

DCA RFP SUPPLEMENTAL INFORMATION

GENERAL REQUIREMENTS

The proposer(s) to whom the award is made will be required to enter into a contract with the City of Los Angeles Department of Cultural Affairs, subject to approval by the City Attorney. A copy of this notice inviting proposals and the proposal, or any part thereof, subject to negotiation, may be incorporated into and made a part of the final contract. The attached "Standard Provisions for City Contracts" (Appendix A) will also be incorporated into the contract. All Standard Provision exhibits must be signed and submitted upon issuance of a contract. All materials or services supplied by the Proposer shall conform to the applicable requirements of the City Charter, City ordinances, and State Law, as well as conforming to the requirements contained in this RFP.

The Proposer is also advised that he/she shall be required to comply with the following:

1. Compliance with Laws

The resultant contract, if any, shall obligate the Proposer to abide by and obey all applicable Federal, State and local laws, rules and regulations and ordinances, including but not limited to, the nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City of Los Angeles.

2. Format of Proposal

As a rule, all proposals must be submitted in the English language, and all numerical data must be the dollar-foot-pound-seconds units of measurement. Proposals should be prepared simply and economically and should avoid the use of unnecessary promotional items. No costs incurred in the development of a proposal will be reimbursed.

All proposals must include a cover letter. The cover letter should be limited to one page. The letter must include the title, address and telephone number of the person or persons who will be authorized to represent the proposer. The letter must be signed by a company officer authorized to bind the company to all commitments made in the proposal.

Proposals must include a comprehensive index which includes a clear definition of the content of the proposal and which identifies the information set forth therein by sequential page number and appropriate reference number.

Failure to meet these requirements may be cause for rejection of the proposal as non-responsive.

3. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time.

- (a) CONTRACTOR/CONSULTANT assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
- (b) CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed pledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S/CONSULTANT'S delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
- (c) The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition Against Retaliation provided by the City.
- (d) Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and SCWRO.
- (e) CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if Form OCC/LW-12 (Rev. 06/04) and the City determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO or both. Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound

monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

- (f) Earned Income Tax Credit. This contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

4. Affirmative Action

The City's Administrative Code (Division 10, Chapter 1, Article 1, Section 10.8) establishes an Affirmative Action Program for vendors doing business with the City. The selected contractor shall complete the attached Affirmative Action forms (Appendix B) and submit them upon issuance of a contract. Any questions related to completion of these forms should be directed to the City's Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922.

5. Minority, Women and Other Business Enterprise Provisions

It is the policy of the City to extend to Minority Business Enterprises (MBE), and Women-Owned Business Enterprises (WBE) and Other Business Enterprises (OBE) an equal opportunity to participate as subcontractors in the performance of all City contracts. Proposers shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including local MBEs, WBEs, and OBEs, have an equal opportunity to compete for and participate in City contracts. However, due to the singular nature of this project, DCA is not requiring MBE/WBE/OBE outreach efforts. The information is attached hereto as Appendix D for reference only.

6. Business Tax Registration Certificate (BTRC)

The successful Proposer will be required to show evidence of a valid BTRC issued by the City of Los Angeles and in force during the period of the contract. Application information may be obtained by contacting the City of Los Angeles, Office of Finance, Tax and Permit Division, at (213) 473-5901. A Tax Registration Application (PDF version) may be obtained online at the following Internet address: **<http://www.lacity.org/finance/pdf/TaxRegistrationV4.pdf>**

7. Insurance

Evidence of insurance coverage for the term of the contract shall be presented before initiating work on the contract. Insurance requirements for this RFP are described in Exhibit 1 of the "Standard Provisions for City Contracts".

Failure to procure and maintain the required insurance or self-insurance program during the entire term of the Agreement shall constitute a material breach of the City's agreement under which the City may immediately terminate the agreement.

Note Small Business Vendors: For a fee, the vendor can buy the necessary general liability insurance through the City.

8. Reports and Documents

All reports and documents generated by this project will become the property of the City of Los Angeles and may be used for any City purpose.

9. Workforce Information

Council File 92-0021 (Appendix D) requires firms contracting with the City to provide the following information:

- (a). The headquarter address of your firm;
- (b). Total workforce;
- (c). Percentage of total workforce residing in the City of Los Angeles.

Proposers are required to complete and submit Appendix D with their proposal.

10. Equal Benefits Ordinance

Unless otherwise exempted in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- (a) During the performance of the Contract, the CONTRACTOR/CONSULTANT certifies and represents that the CONTRACTOR/CONSULTANT will comply with the EBO. The CONTRACTOR/CONSULTANT agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the CONTRACTOR/CONSULTANT will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922."
- (b) The failure of the CONTRACTOR/CONSULTANT to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.

- (c) If the CONTRACTOR/CONSULTANT fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- (d) Failure to comply with the EBO may be used as evidence against the CONTRACTOR/CONSULTANT in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- (e) If the Bureau of Contract Administration determines that a CONTRACTOR/CONSULTANT has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the CONTRACTOR/CONSULTANT in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

To comply with the City's non-discrimination provisions, Los Angeles Administrative Code, Section 10.8.2(a), the City has adopted the Equal Benefits Ordinance (Appendix B). Selected contractor(s) must complete forms contained in Appendix B, and return them upon issuance of a contract.

If further information and assistance is required, contact the City's Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922 or <http://www.lacity.org/BCA/index.htm>.

11. Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

- (a) Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which

may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract;

- (b) Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance;
- (c) Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
- (d) Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of

In accordance with Council File 98-0202 and the Los Angeles Administrative Code, Section 10.40 et al, a determination is required that prospective contractors are responsible and capable of fully performing the work before being awarded a contract. The selected contractor must complete forms contained in Appendices C1 & C2, and return them with the contract. If further information and assistance is required, contact the City's Bureau of Contract Administration, Special Research and Information Section at (213) 847-2408.

12. Small and Local Business Program

Companies certified as a Small Local Business with the City of Los Angeles are given a preference applied to bid contracts of \$100,000 or less. A 10% preference (discount) is given to the bids of SLB certified companies. The preference is determined by taking 10% of the lowest bid that is proposed by a non-certified SLB company, and subtracting that amount from the bid of the SLB certified company. If, after the preference, the SLB's bid is less than or equal to the lowest non-certified company's bid, the SLB will be awarded the contract.

In order to be given the bid preference as a certified SLB, your SLB application (Appendix D) must be received at the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section no later than five (5) calendar days prior to the last day for submission of the bid or proposal and approved prior to the award date as stated on the RFP.

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section is located at:

1149 South Broadway, Suite 300
Los Angeles, CA 90015

Certification as a Small and Local Business is valid for one calendar year from the date of approval. Applicant firms must be recertified on an annual basis with the Office of Contract Compliance, Centralized Certification Section. For questions concerning the Small Local Business Program, contact the Office of Contract Compliance, Centralized Certification Section at (213) 847-1922.

13. Mayor's Executive Directive No. PE-6 - Hiring of At-Risk Young Adults and Local Hiring in City Projects

In accordance with Mayor's Executive Directive No. PE-6 contractors and subcontractors are encouraged to hire at-risk young adults from the local area. Proposers are encouraged to assist the City in implementing this policy by identifying job opportunities to be performed by at-risk young adults and local hires. The review of potential positions shall be done in consultation with Los Angeles Opportunities for Procurement Services (LA OPS). Proposers shall be responsible for contacting the LA OPS office at (213) 978-0677 for assistance in identifying potential opportunities, and the Personnel Department's LA SNAP Jobs Coordinator at (213) 847-9248 to obtain a referral list of potential hires.

14. Slavery Disclosure Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, the resultant contract is subject to the applicable provisions of the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Unless a specific exception applies, the Ordinance requires contractors/consultants to complete an affidavit certifying that contractor/consultant has searched any and all records of its company regarding records of participation or investments in, or profits derived from Slavery, including Slaveholder Insurance Policies issued during the Slavery Era and to disclose such records and identify the names of any enslaved persons or slaveholders described in the records.

Only the successful Proposer will be required to submit the affidavit.

Failure to fully and accurately complete the affidavit may result in termination of the contract.

15. General

The Proposer shall submit one (1) original and six (6) copies of the proposal and any related information, enclosed in a single, sealed package plainly marked with the words "Proposal for [name of project as referenced in the RFP]", to:

Department of Cultural Affairs
201 N. Figueroa St., Suite 1400
Los Angeles, CA 90012
ATTN: Jeffrey Herr

Proposals must be received no later than **4:00 p.m., April 22, 2009**

16. Signatures and Declarations

This proposal must be signed on behalf of the proposer by an officer authorized to bind the proposer, and must include the following declaration:

“This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for himself an advantage over any other proposer”.

Failure to include the above declaration with your proposal may be grounds for rejecting that response to this Request for Proposals.

17. Public Documents

All proposals submitted in response to this RFP will become the property of the City of Los Angeles and will be a matter of public record, subject to the State of California Public Records Act (California Government Code Section 6250 *et seq.*). Proposers must identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims is exempt from disclosure under the California Public Records Act (CPRA). Any Proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the Proposer claims is not subject to disclosure under the Act. Please note that wholesale use of headers/footers bearing designations such as “confidential,” “proprietary,” or “trade secret” on all or nearly all of a proposal 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.

In addition to the requested copies above, all Proposers must supply one unbound, complete, duplicate copy of its proposal with those specific items claimed as exempt clearly marked (redacted). This copy must identify what specific information (if any) in their proposal that they claim, in good faith, is exempt from disclosure under the CPRA.

Any Proposer claiming such exemption must also state in the proposal the following:

“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 a statement shall constitute a waiver of a Proposer's right to exemption from disclosure.

18. Proposal Evaluation

The City will evaluate only written and signed Proposals from companies or individuals who specifically accept full responsibility for fulfilling all services to be performed by the Proposer as requested in this RFP. The City reserves the right to interview Proposers for the purpose of evaluation and clarification of Proposals and, in addition, to obtain such additional information the City feels is in the best interests of the City and to further negotiate with one or more of the Proposers. The City reserves the right to exercise its best judgment in the evaluation of all Proposals. The City reserves the right to reject any or all Proposals and to waive any informality in the Proposal when to do so would be to the advantage of the City. The City reserves the right to withdraw the RFP, to reject any proposal for noncompliance with RFP provisions, or not to award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the City. The City may also reject the Proposal of any Proposer who has previously failed to timely and satisfactorily perform any contract with the City.

19. Proposal Award Deadline

The City may enter into an agreement on the basis of the Proposal at any time within one year after receipt of Proposals. If no contract is awarded within six months from the date herein required for the submission of the Proposals, any Proposer may withdraw its Proposal. No Proposal submitted may be withdrawn prior to such time without express written consent of the Department of Cultural Affairs.

20. Proposers' Conference

The main purpose of the Proposer's Conference is to give potential proposers the opportunity to pose questions regarding the RFP or general administrative questions. A City representative will be available to reply to any relevant questions from prospective proposers concerning the RFP. Proposers are encouraged to submit their questions in writing prior to the conference, and arrange to the extent possible, for all questions to be answered at the conference. No minutes will be taken at the Proposer's conference. Attendees at the conference will be responsible for taking their own notes.

21. Americans with Disabilities Act:

The contractor shall comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq and complete the attached compliance form.

22. Child Support Assignment Orders: This contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Orders.

CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto and incorporated herein by this reference. Pursuant to this Section, CONTRACTOR (and any subcontractor providing services to CITY under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for CONTRACTOR or CONTRACTOR's subcontractor's employees applicable to Child Support Assignment orders; (2) certify that the principal owner(s) of CONTRACTOR and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family code section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract, Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of CONTRACTOR or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notice of Assignment or the failure of any principal owner(s) of CONTRACTOR or applicable subcontractors to comply with any Wage and Earnings Assignment orders and Notices of Assignment applicable to them personally shall constitute a default of this contract subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to CONTRACTOR by CITY.

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

23. Contractor Evaluation Program RFP Language

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 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 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.