

August 17, 2010

# LOS ANGELES FIRE DEPARTMENT



MILLAGE PEAKS  
FIRE CHIEF

August 3, 2010

BOARD OF FIRE  
COMMISSIONERS  
FILE NO. 10-080

TO: Board of Fire Commissioners

FROM: Millage Peaks, Fire Chief *me. P.*

SUBJECT: APPROVAL OF THE REQUEST FOR PROPOSAL TO PROVIDE  
EMERGENCY MEDICAL SERVICE (EMS) ON LINE CONTINUING  
EDUCATION (CE) COURSES FOR EMS RECERTIFICATION

FINAL ACTION: <input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/ Corrections	<input type="checkbox"/> Withdrawn
<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Field	<input type="checkbox"/> Other

**RECOMMENDATIONS:** That the Board:

1. Approve the attached Request for Proposal to provide EMS online CE courses for EMT recertification.
2. Approve the release of the attached Request for Proposal to provide EMS online CE courses for EMT recertification.

**Summary:**

The Request for Proposal is to solicit proposals for a one-year contract, with option for renewal from qualified vendors to provide EMS on line CE courses via a Learning Management System (LMS), for EMS recertification, to members of the Los Angeles Fire Department.

The Los Angeles Fire Department is in the process of changing the delivery method for its Emergency Medical Technician (EMT) recertification program to include 12 hours of CE per member over a two-year period. Members will be able to access the CE courses from Department computers or their personal computers.

The new program will change the current three day "Refresher" based program to an EMT recertification by continuing education which includes modules for on line and in-classroom education, as well as CPR and skills training.

**Fiscal Impact:**

Funds have been identified and are available in Account 40J, Vet Funds. The total appropriation and the City's obligation hereunder is One Hundred Thousand Dollars (\$100,000). There will be no fiscal impact on the General Fund.

**Conclusion:**

Approval of the recommendations to approve and release the attached Request for Proposal will allow the Department the ability to provide EMS recertification on line which will further minimize company closures and keep resources in their districts.

Board Report prepared by Kimberly Perry, Management Analyst I, Training and Support Bureau.

Attachment

**EMERGENCY MEDICAL SERVICES (EMS)  
ON LINE CONTINUING EDUCATION (CE)  
SERVICE PROVIDER &  
LEARNING MANAGEMENT SYSTEM (LMS)**

**REQUEST FOR PROPOSAL  
LAFD No. XXX**



**Prepared By**

**Los Angeles Fire Department (LAFD)  
Training and Support Bureau**

**August 31, 2010**

## **DRAFT # 4**

### **Request for Proposals (RFP) EMS On Line CE Service Provider & LMS**

**DATE ISSUED:** August 31, 2010

**TITLE:** **EMERGENCY MEDICAL SERVICE (EMS) ON LINE CONTINUING EDUCATION (CE) SERVICE PROVIDER & LEARNING MANAGEMENT SYSTEM (LMS)**

**DESCRIPTION:** The purpose of this RFP is to solicit proposals for a one-year contract, with option for renewal; from qualified vendors to provide EMS on line CE courses via a LMS, for EMS recertification, to members of the Los Angeles Fire Department (LAFD).

The Los Angeles Fire Department is in the process of changing its Emergency Medical Technician (EMT) recertification program to include 12 hours of CE over a two year period. Users will access the CE courses from Department computers or their personal home computers.

CE content must be available at a basic life support (BLS) level of understanding. It is desirable that content also be available in advanced life support (ALS), NFPA, OSHA, and Human Relations (HR) to allow for expansion of this project. All EMS content must meet approval of the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS) and/or have a State of California Continuing Education Provider number.

The EMS CE service provider company must also have a LMS that includes management tools to track, assign, manage, document, and keep records for all students. Service provider must be able to customize course content to the LAFD specific policies and procedures, as well as the ability for the LAFD to create and develop custom courses. Proprietary rights of LAFD custom courses will remain with the LAFD.

**PRE-PROPOSAL** **Tuesday, September 21, 2010, 1:00 p.m. (Pacific Standard Time)**  
**CONFERENCE:** Frank Hotchkiss Memorial Training Center  
1700 Stadium Way  
Los Angeles, CA 90012  
**ATTENDANCE OPTIONAL**

**SUBMISSION DEADLINE:** **Tuesday, October 12, 2010, 2:00 p.m. (Pacific Standard Time)**  
Please submit five copies of the written proposal. Proposals are to be submitted in a sealed package, clearly marked with the words **"Emergency Medical Services On Line Continuing Education Service Provider & Learning Management System."**  
**HAND OR COURIER DELIVERY ONLY – NO EXCEPTIONS.**



**SUBMISSION ADDRESS:**

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Training and Support Bureau  
Los Angeles Fire Department  
200 North Main Street, Room 1680  
Los Angeles, CA 90012  
(213) 978-3536  
E-mail: [kimberly.perry@lacity.org](mailto:kimberly.perry@lacity.org)

**RFP COORDINATOR:**

Kimberly Perry, Management Analyst I  
(213) 978-3536 (213) 978-3514 FAX  
E-mail: [kimberly.perry@lacity.org](mailto:kimberly.perry@lacity.org)

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## 1.0 OVERVIEW AND BACKGROUND

As part of the effort to improve the delivery of EMS CE, LAFD, through its Training and Support Bureau, is seeking competitive proposals from qualified vendors to provide Emergency Medical Services On Line Continuing Education that is incorporated into a Learning Management System.

## 2.0 SCOPE OF WORK

### 2.1 General Guidelines

The selected Proposer will provide through a one-year contract, with renewal options, delivery of EMS curriculum through online education via a LMS for approximately 2600 Emergency Medical Technicians (EMT's) from the LAFD.

### 2.2 Specific Guidelines

The following are the requirements for the educational content portion of the contract:

- CE Provider must have a CE Provider Number that is approved within the State of California and/or have a CECBEMS Provider Number (Continuing Education Coordinating Board for Emergency Medical Services).
- Provide CE content considered "Instructor Based" with a response turn around time of 48 hours or less.
- Vendor provides EMT level content.
- Vendor capable of incorporating LAFD content into contracted on line CE courses.

The following are desired elements for the educational content portion of the contract:

- Desirable for Vendor to provide Paramedic, Fire, Occupational Safety & Health Administration (OSHA) and Human Resources (HR) content.

The following are the required elements for the Learning Management System (LMS):

- Capability to track members' progress of CE and test completion through LMS.
- Provide an electronic and printable transcript of CE course completion.
- Telephonic support for administrators.
- Administrator ability to view license/certification information based on a 2 year compliance period.
- Supervisors or administrator can assign training for subordinates.
- Supervisors or administrator can view subordinates transcripts.
- Vendor provides various administrative controls over testing process.
- Design program so that member can not skip over material to complete the test.
- Randomized test questions to avoid replication
- Bank of test questions to avoid replication
- Ability for the LAFD to set failure requirements/criteria
- Block ability of member to print, copy or e-mail test questions
- Administrator ability to limit number of CE's bases on categories
- Generate e-mails to members &/or their supervisors on course completion status, certification status, & course progress.
- Generate group e-mails to all end users.
- Generate exception reports (ie: members whose license has expired, or members who have not completed specified course)
- Ability to track multiple certification/licenses (ie: EMT, PM, Drivers License, etc)
- Track all aspects of training, including, but not limited to: employee name, identification number, employing department, classification, email, course completion status, percentage, questions answered incorrectly, date, time spent completing the course, and other parameters
- Software must be compatible with City standard equipment (PC) and standard internet software (e.g. Internet Explorer, Firefox, and Flash).
- Provide software and courseware requirements as well as technical support to provide an interactive computer course.
- Ability to develop LAFD specific test questions.
- LMS must have the ability to run customizable reports and extract data in CSV, XLS format, or PDF.
- LMS is either SCORM compliant or easily transferred to any other database structure.

- LMS should have advanced administration tools (multi-level administrator rights for system administrators, department coordinators, and users)
- Service provider be able to customize courses for LAFD specific policies and procedures, as well as the ability for the LAFD to create and develop custom courses. Proprietary rights of LAFD custom courses will remain with LAFD.

### **Server (LMS) Requirements**

- Single-tenant database
- Proposers must provide documentation of their facility's physical security
- Proposers must provide documentation of their network's logical security (e.g., internal server and firewall setup)
- Must be able to support a minimum of 500 simultaneous connections to training

### **Data Sync and Automation (LMS)**

- Integrate and automate data sync, such as Employee IDs, Names, Departments, Course information and Email, with the City's Training Management System (ColdFusion application on a DB2 database)

*The Department expects that through providing a portion of EMT Training via on-line courses, the LAFD will benefit by improving operational efficiencies through:*

- *Reducing the time resources are out of service.*
- *Reducing wear and tear on LAFD apparatus.*
- *Increasing the time Companies remain available within their assigned districts.*

## **3.0 QUALIFICATIONS OF THE PROPOSER**

### **3.1 Acceptable Proposers**

Proposals will be accepted only from the following types of individuals or organizations (partnership/corporation/businesses/companies/firm):

- A. The Proposer is qualified to conduct business in the State of California.

- B. If the Proposer is a corporation or limited liability company, the Proposer must be in good standing with the California Secretary of State or the State of registration.
- C. The Proposer has not been determined to be nonresponsive or been debarred by the City.
- D. The Proposer is not currently debarred by the federal government; any state government, including the State of California; or local government.

### **3.2 Staffing**

The Proposer must provide an adequate number of competent staff to fulfill the Agreement terms resulting from this RFP, and perform the services at the quality level outlined in this RFP. The Proposer must assure continued provision of services to the City, unless otherwise excused by the City.

## **4.0 GENERAL PROPOSAL CONDITIONS**

### **4.1 Acceptance of Terms and Conditions**

The submission of a proposal pursuant to this RFP will constitute acknowledgement and acceptance of all the terms and conditions set forth in this RFP.

### **4.2 Financial Responsibility**

The Proposer understands and agrees that the City is not responsible for any costs incurred by the Proposer in responding to this RFP. Proposers who respond to this RFP including attendance at the Pre-Proposal Conference, post-submission interview of the Proposer, etc., do so solely at their own expense. The Proposer will not include any such expenses as a part of the price proposed in response to this RFP.

### **4.3. City's Right of Withdrawal and Rejection of Proposals**

Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw and/or terminate this RFP at any time during the process. The City also reserves the right to reject any and all proposals submitted, or to waive any minor administrative irregularities or informality contained in any proposal, when to do so would be to the advantage of the City or its taxpayers.

#### **4.4 Proposer's Right to Withdraw Proposal**

The Proposer may withdraw a submitted proposal in writing at any time prior to the specified due date and time. Faxed withdrawals will be accepted with the original withdrawal to follow by mail. A written request to withdraw, signed by an authorized representative of the Proposer must be submitted to the Department at the address specified herein for submittal of proposals. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the specified submission deadline. All proposals submitted and not withdrawn prior to the end of the submission deadline, will be firm and may not be withdrawn after the submission deadline for a period of one hundred eighty (180) calendar days following the deadline for submission of proposals specified in this RFP.

#### **4.5 Disposition of Proposals and Disclosure of Information**

All proposals submitted in response to this RFP will become the property of the City and will be a matter of public record subject to the State of California Public Records Act (California Government Code Section 6250 *et seq.*). (A copy of this Act may be accessed on the Internet at [http://lacounty.info/public\\_records\\_gov\\_codes.htm](http://lacounty.info/public_records_gov_codes.htm).) Proposers must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the Proposer claims is exempt from disclosure under the California Public Records Act. 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 said Act. The City will make its independent determination as to whether the identified material is subject to disclosure under the Act.

#### **4.6 Requests for Technical Assistance during the Proposal Preparation Process**

As of the issuance date of this RFP, and continuing until the time for submitting written questions has expired, Proposers will address all questions regarding the RFP and their proposals in writing to the following:

Kimberly Perry, Management Analyst I  
EMS On Line CE Service Provider & LMS RFP  
Los Angeles Fire Department  
200 North Main Street, Room 1680  
Los Angeles, CA 90012  
(213) 978-3536  
E-mail: [kimberly.perry@lacity.org](mailto:kimberly.perry@lacity.org)



All questions submitted prior to the Pre-Proposal Conference will be answered during the Question-and-Answer portion of the conference agenda.

#### **4.7 Conferences During the Evaluation Period**

After submittal of proposals, and continuing until the Agreement is awarded, all City personnel and agents of the LAFD involved in the RFP process will be specifically directed against holding any meetings, conferences, or technical discussions with any Proposer, except as provided in this RFP. Proposers will not communicate in any manner with City personnel, or their agents, regarding this RFP or any responding proposals during this period of time, unless the communication relates solely to the scheduling of interviews, if applicable, or unless otherwise authorized in writing by the RFP Coordinator. Failure to comply with this requirement will automatically terminate further consideration of that firm's or individual's proposal.

#### **4.8 Proposal Conditions and Limitations**

Proposals that set forth conditions or limitations conflicting with those set forth in the RFP may be considered non-responsive and rejected.

#### **4.9. Proposal Interpretations and Addenda**

Any change to, or interpretation of, this RFP will be sent by the Department to each firm or individual to whom an RFP has been distributed. Any such changes or interpretations will become a part of said RFP and may be incorporated into any agreement awarded pursuant thereto.

#### **4.10 Workspace Not Provided by the City**

The City will not provide workspace to Proposers for the purpose of preparing their proposal.

#### **4.11 Support Services**

The City will not provide parking, clerical, e-mail, telephone, or document reproduction services to Proposers for the purpose of preparing their proposals.

## **5.0 CONTENTS OF PROPOSAL**

The response to this RFP must be made in accordance with the format and the order set forth herein. Failure to adhere to this format may be considered non-responsive and, therefore, be cause for rejection of the proposal. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material. It is the City's intent to award a contract, in a form approved by the City Attorney, to the selected Proposer. This RFP and the proposal submitted, or any part thereof, may be incorporated into and made a part of the Agreement. Proposals accepted by the City constitute a legally binding contract offer by the Proposer.

## **5.1 In Writing**

All proposals must be submitted in writing. The Proposer must complete and return all applicable documents, including forms and supporting documents. The City may deem a Proposer non-responsive if the Proposer fails to provide all required documentation and copies.

## **5.2 Response Requirements to the RFP Specifications**

The Proposer must provide a paragraph by paragraph (also bullet by bullet, as appropriate) response to those sections and related appendices, attachments, and exhibits of this RFP that require Proposer responses.

The proposal must set forth accurate and complete information as required in this RFP. Unclear, incomplete and/or inaccurate documentation will not be considered. Falsification of any information will result in disqualification from this selection process, or in termination of a contract, if discovered in the future. If the Proposer knowingly and willfully submits false performance or other data, the City reserves the right to reject the proposal.

If it is determined that a contract was awarded as a result of false performance or other false data submitted in response to this RFP, the City reserves the right to terminate the contract. Portions of the proposal that include content from the RFP that has been altered in any manner must be footnoted and referenced in a separate ATTACHMENT to the proposal.

Unnecessarily elaborate, lengthy proposals, or other presentations beyond those needed to give a sufficient, clear response to all the RFP requirements are not desired.

The proposal must meet the following formatting standards in Microsoft Word:

- A. Font: Arial.
- B. Font size: 12 point.
- C. Margins: At least one inch on all sides.
- D. Line spacing: Single-spaced between sentences, double-spaced between paragraphs.
- E. Double-sided print on plain white paper.
- F. Each page (excluding that section of the proposal devoted to City forms) including attachments, must be numbered sequentially in the lower right corner of the page as a footer to indicate "Page \_\_\_\_ of \_\_\_\_."
- G. Use the indicative mood in the narrative (must, will, etc.).

### **5.3 Packaging of Proposal**

The proposal must be enclosed in one or more sealed containers (envelopes, boxes, etc.). Each container must be plainly marked in the upper left-hand corner with the name and address of the Proposer. Additionally, each container will be labeled in the following manner:

"Los Angeles Fire Department  
Emergency Medical Services On Line Continuing  
Education/Learning Management System."  
REQUEST FOR PROPOSALS NO. LAFD 2010-XXX

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

### **5.4 Number of Copies Required**

The Proposer must submit one original and five (5) consecutively numbered hard copies, with the original and each copy contained in its own 3-ring binder. The original must be marked "Original" on the cover and must bear the actual "wet" signature(s) of the person(s) authorized to sign the proposal. Signatures must be made in **blue ink only**.

Corporations must affix their corporate seal. The copies must be numbered on the upper right-hand side of the cover to indicate "Copy No. \_\_\_\_."

Proposers must also submit one copy on a CD-ROM disk that contains all of the contents of their proposal. The Department standard for electronic documents is Microsoft Word 2000 or later. The following information will be clearly and neatly completed on the label of the disk:

1. Name of RFP;
2. RFP No.; and,
3. Name of Proposer(s) submitting the disk.

## **5.5 Omissions or Deviations from the RFP Specifications**

The Proposer must fully describe any omissions or deviations from the specifications set forth in this RFP and the reasons why said omissions or deviations are in the best interest of the City.

## **5.6 Cover Letter**

Each proposal must be accompanied by a cover letter that identifies the company name, legal business status (e.g., individual, partnership, corporation, etc.), the state in which the business is incorporated or registered, address, telephone number, fax number, and if applicable, the Proposer's e-mail address. The cover letter must contain a general statement of the purpose for submission and must indicate the name, title, address, and telephone number of the person or persons authorized to represent the Proposer in order to enter into negotiations with the City with respect to this RFP and any subsequently awarded contract. The cover letter must also indicate any limitation of authority for any person named.

The cover letter must be signed by a representative or officer of the Proposer who has been authorized to bind the firm to all provisions of the RFP, any subsequent changes, and to the Agreement, if an award is made.

If the Proposer is a partnership, a general manager must sign the proposal in the name of the partnership thereof. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation by two (2) authorized Officers (a Chairperson of the Board, President or Vice President, and a Secretary, Treasurer, or Chief Financial Officer) or an Officer authorized by the Board of Directors to execute such documents on behalf of the corporation. The corporate seal must be affixed. If the Proposer is a joint venture, duly **authorized representatives from each**

**corporation** must sign the proposal or partnership as described above. **All above signatures must be original (“wet”) and written in blue ink only.**

Proposals submitted by consortiums, joint ventures, or teams will not be considered responsive unless it is established in the proposal that all contractual responsibility rests solely with one member of the group or one legal entity. The proposal must identify the responsible entity.

## **5.7 Work Plan of Services to be provided**

The Work Plan must describe in detail the Proposer’s understanding of the services required under this RFP and the methodologies planned to deliver the desired results. The Work Plan must also identify major tasks to be completed and must include a schedule of performance. The proposal must demonstrate that the Proposer can provide enough competent staff to provide the required services at the quality level outlined in this RFP and have complete flexibility for establishing an effective management and organization structure.

## **5.8 Cost Breakdown**

Proposers responding to this RFP must submit a pricing proposal for the desired services. Proposers must explain what their experience has shown to be the costs associated with the services delineated in this RFP.

	Cost for 2000 – 3000 users	Cost for 3001 – 4000 users
12 hours CE, unlimited administrative rights, & LMS		
Unlimited CE, unlimited administrative rights, & LMS		

Additionally, should the LAFD wish to have the Proposer produce on line content for the LAFD, the proposer will enumerate the time required to assemble each course, inclusive of all content (images, videos, quizzes, etc.) and cost per completed hour course. Proposer should indicate

average “Time to Develop One Hour of Training” in degrees of complexity, which may include:

Time and Cost Per Course		
	Time to Develop a Completed Hour of Training	Cost Per Completed Hour of Training
Limited interactivity (minimal animations, video, interactive content)		
Moderate interactivity (limited animations, video, interactive content)		
High interactivity (multiple animations, video, interactive content)		

Proposer acknowledges and agrees that all documents, publications, databases, videos, reports, analyses, studies, drawings, information, or data (collectively referred to as “Materials”), originated and prepared by Contractor pursuant to any resulting agreement, will be deemed “Work Made for Hire” and shall become the property of the City for its use in any manner it deems appropriate. To the extent that any such Materials are not deemed to be a Work Made for Hire, the Proposer agrees to assign any and all of its respective interests and rights in such Materials to the City. The quoted cost of the course must be inclusive of all the facts stated above.

Prior to the implementation of the training, the Proposer must incorporate or exclude any content, as requested by the City.

#### **Edits and Revisions Subsequent to Implementation of Training**

Proposer shall enumerate the cost of revisions or edits to the training content which may occur subsequent to the publishing of a successful training course. Such edits may need to be made as a result of new laws or policies and will need to be incorporated into the training. Unless otherwise agreed upon by the City, edits and revisions must be made within 30 days of any request.

Revisions		
	Time to Develop a Completed Hour of Training	Cost Per Hour of Training
Limited interactivity (minimal animations, video, interactive content)		
Moderate interactivity (limited animations, video, interactive content)		
High interactivity (multiple animations, video, interactive content)		

### **Technical Assistance for City Produced Courses**

As stated, City staff (Administrator) must have the ability to incorporate City-produced SCORM 1.2 compliant training into the LMS (real time content upload capability). The Proposer may be asked to troubleshoot or provide technical support on City-produced courses, which may include testing the content prior to publishing to ensure that everything is properly configured to report to the LMS correctly. The Proposer shall enumerate the cost for providing technical support on an hourly basis on City Produced Courses, if not absorbed elsewhere in the contract.

### **All other Technical Assistance**

All other technical support, including that stipulated in the Deliverables section of this document (i.e., provide training and support to personnel assigned to track the course and implement future training), should be included as part of the contract.

The Department and the City will accept the proposal that appears to be in their best interest. Matters other than price will be considered in determining the award. No binding contract will exist between the selected Proposer and the Department and/or the City, until the City executes a written service contract.

## **5.9 Qualifications of the Proposer**

The proposal must describe the qualifications of the Proposer *to provide EMS Continuing Education accompanied with a Learning Management System* by reason of past experience with similar undertakings. The proposal must provide details as to the types of services provided in the past under contracts that were similar in scope as contemplated in this RFP, name(s) and contact information of client(s) for whom the services were provided, and the extent and exact nature of the service(s) provided. This section must also contain a statement of express permission for the City to contact any identified previous customers and request information on the performance of the Proposer. The Proposer must provide a minimum of one (1) reference of a Proposer project. Favorable consideration may be given to Proposers with multiple successful projects and/or references that are fire department agencies.

The proposal must contain sufficient documentation on the organizational and financial status of the Proposer to substantiate that the Proposer has the organizational and financial stability to continue in business throughout the period of the contract (e.g., annual corporate statements, balance sheets, profit and loss statements, cash forecasts, financial history, etc.).

## **5.10 Attachments to Proposal**

In the event the Proposer uses manuals and handouts as part of their training services, they must be submitted as attachments to the proposal.

## **5.11 Additional Data Proposer Wishes to Present**

Any other data the Proposer considers essential to the evaluation of its proposal must be clearly stated in this section. If there is no additional data the Proposer wishes to present, the proposal must state the following: "There is no additional data we wish to present."

## **5.12 Verification of Prior City Contracts**

The City Council adopted a resolution requiring vendors to provide a list of all City contracts held within the past ten years to be included in the response package on all bids and proposals. Performance on past contracts with the City of Los Angeles will be part of the evaluation criteria. Failure to disclose this information will deem the proposal non-responsive.

**Complete the following information for each contract with the City of Los Angeles within the past ten (10) years:**



<b>Contract Number:</b>
<b>Contract Amount:</b>
<b>Department with which Contract Held:</b>
<b>Name of Contact:</b>
<b>Title of Contact:</b>
<b>Telephone Number of Contact:</b>
<b>Dates and Types of Services Provided:</b>

### 5.13 Los Angeles Residence Information

It is the policy of the City 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 certain information on the employees of the firms contracting with the City, Attachment A, Los Angeles Residence Information of this RFP.

If the Proposer is a joint venture or other collaboration of separate entities, each member of the joint venture or collaboration must submit such a list.

### 5.14 Statement of Non-Collusion

Each proposal must include an executed Statement of Non-Collusion, **Attachment B**, of this RFP. If the Proposer is a joint venture or other collaboration of separate entities, each member of the joint venture or collaboration must submit an executed statement. Corporations must affix their corporate seal.

### 5.15 Nondiscrimination/Equal Employment Practices/Affirmative Action

The Proposer agrees not to discriminate during the performance of the Agreement against any employee or applicant for employment because of the employees or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition.

The Los Angeles Administrative Code Section 10.8.4 establishes an Affirmative Action Program for Proposers doing business with the City. (A copy of the City Charter and Administrative Codes may be viewed on the Internet at <http://lacodes.lacity.org>). As a condition of contract award, the selected Proposer will be required to comply with the provisions of the City's Affirmative Action Program. Proposers must refer to **Attachment C**, Nondiscrimination, Equal Employment Practices, and Affirmative Action, of

the RFP for additional information and instructions. Corporations must affix their corporate seal.

#### **5.16 Minority, Women and Other Business Enterprise Subcontractor Outreach Program**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts.

Proposers must assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBE's, WBE's and OBE's, have an equal opportunity to compete for and participate in City contracts. Equal opportunity will be determined by the Proposer's good faith efforts to comply with the City's Subcontractor outreach program as described in **Attachment D**, MBE/WBE/OBE Subcontractor Outreach Program, of the RFP. Participation of MBE's, WBE's, and OBE's may be in the form of subcontracting or joint venture. Failure to make a good faith effort to comply with said policy to provide documentation of good faith effort with the proposal renders the proposal non-responsive and will result in its rejection.

Proposers must refer to Attachment D, MBE/WBE/OBE Subcontractor Outreach Program of this RFP for additional information and instructions, and must submit documentation of good faith outreach efforts and the required forms at the time proposals are submitted.

#### **5.17 Child Support Obligations**

Proposers are advised that any contract awarded pursuant to this RFP will be subject to the applicable provisions of Los Angeles Administrative Code, Section 10.10, Child Support Obligations. City policy also requires that all contractors performing work for the City comply with all applicable state and federal reporting requirements relative to legally mandated child support.

Proposers must refer to **Attachment E**, Child Support Obligations, of this RFP for further information and instructions and must submit the required declarations at the time proposals are submitted. Corporations must affix their corporate seal.

#### **5.18 Americans with Disabilities Act**

Proposers are advised that any contract awarded pursuant to this RFP must comply with the Americans with Disabilities Act, 42 U.S.C., Section 12101 et seq.

#### **5.19 Living Wage Ordinance (LWO) and Service Contract Worker Retention Ordinance (SCWRO)**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, lessees and licenses of City property, and certain receipts of City financial assistance, must comply with the provisions of the Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). <http://bca.ci.la.ca.us/>

Proposers will refer to **Attachment F**, Living Wage Ordinance and Service Contractor Worker Retention Ordinance, for further information regarding the requirement of the Ordinances.

Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions must apply for exemption from the Ordinance by submitting with their proposal the Proposer/Contractor Application for Non-Coverage or Exemption. The List of Statutory Exemptions and the Application for Non-Coverage or Exemption are included in **Attachment F**.

#### **5.20 Equal Benefits Ordinance (EBO)**

Proposers are advised that any contract awarded pursuant to this procurement process will be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). <http://bca.ci.la.ca.us/>

Proposers must refer to **Attachment G**, Equal Benefits Ordinance, for further information regarding the requirements of the Ordinance. Corporations must affix their corporate seal.

All Proposers must complete and return, with their proposal, the Equal Benefits Ordinance Compliance Form [three (3) pages] contained in **Attachment G**. The Application for Reasonable Measures Determination [one (1) page] and the Application for Provisional Compliance [two (2) pages] have been included in **Attachment G** but should be submitted only if applicable. Instructions for completing EBO forms have also been included. Unless otherwise specified in this RFP, Proposers do not need

to submit supporting documentation with their proposals. However, supporting documentation verifying that the benefits are provided equally will be required of the Proposer that is selected for award of a contract.

#### **5.21 Contractor Responsibility Ordinance (CRO)**

Proposers are advised that any contract awarded as a result of this RFP process will be subject to the provisions of the Los Angeles Administrative Code Section 10.40 <http://www.lacity.org/bca/index.htm> et seq., Contractor Responsibility Ordinance (CRO). Proposers must refer to **Attachment H**, Contractor Responsibility Ordinance for further information regarding the requirements of the Ordinance.

All Proposers must complete and return, with their proposal, the Responsibility Questionnaire (**Rev. 05/10/02**) included in **Attachment H**. Corporations must affix their corporate seal to all pages in the Questionnaire that requires a signature. Failure to return the completed Questionnaire may result in a Proposer being deemed non-responsive.

#### **5.22 Slavery Disclosure Ordinance**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, <http://bca.ci.la.ca.us/>.

The Proposer that is eventually selected for award of the Contract will be required to submit the Affidavit contained in **Attachment I** to the Department before the Contract can be executed. Only the Proposer selected for award of the contract must submit an Affidavit.

#### **5.23 Contractor Evaluation Ordinance**

Proposers are advised that any contract awarded as a result of this RFP process will be subject to the provisions of the Contractor Evaluation Ordinance (Los Angeles Administrative Code, Section 10.39. <http://www.lacity.org/bca/index.htm> et seq.). In accordance with this Ordinance, the City must conduct an evaluation of a contractor's performance at the end of the Agreement.

The City may also conduct evaluations of the contractor's performance during the term of the Agreement. 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 Agreement. Information from

the evaluations will be kept in a centralized database, and City departments will consider that information, when awarding future contracts.

#### **5.24 City Business Tax Registration**

Proposers are advised that all contractors will be required to submit one copy of their City of Los Angeles Business Tax Registration Certificate (BTRC), or Vendor Registration Number (VRN), prior to execution of the contract. To obtain a BTRC or VRN call the Tax and Permit Division at (213) 978-1500 or visit [www.lacity.org/finance](http://www.lacity.org/finance). Possession of a BTRC or VRN is not required for the submission of a proposal, but will be required prior to execution of the contract.

#### **5.25 Los Angeles Municipal Lobbying Ordinance**

The Proposer must complete and return with its proposal Bidder Certification CEC Form 50, included in **Attachment J**. The Proposer agrees to comply with the Los Angeles Municipal Lobbying Ordinance if it qualifies as a lobbying entity under Los Angeles Municipal Code Section 48.02. A copy of the Municipal Lobbying Ordinance and CEC Form 50 are attached, which may also be found at <http://ethics.lacity.org/forms.cfm>.

#### **5.26 Insurance Certificates**

Contractors will be required to carry insurance coverage at a level to be determined by the City's Risk Manager, with the City named as an additional insured. The anticipated types and levels of insurance coverage are specified in **Attachment K**, Standard Provisions for City Contracts (Rev. 03/09), of this RFP. Contractors will be required to provide proof of insurance at the time of contract execution. **There is nothing for the Proposer to sign and/or return from the Standard Provisions regarding insurance issues with the proposal.**

#### **5.27 Requests for Technical Assistance**

Use the form in **Attachment L** to submit the written questions via fax described in Sections 7.0 and 7.1 Pre-Proposal Conference, page 18.

#### **5.28 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 is in excess of \$25,000 and a contract term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions

of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to **Attachment M**, "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

The Anticipated Job Opportunities Form (FSHO-1) and Subcontractor Information Form (FSHO-2) contained in the Attachment/Appendix shall only be required of the Bidder/Proposer that is selected for award of a contract.

## **6.0 CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

All Proposers are advised that any contract awarded as a result of this RFP process will be subject to the following provisions:

### **6.1 Confidentiality and Restrictions on Disclosure**

- A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement will remain the property of the City. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.
- B. The Contractor will make the Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents, and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents, and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

- C. The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- D. The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.
- E. Any reports, findings, deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- F. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

## **6.2 Document Control Procedure**

The Contractor will develop and administer a mutually acceptable Document Control Procedure over documents flowing to and from the City, in such a manner as to ensure that the confidentiality requirements of this Section 6 are met. Each document will be controlled through the use of a Document Control Number.

# **7.0 PRE-PROPOSAL CONFERENCE**

## **7.1 Pre-Proposal Conference**

A Pre-Proposal Conference will be held at the date and time specified on the cover page of this RFP. **Attendance at the Pre-Proposal**

**Conference is optional.** The Pre-Proposal Conference will include a panel of City representatives available to reply, within the scope of their knowledge, to any relevant question from prospective Proposers concerning this RFP. In order to facilitate answering questions, it is requested that Proposers submit questions in advance of the Pre-Proposal Conference to provide sufficient time to prepare responses. Proposers should submit questions in writing, at least three (3) business days prior to the Pre-Proposal Conference, either by fax (please use the Technical Assistance Request Form, **Attachment L**, of this RFP) or email to the following:

Kimberly Perry, Management Analyst I

Re: EMS On Line Continuing Education Service Provider  
RFP-2010-

FAX: (213) 978-3514 - Email: [kimberly.perry@lacity.org](mailto:kimberly.perry@lacity.org)

To the extent possible, responses to written questions received prior to the Pre-Proposal Conference will be provided during the Pre-Proposal Conference. Other questions may be answered during the Pre-Proposal Conference. Questions and responses posed at the Pre-Proposal Conference will not be disseminated back to the audience either on the Department web site or in writing. Attendees at the Pre-Proposal Conference will be responsible for taking their own notes and must bring a copy of the RFP with them for reference. Additional copies of the RFP **will not** be available at the conference.

## **7.2 Reasonable Accommodations for Persons with Disabilities**

As covered under Title II of the Americans with Disabilities Act, the City does not discriminate on the basis of disability and, upon request, will provide reasonable accommodations to ensure equal access to its programs, services, and activities. If an individual with a disability requires accommodations to attend a Pre-Proposal Conference or other on-site visits, please contact the RFP Coordinator at least five (5) business days prior to the scheduled event.

## **8.0 DEADLINE FOR SUBMISSION OF PROPOSALS**

### **8.1 Deadline and Address for Submittal of Proposal**

Proposals must be delivered in **person or by courier service** and must be received by **2:00 p.m. (Pacific Standard Time), October 12, 2010**. Proposals must be addressed to:

Kim Perry, Management Analyst I  
Training and Support Bureau



EMS On Line Continuing Education Service Provider RFP  
Los Angeles Fire Department  
200 North Main Street, Room 1680  
Los Angeles, CA 90012  
(213) 978-3536  
Email: [kimberly.perry@lacity.org](mailto:kimberly.perry@lacity.org)

The envelopes or binders containing the proposal must clearly identify the RFP for which the proposal is being submitted with the following statement:

“RFP No. 2010-EMS On Line Continuing Education Service  
Provider for the Los Angeles Fire Department”

Persons who deliver a proposal will be issued a “Notice of Receipt of Proposal.” The original copy of the submitted proposal will be marked with a time and date stamp. Timely submission of the proposal is the sole responsibility of the Proposer. The City reserves the right to determine the timeliness of all submissions. Late proposals will not be reviewed. All proposals delivered after the stated deadlines will not be accepted and will be returned unopened to the Proposer.

**Proposals submitted via U.S. Mail, facsimile, or email will not be accepted.**

## **8.2 Number of Copies Required**

The Proposer must submit one original and five (5) consecutively numbered hard copies. The original must be marked “Original” on the cover and must bear the actual “wet” signature(s) of the person(s) authorized to sign the proposal. Signatures must be made in blue ink. The copies must be numbered on the upper right hand side of the cover to indicate “Copy No. \_\_\_\_.” All pages must be firmly stapled in the upper left-hand corner. Specialized coverings, paper clips, or other removable fasteners are not acceptable.

Proposers must also submit one (1) copy on a CD –ROM disk that contains all of the contents of their proposal. The Department standard for electronic documents is Microsoft Word 2000 or later. The following information will be clearly and neatly completed on the label of the disk:

1. Name of RFP;
2. RFP No.; and,
3. Name of Proposer(s) submitting the disk.

## 9.0 EVALUATION PROCESS AND CRITERIA

### 9.1 Evaluation Process

An Evaluation Committee comprised of representatives from the Department, and other City Departments, as needed, will evaluate the proposals. In addition, the Evaluation Committee may utilize the services of appropriate experts to assist in the evaluation process.

Using the evaluation criteria described below, the Evaluation Committee will determine which Proposer(s), if any will be placed on a short list for further consideration.

### 9.2 Oral Interview/Presentation

The Proposers on the short list may be required to participate in an oral interview/presentation to the Evaluation Committee. The Proposers on the short list will be informed of the time and the place for the oral interview/presentation, not less than five (5) business days prior to the interview/presentation. The interview/presentation will include a discussion of the services required under this RFP. The successful Proposer will be named after the proposals and interviews/presentations are evaluated.

### 9.3 Evaluation Criteria

Proposals will be evaluated based on the criteria set forth below:

EVALUATION CRITERIA	MAXIMUM POINTS
Experience of the Proposer as a firm – depth of resources.	10
Quality, quantity, & variety of educational content.	20
Quality, capabilities, & suitability of the Learning Management System.	20
Past performance of the firm on contracts of similar size and scope – References.	10
Quality and responsiveness of the proposal.	10
Organization's financial stability.	10
Quality assurance guarantees and estimated time frame.	10
Proposal level of fees – Best overall value to the City.	10
<b>Total Maximum Points</b>	<b>100</b>

The goal of the evaluation process is to effectively and efficiently gather information per the selection criteria. The evaluation committee will weigh this information and the selection criteria appropriately to select the best business solution for the Department.

## **10.0 NOTIFYING UNSUCCESSFUL PROPOSERS**

After evaluation of the proposals has been completed, all Proposers will be notified in writing by mail of the name of the successful Proposer. A debriefing session will be held fifteen (15) calendar days after the mailing of the notices to the unsuccessful Proposers.

If a Proposer wishes to file a protest of the selection made by the Evaluation Committee, they are to follow the instructions outlined in Section 11 – Proposal Protest of this RFP.

## **11.0 PROPOSAL PROTEST**

Protests concerning this RFP process will be accepted by the Department based on either the RFP content (terms and conditions as set forth in the RFP) or the staff recommendation for contract award.

A protest based on the content (terms and conditions as set forth in the RFP) of the RFP must be filed within fifteen (15) calendar days after the RFP is first advertised. The Department will respond in writing by mail to protestor(s) within fifteen (15) calendar days of receipt of the protest. Should the Department determine that a revision to the RFP is appropriate, the Department will notify in writing by mail all firms in attendance at the Pre-Proposal Conference of any revisions to the RFP process. The Department's final written report on the Department's RFP process and staff recommendation of the contract award will contain an account of all protest(s) filed based on the RFP content, and shall also include the Department's response(s) to the protest(s). The Department's report shall be forwarded to the Mayor and City Council, and/or the City's Board of Fire Commissioners (as appropriate), for their consideration.

A protest based on the specific selection process must be filed with the Department within fifteen (15) calendar days after staff recommendation for contract award has been made available to the public. The Department will notify Proposers in writing by mail of the Department's staff recommendation of contract award. Upon receipt of any protests on the specific selection process, a review of the protest(s) shall be conducted by the Protest Review Committee. A protest hearing will be convened at a publicly noticed meeting. Protesting parties will be notified of the specific date, time and location that the protest will be discussed, and will be given the opportunity to present their arguments at the public session. The Department will conduct the hearing within thirty (30) calendar days of the protest submission deadline. The findings of the Committee will be presented to the City's Board of Fire Commissioners for consideration at one of its scheduled public meetings.

If the protest submission deadline falls on a weekend or a holiday, then the deadline will be extended to the next business day.

All protests regarding this RFP must be in writing and sent by certified mail with return receipt to:

Department Contract Coordinator  
Los Angeles Fire Department  
Administrative Services Bureau, Contracts Unit  
200 North Main Street, 16<sup>th</sup> Floor, Room 1630  
Los Angeles, CA 90012

All protests must include the following information:

1. Name, address, and telephone number of the protester.
2. Name and number of this RFP.
3. A full and complete written statement specifying in detail the legal and factual grounds of the protest, including copies of relevant documents.
4. Statement as to the form of relief requested.
5. Request that the Protest Review Committee make a recommendation regarding the protest to the Board of Fire Commissioners.

## 12.0 CONTRACT TERMS

The Proposer who is selected will be required to enter into a written agreement with the City in a form approved by the City Attorney. This RFP and the selected proposal, or any part thereof, may be incorporated into and made a part of the final Agreement. However, the City reserves the right to further negotiate the terms and conditions of the Agreement with the selected Proposer. The Agreement will, in any event, provide a firm fixed price to be paid by the City for the purpose of performing the services as provided herein under Section 2, Scope of Work.

Contract documentation will begin immediately following the final decision by the City. It is the Department's intent to enter into a contract for a term of one year.

The document titled Standard Provisions for City Contracts (Rev. 03/09) is attached hereto as **Attachment K** of this RFP and will be incorporated into and made a part of the final contract.

## 13.0 LIST OF ATTACHMENTS

- A. Los Angeles Residence Information
- B. Statement of Non-Collusion
- C. Nondiscrimination, Equal Employment Practices, Affirmative Action Program
- D. Minority, Women and Other Business Enterprise Subcontractor Outreach Program
- E. Child Support Obligations
- F. Living Wage Ordinance (LWO) and Service Contract Worker Retention Ordinance (SCWRO)
- G. Equal Benefits Ordinance (EBO)
- H. Contractor Responsibility Ordinance (CRO)
- I. Slavery Disclosure Ordinance (SDO)
- J. Bidder Certification CEC Form 50 and Municipal Lobbying Ordinance
- K. Insurance Certificates in Standard Provisions for City contracts (Rev. 03/09)
- L. Requests for Technical Assistance

## 14.0 PROPOSER CHECKLIST

### 14.1 General Information

- \_\_\_\_\_ One (1) original and five (5) complete copies in 3-ring binders, as well as one (1) copy on a CD-ROM disk containing a copy of the proposal and related documents.

### 14.2 Required Content of Proposal

- \_\_\_\_\_ Cover Letter with appropriate signatures and corporate seal, if required (see Page 9, Section 5.6, for instructions).
- \_\_\_\_\_ Work Plan for Service to be provided, including schedule of performance (see Page 10, Section 5.7, for instructions).
- \_\_\_\_\_ Cost Breakdown (see Page 10, Section 5.8, for instructions).
- \_\_\_\_\_ Qualifications of the Proposer, including documentation on the organizational and financial status of the Proposer (see Page 13, Section 5.9, for instructions).
- \_\_\_\_\_ Additional Data Proposer Wishes to Present (see Page 13, Section 5.11, for instructions).
- \_\_\_\_\_ Verification of Prior City Contracts (see Page 13, Section 5.12, for instructions).

### 14.3 Required Related Documents

- \_\_\_\_\_ Los Angeles Residence Information Form (see Page 14, Section 5.13, and **Attachment A**).
- \_\_\_\_\_ Statement of Non-Collusion (see Page 14, Section 5.14, and **Attachment B**).
- \_\_\_\_\_ Non-discrimination/Equal Employment Practices/Affirmative Action Form(s) (see Page 14, Section 5.15, and **Attachment C**).
- \_\_\_\_\_ Minority, Women and Other Business Enterprise Subcontractor Outreach Program see Page 15, Section 5.16, and **Attachment D**).
- \_\_\_\_\_ Child Support Obligations Form (see Page 15, Section 5.17, and **Attachment E**).
- \_\_\_\_\_ Living Wage Ordinance (LWO) and Service Contract Worker Retention Ordinance (SCWRO) Form(s) (see Page 16, Section 5.19, and **Attachment F**).
- \_\_\_\_\_ Equal Benefits Ordinance (EBO) Form(s) (see Page 16, Section 5.20, and **Attachment G**).
- \_\_\_\_\_ Contractor Responsibility Ordinance (CRO) Form(s) (see Page 17, Section 5.21, and **Attachment H**).
- \_\_\_\_\_ Slavery Disclosure Ordinance (SDO) Form (see Page 17, Section 5.22, and **Attachment I**).
- \_\_\_\_\_ Los Angeles Municipal Lobbying Ordinance (see Page 18, Section 5.25, and **Attachment J**).
- \_\_\_\_\_ Insurance Certificates (see Page 18, section 5.26, and **Attachment K**).
- \_\_\_\_\_ Requests for Technical Assistance (see Page 18, section 5.27, and **Attachment L**).
- \_\_\_\_\_ First Source Hiring Ordinance Forms (see Page 18, section 5.28, and **Attachment M**).

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**ATTACHMENT A**

**LOS ANGELES RESIDENCE INFORMATION**

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**PROPOSER WORKFORCE INFORMATION**

**Proposer's Name (legal name of entity):** \_\_\_\_\_

Headquarters of Firm (Street Address): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Total Workforce: \_\_\_\_\_

Address of any Branch Office(s) Located Within the City of Los Angeles: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Workforce in Each Los Angeles Branch Office(s): \_\_\_\_\_

Percentage of Workforce in Each Los Angeles Branch Office(s) Residing in the City of  
Los Angeles: \_\_\_\_\_

Total Workforce Residing in the City of Los Angeles: \_\_\_\_\_

Percentage of Total Workforce Residing in the City of Los Angeles: \_\_\_\_\_



**ATTACHMENT B**

**STATEMENT OF NON-COLLUSION**

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## STATEMENT OF NON-COLLUSION

I, \_\_\_\_\_ (name of proposer), declare:

1. That I am authorized to submit this bid or proposal on behalf of  
\_\_\_\_\_ (name of contractor), and,
2. That the bid is genuine, not a sham or collusive, nor is it made in the interest of, or on behalf of, any person not herein named; and no one has directly or indirectly induced or solicited any other bidder or proposer to put in a sham bid, or any other person, firm or corporation to refrain from bidding; and no one has in any manner sought by collusion to secure for himself/herself an advantage over any other bidder or proposer.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at  
(Month) (Year)

\_\_\_\_\_, \_\_\_\_\_  
(Print Name of City) (State)

## CITY OF LOS ANGELES

### NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES • AFFIRMATIVE ACTION CONSTRUCTION & NON-CONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Affirmative Action Section, at (213) 847-6480.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:**
1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
  2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and non-construction contracts from \$1,000 to under \$100,000, the contractor agrees to:**
1. Adhere to the Nondiscrimination Clause above;
  2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
  3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:**
1. Adhere to the Nondiscrimination Clause above;
  2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
  3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
  4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
  5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
    - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
    - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. Subcontractors:**
1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
  2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are available from the Office of Contract Compliance or the awarding authority.

**E. Equal Employment Opportunity Officer:**

Please be advised that \_\_\_\_\_ is hereby

NAME OF DESIGNEE

TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

WORK ADDRESS

TELEPHONE

**F. Signed Certification – The Contractor, by its signature affixed hereto, declares under penalty of perjury that:**

1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performance of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and non-construction contract \$1,000 to under \$100,000;
3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and non-construction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: ☐ City Plan ☐ Company Plan.
5. The information contained herein is true and correct.

**All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.**

COMPANY NAME

AUTHORIZED SIGNATURE

ADDRESS

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

TELEPHONE

DATE

☐ PRIME ☐ SUB BCA Form (7/6/00)

**TOTAL COMPOSITION OF WORK FORCE**

OCC# \_\_\_\_\_

Contractor \_\_\_\_\_

Project Title \_\_\_\_\_

Length of Contract \_\_\_\_\_

Contractor Address \_\_\_\_\_ Work Force as of (Date) \_\_\_\_\_ (If you have no employees, write "no employee at this time.")

(Note: J – Journeyman, A – Apprentice, T – Trainee, F – Female, M – Male) <b>FOR CONSTRUCTION PROJECTS</b> (L.A. County Only)																							
	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN/PACIFIC ISLANDER			AMERICAN INDIAN/ ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER	
CRAFT	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F
Brick Layers																							
Carpenters																							
Electricians																							
Gunit Workers																							
Iron Workers																							
Laborers																							
Operator																							
Engineers																							
Painters																							
Pipe Trades																							
Plasters/Cement																							
Masons																							
Sheet Metal																							
Workers																							
Teamsters																							
Clerical																							
Supervisory																							
TOTAL																							

**FOR NON-CONSTRUCTION PROJECTS**

	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN/PACIFIC ISLANDER		AMERICAN INDIAN/ ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
OCCUPATION	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
Official & Managers																
Professionals																
Technicians																
Sales Workers																
Office/Clerical																
Semi-Skilled																
Laborers (Unskilled)																
Service Workers																
TOTAL																

Employment Statistics Were Obtained From: ☐ Available Records ☐ Visual Check ☐ Other (Specify) \_\_\_\_\_

**EQUAL EMPLOYMENT PRACTICES PROVISIONS**  
**Construction Contracts in excess of \$1,000 or more but less than \$5,000 and**  
**Non-Construction Contracts of \$1,000 or more but less than \$100,000**

**Sec. 10.8.3. Equal Employment Practices Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations, or forms may be used by an awarding authority of the City to accomplish the contract compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act that is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 1. Training and promotional opportunities; and
  - 2. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

**AFFIRMATIVE ACTION PROGRAM PROVISIONS**  
**Construction Contracts of \$5,000 or more and**  
**Nonconstruction Contracts of \$100,000 or More**

**Sec. 10.8.4. Affirmative Action Program Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act that is prohibited by law.
- K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

**Sec. 10.8.4. Affirmative Action Program Provisions cont.**

1. Every contract of \$5,000 or more that may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation.
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. **This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.**
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

**LOS ANGELES CITY AFFIRMATIVE ACTION PLAN**  
**LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS**

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the City of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance, which shall be subject to approval before the contract may be awarded.

**Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.**

**1. Construction Contracts Included.**

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority\*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

\*"Minority" is defined as the term "minority person" as defined in subsection (f) of section 2000 of the California Public Contract Code.

**2. Anticipated Utilization.**

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

**3. An Affirmative Action Plan.**

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

**a. Recruit and make efforts to obtain such employees through:**

- 1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- 2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- 3) Encouraging present minority, women and other employees to refer their friends and relatives.
- 4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- 5) Validating all job specifications, selection requirements, tests, etc.
- 6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- 7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

**b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.**

**c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.**

**d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.**

**e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.**

**f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.**



## LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS (CONT.)

The contractor shall make a good faith effort with respect to apprenticeship and training program to:

- a. Recruit and refer minority, women and other employees to such programs;
- b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
- c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.

The contractor shall establish written company policies, rules, and procedures that shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.

Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:

- a. What steps were taken, how and on what date.
- b. To whom those efforts were directed.
- c. The responses received, from whom and when.
- d. What other steps were taken or will be taken to comply and when.
- e. Why the contractor has been or will be unable to comply.

The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.

The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.

9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
14. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

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Date

---

Officer's Signature

---

Firm Name

---

Officer's Name and Title (Type or Print)

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**ATTACHMENT D**

**MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE  
SUBCONTRACTOR OUTREACH PROGRAM**

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## **PERSONAL SERVICE CONTRACTS**

### **MINORITY BUSINESS ENTERPRISE (MBE) WOMEN BUSINESS ENTERPRISE (WBE) AND OTHER BUSINESS ENTERPRISE (OBE) SUBCONTRACTOR OUTREACH PROGRAM**

#### **A. POLICY AND GOOD FAITH EFFORT DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts greater than \$100,000. Proposers shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs and OBEs have an equal opportunity to compete for and participate in contracts. A proposer's good faith efforts to reach out to MBEs, WBEs and OBEs shall be determined by the level of effort put into achieving the following indicators. Failure to meet expected MBE/WBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. However, failure to include supporting documentation of a good faith effort and failure to achieve a minimum of 75 out of 100 Good Faith Effort evaluation points will render the bid non-responsive and will result in its rejection. *Good Faith Effort is required even if the proposer has achieved the anticipated MBE/WBE participation levels.*

1	0
2	10
3	10
4	9
5	15
6	10
7	5
8	10
9	26
10	5
Total:	100

Each indicator (2-10) is evaluated on a pass/fail basis, i.e. either full or zero points can be achieved for compliance with each item (Partial credit will not be granted).

1	LEVEL OF ANTICIPATED MBE/WBE PARTICIPATION	No Points
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The proposer made a good faith effort to obtain participation by MBEs, WBEs and OBEs that could reasonably be expected by the Awarding Authority to produce a level of participation by interested sub-consultants, including a level of 20% MBE and 10% WBE.

2	ATTENDED PRE-PROPOSAL CONFERENCE	10 Points
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The proposer attended the pre-proposal conference scheduled by the RFP Coordinator to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement will be waived if the proposer certifies in writing prior to the pre-proposal conference that it is informed as to those project requirements.

**Required Documentation:** a) An employee of the proposer's company must attend the Pre-Proposal meeting and be listed on the attendance sheet. Credit may not be given if the employee arrives late or fails to sign the Pre-Bid meeting attendance attendance roster; or b) Submit a letter prior to the Pre-proposal meeting either by fax or by mail to the RFP Coordinator, Los Angeles Fire Department, 200 N. Main Street, Los Angeles, CA. 90012. Fax number is (213) 978-3544.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS	10 Points
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The proposer identified and selected specific items of the project to be performed by subconsultants in order to provide an opportunity for participation by MBEs, WBEs, and OBEs. The proposer shall, when economically feasible, divide total contract requirements into small portions or quantities to permit maximum participation of MBEs, WBEs, and OBEs. The proposer shall provide a worksheet showing the estimated dollar amount of each of the elements identified and selected for subcontracting.

**Required Documentation:** Proof of this must be demonstrated in either Indicator 4 or 5.

4	ADVERTISEMENT	9 Points
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The proposer advertised for subproposals or bids from interested business enterprises not less than ten (10) calendar days prior to the submission of proposal in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the Awarding Authority.

**Required Documentation:** A copy of the advertisement and a proof of publication statement or other verification which confirms the date the advertisement was published.

**Note:** The advertisement must be specific to the project, not generic, and may not be a plan holder advertisement provided by the publication. It should include the Fire Department project name, name of proposer, areas of work available for subconsulting, and a contact person's name and telephone number, information on the availability of plans and specifications and the proposer's policy concerning assistance to subconsultants in obtaining bonds, lines of credit and/or insurance. Consideration will be given to the wording of the advertisement to ensure that it did not exclude or seriously limit the number of potential respondents.

5	WRITTEN NOTICES TO SUBCONSULTANTS	15 Points
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The proposer provided written notice\* of its interest in receiving subconsultant proposals to those business enterprises, including MBEs, WBEs and OBEs, having an interest in participating in such selected work. The notice shall include the work elements identified in the worksheet prepared for Indicator 3. All notices of interest shall be provided not less than **ten (10) calendar days** prior to the date the proposals are required to be submitted. In all instances, proposer is to document that information concerning its interest in sub-proposer work was sent to available MBEs, WBEs, and OBEs for each item of work to be performed.

**Required Documentation:** A copy of each letter sent to available MBEs, WBEs and OBEs for each item of work to be performed. If there is only one master notification, then a copy of the letter along with a listing of all recipients will suffice. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, Los Angeles Fire Department project name, name of the proposer, and contact person's name, address, and telephone number.

\*This written notice can be used to satisfy Indicators 3, 7, and 10.

### CERTIFICATION AGENCIES

(Bidders should contact the following agencies to obtain current copies of MBE/WBE directories for listings of certified MBE/WBE firms.)

#### City of Los Angeles

Bureau of Contract Administration  
Office of Contract Compliance  
1149 s. Broadway St. Suite 300  
Los Angeles, CA 90015

(213) 847-1922  
(213) 847-2777 FAX  
<http://www.lacity.org/BC/index.htm>

#### Caltrans

State of California, Department of Transportation  
Civil Rights Program-MS#79  
1823 14<sup>th</sup> St.  
Sacramento, CA. 95814

(916) 445-3520 directory orders  
<http://www.dot.ca.gov/hq/bep/>

#### Los Angeles County Metropolitan Transportation Authority

Equal Opportunity Department  
1 Gateway Plaza  
Los Angeles, CA 90012-2952

(213) 922-2600  
(213) 922-7660 FAX  
<http://www.mta.net>

6	FOLLOW-UP ON INITIAL SOLICITATION	10 Points
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The proposer documented efforts to follow-up initial solicitations of interest by contacting the affected business enterprises to determine with certainty whether said enterprises were interested in performing specific portions of the project not less than **three (3) calendar days** prior to the date the bids were required to be submitted.

**Required Documentation:** A copy of telephone logs. These logs must include the name of the company called, telephone number, contact person, who did the calling, time, date, and the result of the conversation. Proposer must follow-up with all subconsultants to whom they sent letters (Indicator No. 5).

<b>7</b>	<b>PLANS, SPECIFICATIONS AND REQUIREMENTS</b>	<b>5 Points</b>
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The proposer provided interested subconsultants with information about the project scope, services requested, and other requirements for the selected subconsulting work.

**Required Documentation:** Include in Indicator 4 or 5, information detailing how, where and when the proposer will make the required information available to interested subconsultants.

<b>8</b>	<b>CONTACTED RECRUITMENT PLACEMENT ORGANIZATIONS</b>	<b>10 Points</b>
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The proposer requested assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs and OBEs not less than **15 calendar days** prior to the submission of the proposals. Any legitimate association concerning MBE, WBE or OBE activities not on the following list may also be contacted for this purpose.

**Required Documentation:** A copy of each letter sent to outreach agencies requesting assistance in recruiting MBEs, WBEs and OBEs. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, Los Angeles Police Department project name, name of the proposer, and contact person's name, address, and telephone number.

Note: In addition to contacting recruitment agencies for an MBE and WBE list, proposers are required to contact OBEs and include them in their GFE outreach as stated in Indicator 5.

#### **RECRUITMENT/PLACEMENT ORGANIZATIONS**

Mayor's Office of Housing and Economic Development  
 Minority Business Opportunity Committee (MBOC)  
 200 N. Spring Street, 13<sup>th</sup> Floor  
 Los Angeles, CA 90012  
 Attn: Linda Smith, Executive Director

(213) 978-0671  
 (213) 978-0690 FAX  
<http://www.lamboc.org>

National Center for American Indian  
 Enterprise Development (NCAIED)  
 11138 Valley Mall, Suite 200  
 El Monte, CA 91731  
 Attn: Linda Harris, Management Consultant

(626) 442-3701  
 (626) 442-7115 FAX  
<http://www.ncaied.org>

Latin Business Association (LBA)  
 120 S. San Pedro St., Suite 530  
 Los Angeles, CA 90022  
 Attn: Larissa Ordac, Operation Manager

(213) 628-8510  
 (213) 628-8519 FAX  
<http://www.lbausa.com>

Black Business Association (BBA)  
 P.O. Box 43159  
 Los Angeles, CA 90043  
 Attn: Earl "Skip" Cooper, II, CEO

(323) 291-9334  
 (323) 291-9234 FAX  
<http://www.bbala.org>  
 Email: mail@bbala.org

Asian Business Association (ABA)  
 120 S. San Pedro St., Suite 523  
 Los Angeles, CA 90012  
 Attn: Jonathan Hou, President

(213) 628-1222  
 (213) 628-3222 FAX  
<http://www.eca@verizon.net>

Engineering Contractors' Association (ECA)  
8310 Florence Ave.  
Downey, CA. 90240  
Attn: Anna Jiminez, Administrative Assistant

(562) 861-0929  
(562) 923-6179 FAX  
<http://www.Ecaonline.net>  
Email: [info.eca@verizon.net](mailto:info.eca@verizon.net)

National Association of Minority Contractors (NAMC)  
P.O. Box 43307  
Los Angeles, CA. 90043  
Attn: Kevin Ramsey, Executive Director

(323) 296-8005  
(323) 296-8381 FAX  
<http://www.namcsc.net>  
Email: [admin@namcsc.net](mailto:admin@namcsc.net)

National Association of Women  
Business Owners (NAWBO)  
909 Wilshire Blvd. Suite 404  
Los Angeles, CA 90017  
Attn: Joyce Lee, Executive Director

(213) 622-3200  
(213) 622-6659 FAX  
<http://www.nawbola.org>  
Email: [info@nawbola.org](mailto:info@nawbola.org)

Note: Although e-mail addresses have been provided for most of the outreach organizations, it should be noted that no credit will be awarded for Indicator Number 8 if the letters are sent to the organizations via e-mail.

9	NEGOTIATED IN GOOD FAITH	26 Points
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The proposer negotiated in good faith with interested MBEs, WBEs and OBEs and did not unjustifiably reject as unsatisfactory proposals prepared by any enterprise.

**Required Documentation:** a) Copies of all MBE/WBE/OBE proposals or quotes received; and b) Summary sheet organized by work area, listing proposals received and the subconsultant selected for that work area. If the proposer elects to perform a listed work area with its own staff, include an explanation

10	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE	5 Points
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The proposer documented efforts to advise and assist interested MBEs, WBEs and OBEs in obtaining bonds, lines of credit, or insurance required by the City or proposer.

**Required Documentation:** Include in Indicator 4 or 5, information about the proposer's efforts to assist with bonds, lines of credit and insurance.

In its review of the good faith effort documentation, the awarding authority may request additional information to validate and / or clarify that the good faith effort submission was adequate. Any additional information submitted after the specified deadline will be treated at a higher level of scrutiny and may require third Party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request.

## B. SUBMITTAL DOCUMENTS

### 1. MBE/WBE/OBE Subcontractors Information Form (Schedule A)

Proposers shall submit with their proposal the MBE/WBE/OBE Subcontractor Information Form, provided here in as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the dollar value.

2. Final Report of Subcontracting (Schedule B)

Upon completion of the contract, a summary of these records shall be prepared on the "Final Report of Subcontracting and Purchases" form (Schedule B) and certified correct by the proposer or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the contract.

**C. DEFINITIONS**

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
  - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise that does not otherwise qualify as a Minority or Women Business Enterprise.
3. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
4. Certification as a Minority or Women Business Enterprise: a MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration, Office of Contract Compliance; 2) State of California Department of Transportation (Caltrans); or 3) Los Angeles County Metropolitan Transportation Authority; 4) Any certifying agency that is a part of the of the State of California,

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- a. City of Los Angeles  
The Office of Contract Compliance, 1149 S. Broadway St., Suite 300  
Los Angeles CA 90015,  
Telephone: (213) 847-1922 FAX: (213) 847-2777  
Internet address: [www.lacity.org/BCA/index.htm](http://www.lacity.org/BCA/index.htm)



b. Caltrans

State of California, Department of Transportation, Civil Rights Group,  
120 S. Spring Street, Los Angeles, CA 90012, Telephone: (213) 897-0606  
To order a directory, call (916) 445-3520.

For more information regarding electronic access, call (916) 227-9591  
Internet address: <http://www.dot.ca.gov/hq/bep/>

c. Los Angeles County Metropolitan Transportation Authority

Equal Opportunity Department, 1 Gateway Plaza, Los Angeles, CA 90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>

5. Good Faith Effort Documentation: *Prior to proposal submittal* the proposer must take affirmative steps to assure that minority and women owned and controlled businesses are considered along with other business enterprises whenever possible as sources of supplies and services. The Good Faith effort documentation effort must be submitted with the proposal. Failure to submit the Good Faith Effort Documentation will result in the proposal to be found non-responsive.
6. Personal Services Contracts: Contracts for professional services whose consultant selection is based on technical proposals and/or qualifications rather than through the competitive bid process.
7. Subconsultant: For the purpose of this program, the term "Subconsultant" denotes an agreement between the prime consultant and the individual, firm or corporation (MBE/WBE/OBE) for the performance of a particular portion(s) of the work and the completion of which the consultant is obligating itself.
8. Participation Recognition:
  - a. Work performed by a prime consultant will not be considered for credit in computing the anticipated levels of MBE/WBE participation established by the Awarding Authority for this project. The prime consultant will be required to make good faith efforts to obtain reasonable expected participation levels through subconsulting or materials and supplies acquisition.
  - b. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the anticipated levels of MBE/WBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
  - c. MBE/WBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.

- d. A firm that qualified as both a MBE and a WBE will be credited as MBE participation or as WBE participation, but will not be credited for both.

#### **D. SUBCONTRACTS**

Substitution: The contract document requires that the proposer's levels of MBE/WBE/OBE participation, if any, shall be maintained throughout the duration of the contract. If the substitution of a subconsultant lowers the pledged levels of MBE/WBE/OBE participation, the Awarding Authority requires the consultant to demonstrate a good faith effort to provide MBE, WBE, and OBE firms an equal opportunity to compete for the subcontracting work being substituted.

#### **E. NON-COMPLIANCE**

The City will, when deemed appropriate, provide contract provisions relating to consultant's failure to comply with their pledged levels of MBE/WBE/OBE participation. Under these provisions:

1. Retainage of five percent (5%) of the monthly payment(s) shall be withheld when it is determined that the submitted MBE/WBE/OBE utilization (verified by City staff) are not being met. Retainage would be released upon compliance with the utilization plan.
3. In the event of non-compliance, i.e., a consultant is not achieving the contractually agreed upon MBE/WBE/OBE levels of participation, the "retainage", or part thereof, shall be assessed by the City as a penalty and/or the contract terminated.

#### **F. FINAL SUBCONTRACTING REPORT**

Upon completion of the contract, but prior to contract acceptance or release of any retention money owed to the consultant, the consultant must submit the final subcontracting report, Schedule B. The Awarding Authority Contract Coordinator shall contact all subconsultants to verify the amounts paid by the contractor.

#### **G. AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 386.

# LOS ANGELES FIRE DEPARTMENT

## MBE/WBE/OBE SUBCONTRACTORS INFORMATION FORM SCHEDULE A

RFP/RFQ Title
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Proposer	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE PARTICIPATION			<div>Signature of Person Completing This Form</div> <div>Title Date</div>
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		