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## REQUEST FOR PROPOSALS - #DCFS23-02 CATERING SERVICES – FPE SEMINAR PROGRAM

**Release Date:** September 30, 2022

**Proposal Due Date:** **October 21, 2022, 4:30 P.M. PDT**  
Los Angeles Fire and Police Pensions  
Communications and Education Section  
701 East Third Street, Suite 200  
Los Angeles, CA 90013

**RFP Administrator:** **Kevin Lu**  
Communications and Education Section  
Email: [CSPSection@lafpp.com](mailto:CSPSection@lafpp.com)  
Phone: (213) 279-3155

**All questions must be  
emailed to the RFP  
Administrator no later than:** **October 13, 2022, 5:00 P.M. PST**  
Any questions concerning the RFP and all answers will be posted on the RFP page of the LAFPP website, <https://www.lafpp.com/requests-proposals> and the City of Los Angeles' bid opportunities website <https://www.RampLA.org/> on or about **October 17, 2022**.

**Official RFP  
Notices/Addendums** To ensure that no firm is provided advantage over another, all requirements are specified in this RFP. Any changes to the requirements will be posted as an addendum to the RFP on the LAFPP website, <https://www.lafpp.com/requests-proposals> and the City of Los Angeles' bid opportunities website, <https://www.RampLA.org/>. Proposers are solely responsible for monitoring the website and adhering to RFP addendums.

**Prohibited Communications** From the RFP release date until a contract for these services is fully executed, organizations and their representatives are prohibited from communicating with Board members or LAFPP staff, other than the RFP Administrator, concerning this RFP or the resulting contract. Any communications not directed to the RFP Administrator could be considered attempts to lobby or market services and are therefore prohibited. Organizations will be disqualified from contract consideration if the prohibition is not honored.

Communications with Board members about this RFP, other than at a public Board meeting, are prohibited by the City Ethics Ordinance, Los Angeles Municipal Code sec. 49.5.11(A), the violation of which may result in civil, administrative, and/or criminal penalties.



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## 1 Introduction

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### 1.1 Purpose

Los Angeles Fire and Police Pensions (LAFPP) requests proposals from companies to provide catering services for its Financial Planning Education Seminars. Seminar events are held at various locations throughout Los Angeles. The company will be required to develop a menu, prepare the food, staff/serve the seminar attendees, and provide all the necessary equipment (eating utensils, napkins, cups, table linens, etc.) to accompany the meals. The company is expected to prepare a light continental breakfast and a full lunch that is designed to accommodate a wide variety of food preferences/diets.

### 1.2 Background

LAFPP hosts about 20-25 seminars per year, up to two seminars per month. In the last quarter of 2019, the average number of seminar attendees was approximately 66, but in some past events, attendees have numbered close to 90. Seminars are generally held in government-owned facilities, which may or may not have kitchen amenities.

### 1.3 Scope of Services

Upon contract award, the selected firm(s) will assign/utilize experienced/licensed professionals to provide the following services:

- 1.3.1 The Contractor selected must have at least 3 years of experience in catering for groups of 40-100 people, which includes preparing and serving food.
- 1.3.2 Contractor shall be responsible for staffing the event. An estimated count of attendees is provided at least one week prior to the event and final cutoff date may be designated by the contractor.
- 1.3.3 Contractor shall cater a light breakfast and a full lunch, with beverages.
- 1.3.4 Contractor shall be prepared to cater breakfast and lunch with or without the use of an on-site kitchen. For example, Contractor may be responsible for providing prepackaged meals. If this situation arises, Contractor would be informed with advanced notice.



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- 1.3.5 Contractor shall develop a suitable menu for each event that would cover a variety of dietary preferences. Recipes and cooking techniques may need to be adjusted to address food allergies.
- 1.3.6 Contractor and staff must be aware of and comply with current food safety laws in California. Boxed lunches and cold foods are acceptable as long as the food is stored properly at the appropriate temperature prior to the event.
- 1.3.7 Contractor must agree to comply with each facility's rules and regulations for use of the kitchen and proper clean up. The contractor will be responsible for bussing and removal of all rental equipment, decorations, food related equipment, complete cleaning of the kitchen, and removal of all function related trash. In the event that a complete cleaning has not been made, any items of concern will be noted by the facility and may be charged to Contractor.
- 1.3.8 The following is a list of equipment that intermittently may be available at our primary facility, Grace Simons Lodge, where most of the seminars are held. Please note that other venues throughout the City of Los Angeles may be utilized and the following may not be available in other potential facilities:
- Commercial Refrigerator
  - Garbage Disposal
  - Steel Prep Table
  - 36" 4 burner Gas Restaurant Range
  - Commercial Microwave
  - Two Compartment Sink

The provision of all further necessary equipment for catering services will be the responsibility of the contractor. This includes, but is not limited to, dishes, glasses, pots and pans, heated/refrigerated vessels for serving and transporting, service ware, linens, and table decorations. The prep kitchen must be thoroughly cleaned at the end of each event.

- 1.3.9 Contractor will be encouraged to donate surplus food from the event to food banks or other food assistance organizations.
- 1.3.10 Contractor must abide by any rules and regulations set forth by the City, and the use of its facilities, as it relates to COVID-19 restrictions, which may include the use of face masks and vaccination requirements for all personnel.



## **2 General Submittal Requirements**

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### **2.1 Contract Period**

The term of this Contract shall be for a period of three (3) years from the effective date of the final signatures and approval by the LAFPP General Manager, City Attorney, President of the Board of Fire and Police Pension Commissioners and the authorized Contractor.

### **2.2 Proposal Submittal Requirements**

**All proposals must be received by LAFPP no later than 4:30 p.m. Pacific Daylight Time (PDT) on Friday, October 21, 2022.**

**All proposals must be submitted in portable document format (PDF) via email to:**

**Kevin Lu, RFP Administrator**  
[CSPSection@lafpp.com](mailto:CSPSection@lafpp.com)

**The complete proposal shall be emailed with the following subject line:**

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The RFP response and all applicable requested documents - forms, appendices, samples, fee schedules - and required number of copies, must arrive by the specified deadline date and to the specific email address indicated above in order to be considered. LAFPP may deem a proposal nonresponsive if the Proposer fails to provide all required documentation and copies. No proposal will be accepted by LAFPP after the deadline.

**Submission of proposals in a manner other than as described in these instructions will not be accepted.**

### **2.3 Content of Proposal**

Proposals shall be based only on the material contained in the RFP, amendments, addenda, and other materials published by LAFPP relating to this RFP. Proposals submitted in response to this RFP must provide the requested information in the format specified in Section 3. The requested information is organized into individual sections, which should correspond



to individual sections in the submitted proposals. Adherence to this format will help to ensure a fair and objective evaluation. Proposals must respond to each topic in the order presented, and responses should be numbered as stated in Section 3 of this RFP. Note that responses to questions MUST be specifically answered within the context of the submitted proposal. The LAFPP Evaluation Committee will NOT refer to a designated website, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered nonresponsive.

LAFPP reserves the right to declare as nonresponsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided. Proposals failing to comply with the requirements may be eliminated from further consideration.

#### **2.4 Proposer's Questions**

Email questions regarding this RFP to [CSPSection@lafpp.com](mailto:CSPSection@lafpp.com), no later than **Thursday, October 13, 2022, 5:00 P.M. PDT**. Questions will not be accepted via telephone. Answers to questions from all Proposers will be posted on the City's website, <https://www.rampla.org> and LAFPP's website, [www.lafpp.com](http://www.lafpp.com) on or about **October 17, 2022**.

#### **2.5 Board Review**

It is anticipated that an evaluation of responses, cost information and a contract award recommendation will be presented to the Board of Fire and Police Pension Commissioners for approval in December 2022.

#### **2.6 Finalists and Interviews**

From the proposals received, the LAFPP evaluation committee may identify a short list of finalists. The finalists may be scheduled for interviews, a taste sampling, and/or emailed supplemental questions. Proposers are encouraged to take note of the tentative schedule in subsection 2.7 of this RFP for such presentations and supplemental questionnaires, and plan accordingly.



## 2.7 Tentative Schedule

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

<b>Date</b>	<b>Event</b>
09/30/22	Release RFP to public
10/13/22	5:00 p.m. – Deadline to submit questions to LAFPP
10/17/22	LAFPP Posts Q&As on the website
<b>10/21/22</b>	<b>RFP Responses Due – must be received by 4:30 p.m. PDT.</b>
10/24/22	Evaluation period begins
10/31-11/11/22	Final interviews or supplemental questions (in-person, telephone, email), if necessary
December 2022	Staff recommendation to Board to award contract

## 3 Detailed Submittal Requirements

### Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. The proposal should be organized into the following major sections:

<b><u>PROPOSAL SECTION</u></b>	<b><u>TITLE</u></b>
1.0	Cover Letter
2.0	Table of Contents
3.0	Proposal Questionnaire
4.0	Fee Structure
5.0	Required Documents/Forms
6.0	Other Information





Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only.

All proposals must be submitted via email and Proposers shall complete and return all applicable documents including forms, appendices, samples, fee schedules, by the specified due date. LAFPP may deem a Proposer nonresponsive for failure to provide all required documentation by the deadline.

Number of Copies - Each Proposer shall submit one (1) copy in PDF format via email to [CSPSection@lafpp.com](mailto:CSPSection@lafpp.com). Proposals must include the RFP title and the Proposer's (company) name.

### **Proposal Section 1.0: Cover Letter**

The cover letter must include the legal business name, address, telephone number and business status (individual, limited liability partnership, corporation, etc.) of the Proposer.

The cover letter must also include the person(s) authorized to represent the Proposer in negotiations with LAFPP with respect to the RFP and any subsequently awarded contract. Provide the representative's name, title, address, telephone number, email address and any limitation of authority for the person named.

Important Exceptions to Contract Documents - The Proposer shall clearly state in the cover letter any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Proposers are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.

The cover letter shall have the following statement: "This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not named therein; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal, and the Proposer has not in any manner sought by collusion to secure for themselves an advantage over any other Proposer."



The cover letter is to be signed by a person(s) authorized to bind the Proposer to all provisions of this RFP, to any subsequent changes and to the contract if an award is made. (If the Proposer is a partnership, the proposal must be signed by a general partner in the name of the partnership. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (Chairman of the Board, President or Vice-President, and a Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation.

### **Proposal Section 2.0: Table of Contents**

Each proposal must include a Table of Contents listing the sections included in the proposal.

### **Proposal Section 3.0: Proposal Questionnaire**

Please provide a thorough answer immediately following each question. If attachments are provided in response to a question, indicate in the answer the specific tab and/or pages which respond to the question.

- Provide a brief summary of your company's history, years in business performing the specific services requested in this RFP, all services offered, and clients served. Additionally, identify all business names used in the past and affiliated companies, if any.
- Indicate the location of your headquarters and subsidiaries, if any.
- Indicate the number of personnel (full-time, part-time, independent contractor and seasonal) at each company location.
- Please provide three (3) references from your current client list, where work was performed/invoiced within the last thirty-six (36) months that you would like LAFPP to consider as part of the proposal and evaluation. Include the following information for each client:
  - Client's name, address, email and current telephone number
  - Client's designated contact person and his/her name, email and current telephone number
  - A brief summary of the services provided
  - The time period during which the services were provided



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- What actions or other measures would your company take in a situation where you were informed on the morning of an event that a working kitchen was no longer available when it was expected?
- What actions or other measures would your company take in the event that a staff member/food service worker is assigned to an event but is unavailable due to an illness?
- Convincingly and briefly explain why your firm is the most qualified for this engagement.
- Advise if your company has had any health or safety code violations in the last (5) five years that have resulted in a hearing and/or license suspension or revocation.
- Please discuss your procedures for handling and storing food safely. What measures do you have in place?
- Are tablecloths (approximately 24 rectangular tables), utensils, plates, and cups included in the fee? If not, please specify the cost in Proposal Section 4.0 under miscellaneous.
- Identify and specify professional required licenses, credentials, designations, advanced certifications, affiliations, qualifications, or awards held by your company and/or its key managers. Briefly describe how this translates to the service to be provided to LAFPP.
- Is your firm certified by any governmental entity as a minority-owned, woman-owned, or other-business enterprise?
- Please indicate your experience with any major disruption(s) of your business and how they impacted your clients. Please provide a copy of your Business Continuity Plan (BCP). If you do not have a formal BCP, indicate what contingencies your firm has made to address potential disruptions to client services in the event of a natural or man-made disaster, or pandemic.



**Proposal Section 4.0: Fee Structure**

Item	Specify Items (may include as attachment)	Cost Per person Year 1	Cost Per person Year 2	Cost Per person Year 3
<b>Continental Breakfast</b>				
Breakfast Spread (bagels, muffins, fruit, granola bars, pastries, etc.)				
Drinks (coffee, tea, juice, etc.)				
<b>Lunch Buffet</b>				
1 entrée (grilled chicken, meatloaf, spaghetti, etc.) + 2 sides (steamed vegetables, mashed potatoes, etc..)				
2 entrées + 2 sides				
2 entrées + 3 sides				
Per Additional Entrees				
Per Additional Sides				
Starters (bread, salad, etc.)				
Dessert (cake, pie, etc.)				
Drinks (soda, etc.)				
<b>Boxed Lunch</b>				
Meal + Drinks				
<b>Available All day</b>				
Drinks (coffee, tea, water, soda, etc.)				
<b>Miscellaneous</b>				
Tablecloths /Paper Goods (plates, utensils, cups, etc.)				

- You may include multiple tiers and costs, if any (for example, the cost for 1 and 2 entrée lunches, breakfast with or without additional items, etc.). Specify any items that are included in the costs (i.e. if drinks are included, state “included in fee”). Keep all fees at a per person rate.
- If you need more room to list breakfast and lunch options, please insert more lines on the above table.
- If tiered menu selection, attach entrée and side options per tier.



Optional/Additional Services & Miscellaneous fees

If there are costs not reflected in the questions/table above, for miscellaneous services, please state those here, citing specific dollar amounts along with the services provided.

<b>Optional/Additional Services and Miscellaneous Fees</b>	Proposed Hourly Rate <u>OR</u>	Proposed Per-Event Rate	
Ex. Cost per Server/Staff			
Ex. Misc. Fee			

**Proposal Attachments 5.0: Required Documents/Forms**

Submit the following required document which can be found in the Appendix, Section 6:

- **Appendix 6.3: Bidder CEC Form 50**

Failure to submit this document will deem your proposal as nonresponsive.

**Proposal Section 6.0: Other Information**

We will accept, for inspection, submissions of any materials you are currently using with other clients and, on request, will return these items after the selection process is completed. Please label all items you wish to have returned with your company's name and address.



## 4 Evaluation of Responses

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### 4.1 Evaluation Process

The selected Proposer must successfully pass all the following levels of review:

#### **Level I: Review of Qualifications, Experience & References**

The proposal must demonstrate that the Proposer has a proven positive record as a responsible Contractor performing the services similar to those described in this RFP for a minimum of 3 years; and has the resources and expertise to perform the required services.

#### **Level II: Administrative Responsiveness**

The proposal must demonstrate its responsiveness to the administrative requirements outlined in the RFP, e.g., adhering to the submittal requirements detailed in Section 3.

#### **Level III: Proposed Services & Fees**

Each firm's proposed plan of services and fees for providing the required services (Section 1.3) are evaluated and ranked by the evaluation panel.

Interviews or follow up questionnaire may be conducted for short-listed proposals, in-person or through e-mail.

#### **Level IV: Final Approval by the Board**

The Proposer(s) that demonstrate(s) to be the most qualified to provide the required services at the best overall value to LAFPP, as determined by the evaluation panel, will be recommended for contract award to the Board of Fire and Police Pension Commissioners (Board). The Board at its sole discretion makes the final award determination, if any.

### 4.2 Evaluation Committee

An evaluation committee will be established to evaluate all proposals. The evaluation committee may request some or all Proposers to conduct a sample taste-testing of their proposed menu. If a sample taste-testing is requested, Proposers will be notified via email at least three business days in advance to schedule. Sample taste-testing should be limited to 30 minutes followed by a 30-minute question and answer period. The proposed Presenter should lead the taste-testing. Key staff, who would be working on the contract if awarded, should also be present. The highest



scoring Proposers may be invited by LAFPP to participate in an in-person interview at our business location or will be sent a follow up questionnaire via email. Interviews may be conducted telephonically or by email, if necessary.

### 4.3 Evaluation Criteria

The evaluation committee will recommend award of contract(s) based upon the best combination of price, experience and quality of service delivery. Submitted proposals will be evaluated based on the following factors:

Evaluation Factors
<b>Contractor Qualifications:</b>
Company’s past performance on contracts of similar size and scope/Experience serving large groups/References for 3+ years
Experience and qualifications of key personnel assigned
Quality of maintenance and service
<b>Quality and Responsiveness of the Proposal:</b>
Adherence to submittal requirements
Sample tasting
Proposed potential menu items – quality and variety
<b>Proposed Fees – Best Overall Value</b>

LAFPP shall reserve the right to use such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not mentioned in the RFP. Each proposal submission will be reviewed, evaluated and assigned a score based on the criteria outlined above. The highest scoring Proposers may be invited by LAFPP to participate in an in-person interview at our business location. Interviews may be conducted telephonically, if necessary.

## 5 General Terms and Conditions

### 5.1 General Conditions

Submission of a response to this RFP shall constitute acknowledgment and acceptance of the standard terms and conditions set forth herein.



## **5.2 Valid Period of RFP**

All proposals shall be firm and final offers and may not be withdrawn for a period of one hundred twenty (120) days following the announced deadline for the submission of proposals under this RFP. A response to this RFP is an offer to contract with LAFPP based upon the terms, conditions, service level agreement and specifications contained in the proposal submitted.

## **5.3 Proposal Submission**

All proposals must be submitted by the deadline specified in the RFP. Late responses will not be considered. Proposals should contain accurate and complete information as required in this RFP. The Proposer is liable for all errors or omissions incurred by the Proposer in preparing the proposal. The Proposer will not be allowed to alter the proposal documents after the due date of submission. Unclear, incomplete, and/or inaccurate documentation may cause a response to be removed from further consideration. Unnecessary or lengthy responses beyond those needed to sufficiently respond to all of the RFP requirements should be omitted.

## **5.4 Proposer Assumes RFP Costs**

LAFPP shall not be liable for any expenses incurred by any Proposer prior to issuing any contract that may result from this RFP. If Proposers are selected for personal interview, additional copies of the proposal may be required. These copies must be exact duplicates of the response initially submitted.

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

The Proposer may withdraw its submitted proposal in writing at any time prior to the specified due date and time. A written request, signed by an authorized representative of the company, must be submitted via email to Kevin Lu, RFP Administrator: [CSPSection@lafpp.com](mailto:CSPSection@lafpp.com)

After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time, up to the specified due date and time.





## **5.6 Prohibited Use of City Seal or LAFPP Logo and Alteration of RFP**

The Proposer is prohibited from using, copying, or replicating in any form the City seal or LAFPP logo. In addition, the Proposer shall not change any wording in the RFP or associated documents.

## **5.7 Amendments to RFP**

LAFPP retains the right to amend this RFP and will make reasonable attempts to notify prospective Proposers of any changes. However, it is the Proposer's responsibility to monitor the LAFPP RFP web page, <https://www.lafpp.com/requests-proposals> and the City of Los Angeles' bid opportunities website, <https://www.RampLA.org> for any amendments pertaining to this RFP.

LAFPP will not be liable for the Proposer's failure to receive such notice and any consequential non-responsiveness or noncompliance. LAFPP reserves the right to extend the deadline for submission. Proposers will have the right to revise their response in the event the deadline is extended.

## **5.8 LAFPP's Right to Reject Proposals and Withdraw RFP**

LAFPP reserves the right to reject any or all proposals; to waive any minor informality in proposals received; to reject any unapproved alternate proposal(s); and to reject the proposal of any Contractor who has previously failed to perform competently in any prior business relationship with LAFPP or the City of Los Angeles. The withdrawal of this RFP or rejection of any or all proposals shall not render LAFPP liable for costs or damages.

## **5.9 Confidential Information/Public Records Act**

All responses to the RFP will be kept confidential until such time as recommendation for award of a contract has been announced. Thereafter, proposals are subject to public inspection and disclosure under the California Public Records Act. Proposers must clearly and conspicuously identify all copyrighted material, trade secrets or other proprietary information that the Proposer claims are exempt from the California Public Records Act (CPRA) – California Government Code Section 6250 et seq.

In the event a Proposer claims that any of its documents are exempt from inspection under the CPRA, the Proposer is required to state in the proposal



the following: “The Contractor will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefor.”

If your response contains any trade secrets or other proprietary, confidential information that the proposer claims is exempt from disclosure under the California Public Records Act, then you must submit separately one (1) redacted copy of the response in addition to the original version. The redacted version must include a cover letter that includes the following statement:

“The Contractor will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefor.”

This language must also be included in the proposal, affirming that the respondent agrees to indemnify and defend LAFPP in the event of any legal challenge to LAFPP’s reliance on the respondent’s assertion of confidentiality protections. Failure to include such a statement, or to indicate the exempt material, shall constitute a waiver of a Proposer’s right to exemption from this disclosure.

#### **5.10 Ownership of Documents**

All reports, tables, charts, flash drives, staff resumes, invoices and other contract documents prepared under this RFP by the Proposer shall be and remain the property of LAFPP upon LAFPP compensation of the Contractor for its services as herein provided. Contractor shall not release to others information furnished by LAFPP or any other City agency, Commission or Board without prior written approval from LAFPP.

#### **5.11 Award of Contract**

Firms awarded a contract pursuant to this RFP will be required to enter into a written contract with the Board of Fire and Police Pension Commissioners of the City of Los Angeles, approved as to form by the City Attorney. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. LAFPP reserves the right to negotiate the terms and conditions of any contract resulting from this RFP.



### **5.12 Independent Contractor**

The selected Contractor shall, at all times during the term of any contract resulting from this RFP, retain its status as an independent contractor. The Contractor's employees shall under no circumstances be considered or held to be employees or agents of either LAFPP or the City of Los Angeles.

### **5.13 Nondiscrimination, Equal Employment Practices & Affirmative Action Policies**

Any Proposer awarded a contract pursuant to this RFP must comply with the City's Nondiscrimination, Equal Employment Practices and Affirmative Action Policies.

For additional information, Proposers should contact the Office of Contract Compliance at (213) 847-1922.



#### **5.14 Bidder Certification City Ethics Commission (CEC) Form 50**

Proposers (bidders) are subject to City of Los Angeles Charter Section 470(c)(12) and related ordinances. As a result, Proposers seeking to contract with the City of Los Angeles for goods or services contracts of a value of more than \$25,000 and a term of at least three months acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if they qualify as a lobbying entity under Los Angeles Municipal Code Section 48.02.

Proposers must submit the *Bidder CEC Form 50* (Appendix 6.3) with their proposal. Proposals submitted without a completed form shall be deemed non-responsive.

Contractors who fail to comply with City law may be subject to penalties, termination of contract and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960, or <http://ethics.lacity.org/>.

#### **5.15 Business Inclusion Program**

It is the policy of the City under the Business Inclusion Program (Mayor's Executive Directive No. 14) to help ensure that all businesses, including certified Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Other Business Enterprise (OBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE) and Disabled Veterans-Business Enterprise (DVBE), have an equal opportunity to do business with the City. LAFPP strongly encourages all Proposers to make an effort to include members of these groups in any sub-contracting work to be performed if awarded the contract. More information on the Business Inclusion Program can be found at:

<https://bca.lacity.org/BIS-Program-and-Local-Business-Preference>

#### **5.16 Conflict of Interest**

LAFPP requires that all contractors disclose any existing or potential conflict of interest relative to the performance of services required by any contract resulting from this RFP. Any relationship that may be perceived or represented as an actual or potential conflict of interest must be disclosed. Failure to disclose shall result in immediate termination of any contract resulting from this RFP.



### **5.17 Contractor Disclosure Policy**

Any Proposer awarded a contract pursuant to this RFP must comply with the *LAFPP Contractor Disclosure Policy*, provided in Appendix 6.4. Failure to comply shall result in termination of any contract resulting from this RFP.

### **5.18 Standard Provisions**

Proposers must comply with the Standard Provisions for City Contracts (Rev.10/21 v.4), attached hereto as Appendix 6.1. The following provisions are not applicable:

- PSC-29, Service Contractor Worker Retention Ordinance
- PSC-31, Contractor Responsibility Ordinance
- PSC-32, Business Inclusion Program (is replaced by Section 5.15 of this RFP)
- PSC-33, Slavery Disclosure Ordinance
- PSC-34, First Source Hiring Ordinance
- PSC-35, Local Business Preference Ordinance
- PSC-36, Iran Contracting Act
- PSC-38, Contractors' Use of Criminal History for Consideration of Employment Applications
- PSC-41, Compliance with California Public Resources Code Section 5164

### **5.19 Bonding, Insurance, and Indemnification**

If awarded a contract, the respondent will furnish the City evidence of insurance coverage with the minimum limits, as set forth in the Required Insurance and Minimum Limits provided in Appendix 6.2. Proof of insurance must be submitted in accordance with the requirements of the Office of the City Administrative Officer, Risk Management upon contract execution. Information on compliance with City Insurance and Bond requirements is appended to this RFP in Exhibit 1 of Appendix 6.1 and is also available on the City Risk Manager's website, <http://cao.lacity.org/risk/>.

The Contractor must maintain the required insurance coverage for the duration of any contract resulting from this RFP.

The Contractor must certify that it is aware of and will comply with Labor Code 3700 of the State of California requiring every employer to be insured against liability for Workers' Compensation or to undertake self-



insurance before commencing any services under the terms of any contract resulting from this RFP.

The Contractor will be required to indemnify the City in accordance with the provisions set forth in PSC-20 and PSC-21 of the *Standard Provisions for City Contracts (Rev. 10/21 v.4)*, provided in Appendix 6.1.

## **5.20 Disaster Recovery and Business Continuity Plan**

During the term of any contract resulting from this RFP, LAFPP requires its contractors to have a working Disaster Recovery and Business Continuity Plan (DR/BCP) that will ensure continuity of operations and timely delivery of the services listed in Section 1.3, Scope of Work. Contractors shall also test and maintain the DR/BCP throughout the life of the contract term(s) and an updated copy and testing results of the DR/BCP shall be kept on file with the Board at all times for reference. The DR/BCP shall show how contractors will continue to deliver essential business functions despite damage, loss, or disruptions due to a natural or man-made emergency or disaster.

Contractors shall present the DR/BCP to the Board when requested to do so upon reasonable notice. Should contractors fail to maintain an updated DR/BCP, be unable to promptly produce the DR/BCP when requested, or fail to meet the agreed recovery time objectives of when contractors will return to normal business, the Board reserves the right to terminate the contract for cause.

## **5.21 Tax Registration Certificate (TRC)**

The Contractor understands that the activity described herein constitutes doing business in the City of Los Angeles and it therefore understands that it must register for and pay a business tax pursuant to Section 21.03 of the Los Angeles Municipal Code. The Contractor shall obtain and maintain a current Tax Registration Certificate Number (TRC #) and all such certificates required of it and shall not allow any such certificate(s) to be revoked or suspended while any contract is in effect. The Office of Finance administers this program. They are located at City Hall, 200 North Spring Street, Room 101, Los Angeles, CA 90012. Their phone number is (213) 473-5901. Forms and instructions can be accessed via the Internet at <http://finance.lacity.org/>.



## 5.22 Solicitation of Contributions

Fiduciaries of the Los Angeles Fire and Police Pension System (LAFPP) are prohibited from soliciting, directing, or receiving any contribution from any person who is engaged in business for gain, seeking to engage in business for gain, or who has a proceeding pending before the BOARD or has had such a matter pending during the preceding 12 months.

Please notify LAFPP if you are contacted by any person listed on Appendix 6.5.

## 6 Appendix

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- 6.1 Standard Provisions for City Contracts (Rev. 10/21 v.4)
- 6.2 Required Insurance and Minimum Limits (when contract awarded)
- 6.3 Bidder CEC Form 50 and Form 55
- 6.4 LAFPP Contractor Disclosure Policy
- 6.5 List of Elected Officials, Candidates, Appointed Officials, and Applicable City Employees (Contractor Disclosure Form – Page 10 and 11)