REQUEST FOR QUALIFICATIONS

LOS ANGELES CITY PLANNING

MAILING AND NOTIFICATION SERVICES

RAMPLA ID #:	222522
Advertise Date:	September 4, 2025
Proposals Due:	October 30, 2025 at 3:00 PM (PT)
Contract Administrator:	Thomas Ho thomas.ho@lacity.org

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 conference, please contact the Contract Administrator at least five working days prior to when the services are needed.

TABLE OF CONTENTS

ANTICIPATED SOLICITATION SCHEDULE 1
ACRONYMS AND DEFINITIONS 2
PART 1: PROJECT, PROPOSAL EVALUATION, AND TERM 4
A. Overview of Office Seeking Services. 5
B. Overview of Project. 5
C. Scope of Work. 5
E. Evaluation Process. 6
F. Evaluation Criteria. 7
G. Contract Term. 8
PART 2: REQUIREMENTS OF PROPOSAL PACKAGE 9
A. Adherence to Proposal Format, Organization, and Content. 10
B. Best Offer. 10
C. Subcontracting. 10
D. Proposal Format and Contents. 10
E. Preparation and Submission of Proposals. 16
PART 3: SOLICITATION PROCESS TERMS AND CONDITIONS 18
A. Acceptance of Terms and Conditions. 19
B. In Writing. 19
C. Information Requested and Not Furnished. 19
D. Proposal Submission Deadline. 19
E. Cost of Proposals. 19
F. Withdrawal of Proposals. 19
G. Late Proposals. 19
H. Protests. 19
I. Questions Regarding this Solicitation. 20
J. Conferences during the Proposal Period. 20
K. Proposal Conditions, Limitations, or Alternatives. 20
L. Solicitation Interpretation, Clarifications, Amendments, and Addenda. 21
M. Execution of Proposals. 21
N. Proposal Errors and Omissions. 21
O. Proposal Cost and Ownership. 21
P. Property of the City and Public Records. 21
Q. Confidential Information. 22
R. Assigned Personnel. 22
S. Use of Subcontractors. 22
T. Performance Evaluations. 22
U. Replacement of Prime Contractor's Staff. 23
V. Cost/Price Analysis 23
W. Rights Reserved by the City. 23
X. Single Proposal Response. 24
Y. Insurance Requirements. 24
Z. Award and Execution of Contract. 25
AA. Limitations. 25
BB. Bond Assistance Program. 26
PART 4: CITY OF L.A. CONTRACTOR COMPLIANCE REQUIREMENTS 27
Section 1: Submitted with Proposal Package. 28
Section 2: Submitted with Proposal via the Regional Alliance Marketplace for Procurement. 30
Section 3: Submitted Immediately Prior to Contract Execution. 31
Section 4: Other Compliance Provisions. 32

ANTICIPATED SOLICITATION SCHEDULE

Date	Time (PT)	Event
October 16, 2025	3:00 PM	Deadline for receiving written questions for posting on RAMP
October 30, 2025	3:00 PM	Proposal submission deadline
November 7, 2025		Begin RFQ evaluations
February 2, 2026		The target date for contract execution

END OF SECTION

ACRONYMS AND DEFINITIONS

The following terms may or may not be used in this document but represent those most used.

Addendum/Addenda: A written change, addition, alteration, correction, or revision to a solicitation document. Addendum/Addenda may be issued following a pre-proposal conference or because of a scope of work change in the solicitation.

Agreement: The contract to be entered into between the City and the selected contractor(s).

Applicant: Party who has submitted an application for which City Planning is responsible for managing specific development review functions, including the acceptance, review, and processing of project application.

BCA: Bureau of Contract Administration housed within the Department of Public Works.

BTRC: Business Tax Registration Certificate

City: The City of Los Angeles

CEC: City Ethics Commission

Contract: *See Agreement.*

Contractor: The individual, partnership, corporation, or other entity to which this agreement is awarded.

Customer: See Applicant

DBWCO: Disclosure of Border Wall Contracting Ordinance

DCP: Department of City Planning

Department: The City's Department of City Planning

Director of Planning: The general manager/director of the Department.

EBO: Equal Benefits Ordinance

Effective Date: Unless otherwise explicitly listed, the date of the City Attorney's signature as to form and legality.

ED: Executive Directive

FCIHO: Fair Chance Initiative for Hiring Ordinance

FSHO: First Source Hiring Ordinance

Informalities/Irregularities: A submission of a proposal which contains minor defects or variations from the exact requirements of the solicitation that do not affect price or other mandatory requirements. Generally a matter of form rather than substance. Following legal review may sometimes be corrected within a certain time period.

LAAC: Los Angeles Administrative Code

LAMC: Los Angeles Municipal Code

Liquidated Damages: Damages paid usually in the form of a monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.

LWO: Living Wage Ordinance

OCC: Office of Contract Compliance housed within the Department of Public Works, Bureau of Contract Administration.

PEC: Proposal Evaluation Committee

Proposal: A document submitted by a contractor in response to some type of bid solicitation to be used as the basis for negotiation of for entering a contract.

Proposer: A business entity or individual that plans to or has submitted a proposal in response to a solicitation, but has yet entered into a contract.

RAMPLA: Regional Alliance Marketplace for Procurement (www.rampla.org)

Responsible Proposer: A business entity or individual who is fully capable to meet all the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Proposer: A business entity or individual who has submitted a proposal that fully conforms in all material respects to the solicitation and all its requirements, including all form and substance.

RFQ: Request for Qualifications

Scope of Work: The written description of the conceptual requirements for the project. It describes the outcome or end result sought, not how the work is be accomplished.

SDO: Slavery Disclosure Ordinance

Solicitation: A Request for Information, or Quotes document, used to obtain information or quotes, respectively; or a Request for Proposals, or Qualifications document, use to obtain proposals or qualifications, respectively, for the purpose of entering a contract.

SOQ: Statement of Qualification

Statement of Work: The very specific way, as outlined in the proposer's proposal and resultant contract, as to how the proposer proposes to complete the work as outlined in the Scope of Work. It defines what will be done, how, by whom, and cost factors.

WRO: Worker Retention Ordinance

END OF SECTION

PART 1: PROJECT, PROPOSAL EVALUATION, AND TERM

A. Overview of Office Seeking Services.

The City Planning Department conducts a wide array of hearings before the City Planning Commission, Cultural Heritage Commission, seven geographical Area Planning Commissions, Zoning Administrators, Deputy Advisory Agencies, Planning and Land Use Management Committee of the City Council, and a variety of other specialized boards. These hearings require public notification in strict accordance with the Los Angeles Administrative Code, Municipal Code, and City Ordinance 165,851 (C.F 88-0971), which establish minimum public notification requirements for various applications that have been filed with the DCP.

B. Overview of Project.

The City of Los Angeles (City) proposes to develop a pre-qualified list of on-call of qualified contractors (Contractor) to provide mailing of legal notices for the Department of City Planning (DCP) and the public as required under City and State regulations. The City is obligated to comply with City and State regulations that require various types of notices to be sent to affected persons and entities prior to making determinations related to the functions in the DCP. The City does not provide any guarantee of any set amount of mail to be processed in any given year.

C. Scope of Work.

Overview of General Work

a. Project Applicant

i. Applicant submits mailing map, mailing labels and/or electronic mailing lists for occupants, tenants for condo conversions, property owners within the prescribed radius, certified neighborhood councils representing the area in which the property is located, City Council offices, and verifies the accuracy of the labels to the mailing Contractor. The applicant pays the Contractor for the mailing of the required notices.

ii. Applicant files an application that requires that a public hearing notice be sent within a specified number of days before a public hearing and to a specified minimum notification radius as prescribed in the Los Angeles Municipal Code (LAMC). The applicant provides proof of payment (receipt) to the Contractor for mailing required public hearing notices to the DCP as well as proof of mail out and posting.

iii. The hearing notice is posted at the project site. The applicant may pay for the contractor to post said hearing notice.

b. Department of City Planning

i. A hearing notice is prepared by Department of City Planning (DCP) Staff.

ii. Publishing of the hearing notice (required for certain cases) in a local newspaper is coordinated by DCP Staff.

c. Contractor

i. The hearing notices (see Attachment 2 for hearing notice templates) are duplicated, addressed, and sent via first class mail to owners and occupants within the prescribed radius of the project site, or as otherwise prescribed in the LAMC, as provided by the applicant. When only an adjacent owners list is required, notice is mailed to adjacent owners, as provided by the applicant.

ii. Contractor provides proof of mailing to DCP staff.

iii. All returned hearing notices are scanned and an electronic list of the returns for each case is recorded and forwarded to DCP staff.

iv. Contractor shall also be called upon to process both City initiated and private application cases.

v. Contractor may also be called upon to post the hearing notice at the project site and would be required to show proof of posting to the DCP prior to the date of an application's public hearing.

D. Process Flow

The successful contractor will be required to perform the following tasks:

a. Prepare an instruction form, approved by the City, to be attached to all appropriate DCP application forms, informing the applicant and/or representative of all materials and procedures necessary for mailing through the Contractor.

b. Provide applicant with receipt(s), outlining all contracted services, as required for inclusion in the City file, prior to application being considered complete and accepted for submission by the City.

c. Items to be provided by applicant:

i. A list of required owners, occupants, cities, agencies, with legal descriptions; owner, applicant and representative marked; prepared in the proper format as outlined in instruction form provided on the Mailing Procedures Form on the DCP website.

ii. A perjury statement signed by the preparer will be provided by applicant in accordance with the controlling provisions of LAMC and Departmental procedures. Properly formatted paper labels and/or electronic labels will be provided by the applicant or contracted by applicant for preparation by Contractor.

d. This includes processing an initial invoice with payment from a customer, based on the mailing requirements conveyed by designated DCP staff.

e. Maintain a digital record of all receipts and submitted mailing labels for a minimum of 12 months from the time of the applicant's initial payment to the Contractor.

f. Keep accurate track of the filed data until the City is ready to hear the cases.

i. Filed and stored data should include copies of all items received by the Contractor for each project including but not limited to; records of mailed notices, returned envelopes, mailing lists provided by applicant, receipts of mailing/noticing, mailing/posting affidavits, penalty of perjury statement.

g. Receive the hearing notice from DCP staff and check with DCP staff to verify the proper mailing radius notification, fees paid and other information from the applicant's filing.

h. Duplicate and mail the hearing notices prepared by DCP staff as prescribed in the "General Work" section of this Scope of Work and send Mailing Affidavit to DCP staff.

i. Post the hearing notice at the site and send proof of posting directly to City for inclusion in files when applicant opts, at an additional cost, to request "posting" at the site (pursuant to Ordinance No. 164,845) by the Contractor. Contractor will also send proof of posting by the date of an application's hearing date directly to the City for inclusion in the file as outlined in DCP's On-Site Posting instructions.

j. Monitor all output for quality assurance.

E. Evaluation Process.

1. Level 1—City Contract Compliance Document Review.

Proposals will be reviewed to determine completeness of required documentation and

compliance with the City's administrative and general contracting requirements. Proposers that fail to submit or complete required documentation and/or satisfactorily comply with the City's requirements may be deemed as non-responsive and potentially eliminated from further consideration. In some cases, a grace period may be enacted to allow all proposers a second-chance submission period for missing or incomplete required documentation (informalities/irregularities). Failure to meet the second-chance grace period deadline is a definitive non-responsive act.

2. Level 2—Proposal Evaluation.

A Proposal Evaluation Committee (PEC) will be assembled to evaluate/score the proposals and prepare recommendations for selection. All written responses to the qualifications questionnaire set forth herein will be considered and evaluated. Following the selection, the award of the contract is subject to successful negotiation of the terms and conditions of a contract.

a. Request for Qualifications.

To be added on the prequalified on-call bench list, proposers must receive a minimum score of 85.

3. Proposal Clarification.

At any phase of the evaluation process, the City reserves the right to request that proposers clarify information provided in their proposal, including assumptions used in the proposal. 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 proposal will be deemed non-responsive or evaluated without the benefit of the clarification requested.

If the City determines that all proposers failed to submit the requested information or adequately responded to the same solicitation question or request for data, the City may, at its discretion, issue a solicitation amendment(s) and/or addenda and provide all proposers with an opportunity to respond to the solicitation question. Responses to amendment(s) and/or addenda questions must be submitted in writing by the stated deadline; otherwise, the proposal will be deemed non-responsive or evaluated without the benefit of the clarification requested.

F. Evaluation Criteria.

Evaluation of the proposals will be weighted as follows:

30% - Qualifications of the Firm

- Understanding of the City of Los Angeles Department of City Planning's mailing needs and process.
- Capability to reallocate resources as needed to meet project schedule.
- Experience with projects of similar size and scope.
- Resources available for the project.

25% - Qualifications of the Staff Members

- Project manager(s) and key staff member's background and experience.
- Project manager's(s') communications with clients.
- Time commitment of key individuals.

25% - Operating Methodology

- Tasks and approach clearly described.
- Accessibility for customers and City Staff.
- Timely delivery of services

20% - Cost Effectiveness

- Realistic costs for the services to be performed.

Pass/Fail - References

- Similar projects completed on time and within budget.
- History of effective communication with clients.
- Financial Stability.
- Responsiveness and adherence to all City Requirements.

The successful Proposer(s) will be named after the proposals are evaluated by the Evaluation Committee.

It is the Proposer's responsibility to prepare a proposal that is representative of the Proposer's qualifications. If there is any additional information that would assist the City in its assessment of the proposal, the Proposer should include all such information in its proposal under the title "Additional Information."

The successful proposer(s) will be named after the proposals are evaluated. The Evaluation Committee will make recommendations to the Director of Planning or designee.

It is the proposer's responsibility to prepare a proposal that is representative of the proposer's qualifications.

G. Contract Term.

The term of any contract(s) awarded pursuant to this solicitation shall be for a period of up to 3 years, with a City option for two (2) one- (1) year renewals, from the contract effective date as provided for by the final contract, subject to the termination provisions therein. The contract term is subject to the availability of City budgeted funds. The City may, in its sole discretion, seek an extension of the term beyond the initial 3-year term.

END OF SECTION

PART 2: REQUIREMENTS OF PROPOSAL PACKAGE

The proposal shall include the proposer's best terms and conditions. Submission of the proposal shall constitute a legally binding offer to contract with the City that will remain open and valid for a minimum of twelve (12) months from the submission deadline.

Proposals must be based only on the material contained in this solicitation document, pre-proposal conference responses, amendments, addenda, and other material published by the City relating to this solicitation. The proposer must disregard any previous solicitation draft material. Proposals must be submitted in accordance with the requirements set forth in this solicitation document.

A. Adherence to Proposal Format, Organization, and Content.

The response to this solicitation must be made in accordance with the format set forth in this section. Failure to adhere to this format may be cause for rejection of the proposal as non-responsive.

B. Best Offer.

The proposal shall include the proposer's best terms and conditions. Submission of the proposal shall constitute a firm and fixed offer to the City that will remain open and valid for a minimum of twelve (12) months from the submission deadline.

C. Subcontracting.

Subcontract is not allowed for this project; therefore, any references to subcontracting is this solicitation document shall be disregarded.

D. Proposal Format and Contents.

This solicitation has been structured to provide specific requirements which function as a standardized framework for the evaluation of the proposer's qualifications.

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond what is sufficient to provide a complete and accurate presentation. Submittal of non-relevant or promotional material will result in a lower score. The responses to this solicitation must be made in accordance with the format set forth in this section. Only proposals that have been determined to be responsive will be considered. Failure to adhere to the following format may deem the proposal as non-responsive. Failure to comply with City's contract compliance requirements described in this solicitation document may deem the proposal non-responsive. A checklist is attached to assist with compliance of the City's administrative contract requirements (Attachment 1).

All responsive proposals will be evaluated by the Evaluation Committee whom shall make the final recommendation to the Director of Planning or designee.

1. Table of Contents.

A clear identification of the materials by section and page number.

2. Cover Letter.

The proposal shall contain a one- (1) page cover letter that includes the following:

- Solicitation title.
- RFQ number.
- Date of submission.
- Company legal name.
- Company doing business as name.
- Type of legal entity of business (e.g., Corporation, LLC., etc.)
- Headquarters mailing address.
- Local office mailing address servicing this account (if applicable).
- Name, title, address, telephone number, and email address of the person(s) who will be authorized to represent the proposer regarding all matters related to the proposal.
- The name, title, address, telephone number, and email address of the person(s) who

will be authorized to represent the proposer regarding all matters related to any contract subsequently awarded to the proposer.

- A brief introduction.

This letter shall be signed by any person(s) authorized to bind the company to all commitments made in the proposal. If the proposer is a partnership, the proposal must be signed in the name of the partnership by a general partner thereof. If the proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (Chairman of the Board of Directors; President; or Vice-President and a Secretary, Treasurer, or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All signatures above must be original and in ink or digital equivalent.

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

3. Proposer Signature Declaration Page Regarding Amendment(s) and Addenda.

The City reserves the right to issue amendment(s) and/or addenda to this solicitation document, which may add, remove, change, or otherwise modify any requirements which a proposal must meet to be considered responsive. Such changes may or may not be incorporated into any contract awarded. Prior to the pre-proposal conference (if applicable), the City will consider recommendations or suggestions from proposers regarding any of the solicitation requirements. All recommendations or suggestions must be in writing and submitted to the Contract Administrator.

The proposal shall contain an acknowledgement of receipt of all amendment(s) and/or addenda to this solicitation. Failure to indicate receipt of amendment(s) and/or addenda may result in a proposal being rejected as non-responsive. All amendment(s) and/or addenda will be posted on this solicitation's Regional Alliance Marketplace for Procurement ("RAMPLA") opportunity webpage.

4. Company Biography and History.

Summary of the company's primary area of expertise and industry. History of changes in ownership, affiliation, and/or organization structure within the past five years. Details of any and all instances where the organization was the subject of an investigation by a state or federal agency, or received any adverse media attention in any way. Indicate whether your organization was ever put on probation, debarred, or given any status other than 'acceptable' related to an inspection by any agency.

5. Scope of Work Understanding.

Summary of the proposer's understanding of proposal objectives and SOW.

6. Qualifications of Proposer.

The proposer's team should possess qualifications and previous experience performing the SOW as described in this solicitation. Documentation should be included on the financial status of the proposer to ensure that the proposer will continue business through the term of the contract.

Proposers shall also provide thorough responses to the following list of questions. The response to these questions will be included in the City's evaluation of the proposer. In addition, the responses to these questions may be incorporated into and made a part of any resultant contract. In your proposal, please restate the questions followed by the response.

1) What is the general type of work performed by your company? Does your company have a focus? If yes, please elaborate. State the number of years your company has performed

this type of work.

2) What is your company's experience working with the City of Los Angeles?

3) What is your company's experience with the SOW outlined in this solicitation or similar SOW? State the number of years your company has performed this type of work.

4) Is your company located in the Los Angeles area? Do you have additional offices in Southern California? If your company is located outside of Southern California, what will be done to ensure the department's access to your company's assigned staff?

5) What are your company's quality assurance measures for this type of contract work?

6) Describe your company's experience working on concurrent projects for a single client. How was internal coordination and project management handled?

7) Describe any situation over the past three years in which your company did not complete a contract for a client. Describe the details of the situation and explain the reasons for the incompletion (e.g., company default, client withdrawal, non-payment of invoices, etc.).

8) How is the performance of your managers and any contract management personnel evaluated?

9) What are your company's Equal Employment Opportunity programs and accomplishments?

10) How far in advance would DCP be required to submit hearing notices to your firm depending on the mailing size (quantity of notices to be sent out) and template (See Attachment 2) to ensure timely printing, duplication, and mailing to comply with legal requirements?

11) What are your hours of operation? Are there any days or times of the year that you are closed for business or have reduced staffing?

7. Qualifications of Staff.

This section includes, but is not limited to, a listing of all required personnel and qualifications for each position. A project manager must be identified and designated, and a detailed resume must be submitted. Resumes of other key personnel should be provided.

The proposer's organization will be evaluated based upon the capability of the proposer to meet the terms of this solicitation, such as the ability to accomplish the work within the estimated timeframe, plus the related studies or projects recently completed by the proposer's organization, which demonstrate expertise in accomplishing similar work. The qualifications of proposed staff will be evaluated in terms of their previous experience and capabilities. The relevant experience of key personnel, especially the project manager, will be of major importance in the evaluation of the proposals. Proposers shall provide thorough answers to the following list of questions. In the proposal, each question should be restated followed by the response.

1) Who will be the responsible Principal for the project? What is this person's background, experience and role within the firm? Include a resume of this person.

2) Describe the tasks to be assigned to the Principal and the percentage of time that will be dedicated to these tasks.

3) Who will be the Project Manager(s)? Describe the background, experience, and availability over the life of the contract. Attach a resume for each staff person who will be working on

the project.

4) Describe the tasks to be assigned to the Project Manager and the percentage of time that will be dedicated to these tasks.

5) Identify other professional staff working on this project? What is each person's background and experience? Include a resume of each staff person.

6) Describe the tasks to be assigned to other staff working on this project and the percentage of time that will be dedicated to these tasks.

7) Provide an organization chart of the firm with management personnel names indicated, including the anticipated percent of the time each person would be devoted to the contract.

8) Provide an organization chart for the project, showing relationships between the responsible principal, project manager, and support staff.

9) Provide an organization chart that identifies the Project Principal, Project Manager(s), key staff, and other personnel, include their roles, responsibilities, and their current project obligations.

8. Operating Methodology

Contractor must demonstrate the following in the proposal:

1. Ability to supply all stationery, paper, envelopes, and other supplies needed to duplicate and mail all hearing notices within the code required timeline.
2. Procedure for performing quality assurance and contacting DCP staff for clarification, identification of typographical errors, and verifying accuracy before a Hearing Notice is mailed.
3. Ability to meet mailing requirements within the legal time limits required by Department of City Planning procedures, code /ordinance changes, and technological changes and handle multiple mail outs within a given frame of time.
4. Procedure for receiving hearing notices from staff and mailing them in all required formats requested by DCP staff. Required mailing formats vary by case type and can be found in Attachment 2
5. Proposed method(s) of notice mailing and duplication, adding addresses to envelopes/postcards/fold-overs, including the dimensions (in inches) of postcards and fold-overs that Contractor has the capability to produce.
6. Proposed process for delivering original proof of Hearing Notice posting to the appropriate DCP Division/Unit for inclusion in the case folder.
7. Method(s) of recording undelivered/returned mail and ensuring proper handling by postal service.
8. Proposed process for providing copies of all returned mail and mail mistakenly sent to the Contractor to the appropriate DCP Division immediately and providing DCP with reports and hearing dates for returned mail.
9. Proposed process for submitting, storing, and accessing electronic mailing lists, providing accessibility to the DCP for the purpose of printing, editing, and creating subsequent lists.
10. Ability to provide electronic labels/mailing lists to DCP staff when required.

11. Ability to participate as part of a trouble-shooting body, including Contractor personnel and DCP staff, and ability to meet with and report to DCP contract administration staff on a quarterly basis.
12. Ability to certify by affidavit that Public Hearing Notice mailings, postings, and listing of returned hearing notices were completed according to the requirements and regulations of the LAMC and provide the affidavit to City for inclusion in the official files prior to the scheduled hearing.
13. Ability to provide reports to DCP Staff, on a monthly basis, as to the total volume of mailings completed by Contractor for both City-initiated and applicant-initiated mailings.
14. Description of how applicants will pay Contractor for services and any electronic and/or online payment capability.
15. Ability to provide proof of mailing affidavit to DCP staff electronically.

9. Fee Schedule (Cost Effectiveness)

The Proposer shall provide specific details and cost breakdowns for the services described in Part 1, C. Scope of Work. Responses shall include cost per mailing unit. The Proposer may also provide alternative approaches or costing methods they deem appropriate.

Proposer shall also include the cost of each mailing type in both black and white and color for the templates listed in Attachment 2. A Fee Schedule Template has been provided in Attachment 3.

For reference, City Planning's current mailing contract and procedures for mailing and posting can be found at the links below:

Mailing Procedures
https://planning.lacity.gov/odocument/0fc04592-3185-412a-978f-44d4be16f932/CP13-2074_Mailing_Procedures_05.2023.pdf

Posting
https://planning.lacity.gov/odocument/e348363f-9fbe-4090-ac8a-d2cd7d51ce83/Posting_Instructions_for_Public_Hearing.pdf

Current Mailing Services Contract
https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccon.viewrecord&contractnum=C-139543

Applicant Billing Costs

The exact unit cost for each mailed notice constitutes a crucial portion of this RFQ. Proposers should consider overhead, personnel, materials, postage, and all other relevant costs to provide services in this Scope of Work in determining an appropriate unit cost.

Responses to the RFQ shall include cost per mailing unit and mailing type. Contractor may also provide any alternative approaches or costing methods that they deem appropriate. Please elaborate on different forms of payment available to applicants in your proposal.

The fees are to be paid by the applicant. The exact fee must be determined and collected by the Contractor within the 30-day period following the filing of an application. A detailed description of the process(es) and method(s) Contractor intends to utilize to accomplish this portion of the work must be included in the proposal.

City Billing Costs

Contractor may be called upon to process Hearing and Workshop Notifications, Determination Letters, and other case-related correspondence initiated by City and City Council (City files as applicant with the DCP). The Contractor shall outline the proposed mailing services and costs to the City as a separate line item on the fee/schedule price list and a procedure whereby the City is billed for these services.

Contractor must include a process for submitting, storing, and accessing electronic mailing lists, providing accessibility to the DCP for the purpose of printing, editing, and creating subsequent lists. Costs for this service should be listed as a separate line item.

a. California State Sales Tax.
   Do not include California State sales tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.
b. Federal Excise Tax.
   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. The Department of General Services, upon request, will furnish federal excise exemption certificates.

10. Company Portfolio or Annual Report.
    The proposer shall submit a detailed company portfolio including the company's financial viability within the past three years, credit references, banking references, on-going projects, and all pending litigation in which the company may be directly or indirectly involved.

11. Additional Data.
    a. California State Board of Equalization Permit.
       Proposer must notate the company's State of California Board of Equalization permit number in the proposal. If the company does not have this permit, the proposer must sign the proposal form declaring that the company has no California sales tax permit.
    b. History of Terminated Contracts.
       Proposers must describe any incident within the past ten years in which the company has had a contract terminated for default.
    c. Lobbyist Disclosure.
       Disclose 1) any arrangements your company has with any lobbyists and/or agents representing your company; and 2) any arrangements your company has with an unrelated individual or entity with respect to the sharing of any compensation, fees, or profit received from or in relation to the proposing company being awarded a contract with the City. If any such arrangements exist, describe the nature of the relationship and the manner in which compensation or fees would be shared.
    d. Endorsement Disclosure.
       Disclose any financial relationship your company has with any union, organization, or association in conjunction with an endorsement. Provide details regarding the relationship, including any benefit that will be recognized by the union, organization, or association in the event your company is awarded a contract with the City.
    e. Additional Data.
       Additional information or data that would assist the City in its assessment of the proposal.

12. References.
    The company will be evaluated on its capability to meet the terms of this solicitation and on demonstrated expertise in accomplishing similar work as evidenced by projects recently completed by the company. To assess this capability, proposer shall submit at least three (3) references with

whom in the past five (5) years the proposer has conducted business similar and applicable to this solicitation. The references cannot be subcontractors that the proposer has hired for said referenced project.

For each of the references provided, include a detailed description of the project, services and solutions provided, cost, project timeline, as well as the company name, address, contact person with telephone number and email address. Should a reference not be reachable, the reference will not be considered in the proposal evaluation.

13. Optional Materials and/or Services.

Proposers are encouraged to offer materials and/or services directly related to the SOW within this solicitation but not included in it, which will enhance the project in the fulfillment of the goal(s) of the SOW. Optional materials/services should be clearly delineated as optional in the proposal and separate pricing/cost identified as appropriate. These options may be included in the resultant contract.

14. City of LA Contract Compliance Requirements.

A checklist of the various required documents/forms can be found in Part 5 below. Each document/form can be downloaded from this solicitation's RAMPLA opportunity webpage.

15. Authorized Signatures.

Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. A non-officer individual, with authority to bind the proposer to a contract, is sufficient to sign all applicable documents for this solicitation. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one proposer or one legal entity. The proposal must identify the responsible entity.

E. Preparation and Submission of Proposals.

Each proposal, attachments, and other required forms must be submitted via an electronic cloud-based storage format (e.g., Dropbox, Google Drive, OneDrive, etc.). Access link(s) and any password(s) for password protected folder(s)/file(s) in the cloud storage shall be emailed to planning.contracts@lacity.org with the email subject as follows: "RFQ 2025 Mailing and Notification Services RFQ Submission - *company name"* and received by the Department by 3:00 PM (PT) on October 30 , 2025. Failure to submit cloud access link(s) and password(s) for the proposal by the deadline will deem the proposal non-responsive.

All documents must be in portable document format (PDF) with optical character recognition (OCR) enabled. Submissions are as follows:

1. One (1) unredacted proposal without City contract compliance documents/forms (appendices herein) attached.

2. One (1) redacted proposal without City contract compliance documents/forms (appendices herein) attached for public consumption (see Section III(C)(10), (13), and (14)).

3. One (1) copy of each City contract compliance document/form (appendices herein) each as their own standalone file. Do not combine different documents/forms into one file. Keep them separated.

Timely submission of the proposal is the sole responsibility of the proposer. No fax, hard copy, or flash drive submissions will be accepted. All proposals become the property of the City of Los Angeles.

Please direct all questions to:

Thomas Ho, Contract Administrator
City of Los Angeles
Department of City Planning
200 N Spring St, Rm 575
Los Angeles, CA 90012
thomas.ho@lacity.org

END OF SECTION

PART 3: SOLICITATION PROCESS TERMS AND CONDITIONS

A. Acceptance of Terms and Conditions.

Submission of a proposal pursuant to this solicitation shall constitute acknowledgment and acceptance of all the terms and conditions hereinafter set forth in this solicitation.

B. In Writing.

All proposals must be submitted in writing and proposers shall complete and return any and all applicable documents, including, but not limited to, written responses, questionnaires, forms, appendices, spreadsheets, and any electronic files. The City may deem a proposer non-responsive if the proposer fails to provide all required documentation, copies, or electronic files and eliminated from further consideration in the evaluation process.

C. 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.

D. Proposal Submission Deadline.

Timely submission of proposals is the sole responsibility of the proposer. The City reserves the right to determine the timeliness of all submissions. Prior to the proposal submission due date, a contract compliance document courtesy review period may or may not be offered per the discretion of the Contract Administrator. The proposal must be received by the Contract Administrator at the published location, time, and document format.

E. Cost of Proposals.

The City is not responsible for any costs incurred by proposer while preparing and submitting a proposal. All proposers who respond to the solicitation do so solely at their own expense.

F. Withdrawal of Proposals.

In writing and at any time prior to the proposal submission deadline, proposer may withdraw a submitted proposal. A written request signed by an authorized representative of the proposer must be submitted to the Contract Administrator. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the proposal submission deadline.

G. Late Proposals.

Proposals submitted after the proposal submission deadline shall be considered late. Late proposals will not be considered and will be returned unopened, or in the case of digital copies, deleted from the City's systems.

H. Protests.

1. Protest of Solicitation Document Content.

Any interested party who submits, or who plans to submit a proposal, may file a protest based on the content of this solicitation document within five (5) calendar days after this solicitation is first advertised. The protest shall clearly state the grounds and facts of the protest and the relief sought. Protesters shall submit the protest in writing to the Contract Administrator's email address with a courtesy copy to planning.contracts@lacity.org. Upon review of the protest, if the department deems necessary revisions to the solicitation content, a solicitation addendum will be issued and posted on the solicitation's RAMPLA opportunity webpage. The protester may withdraw its protest at any time before the department issues a final decision.

2. Protest of City of LA Contract Compliance Requirements.

Within five (5) calendar days of the date listed on the notice of disqualification, proposer may file a protest regarding a Non-Responsive disqualification as a result of not meeting the City of LA

contract compliance documents submission requirement. The protest shall clearly state the grounds and facts of the protest and the relief sought. Protesters shall submit the protest in writing to the Contract Administrator's email address with a courtesy copy to planning.contracts@lacity.org. The Director of Planning or will respond to a protest within fifteen (15) business days of receiving it. The decision of the Director of Planning will be final. The protester may withdraw its protest at any time before the department issues a final decision.

3. Protest of Contract Award.

Any party who successfully submitted a proposal, may file a protest based on the contract award within five (5) calendar days after the awardee(s) are advertised. The protest shall clearly state the grounds and facts of the protest and the relief sought. A protest based on non-selection alone or disagreement with the award of the contract is not sufficient grounds for a protest. It is generally accepted that the proposer challenging the award(s) bears the burden of proof in any claim that City committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award(s). Throughout the review process, the City has no obligation to delay or otherwise postpone an award(s) of contract(s) based on a proposer protest. In all cases, City reserves the right to make an award(s) when it is determined to be in the best interest of the City to do so.

Protesters shall submit the protest in writing to the Contract Administrator's email address with a courtesy copy to planning.contracts@lacity.org. The Director of Planning will respond to a protest within fifteen (15) business days of receiving it. The decision of the Director of Planning will be final. Upon review of the protest, if the department sustains the protest, the awarded contract(s) may be rescinded or otherwise modified to remedy the issue(s) of concern in the protest.

The protester may withdraw its protest at any time before the department issues a final decision.

4. Protest Appeal of Contract Award.

Appeals for contracts awarded by the City shall be submitted to the department within five (5) calendar days from the date the original denial of protest of contract award was emailed, delivered, or otherwise communicated. The appellant will be provided with final determination made by a special appeals committee. The protester may withdraw its appeal at any time before the department issues a final decision.

I. Questions Regarding this Solicitation.

All questions concerning this solicitation should be submitted in writing via email to the Contract Administrator by the deadline listed in the solicitation schedule. Identify the solicitation title in the subject line of your message. For each question identify the solicitation section and page number, or the relevant general contracting provision. The City will make every effort to respond to all written questions as soon as practical. All questions and responses, or any other changes to, or interpretation of this solicitation, will be posted on the solicitation's RAMPLA opportunity webpage. Any such changes or interpretations shall become a part of this solicitation and may be incorporated into any contract awarded pursuant thereto.

J. Conferences during the Proposal Period.

Beginning at the time of the publication of this solicitation and after expiration of the time to submit proposals and continuing until a contract has been awarded, all City personnel and all others involved in the project will have been specifically directed against holding any meetings, conferences, or technical discussions with any proposer except as provided in this section.

Proposers shall not communicate in any manner with any representatives of participating agencies regarding this solicitation or the proposals during this period, unless authorized, in writing, by the PEC. Failure to comply with this requirement may result in the termination of further consideration of that proposer's proposal.

K. Proposal Conditions, Limitations, or Alternatives.

Proposals that set forth conditions, limitations, or offer alternatives to those set forth in this

solicitation document may be considered non-responsive and rejected.

L. Solicitation Interpretation, Clarifications, Amendments, and Addenda.

The City reserves the right to issue amendment(s) and/or addenda to this solicitation document, which may add, remove, change, or otherwise modify any requirements which a proposal must meet to be considered responsive. Such changes may or may not be incorporated into any contract awarded. Prior to the pre-proposal conference (if applicable), the City will consider recommendations or suggestions from proposers regarding any of the solicitation requirements. All recommendations or suggestions must be in writing and submitted to the Contract Administrator.

The proposal shall contain an acknowledgement of receipt of all amendment(s) and/or addenda to this solicitation. Failure to indicate receipt of amendment(s) and/or addenda may result in a proposal being rejected as non-responsive. All amendment(s) and/or addenda will be posted on this solicitation's RAMPLA opportunity webpage.

M. Execution of Proposals.

If the Proposer is a partnership, the proposal must be signed in the name of the partnership by a general partner thereof. If the proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a chairman of the Board; President; or Vice-President and a secretary, treasurer, or chief financial officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All signatures above must be in original ink or digital equivalent.

N. Proposal Errors and Omissions.

The proposer is responsible for all errors or omissions found in the proposal. Proposer will not be allowed to amend proposal documents after the proposal submission deadline, except as allowed by notice by the City. The City reserves the right to make corrections for typographical errors, transposition, or other clear and apparent errors. Any changes will be dated, time-stamped, and attached to the proposal.

O. Proposal Cost and Ownership.

Each proposal prepared in response to this solicitation shall be prepared at the sole cost and expense of the proposer and with the expressed understanding that no claims against the City for reimbursement will be accepted. All proposals will become the property of the City and will not be returned to the proposer. The proposer should not include confidential information or trade secrets without expressly stating and identifying the information or trade secrets to be considered confidential since all accepted proposals will become public information. However, if such information is necessary to assure a competitive proposal, then the proposer is to follow the guidelines for confidential information as discussed below.

P. Property of the City and Public Records.

All proposals submitted in response to this solicitation will become the property of the City of Los Angeles and a matter of public record. The proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure under the Public Records Act, (California Government Code § 6250 et seq.).

Any proposer claiming such an exemption must state in the proposal its refusal to disclose such material, trade secrets, or other proprietary information to any party making a request. Additionally, the proposer is required to state in the proposal the following: "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 trade secrets or other proprietary information to any person making a request therefore." Any proposer who fails to include such statements shall be deemed to have waived its right to an exemption from disclosure as provided by said Act.

Q. Confidential Information.

Proposals made in response to this solicitation may contain technical, financial, or other data whose public disclosures could cause substantial injury to the proposer's competitive position or constitute a trade secret. To protect such data from disclosure, the proposer should specifically identify the pages of the proposal that contain confidential information by properly marking the applicable pages and inserting the following notice in front of the proposal:

"*NOTICE*
The data on the pages of this proposal identified by an asterisk (*) or marked along the margin with a vertical line, contain information which are trade secrets and/or whose disclosure would cause substantial injury to the proposer's competitive position. The proposer requests that such data be used only for the evaluation of its proposal but understands that disclosure will be limited to the extent that the City determines is under federal, state, and local law."

In proposals containing proprietary information, proprietary paragraphs, and/or data should be clearly marked as noted above. The proposer must include one additional copy of the proposal with the confidential material redacted or removed from the text so that one copy is available as public material. In accordance with the Public Records Act, this information may, upon request, be released to the public.

The City assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked data are requested, the proposer will be advised of the request and may expeditiously submit to the City a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the City in making its determination as to whether disclosure is proper under federal, state, and local law. The City will exercise care in applying this confidentiality standard, but will not be held liable for any damage or injury that may result from any disclosure that may occur.

The proposer agrees to assume and pay for all costs incurred by the City, including attorney fees awarded by the court, if the proposer requests the City to resist disclosure of material provided to the City by the proposer.

R. Assigned Personnel.

Any change, for any reason, in assigned personnel must be first approved by the City. The City reserves the right to approve or reject any change in personnel.

S. Use of Subcontractors.

If applicable, the City reserves the right to reject any proposal wherein use of subcontractors significantly affects the ability of the proposer to function as the prime contractor on the awarded contract. The prime contractor will always be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them.

Acceptance or rejection of a proposer's request to use subcontractors is at the sole discretion of the City. With written approval of the City, the contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant contract. The City reserves the right to substitute subcontractors as deemed necessary.

The provisions of the resultant contract will apply to all subcontractors in the same manner as to the contractor. 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 contractor.

Upon written request from the City and at no cost to the City, the contractor will supply the City with all subcontractor contracts.

T. Performance Evaluations.

1. Contractor Performance Feedback Meetings.

The proposer awarded the resulting contract is required to attend periodic performance feedback meetings facilitated by the Contracting Administrator. The meetings will focus on the contractor'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.

The Contractor will be responsible for preparing agendas and for distributing minutes to document such meetings within a week after each meeting, as well as any periodic reports required by the City.

2. 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 Contractor and its subcontractors are conducting City business within generally accepted industry standard practices. Each Contractor will be required to cooperate fully with any external audit.

3. Financial Audit.

Firms providing services to the City will be responsible for the verification of the legitimacy of payments made to service providers and their subcontractors. The City therefore reserves the right for staff of its Office of the Controller or their designee to conduct audits of financial accountability procedures.

U. Replacement of Prime Contractor's Staff.

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

V. Cost/Price Analysis

A detailed cost/price analysis may be requested of the proposer in order to determine if the price proposed is fair and reasonable. If the City determines that a cost analysis is necessary, the proposer must be prepared to provide, upon request, summaries of estimated costs and documentation supporting all cost elements.

W. Rights Reserved by the City.

The City reserves the right, at its discretion, to pursue any or all of the following actions regarding this solicitation document:

- Award multiple contracts based upon the evaluation criteria contained in this solicitation document.
- 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 solicitation document or award a sole-source contract with a contractor. The award of the contract is subject to the successful negotiation of the terms and conditions of a contract.
- Reject the proposal of any proposer who has previously failed to perform competently in any prior business relationship with the City.
- Request additional information and/or clarification from the proposers. Failure to respond by the requested deadline will deem the proposal non-responsive.
- Declare as non-responsive and reject any proposals in which information is requested and is not furnished in a timely manner or when a direct or complete answer is not provided.
- Reject any or all proposals, permit the timely correction of errors, or waive minor administrative informalities/irregularities.
- Withdraw this solicitation, extend the submission deadline, or withdraw and reissue the solicitation.
- Shortlist any or all proposals and schedule presentations and/or interviews by the proposers.
- Restrict the review or distribution of all proposals until a contract is awarded. Please note it

is the department's policy to not disclose materials related to competing bids/proposals while the contracting process is still ongoing. The policy is based on controlling law in the State of California. It is on the basis of both our policy and the law that we will decline to produce any requested documents during the contract award and execution process.

The California Supreme Court in Michaelis, Montanari & Johnson v. Superior Court, 38 Cal.4th 1065, 1067 (2006) held that, under California Government Code Section 6255, a public agency may withhold competitive proposals from public disclosure until the "conclusion of the agency's negotiation process, occurring before the agency's recommendation is finally approved by the awarding authority." In weighing the public interest, the Court reasoned that "premature disclosure would reveal specific, confidential details of the competing proposals to the other proposers, thereby potentially impairing the city's negotiation and selection processes." Id. at 1074. Moreover, the Court found that there is no reason "why disclosure of the various proposals prior to negotiations would provide any significantly greater benefit to the public." Id.

- Substitute subcontractors as deemed necessary.
- Terminate the contract upon a thirty- (30) day notice.
- Take whatever other action it deems in its best interest.

The City may consider proposals that contain provisions that deviate slightly from the requirements in this solicitation document, if the deviation(s) are not considered material. However, if the originator of such a proposal is awarded the contract, the proposer will be expected to perform in full compliance with the objectives described herein. This solicitation document does not obligate the City to accept any proposal, negotiate with any proposer, nor award a contract in response to this solicitation document. The exercising of any of the above will not render the City liable for costs or damages.

X. Single Proposal Response.

If only one proposal is received in response to this solicitation document, and it is found by the department to be acceptable, a detailed price/cost proposal may be requested of the single proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for the department, of the detailed price/cost proposal to determine if the price is fair and reasonable. The proposer agrees to such analysis by submitting a proposal in response to this solicitation document. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a proposer's price proposal. It should be recognized that a price analysis through comparison to other similar services must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a similar service. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the proposer's proposal. It is conducted to form an opinion as to the degree to which the proposed costs represent what the proposer's performance should cost.

A cost analysis is generally conducted to determine whether the proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analysis and the results therefrom shall not obligate the department to accept such a single proposal and the department may reject such proposal at its sole discretion.

Y. Insurance Requirements.

The proposer will be required to maintain insurance in effect during the term of the contract as set forth in the Standard Provisions attached to this solicitation document. Small contractors can also obtain general liability coverage from the City's Service Providers, Artisan, and Trade Activities Program (SPARTA). For more information regarding the SPARTA, please go to the City's Risk Management website at cao.lacity.org/risk.

Z. Award and Execution of Contract.

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

Please note that the City takes a legal approach whereby all contracts contain an order of precedence. In the event of a discrepancy between the provisions of the Contractor's documents and the City's documents, the City's documents take precedence with respect to resolution of the discrepancy.

The proposer to whom a contract is awarded shall be required to enter a written contract with the City in a form approved by the City Attorney. This solicitation document 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 proposer. The City may select and award contract(s) to one or more contractors for the scope of work described in this solicitation document.

Qualified proposers will be evaluated and selected according to the selection criteria set forth in this solicitation document. The department will execute the contracts with the selected proposers, subject to the approval of the Mayor, Council (if applicable), and the City Attorney as to form and legality.

A proposer will not be recommended for contract award, regardless of the merits of the response submitted, if it has a history or current status of noncompliance with the City or other agency.

In the case of this Request for Qualifications (RFQ) solicitation, when contractor services are needed, the Applicant shall select the contractor for applicant-initiated mailings. The Department will select the contractor for City-initiated mailings based on pricing, timing, mailing volume and availability.

Entering a contract does not guarantee award of any work. The Department reserves the right not to utilize any or all contractors for any services.

AA. Limitations.

1. Notwithstanding any other provisions of this solicitation document, the City reserves the right to reject all proposals and to waive any submission or task contained within a proposal, if doing so would be to the advantage to the City or its taxpayers.

2. The proposer understands and agrees that the City shall have no financial responsibility for any costs incurred by the proposer in responding to this solicitation.

3. The City requires that every proposal, bid, or offer shall have thereon or attached thereto the affidavit of the proposer indicating that: such proposal is genuine, not sham or collusive, nor made in the interest of any person therein named; that the proposer has not directly or indirectly induced or solicited any other proposer to submit a sham proposal or to refrain from proposing; and that the proposer has not in any manner sought by collusion to secure for himself an advantage over any other proposer. Proposal made without such affidavit, or found to be in violation thereof, shall not be considered.

4. Conflict of Solicitation Document Provisions.

In case of a conflict between any provisions in this solicitation document with the provisions in the City's Standard Provisions for City Contracts, the provisions in the City's Standard Provisions for City Contracts shall prevail. Similarly, in case of a conflict between any provisions in this solicitation document with the provisions in the attached City's administrative and general contracting documents, the provisions in the City's administrative and general contracting documents shall prevail.

5. Proposal and Evaluation.

The PEC will score and rank all the proposals and make award recommendations to the Director of Planning or designee.

BB. Bond Assistance Program.

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

END OF SECTION

PART 4: CITY OF L.A. CONTRACTOR COMPLIANCE REQUIREMENTS

The following sections summarize the various City of Los Angeles contract compliance requirements. Attached to this solicitation document are the associated forms and instructions as applicable.

Section 1: Submitted with Proposal Package.

Proposers are required to complete and submit the following documents with their proposal package.

A	Business Inclusion Program N/A – Not required for this solicitation
B	Bidder Certification CEC Form 50 (Municipal Lobbying Ordinance)
C	Prohibited Contributors (Bidders) CEC Form 55 (Campaign Finance Ordinance)
D	Non-Collusion Affidavit
E	Contractor Responsibility Ordinance Questionnaire
F	City of Los Angeles Contract History Form
G	Contractor Workforce Information Form (LA Residence Information)
H	Certification of Compliance with Child Support Obligations
I	Iran Contracting Act of 2010 Compliance Affidavit
J	Living Wage Ordinance (LWO) / Worker Retention Ordinance (WRO)

A. Business Inclusion Program –

N/A

B. Bidder Certification CEC Form 50—Municipal Lobbying Ordinance.

The Municipal Lobbying Ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing decisions of City government. Proposers are required to submit with their response a completed and signed Bidder Certification City Ethics Commission (CEC) Form 50 acknowledging that, if the proposer qualifies as a lobbying entity under Los Angeles Municipal Code (LAMC) § 48.02 (the exemptions in LAMC § 48.03 do not apply), the proposer agrees to comply with the disclosure requirements and prohibitions established in the Municipal Lobbying Ordinance.

C. Prohibited Contributors (Bidders) CEC Form 55—Campaign Finance Ordinance.

Charter § 470(c)(12) and related ordinances state that proposers may not make campaign contributions to and/or engage in fundraising for any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate from the time they submit a response until either the contract is approved or, for awarded proposers, twelve (12) months after the contract is signed. The proposer who bids on or submits a proposal or other response to a contract solicitation and subcontractors expected to receive One-Hundred Thousand and no/100 Dollars ($100,000) or more in work on the contract are subject to limitations on campaign contributions and fundraising. Proposer's principals, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

By submitting the Prohibited Contributors (Bidders) CEC Form 55, as prescribed by the City Ethics Commission, the proposer acknowledges and agrees to comply with the requirements of Charter § 470(c)(12) and related ordinances.

D. Non-Collusion Affidavit.

Pursuant to LAAC § 10.15, each response must include a statement submitted and signed by the proposer under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the proposer has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the proposer has not in any manner sought by collusion to secure an advantage over any other proposer.

E. Contractor Responsibility Ordinance Pledge of Compliance.

The Contractor Responsibility Ordinance (LAAC § 10.40 et seq.) provides that, unless specifically exempt, City contractors working under service contracts of at least Twenty-Five Thousand and no/100 Dollars ($25,000) and three (3) months, contracts for the purchase of goods and products of at least receive One-Hundred Thousand and no/100 Dollars ($100,000), contracts for the purchase of garments of at least Twenty-Five Thousand and no/100 Dollars ($25,000), construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, must comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the Contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any of its subcontractor(s), must submit the Pledge of Compliance with Contractor Responsibility Ordinance.

F. City of Los Angeles Contract History.

The City Council passed a resolution (Council File 98-1331) on July 21, 1998 requiring that all proposers responding to a procurement solicitation must supply in their response a list of all City of Los Angeles contracts held by the proposer or any affiliated entity during the preceding ten (10) years.

G. Contractor Workforce Information (LA Residence Information).

All proposers must complete the Los Angeles Residence Information form in order to be considered for a contract award. An important policy goal of the City is to encourage businesses to locate or remain in the City. To track that goal effectively, the Los Angeles City Council, on January 7, 1992, adopted a motion (Council File 92-0021) that requires all City departments to gather various information on contractors who conduct business with the City and all proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

The following information is to be included in each proposal:

a) The headquarters address of the firm and the total number of employees, regardless of work location;
b) The percentage of the firm's total workforce employed within the City and the percentage residing within the City; and,
c) The address(es) of any branch office(s) located within the City and the total number employed in each Los Angeles branch office, the percentage of the work force in each Los Angeles branch office that is employed within the City, and the percentage residing within the City.

H. Child Support Obligations.

LAAC § 10.10 requires all contractors and subcontractors performing work for the City to comply with all State and Federal reporting requirements and wage and earning assignments relative to legally mandated child support. Proposers must complete and return the attached form and agree to comply with all terms and conditions within. Furthermore, proposers are advised that any contract awarded pursuant to this procurement process will be subject to the applicable provisions of the Child Support Obligations Ordinance.

I. Iran Contracting Act of 2010.

By California Public Contract Code §§ 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City for goods and services estimated at One Million and no/100 Dollars ($1,000,000) or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

J. Living Wage Ordinance / Worker Retention Ordinance.

Unless approved for an exemption, contractors under contracts primarily for the furnishing of

services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand and no/100 Dollars ($25,000) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of LAAC § 10.37 et seq., Living Wage Ordinance (LWO), and § 10.36 et seq., Worker Retention Ordinance (WRO).

Forms LW-5, LW-6, and LW-18 will be required from the successful proposer and their subcontractors within thirty (30) days of contract execution. These forms are available at the Living Wage Printable Forms and Posters section of the Bureau of Contract Administration's (BCA) LWO information page.

Proposers who believe that they meet the qualifications for one of the exemptions shall 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). These forms and more detailed information about the ordinances are available on BCA's website at bca.lacity.org.

Section 2: Submitted with Proposal via the Regional Alliance Marketplace for Procurement.

Proposers are required to complete and submit the following documents by the proposal due date via the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMPLA) web portal (rampla.org).

K	Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO)
L	Disclosure Ordinances (Slavery and Border Wall Contracting)
M	Local Business Preference Program (LBPP) ONLY required if proposer chooses to participate in Program.

K. Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO).

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), proposers are required to complete a streamlined Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit webform that is located on RAMPLA. Proposers are responsible for creating a RAMPLA profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

a. Equal Benefits Ordinance (EBO).

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of LAAC § 10.8.2.1, Equal Benefits Ordinance (EBO).

All proposers shall complete and electronically sign the EBO/FSHO Compliance Affidavit, available on the RAMPLA, prior to award of a City contract that exceeds Twenty-Five Thousand and no/100 Dollars ($25,000). The affidavit shall be valid for a period of three (3) years from the date it is first submitted on the RAMPLA. Proposers 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 EBO/FSHO Affidavit.

Proposers seeking additional information regarding the requirements of EBO may visit BCA's website at bca.lacity.org.

b. First Source Hiring Ordinance (FSHO).

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty-Five Thousand and no/100 Dollars ($25,000) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of LAAC § 10.44 et seq., First Source Hiring Ordinance (FSHO).

All proposers shall complete and electronically sign the EBO/FSHO Compliance Affidavit, available on the RAMPLA, prior to award of a City contract. The affidavit shall be valid for a period

of three (3) years from the date it is first submitted on the RAMPLA.

Proposers seeking additional information regarding the requirements of FSHO may visit BCA's website at bca.lacity.org.

L. 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 solicitation will be subject to the SDO, LAAC § 10.41, and the DBWCO, LAAC § 10.50. Proposers are required to complete a streamlined Disclosure Ordinances Compliance Affidavit webform that is located on RAMPLA.

Proposers are responsible for creating a RAMPLA profile and completing and submitting the Disclosure Ordinances Compliance Affidavit. The affidavit can be found by navigating to the "My Business Profile" page and clicking on the "Compliance Documents" link.

The affidavit should be completed and submitted by the proposal due date. The affidavit will be verified by BCA only if your company is the successful proposer selected for contract award. Proposers seeking additional information regarding the requirements of the SDO and the DBWCO may visit BCA's website at bca.lacity.org.

M. Local Business Preference Program.

Per City of Los Angeles Ordinance No. 187121 and LAAC § 10.25, et seq., the City is committed to maximizing opportunities for local businesses, local small businesses in Los Angeles County, and business entities working with the hardest-to-employ populations. It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The new Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. Criteria and instructions for participation in the LBPP are set forth herein.

Section 3: Submitted Immediately Prior to Contract Execution.

Qualified or selected proposers for contract award are required to submit these documents before the contract is executed.

N	Contractor Responsibility Ordinance Pledge of Compliance
O	Certification of Compliance with the Americans with Disabilities Act
P	Insurance Requirements: Workers' Compensation, General Liability, Auto Liability Proposer's insurance agent must submit Acord 25 Form to CAO Risk Management at kwikcomply.org
Q	Business Tax Registration Certificate (BTRC)
R	Internal Revenue Service (IRS) Form W-9

N. Contractor Responsibility Ordinance.

Proposers are advised that any contract awarded pursuant to this procurement process will be subject to the provisions of the Contractor Responsibility Ordinance (CRO), LAAC § 10.40 et seq. The CRO requires a determination, via the Responsibility Questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles.

O. Certification of Compliance with the Americans with Disabilities Act.

The City is a covered entity under Title II of the Americans with Disabilities Act, 42 U.S.C.A. § 12131 et seq. Proposers awarded a contract through this procurement process must comply with the Americans with Disabilities Act and execute the Certification of Compliance with the Americans with Disabilities Act prior to the execution of a contract.

P. Insurance Requirements: Workers' Compensation, General Liability, Auto Liability.

The proposer, prior to the execution of a City contract, must furnish the City evidence of insurance coverage as set forth in Exhibit 1 of the Standard Provisions for City Contracts (Form Gen. 146, attached herein). The City may also require the proposer to have fidelity, surety bond, performance bond, or letter of credit to ensure satisfactory performance during the term of contract. Such requirements are also included in the Exhibit 1 of the Standard Provisions for City Contracts. Furthermore, the Contractor will also be required to indemnify the City in accordance with the provisions set forth in PSC-18 Indemnification of the Standard Provisions for City Contracts.

Q. Financial Guarantee: Performance Bond, Letter of Credit, etc.

A performance bond may be required once an as-needed project is awarded to a contractor. If it is determined that a performance bond is required, the awarded contractor(s) will be required to maintain a minimum performance bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a performance bond is required, it is requested that acceptable bond documents be submitted within ten (10) business days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

R. Business Tax Registration Certificate.

The City of Los Angeles requires all firms and individuals doing business within the City of Los Angeles to obtain the necessary tax registration certificate(s) and pay City business taxes. All firms and individuals that conduct business with the City of Los Angeles will be required to provide a business tax registration certificate (BTRC) number or an exemption number as proof of compliance with the City's business tax requirements in order to receive payment for goods or services. To register for a BTRC, go to the Office of Finance website at finance.lacity.org.

S. Internal Revenue Service Form W-9: Request for Taxpayer Identification Number and Certification.

The City of Los Angeles requires all firms and individuals doing business with the City of Los Angeles to complete a Form W-9, as required by the Internal Revenue Service (IRS), in order for the City to conduct financial transactions with said entities, such as returning proposal deposits, or processing payments.

Section 4: Other Compliance Provisions.

Proposers are advised the following provisions will be part of the contract. No forms or documents are required to be submitted as it relates to these provisions.

T	Nondiscrimination / Equal Employment Practices / Affirmative Action
U	Contractor Performance Evaluation Ordinance
V	Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance (Fair Chance Initiative for Hiring)
W	Executive Directive 35 Compliance
X	Zero Waste Ordinance
Y	Standard Provisions for City Contracts

T. Nondiscrimination / Equal Employment Practices / Affirmative Action Program (Non-Construction and Construction).

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

All contracts (both construction and non-construction) for which the consideration is One Thousand and no/100 Dollars ($1,000) or more shall comply with the provisions of LAAC § 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor 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) for which the consideration is Twenty-Five Thousand and no/100 Dollars ($25,000) or more shall comply with the provisions of LAAC § 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors 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 (OCC) upon request.

Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices, and Affirmative Action Program may visit BCA's website at bca.lacity.org.

U. Contractor Performance Evaluation Ordinance.

At the end of this contract, 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 LAAC § 10.39.2, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the contractor assigns to the contract. A contractor 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 contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

V. Fair Chance Initiative for Hiring Ordinance.

City contractors and subcontractors with ten (10) or more employees are prohibited under LAAC § 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 (contractors and subcontractors must also comply with State requirements regarding the use of criminal history information in the job application process). Contractors 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. Additional information and forms may be found on BCA's website at bca.lacity.org.

W. Executive Directive 35 Compliance.

Respondents are advised, pursuant to Mayor Garcetti ED35, if a proposer is selected and awarded a contract, and if the contractor is a for-profit company or corporation, the contractor shall, within thirty (30) days of the effective date of the contract and on an annual basis thereafter (i.e., within thirty (30) days of the anniversary of the effective date of the contract), report the following information to City via the RAMPLA or via another method specified by City: contractor's and any subcontractor's annual revenue; number of employees; location; industry; and race/ethnicity and gender of majority owner ("contractor/subcontractor information"). On an annual basis, the contractor shall further request that any subcontractor input or update its business profile, including the contractor/subcontractor information, on RAMPLA or via another method prescribed by City.

X. Zero Waste Ordinance.

The Zero Waste City Facilities and Events on City Property Ordinance (LAAC § 10.53) became effective on January 23, 2023. City facilities, City-permitted events held on City property, food or beverage providers, and other retailers operating on City property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in City facilities and at events on City property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any contractor that is a

Food or Beverage Provider pursuant to LAAC § 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, LAAC § 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the contract by reference. Any subcontract entered into by the contractor for work to be performed under the contract must include an identical provision. For more information, please contact the Department of Public Works, Bureau of Sanitation (lacitysan.org).

Y. Standard Provisions for City Contracts.

Any contract awarded pursuant to this procurement process will be subject to the Standard Provisions for City Contracts.

END OF SECTION