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REQUEST FOR PROPOSALS (RFP) FOR INTERACTIVE VOICE RESPONSE SERVICES

RFP NO. 2025IVR010

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

| Event / Location | Reference | Date |
|--|-------------|---|
| RFP Released on RAMP | N/A | Thursday, September 11, 2025 |
| Mandatory Proposers Conference Register at: http://bit.ly/3HrJHLm | Section 4.4 | September 25, 2025 at 10:00 a.m. (Pacific Time) |
| Business Inclusion Program (BIP) Outreach Deadline via RAMP | Section 8.8 | Wednesday, October 15, 2025 no later than 11:59 p.m. (Pacific Time) |
| Deadline for Written Questions Submit by email only to: LADBS.Contracts@lacity.org | Section 4.5 | Thursday, October 16, 2025 no later than 10:00 a.m. (Pacific Time) |
| Proposal Submission Deadline | Section 4.6 | Thursday, October 30, 2025 no later than 10:00 a.m. (Pacific Time) |
| Preferred Vendor Notification | N/A | January 2026 (estimate) |
| Contract Execution | N/A | July 2026 (estimate) |

As a covered entity under Title II of the Americans with Disabilities Act (ADA), 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. For additional information, please contact the RFP Administrator at (213) 482-6776 or LADBS.Contracts@lacity.org.

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SECTION 1. INTRODUCTION

The mission of the City of Los Angeles Department of Building and Safety (LADBS) is to protect the lives of the residents and visitors of the City of Los Angeles and enhance the quality of life, housing, economic prosperity, and job creation citywide. Through a timely, cooperative, and transparent process, the Department advises, guides, and assists customers to achieve compliance with the Building, Zoning, Plumbing, Mechanical, Electrical, Disabled Access, Energy, and Green Codes, and local and State laws to build safe, well, and fast.

The LADBS Interactive Voice Response (IVR) system supports this mission by providing two applications: Automated Inspection Request System (AIRS) and the Inspection Call Back System (ICBS). These applications are essential to the Department's daily operations. The AIRS allows customers to conveniently schedule inspections at any time without needing to speak directly to staff, reducing wait times and administrative workload, while the ICBS provides timely updates of the LADBS Inspector's arrival to the project site on the day of the inspection. LADBS must ensure the proper requirements and support of the IVR System are met to ensure high levels of functionality and avoid any lapse in services for its customers.

It is the Proposer's responsibility to thoroughly read and understand this RFP before submitting a response.

SECTION 2. DEFINITIONS

The following terms shown below in bold print and defined in italics, whether used in this RFP or a Contract resulting from this RFP, shall be defined and interpreted as follows:

2.1 General RFP Definitions

- 2.1.1 **CITY**: The City of Los Angeles, California, a municipal corporation.
- 2.1.2 **CONTRACT ADMINISTRATOR**: The LADBS employee from the Contracts and Support Services Division designated as the Department Contract Coordinator, and who is responsible for overseeing the Department's request for proposals/bids/quotes processes and contracts executed therefrom.
- 2.1.3 **CONTRACT OR "AGREEMENT"**: The particular Contract executed by the Contractor and the City, as a result of this Request for Proposals (RFP), and of which this RFP shall be a part. "Contract" and "Agreement" may be used interchangeably. The following documents shall constitute a part of the Contract: Contract, RFP, Contractor's Response, and Plans (if any).
- 2.1.4 **CONTRACTOR OR VENDOR**: The person, partnership, firm or corporation to whom this Contract is awarded by the City as a result of this RFP, and who is a party thereto. Contractor may be used interchangeably with "Proposer."
- 2.1.5 **DEPARTMENT, LADBS, OR DBS**: The City of Los Angeles Department

of Building and Safety. "Department," "LADBS", or "DBS" may be used interchangeably with "City."

- 2.1.6 **GENERAL MANAGER:** The General Manager of the City of Los Angeles Department of Building and Safety, or an authorized representative of the General Manager.
- 2.1.7 **REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT ("RAMP")** (<http://rampla.org>): formerly known as the LOS ANGELES BUSINESS ASSISTANCE VIRTUAL NETWORK ("LABAVN"). The City's repository and information site regarding all solicitation opportunities.
- 2.1.8 **REQUEST FOR PROPOSALS (RFP):** This document which is used by proposers as a basis for their response.
- 2.1.9 **RESPONSE:** A formal written response prepared and submitted in accordance with and in response to this Request for Proposal.
- 2.1.10 **RFP ADMINISTRATOR:** The LADBS employee(s) from the Contracts and Support Services Division responsible for administering this Request for Proposals. The primary assigned RFP Administrator will be listed under the Contact section of this RFP's advertisement on the Regional Alliance Marketplace for Procurement ("RAMP"), and any additional RFP Administrators will be identified at the Proposers conference.
- 2.1.11 **SUBCONTRACTOR:** Any person, firm, or corporation other than an employee of the Contractor, supplying under the Contract, labor or materials, or both.
- 2.1.12 **WORK:** Labor, services, and/or materials required by the City under the resulting Contract.
- 2.1.13 **WORKING DAY:** Working Day is synonymous with "business day." Business days are Monday through Friday, excluding the following holidays:
- | | |
|-------------------------------------|----------------------------------|
| ◆ <i>New Year's Day</i> | ◆ <i>Labor Day</i> |
| ◆ <i>Martin Luther King Jr. Day</i> | ◆ <i>Indigenous People's Day</i> |
| ◆ <i>President's Day</i> | ◆ <i>Veteran's Day</i> |
| ◆ <i>Cesar Chavez Day</i> | ◆ <i>Thanksgiving Day</i> |
| ◆ <i>Memorial Day</i> | ◆ <i>Day After Thanksgiving</i> |
| ◆ <i>Juneteenth Day</i> | ◆ <i>Christmas Day</i> |
| ◆ <i>Independence Day</i> | |
- 2.1.14 **WORKING HOURS:** The City's normal business hours are from 7:00 a.m. to 4:30 p.m. The Contractor must list any additional charges for "same day", "next day," and "off-hours" processing for each deliverable contained in this RFP in the event the City requires a "rush" or "expedited turnaround time." Refer to Section 2.1.13 for definition of Working Day.

SECTION 3. RFP SPECIFICATIONS

Proposers are reminded and encouraged that they may solicit the assistance of subcontractors to perform any portion of the Scope of Work that the Proposer cannot perform in-house or that could be performed more efficiently by a subcontractor. Please refer to Section 6.8, Section 7.9, and Attachment 15 of this RFP for additional information on subcontracting.

3.1 Term

The term of any Contract resulting from this RFP may be for a period of up to three (3) years from the “effective date” of the contract, unless terminated earlier as set forth in PSC-9, Standard Provisions (Rev. 1/25 [v.2]) of Attachment 1 to this RFP.

3.2 Changes in Scope of Services

During the RFP process, LADBS reserves the right to change, add to, or delete any part of this RFP. Additions, deletions, or modifications to the original RFP will result in an RFP addendum, which will become an integral part of the RFP and/or any submitted responses.

Any subsequent change to or interpretation of the RFP will be posted on the City of Regional Alliance Marketplace for Procurement (RAMP), which requires registration by Proposers, and any such changes or interpretations shall become a part of said RFP and may be incorporated into any Contract awarded. Should a Proposer object on any ground to any provision or legal requirement set forth in the RFP, or any addendum to the RFP, the Proposer must, not more than ten (10) calendar days after the RFP is issued, or not more than ten (10) calendar days after any subsequent addendum to the RFP is issued, provide written notice to LADBS setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

Proposer shall acknowledge receipt of addenda in Exhibit 2 – General Information Form. Only written interpretations or corrections by means of an addendum shall be binding. Proposer shall not rely upon information given by any other method.

3.3 Scope of Work

The scope of work shall be based on Appendix 1 – Scope of Work.

SECTION 4. INSTRUCTIONS TO PROPOSERS

It is the City’s intent to award a Contract, in a form approved by the City Attorney, to the selected Proposer(s). This RFP and the Response submitted or any part thereof may be incorporated into and made a part of the Contract. It is requested that Responses be prepared simply and economically, avoiding the use of unnecessary promotional material or other materials not specific to this RFP.

Please be advised that RAMP Support may take up to 10 **business** days to respond to technical or general inquiries, including any RAMP specific compliance or outreach items.

To avoid delays, proposers are encouraged to plan ahead and complete RAMP-related activities early. All RAMP support requests must be submitted exclusively through a Service Now (SNOW) Ticket at <http://snow.lacity.org/rampla>. As outlined in Section 4.7 of the RFP, late Responses will not be considered for award and will not be reviewed further.

4.1 Response Submission Requirements

Responses shall be based only on the material contained in the RFP, proposers conference responses, amendments, addenda, and other material published by the City relating to the RFP. The Proposer shall disregard any previous draft material and oral representations that may have been obtained by the Proposer. Responses shall be submitted in accordance with the requirements set forth in this RFP.

4.1.1 Written Requirements

All Responses must be submitted in writing, and Proposers shall complete and return all applicable documents, including forms, appendices, specifications, drawings, and any technical and/or illustrative literature.

All submittal forms include maximum page limit requirements. Proposers **MUST NOT** exceed the maximum page limits. Proposers shall use Arial font with a minimum font size of 10 on all submittal forms.

The City may deem a Proposer non-responsive if the Proposer fails to provide all required documentation or fails to adhere to maximum page limit requirements.

4.1.2 Language and Units of Measurements

This RFP and all documents submitted by a Proposer in connection with this RFP shall be written in English. All numerical data furnished herein shall use the dollar-foot-pound-seconds units of measurement.

4.1.3 Non-Proprietary Solutions

Responses shall incorporate non-proprietary solutions and services. A Proposer incorporating proprietary solution components must justify these components in writing in the “Omissions, Deviations, and Alternatives” section of the Response, as described in Section 4.2.6.

Responses which impose conditions or limitations on the requirements set forth in this RFP may be considered non-responsive and rejected.

4.1.4 Information Requested and Not Furnished

The information requested and the manner of submission are essential to prompt evaluation of all Responses. Accordingly, the City reserves the right to declare as non-responsive and reject any Responses in which

information is requested and is not furnished, or when a direct or complete answer is not provided.

4.1.5 Authorized Signatures

Responses shall be signed by a duly authorized officer (e.g., a Chairman of the Board; President or Vice President and a secretary, Treasurer, or Chief Financial Officer; or equivalent) eligible to sign contract documents and authorized to bind the company to all commitments made in the Response. That representative shall have authority to bind the Proposer to all provisions of the Response, the RFP, any subsequent changes, and to the contract if an award is made.

Consortiums, joint ventures, or teams submitting Responses will not be considered responsive unless it is established that all contractual responsibility rests solely with one Proposer or one legal entity. The Response must identify the responsible entity.

All above signatures may be electronic or digital signatures.

4.1.6 Affidavit of Non-Collusion

As set forth in Section 371(d) of the City Charter, each Proposer must include in their Response the Affidavit of Declaration of Non-Collusion (Attachment 7):

“The undersigned declares under penalty of perjury that this proposal is genuine and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.”

Any Response not accompanied by the Affidavit shall not be considered, and any Proposer submitting a falsified affidavit may be excluded from submitting further Responses.

4.1.7 Response Errors

Proposer is liable for all errors or omissions incurred by Proposer in preparing the Response. Proposer will not be allowed to alter Response documents after the Proposal Submission Deadline.

The City reserves the right to make corrections or amendments due to errors identified in the Response by the City or the Proposer. This type of correction or amendment will only be allowed for errors such as typing, transposition, or any other obvious error. Any changes will be dated and attached to the Response. All changes must be coordinated in writing with, authorized by, and made by the Contract Administrator.

4.1.8 Waiver of Minor Administrative Irregularities

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

4.1.9 Interpretation and Clarifications

The City will consider prospective recommendations or suggestions regarding any requirements before the Deadline for Written Questions. All recommendations or suggestions must be in writing and submitted to the Contract Administrator. The City reserves the right to modify requirements on any RFP if it is in the best interest of the City.

4.1.10 Proposal and Email Submission Requirements

In lieu of submitting physical copies of their Responses, Proposers must submit their Response package via email (“Email Submission”). Email Submission must include one (1) single PDF file containing the Proposer’s complete Response package, as well as all relevant attachments and exhibits as individual files in native (typically MS Word or Excel) formats. Please refer to Section 4.2, Response Format Requirements for further details.

Proposals must be submitted via email to LADBS.Contracts@lacity.org to be considered responsive. Proposers shall include reference to the RFP number in the subject line of their email and adhere to the following additional requirements:

- The maximum size of an email submitting the Response package, including all attachments in PDF and native (MS Word or Excel) formats, must be 25 MB or less. Proposers are solely responsible for ensuring that email submissions comply with any size restrictions imposed by the Proposer’s internet service provider;
- Proposers should endeavor to submit the Response package in a single email and avoid sending multiple email submissions in response to this RFP. However, if the file size of an email exceeds the applicable maximum size, the Proposer may make multiple submissions (multiple emails in response to the same RFP) to reduce attachment file size to be within the maximum allowed size. In the event multiple emails are necessary due to size restrictions, Proposers shall identify the order and number of emails making up the Response submission (e.g. “email 1 of 3, email 2 of 3, email 3 of 3”);
- Proposals submitted via email must be sent from one email address, which must be consistent with the email provided by the Proposer in Exhibit 2 – General Information Form, Proposer Overview section, item number six (6). LADBS reserves the right to seek clarification or reject the Response as nonresponsive if

LADBS is unable to determine what documents constitute the complete Response;

- Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proposers submitting proposals via email are solely responsible for ensuring that any emails or attachments are not corrupted. LADBS may reject proposals that are compressed, cannot be opened, or that contain viruses, malware, or corrupted attachments;
- The Proposer bears all risk associated with delivering its Response package via email, including but not limited to delays in transmission between the Proposer's computer and the City of Los Angeles email system; and
- While LADBS requires Email Submission of Responses, the Proposer acknowledges that email transmissions are inherently unreliable. The Proposer is solely responsible for ensuring that Email Submission of its Response and all attachments have been received before the Proposal Submission Deadline. The date and time of the Email Submission is determined by the records of the City of Los Angeles email system. Once submission deadlines have passed, Proposers will not be permitted to resubmit their Response if the City of Los Angeles email system rejects an Email Submission for any reason.
- The Proposer is strongly advised to contact the LADBS Contracts and Support Services Division by telephone at (213) 482-6776 during Working Hours, if (i) the Proposer's Email Submission is rejected by the City of Los Angeles email system, or (ii) the Proposer does not receive a response email from LADBS confirming receipt of the Email Submission and all attachments within two (2) hours during Working Hours from the time the email was sent by the Proposer. Please note: The City's business hours , excluding holidays, are described in Section 2.1.14.

4.2 Response Format Requirements

Responses to this RFP shall be made in accordance with the format and requirements set forth in this section. Failure to adhere to these formatting

requirements and utilize prescribed submittal forms may be cause for rejection of the Response as non-responsive.

Proposers shall submit: one (1) single PDF file containing their complete Response; and six (6) individual native versions of the Proposer’s response forms (Exhibits 1, 2, 3, 4, 6, as MS Word files; Exhibit 5, as an MS Excel file).

The PDF Response shall be organized in the order presented below, with any additional attachments to follow:

Table 4.2 – Order of Response Documents

| Order | Item Description |
|--------------|--|
| 1. | Cover Letter |
| 2. | Table of Contents |
| 3. | Exhibit 1 – RFP Checklist |
| 4. | Exhibit 2 – General Information Form |
| 5. | Exhibit 3 – Narrative Response Form |
| 6. | Exhibit 4 – Proposer References Form |
| 7. | Exhibit 5 – Proposer Cost Form |
| 8. | Exhibit 6 – Additional Information Form |
| 9. | Attachment 5 – Contractor Responsibility Ordinance (CRO) Questionnaire |
| 10. | Attachment 6 – Living Wage Ordinance & Worker Retention Ordinance Exemption/Non-Coverage Application [if applicable] |
| 11. | Attachment 7 – Non-Collusion Affidavit |
| 12. | Attachment 11 – City of Los Angeles Residence Information |
| 13. | Attachment 12 – Certification of Compliance with Child Support Obligations |
| 14. | Attachment 13 – Certification Regarding Compliance with the Americans with Disabilities Act |
| 15. | Attachment 14 – Municipal Lobbying Ordinance (MLO) Form 50 & Form 55 |
| 16. | Attachment 15 – Schedule A: Subcontractors Information Form [if applicable] |
| 17. | Attachment 18 – California Iran Contracting Act of 2010 Compliance Affidavit [if applicable] |

4.2.1 Cover Letter and Table of Contents

Each Response package must include a cover letter limited to one page. The cover letter must include the title, address and telephone number of the person or persons authorized to represent the Proposer regarding all matters related to the Response and any Contract subsequently awarded to said Proposer. This letter shall be signed by a person(s) authorized to bind the company to all commitments made in the Response per Section 4.1.5.

Immediately following the cover letter, there shall be a comprehensive table of contents which must include a clear description of the content of the Response identifying the information set forth therein by sequential page number and by section reference number.

4.2.2 General Information Form

Proposer shall submit Exhibit 2 – General Information Form to provide the following information:

4.2.2.1 Proposer Overview and Signature Declaration

This section shall include the company name, company address, name of principal officer, web URL, name and contact number of the primary contact person for clarifications on the submitted proposal, and identification and signature of the person authorized to represent the Proposer regarding all matters related to the Response and any Contract subsequently awarded to said Proposer.

This section also includes Addenda Acknowledgment. The Proposer shall acknowledge that they received and reviewed each published addendum, and that the Proposer has incorporated the requirements of such addenda into their Response. Failure to identify and sign for all addenda may result in the Response being deemed non-responsive. The Proposer must initial and date to confirm they have received and incorporated each addendum into the Response.

4.2.2.2 Subcontractor Information

If applicable to Response, Proposers shall include in this section the following information for each proposed Subcontractor. If subcontractors will not be utilized, so indicate.

- Subcontractor's name and title
- Subcontractor's registration number and/or license number, if applicable;
- Reason(s) for subcontracting;

This subcontractor information must be consistent with the subcontractor information included on Schedule A and submitted with your Response, as described in Attachment 15, Business Inclusion Program. Both this section and Schedule A must be completed.

LADBS reserves the right to disapprove a proposed subcontractor.

4.2.2.3 Business Organization

This section shall include information on the business organization of the Proposer. Business organization includes the number of years in business, a summary of relevant historical background of the Proposer as a corporate or other entity, and information on the financial status of the firm. This information

will help the City evaluate the Proposer's ability to complete the proposed project.

4.2.2.4 Conflicts of Interest and Litigation

The Proposer shall provide information on whether the Proposer's firm represents any interests that may constitute a conflict of interest in contracting with the City, LADBS, or any other City related public or proprietary agencies.

In addition, all Proposers shall clearly identify any past or current litigation that the Proposer was/is involved in which the City or any of its related public or proprietary agencies is also involved.

If the Proposer does not have any conflicts of interest nor any past or current litigation as described above, so indicate.

4.2.2.5 Past Failure to Complete Work Awarded

If the Proposer has had a contract terminated for default during the past five (5) years, all such incidents must be described in this section. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue was either not litigated; or litigated and such litigation determined the Response to be in default. The Proposer shall submit full details of all termination for default experienced by the Proposer during the past five (5) years including the other party's name, address and telephone number. Present the Proposer's position on the matter. The City shall evaluate the facts and may, at its sole discretion, reject the Response if the facts discovered indicate that completion of a contract resulting from this Response may be jeopardized by selection of the Proposer.

If the Proposer has experienced no termination for default in the past (5) five years, so indicate.

4.2.3 Narrative Response Form

Proposer shall submit Exhibit 3 – Narrative Response Form to provide the information described in the following subsections. The City is seeking a concise synopsis from the Proposer of the work and approach that will be taken to complete this project. The Proposer's narrative response to these questions should demonstrate to the City that the Proposer can visualize what they are going to do before they do it.

4.2.3.1 Overall Qualifications

Provide a brief summary of the Proposer's understanding of RFP objectives, scope, and tasks. Describe the Proposer's overall

and technical qualifications to perform the tasks described in Appendix 1 – Scope of Work.

4.2.3.2 Vendor Experience

This section includes a number of questions to help the City assess Proposer's experience relevant to the work described in the Scope of Work. Proposers shall provide a response to each question.

4.2.3.3 Staff Experience

Proposers shall identify the key personnel to be assigned to this project.

Following identification of key personnel, this section includes a number of questions to help the City assess the Proposer's proposed staff experience relevant to the work described in the Scope of Work. Proposer's shall provide a response to each question.

4.2.4 Proposer References Form

Proposer shall submit Exhibit 4 – Proposer References Form to provide the information described in this section. Proposers will be evaluated on their capability to meet the terms and requirements of the RFP and on demonstrated expertise in accomplishing similar work as evidenced by projects recently completed by the Proposer. To assess this capability, Proposer shall submit Exhibit 4 – Proposer References Form to provide information on a minimum of six (6) different and unique non-Proposer owned references (do not repeat include multiple references names form the company and do not included staff from LADBS) for the categories specified below. The references must be from the end-client or users of the project or service, and not third-party consultants or owner representatives.

- (1) The Response shall list three (3) current customers with whom the Contractor has conducted business applicable to this RFP over the last twelve (12) months.
- (2) The Response shall list three (3) customers with whom the Contractor has conducted business applicable to this RFP continuously for the past five (5) years or more.

4.2.5 Proposer Cost Form

Proposers shall submit Exhibit 5 – Proposer Cost Form to indicate prices for the services described in Appendix 1 – Scope of Work. Cost information shall only be contained within Exhibit 5. Exhibit 6 – Additional Information Form may also include cost information if the Proposer desires to offer additional services as described in Section 4.2.6.2. **No**

other document or Submittal Form may contain cost or fee information.

Pricing information contained in the Response will be considered by the City as binding on the Proposer for purposes of this RFP. However, the City may, at its sole discretion, enter into pre-award negotiations as described in Section 4.11 of this RFP for purposes, including but not limited to, discussion(s) of proposed price(s). Additionally, Proposers shall provide any discounts offered for payment within set parameters in accordance with PSC-24, Best Terms, of the Standard Provisions (Rev. 1/25 [v.2]) in Attachment 1.

4.2.6 Additional Information Form

Proposer shall submit Exhibit 6 – Additional Information Form to provide the following information:

4.2.6.1 Omissions, Deviations, and Alternatives

The Proposer shall not change any wording in the RFP or associated documents. Any explanation of omissions, deviations, or alternatives offered 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 Attachment 1, Standard Provisions for City Contracts (Rev. 1/25 [v.2]), and the reasons why said omissions or deviations are in the best interests of the City. The effect of any omissions or deviations, including cost, on the proposed Work shall also be included.

Submission of a Response pursuant to this RFP shall constitute acknowledgement and acceptance of all the terms and conditions herein set forth in this RFP, unless otherwise expressly stated in this section of the Response package.

Alternatives that do not substantially meet the City's requirements will not be considered. Responses offered subject to conditions and/or limitations by the Proposer may be rejected as non-responsive. Proposers recommended for Award of Contract who later submit exceptions or deviations from RFP requirements, terms, and conditions that were not expressly stated in their Response may be rejected as non-responsive.

4.2.6.2 Other Services Offered

For all services other than those requested under Appendix 1 – Scope of Work, the Proposer shall provide a detailed description of how each service will be provided. Where appropriate, the category of service the Proposer is willing to provide shall be

indicated. The effect of any cost associated with the proposed work shall also be included in this section.

4.2.6.3 Additional Data the Proposer Wishes to Present

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

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

4.3 Costs Incurred by Proposers

The City is not responsible for any costs incurred by the Proposer submitting Responses. All Proposers who respond to this RFP do so solely at their own expense.

The City will not provide parking, clerical, office/storage space, telephone services or reproduction services throughout the RFP process.

4.4 Mandatory Proposers Conference

A **mandatory** Proposers Conference will be held to clarify the contents of this RFP, to discuss the City’s needs, and for City representatives to respond to questions from Proposers concerning this RFP. Written questions will be answered, and responses will subsequently be posted on the Regional Alliance Marketplace for Procurement (“RAMP”) at <http://rampla.org/>. Conditions and/or terms of the RFP will not be negotiated at the conference. The time and date of the Proposers Conference is identified on the cover page of this RFP.

To maximize the effectiveness of the conference, Proposers shall provide questions in writing prior to the conference. Additional questions will be accepted at the conference. However, responses may be deferred and posted on RAMP at a later date.

Proposers planning to attend the conference must pre-register per Section 4.4.2 and email any prepared questions to LADBS.Contracts@lacity.org. Proposers must include reference to the RFP number in the subject line of their email to ensure proper notification.

NOTE: If no registration of attendance is received by 10:00 a.m. on the day prior to the Proposers Conference, the conference will be canceled, and any questions received will still be answered and posted on RAMP.

4.4.1 Virtual Conference Requirements

The City will host the mandatory Proposers Conference as a virtual meeting via web conference. No in-person attendance will be available.

Access information for the virtual conference will be provided via email upon registration (See Section 4.4.2).

Proposers attending the virtual conference shall follow the detailed instructions provided below. Failure to adhere to these instructions may result in the Proposer's attendance not being properly recorded, which will result in the Proposer being deemed non-responsive.

Note: The City reserves the right to determine if all requirements were met by remote attendees.

Vendors attending the web conference will be provided detailed instructions via email to access the web conference upon registration. Proposers must call-in from the same phone number or access the virtual conference via the internet using call-in or login information that matches the information provided in their online registration form. If call-in/login information do not match the information provided in the registration form, attendance for that vendor may not be properly recorded. If Proposer attendance cannot be confirmed by the City, any Response submitted by the Proposer will be deemed non-responsive.

Attendees to the web conference are expected to stay for the entire duration of the meeting, and are responsible for all information that is presented. The RFP Administrator will announce during the presentation at what point remote attendees are no longer permitted to join the meeting. After the announcement, the meeting will proceed and no additional remote attendees will be able to register their attendance for the meeting.

4.4.2 Notification of Planned Attendance

Proposers planning to attend the conference must complete the online registration form at the link provided on the cover page of this RFP.

Proposers must complete the online registration form, and email any prepared questions to LADBS.Contracts@lacity.org, no later than 10:00 a.m. on the day prior to the Proposers Conference. Proposers must include reference to the RFP number in the subject line of their email to ensure proper notification.

4.5 Deadline for Written Questions

Any questions regarding the contents of this RFP must be directed to the RFP Administrator via email at LADBS.Contracts@lacity.org by the time and date identified on the cover page of this RFP.

4.6 Proposal Submission Deadline

Responses must be submitted by the Proposal Submission Deadline identified on the cover page of this RFP.

Proposers who submit Responses via Email Submission pursuant to Section 4.1.10 will be sent a “Notice of Receipt of Response” email within two (2) Working Hours to confirm the receipt of the Response according to the timestamp of the Proposer’s email as received by LADBS.Contracts@lacity.org.

Proposers are solely responsible for ensuring that LADBS receives a complete Response package, including all attachments, before the Proposal Submission Deadline.

4.7 Late Responses

Timely submission of Responses is the sole responsibility of the Proposer. The City reserves the right to determine the timeliness of all submissions. The City will not be responsible for any errors or omissions in the Response, or any delays in receipt of the Response, including those due to the method of delivery.

All Responses received after the Proposal Submission Deadline will be considered “late.” All late Responses will not be considered for award and will not be further reviewed.

4.8 Withdrawal of Responses

4.8.1 Prior to Proposal Submission Deadline

Proposer may withdraw a submitted Response in writing at any time prior to the Proposal Submission Deadline. A written request, signed by an authorized representative of the company, must be submitted to the Contract Administrator. After withdrawing a previously submitted Response, the Proposer may submit another Response at any time up to the Proposal Submission Deadline.

4.8.2 After Proposal Submission Deadline

Unless otherwise stated, Responses submitted shall be irrevocable for a period of one hundred and eighty (180) days following the Proposal Submission Deadline.

4.9 Prohibition of Communication During RFP Evaluation Period

Upon release of this RFP and continuing until a contract has been awarded, all personnel involved with the solicitation process or who contributed to the development of the solicitation will be specifically directed against having any meetings, conferences, or discussions with any Proposers or potential proposers, except as provided for in the RFP. Proposers shall not initiate or engage in any communication in any manner with City personnel or anyone involved with the RFP regarding this RFP or Responses during this period of time except as provided for in the RFP or authorized, in writing in advance, by the Contract Administrator. **Failure to comply with this requirement may result in the disqualification of the Proposer’s Response.** (This statement is not intended to prevent current contractors from conducting on-going business under existing contracts.)

4.10 Confidential Information

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

"NOTICE"

"The data on the pages of this Response 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 Response, but understands that disclosure will be limited to the extent the City determines proper under federal, state, and local law."

In Responses containing proprietary information, proprietary paragraphs and/or other data should be clearly marked as noted above. **The Proposer must include one additional PDF copy of the Response with the confidential material totally blacked out or removed from the text so that one copy is available as public material. Proposers shall label this additional PDF copy the "Redacted" version. In accordance with the California 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 purposes. In the event properly marked data are requested, the Proposer may 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/or local law. This statement will be used by the City in making its determination as to whether or not 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's fees awarded by a court, if Proposer requests the City to resist disclosure of material provided to the City by the Proposer, provided the City determines the said materials are exempt under federal, state, and local law. Furthermore, should you request that portions of your Response remain confidential and not be disclosed, please confirm your assurance to indemnify, defend and hold the City of Los Angeles by including the following statement in your cover letter:

"Proposer undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents and employees (collectively, the "City") from and against all suits, claims and causes of action brought against the City for the City's refusal to disclose trade secrets or other technical, financial or other information to any person making a request pursuant to the State of California Public Records Act (California Government Code Section 6250 et. seq.). Proposer's obligations herein include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its

attorneys (including all actual, costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature."

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

Note that wholesale use of headers/footers bearing designation such as "confidential", "proprietary", or "trade secret" on all or nearly all of a Response is not acceptable, and may be deemed by the City as a waiver of any exemption claim. The identification of exempt information must be more specific.

4.11 Pre-Award Negotiations

Prior to award of the Contract, the successful Proposer 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, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. in order to ensure successful administration of the Contract.

4.12 Rejection of Responses

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

4.13 Response Appeal Process

The City will notify all applicants of the results of the Response evaluations. Applicants may appeal procedural issues only. Appeals must be made in writing by submitting a letter to LADBS within five (5) working days of receiving notification of award or non-select, identifying the specific reason for the appeal to:

Osama Younan
General Manager
Los Angeles Department of Building and Safety
Attn: Contract Administrator
201 North Figueroa Street, Suite 760B
Los Angeles, CA 90012-4869

4.14 Award of Contract

Award of Contract is made to the Proposer with the best combination of price, experience, and quality of service. As such, awards are not necessarily awarded to the lowest cost Response.

The Proposer to whom the Contract for any or all of the desired services is awarded shall be required to enter into a written Contract with the City of Los Angeles in a form approved by the City Attorney. This RFP and the Response, or any parts 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. If contract negotiations cannot, in the City's sole opinion, be completed successfully, the City reserves the right to initiate contract negotiation with the next highest ranked Vendor or to cease the solicitation process, as appropriate.

SECTION 5. RESPONSE EVALUATION

The City will review and score each complete and fully responsive Response. Responses shall be determined eligible for review and scoring based on the responsiveness and factuality or verifiability of the Response documentation and information.

After receipt of a Response, but prior to award of contract, the City, at its sole discretion, may require any or all Proposers, to submit additional information and/or to meet in person with City personnel. LADBS may communicate with one or more of the proposers for the purpose of obtaining additional clarifying information. In submitting additional information, a proposer is not permitted to substantially embellish or change the original Response, unless so directed by LADBS.

The City, at its option, may reject any and all Responses submitted in response to this RFP, or waive any administrative irregularities, or to waive any informalities in a Response when to do so would be to the advantage to the City or its taxpayers. The successful Response(s) will not necessarily be those that set forth the lowest price.

The City reserves the right to require a pre-award interview, site inspection and/or telephone conference call with proposers. The Department reserves the right to select more than one contractor.

5.1 Response Review Process

The Response review process shall include the following major activities:

5.1.1 Administrative Requirements Review

The City will review each Response for the presence of required information in conformance with the content and requirements of this RFP contained in Section 4.1 and Section 4.2. Absence of the required information may result in the Response being deemed non-responsive and rejected.

The City will review the Response to determine whether it meets the various requirements contained in Section 8, City Administrative Requirements. These requirements include compliance with the City's Business Inclusion Program (BIP) requirements as well as other administrative requirements a Proposer must meet to do business with the City. The City will also determine if the Proposer has provided the required documents and explanations to specific City Administrative Requirements. Failure to meet a City Administrative Requirement may result in the Response being deemed non-responsive and rejected.

Proposers deemed ineligible or non-responsive will be informed in writing.

5.1.2 Evaluation of Proposer Qualifications and Response

The Evaluation Committee will score each proposal based on the predefined evaluation criteria described in Section 5.3.

5.1.2.1 All eligible Responses shall be reviewed, scored, and ranked.

5.1.2.2 Each eligible Response shall be reviewed for costs that are reasonable, allowable, necessary, and competitive, as measured by a review of the line-item budget, and its competitive standing as compared to all other eligible Responses.

5.1.2.3 At the City's sole discretion, oral interviews may be held with top-scoring proposers. The results of the oral review may inform the final selection recommendations.

5.1.3 Proposers shall be notified in writing of the final evaluation results.

5.2 Evaluation Committee

The Department will organize an Evaluation Committee to evaluate the Responses received pursuant to this RFP. The Evaluation Committee will review all responsive Responses with respect to the criteria described in this RFP. The Evaluation Committee is expected to contain approximately three (3) to five (5) individuals that may, or may not, have technical expertise with this particular type of project or service. Therefore, it is important that the Proposer prepare and submit non-technical documents (to the maximum extent possible). The Evaluation Committee will score and rank all responsive Responses, and make award recommendations.

5.3 Evaluation Criteria

The evaluation will be based on the quality of responses to the RFP, proximity of a Response's prices to competitive market values and relative to other Proposers' pricing, and reasonableness of the Proposer's costs relative to other Proposers' costs. The City shall reserve the right to use such other criteria as may be deemed appropriate in evaluating Responses, even if such criteria are not mentioned in the RFP. The City's criteria for evaluating the Responses will include, but not be limited to, the following:

5.3.1 Overall Qualifications and Response

5.3.1.1 Overall Qualifications – The Proposer shall demonstrate the knowledge and ability to perform all tasks described in this RFP, including the capability of Proposer to complete all work efficiently, timely, and satisfactorily, and satisfy RFP requirements. This includes the Proposer's background and familiarity with the subject matter. Documentation dealing with the firm's overall financial position and company background will be used as an indicator of the ability to provide the requested services over the full term of the Contract.

5.3.1.2 Vendor and Staff Experience – This includes the experience of the Vendor and the specific personnel identified by Contractor to work on the project. The capability of Contractor to complete all work efficiently, timely, and satisfactorily, and satisfy the user requirements. The Evaluation Committee will also consider the demonstrated experience, technical expertise, and background of the personnel to be assigned to this Contract. Therefore, all Responses shall include in the submittal forms a complete list, by name and title, of key personnel participating in the project.

The experience of proposers in having provided similar services or directly analogous programs for private business or public agencies will be considered. Experience should be listed in as much detail as possible, highlighting areas of similarity as well as differences.

5.3.2 References

The Proposer shall exhibit a record of successful past performance as well as an above-average reputation for the delivery of services as described in this RFP. Refer to Section 4.2.4, Proposer References Form. The Proposer's references will be contacted for comments, and this information will be considered by the Evaluation Committee. Please note: should the Proposer's supplied references decline to provide comments to the City on their experience with the Proposer, the City will contact the Proposer to request additional references. Prior to submission of any Response, Proposers shall ensure that the customer references provided by the Proposer will be responsive to the City's request for comments.

5.3.3 Cost Control

Refer to Section 4.2.5, Proposer Cost Form. Proposers must clearly set forth their price(s) for each service requested in Exhibit 5 – Proposer Cost Form of this RFP.

Each eligible Response shall be reviewed for costs that are reasonable, allowable, necessary, and competitive, as measured by a review of the Proposer's proposed pricing and its competitive standing as compared to all other Responses. The City's review shall include consideration of the

City's administrative costs that will be borne in working with the vendor for the desired services, to include City staff requirements and any other City resources necessary to support the Proposer's efforts to complete the services as described in Appendix 1 – Scope of Work.

5.3.4 Response Quality and Responsiveness

Written Responses will be evaluated for adherence to the RFP requirements, specific technical solution(s), completeness, and clarity of content. Responses should provide a straightforward, concise statement of the Proposer's understanding of the project tasks and objectives and demonstrate the ability to accomplish them.

5.4 Evaluation Scoring

| Evaluation Criteria | Points |
|-------------------------------------|------------|
| Overall Qualifications and Response | 40 |
| References | 25 |
| Cost Control | 20 |
| Response Quality and Responsiveness | 15 |
| Total | 100 |

5.5 No Debriefs to Proposers

The City issues award and non-award decisions to all Proposers, and does not otherwise provide debriefs of the evaluation of their respective Responses.

SECTION 6. GENERAL TERMS AND CONDITIONS

6.1 Insurance Requirements

The Contractor shall maintain the required insurance with the identified limits in accordance with insurance requirements which are attached hereto as Attachment 2 and as required in the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) and attached hereto as Attachment 1, for the entirety of the Contract. Insurance forms and instructions for completing them may also be obtained from the Internet at the following URL: <http://cao.lacity.org/risk/>.

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. Notice will be made by receipted delivery addressed as follows:

City Administrative Officer
Office of Risk Management
Insurance and Bonds
City Hall East, Room 1240
200 N. Main Street

It is understood, however, that such notice to the City shall not affect an insurance company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium (Los Angeles Administrative Code Section 11.54).

6.2 Payment Terms, Schedules and Invoicing Instructions

6.2.1 Payment Process

Payment will be authorized after acceptance of the deliverables and receipt of a properly completed invoice (in that order).

6.2.2 Completed Invoices

In no event will payment be made prior to the City's verifying and approving that: 1) the services were received; 2) the Work was approved and; 3) a proper invoice has been submitted.

A proper invoice shall include, but may not be limited to:

- Proposer's name and remittance address as listed in the Contract;
- Proposer's Business Tax Registration Certificate (BTRC) Number;
- Contract number assigned by the City;
- City staff representative's name, address, and phone number;
- Exact Work description, date of service, quantity, unit price, total price, etc., as listed on the Contract.

6.2.3 Billing Address

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

Los Angeles Department of Building and Safety
Attention: Contract Administrator
201 North Figueroa Street, Suite 760B
Los Angeles, CA 90012
LADBS.ASD@lacity.org

6.2.4 Resources Supplied by City

The City will not be responsible for providing city resources, including but not limited to office space, clerical support, telephones, supplies, photocopying, or parking to Proposer or Contractor.

6.2.5 Federal Excise Taxes

The City of Los Angeles 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.

6.2.6 Integrated Contract

The Contract shall set forth all of the rights and duties of the parties with respect to the subject matter thereof, and it replaces any and all previous contracts or understandings, whether written or oral, relating thereto.

6.3 Compliance with Laws

6.3.1 The Contractor shall carry out all applicable Federal, State and City laws and ordinances, including, but not limited to, building regulations and the nondiscrimination and Affirmative Action provisions of the laws of the United States of America, the State of California, and the City even though such requirements are not specifically mentioned in the Specifications.

6.3.2 The Contractor shall comply with all the applicable provisions of Section 1777.5 of the California Labor Code, which shall apply to those specifications to the same extent as if they were written herein.

6.3.3 When work required by this Specification is in conflict with any such law or ordinance, the Contractor shall notify the General Manager, or designee, and shall not proceed with the work until the General Manager, or designee has ordered.

6.3.4 The selected Proposer shall stipulate that in any action related to the awarded Contract, venue shall be in the County of Los Angeles, State of California.

6.4 Property of City/Proprietary Material

All Responses submitted in response to this RFP shall become the property of the City of Los Angeles and subject to the State of California Public Records Act. See Section 4.10 for important information on confidential information.

6.5 Addenda

The City reserves the right to submit any addenda to this RFP that may impose additional requirements which must be completed for the Response to be considered responsive. Any change to or interpretation of the RFP will be posted on RAMP and any such changes or interpretations shall become a part of said RFP for incorporation into any Contract awarded pursuant thereto.

All proposers must acknowledge any addenda issued as a result of any change in this RFP by initialing on the Addenda Acknowledgement section of the Proposer Overview in Exhibit 2. Failure to indicate receipt of such addenda may result in a Response being rejected as non-responsive.

6.6 Execution of Contract

A response to this RFP is an offer to contract with the City based upon the terms, conditions, service level, and specifications contained in the Responses submitted.

A contract will be formed when the Department awards the contract to the selected Proposer.

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

6.7 Amendments, Modifications, and Change Orders

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of resultant Contract must be made by written change order approved by LADBS' Contract Administrator and the Contractor. If Contractor performs any modification without a written change order, the City shall neither pay for nor be obligated to accept said modification.

6.8 Prime Contractor

The Proposer awarded the Contract must be the prime Contractor performing all functions of the Contract.

6.9 Responsibility for Work

To ensure quality, continuity, security and affix responsibility, the services must be performed by the Contractor and at the Contractor's location inspected by LADBS as agreed upon in the Contract. The location of the work must be listed by the Proposer in their response to the RFP. The condition (e.g., accessibility, security, safety, and organization) of the work location shall be considered by the City when awarding the Contract. No work shall be performed by anyone other than the Contractor without prior approval from LADBS.

SECTION 7. CONTRACT PROVISIONS AND CERTIFICATIONS

The purpose of this section is to set forth certain contract provisions that shall be incorporated into the Contract awarded to the selected Proposer. These provisions shall not be subject to renegotiation in the event the City and the selected Proposer amend the Contract.

7.1 Standard Provisions for City Personal Services Contracts

The Standard Provisions for City Contracts (Rev. 1/25 [v.2]) which are attached hereto as Attachment 1, and shall become part of the awarded Contract.

7.2 Contract Documents and Order of Precedence

Any Contract awarded as a result of this RFP shall consist of the following documents and for the resolution of any conflicts in provisions in the documents; they are listed in the order of precedence:

1. Standard Provisions for City Contracts (Rev. 1/25 [v.2])
2. The Contract, including appendices, exhibits and attachments
3. The Request for Proposal documents
4. The Response submitted by the Proposer receiving the Contract award

7.3 Indemnification Requirements for Contractors

Except for the gross negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor shall defend, indemnify and hold harmless 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 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 Contractor'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 Contractor, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of 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 Care and Custody

The Contractor accepts full responsibility for the security against loss or damage to the materials involved in the processes related to the Contract while in their possession or the possession of any of their agents. Contractor shall reimburse the City for any loss or damage to City materials in their agent's care or custody.

7.5 City Business Tax Registration Certificate (BTRC)

The Contractor represents that it has obtained and presently holds the business tax registration certificate(s) required by the City's Business Tax Ordinance (see LAMC Article 1, Chapter 2, Section 21.00 et. seq.). Contractor shall maintain, or obtain, as necessary, all such certificates required of it under said ordinance and shall not allow any such certificate to be revoked or suspended. Contact the Office of Finance at telephone number (844) 663-4411 or by mail at 200 North Spring Street, Los Angeles, CA 90012, or at <http://finance.lacity.org/> for compliance details.

7.6 Inspections and Audits

The City, or any of its duly authorized representatives, upon reasonable written notices, shall have access, for the purpose of audit and investigation, to any and all books, documents, papers, and records of the selected Proposer which pertain to the Contract. Said books, documents, papers and records must be retained by the selected Proposer for three (3) years following final payment under the Contract.

7.7 Independent Contractor

The selected Contractor shall act as an independent Contractor and not as an agent or employee of the City. The selected Proposer 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.

7.8 Prohibition Against Assignment or Delegation

The Contractor may not, unless it has first obtained the written permission of the City:

- 7.8.1 Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- 7.8.2 Delegate, subcontract, or otherwise transfer any of its duties hereunder.

7.9 Subcontracting

- 7.9.1 All Subcontractors proposed to perform work on the project shall be licensed in accordance with the provisions of the Business and Professions Code of the State of California for the type of work to be performed.
- 7.9.2 All Subcontractors shall be recognized as such shall be considered agents of the Contractors, and the Contractor shall be held responsible for their work.
- 7.9.3 All Subcontractors or Contractors performing subcontractor type work shall perform such work at competitive prices. The Department may require that the Contractor submit proof that the subcontractor type work or Subcontractors performing work for the City is performed at competitive prices based on the lowest of at least three (3) competitive Responses.

7.10 Methods and Application

The method adopted by the Contractor shall be such as shall assure satisfactory work and shall enable the Contractor to complete the work by the time agreed. If at any time such methods appear inadequate, the General Manager may order the Contractor to improve their methods, or increase their efficiency. The Contractor shall conform to such order, but failure of the General Manager to order such improvement of methods, or increase of efficiency, shall not relieve the Contractor from the obligation to perform adequate work, or finish by the time agreed upon.

7.11 Notices

7.11.1 Contractor

Any notice required to be given to the Contractor may be given by delivering said notice, or a copy thereof, to the Contractor in person or by registered or certified mail to the last known business address of the Contractor. If the Contractor cannot be found with reasonable diligence,

then posting a copy of the notice in a conspicuous place at the site of the Work shall be considered proper notice.

7.11.2 City

The following address shall serve as the place to which all notices and other correspondence to the City regarding the Contract shall be sent:

Los Angeles Department of Building and Safety
Attention: Contract Administrator
201 North Figueroa Street, Suite 760B
Los Angeles, CA 90012
LADBS.Contracts@lacity.org

All written notices required hereunder shall be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

7.12 Contract Changes, Additional Work, and Work Order Cancellations

- 7.12.1 Subject to all limitations of the Charter of the City of Los Angeles including those on competitive bidding, the General Manager at any time during the progress of the work may order alterations in, additions to, deviations or omissions from, the work contemplated by the Contract specifications or work order.
- 7.12.2 No extra work shall be performed beyond what is described in the work order and no change shall be made unless prior authorization (verbal or written) has been obtained from the General Manager, or designee, stating that the extra work or change is authorized. Extra work will be invoiced separately by the contractor and a supplemental work order will be executed by the Department. No claim for an addition to the Contract and work order sum shall be valid unless the extra work or change is so authorized.
- 7.12.3 Any change in the work shall conform to the original Contract specifications or work order insofar as they may apply without conflict to the conditions involved in the change.
- 7.12.4 Payment for additional work or extras, if any occur, shall become due and payable in accordance with the provisions for payment of the Contract price.
- 7.12.5 The cost of omission, if any, from the Contract shall be deducted from the amount of the Contract price.
- 7.12.6 If the Department cancels a work order after it has been executed and accepted, the Contractor may submit a claim to the City Clerk as per the provisions of LAMC Section 91.8903.5.2.

7.13 Work by City or Others

The City may perform with its own forces or award to other contractors, any extra work or any portion of the project not included in the original Contract.

7.14 Contract Default

The following are situations where the Contractor shall be considered in default of the Contract. There may be other situations not described herein which result in a determination by the General Manager that the Contractor is in default of the Contract.

7.14.1 Bankruptcy or Insolvency

The Contractor is adjudged bankrupt; or the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed on account of insolvency.

7.14.2 Failure to Begin or Complete Work with Time Limits

The Contractor fails to begin work within the time required, in such manner as to insure full compliance with the Contract and work order within the time limit; or abandons the work to be done under Contract; or any time the General Manager, or designee, is of the opinion that the work is unnecessarily or unreasonably delayed.

7.14.3 Violating Terms of Contract

Contractor willfully violates any of the terms of the Contract; or does not execute the Contract and work orders in good faith; or does not follow the instructions of the General Manager as to additional force necessary in the opinion of the General Manager for its completion within the required time; or any time the Contractor does not properly carry out the provisions of the Contract in its true intent and meaning.

7.15 Nondiscrimination, Equal Employment Practices and Affirmative Action Program

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-Discrimination Clause.

All contracts (both construction and non-construction) 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 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 \$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 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 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 the Bureau of Contract Administration's website at <http://bca.lacity.org>.

7.16 Living Wage Ordinance and Worker Retention Ordinance Requirements

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO). Bidders/Proposers shall refer to Attachment 6 for further information regarding the requirements of the Ordinances.

Bidders/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 the Bureau of Contract Administration's website at <https://bca.lacity.org>.

7.17 Contractor Evaluation Program

At the end of the Contract term, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the Contract. As required by Section 10.39.2 of the 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 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.

7.18 Fair Chance Initiative for Hiring Ordinance

Any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Fair Chance Initiative for Hiring Ordinance (FCIHO), Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post FCIHO information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

Proposers seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

7.19 Local Business Preference Program (LBPP)

The City's Local Business Preference Program aims to boost local business participation in City contracting and increase employment opportunities for transitional workers. Los Angeles County businesses could be eligible for a contracting preference for local and local small businesses as well as business entities working with the hardest-to-employ populations. Please refer to Attachment 17 for details.

7.20 Compliance with Executive Directive 35

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the contractor is a for-profit company or corporation, the contractor 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: contractor's and any subcontractor's annual revenue, number of employees, location, industry, 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 RAMP or via another method prescribed by City.

7.21 Construction of Provisions and Titles Herein

All titles or subtitles appearing in the Contract have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions thereof. The language of the Contract shall be construed according to its fair meaning and not strictly for or against the City or the selected bidder. The singular shall include the plural; if there shall be more than one selected bidder herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the masculine, feminine or neutral genders shall be deemed to include the genders not used.

SECTION 8. CITY ADMINISTRATIVE REQUIREMENTS

The following section contains additional contract provisions that shall be incorporated into the Contract awarded to the selected Proposer, and shall not be subject to renegotiation in the event the City and the selected Proposer amend the Contract. In addition, these provisions require action by the Proposer.

8.1 Equal Benefits Ordinance

Proposers are advised that any contract awarded pursuant to this RFP shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). Proposers shall refer to Attachment 4 for further information regarding the requirements of the Ordinance.

All Proposers shall complete and submit the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit, available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org, prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP. Proposers do not need to submit supporting documentation with their bids or Responses. 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 the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

8.2 First Source Hiring Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Proposers shall refer to Attachment 16 for further information regarding the requirements of the Ordinance.

All Proposers shall complete and electronically sign the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit available on the City of Los Angeles' Regional Alliance Marketplace for Procurement ("RAMP") at www.rampla.org prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP.

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

8.3 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. Proposers shall refer to Attachment 8 and Attachment 9 for further information regarding the requirements of these Ordinances.

Bidders/Proposers are required to complete a streamlined Disclosure Ordinances Compliance Affidavit web form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org.

Bidders/Proposers are responsible for creating a RAMP 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 time of RFP submission.

The affidavit will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Proposers/Bidders seeking additional information regarding the requirements of the SDO and DBWCO may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

8.4 Contractor Responsibility Ordinance

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). Proposers shall refer to Attachment 5, "Contractor Responsibility Ordinance," for further information regarding the requirements of the Ordinance.

All Proposers shall complete and return, with their Response, the CRO Questionnaire included in Attachment 5. Failure to return the completed CRO Questionnaire may result in a Proposer being deemed non-responsive.

8.5 Certification of Compliance with Child Support Obligations

Proposers are subject to and shall comply with the Child Support Compliance Act as prescribed in PSC-27 of the Standard Provisions for City Contractors (Rev. 1/25 [v.2]). Proposers must submit Attachment 12 with their Response submittal.

8.6 Certification Regarding Compliance with the Americans with Disabilities Act

Proposers are subject to and shall comply with the Americans with Disabilities Act as prescribed in PSC-30 of the Standard Provisions for City Contractors (Rev. 1/25 [v.2]). Proposers must submit Attachment 13 with their Response submittal.

8.7 Municipal Lobbying Ordinance (MLO)

This recently adopted Ordinance serves to identify person(s) engaged in compensated lobbying activities aimed at influencing decisions of City government. Proposers must submit Attachment 14 with their Response submittal. The complete Municipal Code wording, definitions, and reporting requirements can be viewed at <https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf>.

8.8 Business Inclusion Program (BIP) Requirements

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises; including MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Proposer's Business Inclusion Program (BIP) outreach documentation, as described in Attachment 15, Business Inclusion Program of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Attachment 15, Business Inclusion Program of this RFP for additional information and instructions. BIP outreach must be performed using the Regional Alliance Marketplace for Procurement ("RAMP"), located at <http://rampla.org>. A Proposer's failure to utilize and complete their BIP Outreach as described in Attachment 15 may result in their Response being deemed non-responsive.

All BIP Outreach documentation must be submitted on RAMP by 4:30 p.m. on the calendar day following the date Responses are received by the Awarding Authority. Failure to submit the required documentation by 4:30 p.m. on the calendar day following the date Responses are received by the Awarding Authority will render the Response non-responsive.

8.9 California Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contractors with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit" (Attachment 18).

8.10 City of Los Angeles Contract History (Not Applicable)

(THIS SECTION INTENTIONALLY LEFT BLANK)

8.11 Los Angeles Residence Information

The policy of the City of Los Angeles is to encourage businesses to locate or remain in the City. Therefore, the City Council requires all City departments to gather information on the headquarters' address and other information on the

employees of firms contracting with the City (Council File No. 92-0021). Please see Attachment 11 for information to be included with each Response.

8.12 Proposer Signature Declaration

Each Response must be signed on behalf of the company making the Response by an official(s) authorized to bind the company to the Response in accordance with Section 4.1.5 of this RFP. Refer to Exhibit 2.

8.13 Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance

Any contract awarded pursuant to this RFP will be subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

Bidders/Proposers seeking additional information regarding the requirements of the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.