience, and quality of service delivery. Awards are not restricted to the lowest offer or bid. The City reserves the right not to award any contract or may cancel this agreement for any reason upon thirty (30) days notice.

The Vendor awarded a contract shall be required to enter into a written contract with the City, 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, the City reserves the right to further negotiate the terms and conditions of the contract with the selected Vendor.

Any contract made pursuant to this RFP must be accepted in writing by the Vendor. If for any reason, Vendor should fail to accept the contract in writing, any conduct by Vendor, which recognizes the existence of a contract pertaining to the subject matter hereof, shall constitute acceptance by Vendor of the contract and all of its terms and conditions.

Please note that the City takes a legal approach whereby all contracts contain an order of precedence. In the event of an inconsistency between the provisions of the Vendor's documents and the City's documents, the City's documents take precedence concerning the resolution of the inconsistency.

## 7.1 Standard Provisions For City Contracts

The “Standard Provisions for City Contracts” (Rev. 1/25 [v.1]), will be incorporated into, and made part of, the final contract. It is a City policy that the terms and conditions of the Standard Provisions for City Contracts apply in their entirety to City contracts. The City reserves the right to negotiate any such terms and conditions in its sole discretion as it deems is in the best interest of the City. The Standard Provisions for City Contracts can be found at <https://cao.lacity.gov/risk/StandardProvisions.pdf>.

Please carefully review the information contained in the City Contracting Requirements and Compliance Forms included with this RFP, including the Standard Provisions for City Contracts. Vendors are responsible for timely compliance with all applicable requirements and submission of applicable forms. Failure to comply with these requirements may result in your proposal being deemed non-responsive.

## 7.2 Insurance Requirements

The Vendor shall maintain the required insurance with the identified limits in accordance with insurance requirements. Insurance forms and instructions can be accessed through the City Administrative Officer Risk Management website at <https://cao.lacity.gov/risk/InsuranceForms>.

Verification of approved insurance and bonds may be obtained by checking KwikComply, the City’s online insurance compliance system at <http://kwikcomply.org/>.

With respect to the interests of the City, if an insurance company elects to cancel insurance before the stated expiration date; declines to renew in the case of a continuous policy; materially reduces the coverage period by changing the retroactive date (if any) or the extended discovery period (if any); reduces the stated limits other than by impairment of an aggregate limit; or materially reduces the scope of coverage which affects the City’s interest, the company will provide the City at least 30 calendar days prior written notice of such election.

Proof of insurance must be submitted in accordance with requirements of the Office of the City Administrative Officer, Risk Management upon contract execution. Information on compliance with City Insurance and Bond requirements is available on the City Risk Manager’s website, <http://cao.lacity.gov/risk>.

The Vendor must maintain the required insurance coverage for the duration of any contract resulting from this RFP. The Vendor must certify that it is aware of and will comply with Labor Code 3700 of the State of California requiring every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance before commencing any services under the terms of any contract resulting from this RFP.

The Vendor will be required to indemnify the City in accordance with the provisions set forth in PSC-18 and PSC-19 of the Standard Provisions for City Contracts (Rev. 1/25 [v.1]).

Refer to [https://cao.lacity.gov/risk/Submitting\\_proof\\_of\\_Insurance.pdf](https://cao.lacity.gov/risk/Submitting_proof_of_Insurance.pdf) for additional instructions and information on complying with city insurance requirements.

## 7.3 Indemnification

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, the Vendor shall defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and

successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the Vendor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the Vendor, subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **7.4 Americans with Disabilities Act**

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

The Vendor hereby certifies that it will comply with the Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Vendor 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 Disabilities Act. The Vendor 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 Vendor, relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Vendors are required to complete the Certification of Compliance on RAMP.

#### **7.5 Non-discrimination/Equal Employment Practices/ Affirmative Action Program**

Vendors 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, and shall refer to <https://bca.lacity.gov/equal-employment-opportunity-enforcement> for further information regarding the requirements of the City's Non-discrimination Clause, Equal Employment Practices and Affirmative Action Program.

All contracts (both construction and non-construction) 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. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Vendor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts (both construction and non-construction) to or for City for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Vendor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, the Vendors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the Subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

Effective July 1, 2016, the Non-discrimination/Equal Employment Practices and Affirmative Action (ND/EEP and AA) provisions were amended to eliminate the need for Vendors to complete affidavits on the RAMP. By affixing its signature to a contract, the Vendor agrees to adhere to the ND/EEP and AA for the duration of the contract. When a Vendor signs the contract, they will also be acknowledging their responsibility to comply with both the ND/EEP and AA provisions.

## **7.6 Child Support Assignment Orders**

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

This contract is subject to Section 10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, Vendor/Consultant certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of Vendor/Consultant 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 Vendor/Consultant 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 Vendor/Consultant to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Vendor/Consultant under the terms of this contract, subjecting this contract to termination where such failure shall continue for more than 90 days after notice of such failure to Vendor/Consultant by City. Any subcontract entered into by the Vendor/Consultant 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 Vendor/Consultant to obtain compliance of its Subcontractors shall constitute a default by the Vendor/Consultant under the terms of this contract, subjecting this contract to termination where such failure shall continue for more than 90 days after notice of such failure to Vendor/Consultant by the City.

All Vendors are required to complete the Certification of Compliance with Child Support Obligations upon contract execution on RAMP.

## **7.7 Fair Chance Initiative For Hiring Ordinance**

City Vendors and Subcontractors with 10 or more employees are prohibited under Los Angeles Administrative Code Section 10.48 from seeking a job applicant's criminal history information until a job offer is made and from withdrawing a job offer unless the employer performs an assessment of the applicant's criminal history and the duties of the position. Vendors and Subcontractors are required to include information regarding the ordinance in all job solicitations and advertisements and to post notices informing job applicants of their rights.

Vendors seeking additional information regarding the requirements of the ordinance may refer to: <https://bca.lacity.gov/fair-chance>.

## **7.8 Living Wage And Worker Retention Ordinances**

Unless approved for an exemption, Vendors 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, must comply with the provisions of the Living Wage Ordinance (LWO), Los Angeles Administrative Code Section 10.37 et seq., and the Worker Retention Ordinance (WRO), Los Angeles Administrative Code Section 10.36 et seq.

Forms LW-5, LW-6, and LW-18 will be required from the successful Vendor and their subcontractors within 30 days of contract execution. These forms are available at the [Living Wage Printable Forms and Posters](#) section of BCA’s LWO information page.

**Vendors who believe that they meet the qualifications for one of the exemptions must apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal.** Application forms are as follows: [Exemption Application \(Form LW-10\)](#), [Small Business Exemption Application \(Form LW-26\)](#), [501\(c\)\(3\) Non-profit Exemption Application \(Form OCC/LW-28\)](#), and [Non-Coverage Determination Application \(Form OCC/LW-29\)](#).

Detailed information about the ordinances is available on the Bureau of Contract Administration’s website at:

<https://bca.lacity.org/living-wages-ordinance-lwo>

<https://bca.lacity.org/service-contract-worker-retention-ordinance-scwro>

**If exemption from the Living Wage Ordinance is not claimed, Vendor must complete and return the Attachment 10** with the response. Additional forms will be required from the successful Vendor within 30 days of contract execution as described above.

## 7.9 Vendor Evaluation Program

At the end of this contract, the City will conduct an evaluation of the Vendor's performance. The City may also conduct evaluations of the Vendor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, 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 Vendor assigns to the contract. A Vendor who receives a “Marginal” or “Unsatisfactory” rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Vendor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

## 8.0 Request For Proposal (RFP) Schedule

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

<u>Date</u>	<u>Event</u>
5/1/2025	Release RFP to potential Vendors

5/21/2025	Deadline for receiving written questions for pre-proposal meeting and confirmation of planned attendance to the meeting.
5/29/2025	<b>Mandatory</b> Pre-proposal meeting 4 weeks
8/7/2025	RFP responses due 14 weeks
8/8/2025	Vendors must submit their BIP Summary sheet on RAMP by 4:30 p.m. or the proposal will be considered non-responsive.
August 2025	Vendor Selection Notification (estimated)
December 2025	Contract Execution (estimated)

## 9.0 Proposal Checklist

The purpose of this checklist, which can be found in [Attachment 11](#), is to provide a quick reference of items that must be included with each response. Omission of any item from this reference does not relieve the Vendor of their responsibility to provide all the information and documentation required and within the time limits specified in the City's RFP Specification document. If the Vendor does not follow all the instructions and/or requirements in this RFP, the Vendor may be determined to be ineligible and excluded from the review.

## 10.0 Vendor Signature Verification

The undersigned hereby offers and agrees to furnish the goods and/or routine services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFP document and any written exceptions in the offer accepted by the City.

A duly authorized officer to bind the Vendor to the proposal must sign each one on behalf of the Vendor by completing and submitting the information found in Attachment 5.