# REQUEST FOR PROPOSALS FOR

# Design, Hosting and Maintenance of the Los Angeles Zoo Website RFP No. 223297



# Issued by:

CITY OF LOS ANGELES LOS ANGELES ZOO 5333 ZOO DRIVE LOS ANGELES, CA 90027



Issue Date: September 10, 2025

Deadline to Submit Proposals: Wednesday, October 8, 2025 3:00 p.m. Pacific Time

# REQUEST FOR PROPOSALS (RFP) Design, Hosting and Maintenance of the Los Angeles Zoo Website

# **RFP OVERVIEW**

DATE ISSUED:	September 10, 2025
RFP NUMBER:	223297
PROPOSAL DEADLINE:	Wednesday, October 8, 2025 at 3:00 p.m. Pacific Time
TITLE:	Design, Hosting and Maintenance of the Los Angeles Zoo Website
DESCRIPTION:	The City of Los Angeles Zoo Department seeks a well-qualified contractor to assume hosting and maintenance of the existing Los Angeles Zoo website while concurrently collaborating with the Zoo to design, build and transition the new website, and ultimately, host and maintain the new website in coordination with the Zoo.
REQUIREMENTS:	Proposers must register on the Regional Alliance Marketplace for Procurement (RAMP) <a href="http://www.rampla.org">http://www.rampla.org</a> in order to access the RFP materials and updates.
CONTRACT TERM:	One (1) year beginning upon execution, with an option to extend for two (2) additional one-year terms, at the Zoo's sole discretion, for a total not to exceed three (3) years. The anticipated start date of the contract shall be January 1, 2026.
PROPOSAL SUBMISSION METHOD:	Proposals will only be accepted by email submission in PDF format to <a href="mailto:lazoo.rfp@lacity.org">lazoo.rfp@lacity.org</a> . Submission by other means will not be accepted. Proposers must indicate in the subject line: "Proposer's Company Name, Proposal Submission RFP # 223297, Design, Hosting and Maintenance of the Los Angeles Zoo Website"
QUESTIONS:	Proposers may submit all questions regarding the Request for Proposals (RFP), by emailing <a href="mailto:lazoo.rfp@lacity.org">lazoo.rfp@lacity.org</a> . The subject line of the e-mail must clearly state "QUESTION: RFP # 223297, Design, Hosting and Maintenance of the Los Angeles Zoo Website".
	Questions will only be accepted by email. The deadline to submit questions is Thursday, October 2, 2025 at 1:00 p.m. Pacific Time. All questions and responses will be made available to all Proposers periodically on the RAMP website at <a href="http://www.rampla.org">http://www.rampla.org</a> . No individual responses will be given.
	The final responses to questions will be posted on RAMP.
RAMP SUPPORT:	Visit the RAMP Support page <a href="https://www.rampla.org/s/support">https://www.rampla.org/s/support</a> for self-help by viewing the manuals on various topics. If further technical assistance (such as account information, log in issues), fill out a help ticket/SNow web form at <a href="http://snow.lacity.org/rampla">http://snow.lacity.org/rampla</a>

# **September 10, 2025**

#### **NOTICE OF REQUEST FOR PROPOSALS**

Design, Hosting and Maintenance of the Los Angeles Zoo Website

The City of Los Angeles, through its Department of the Zoo, is requesting proposals for Design, Hosting and Maintenance of the Los Angeles Zoo Website, as detailed in the attached Request for Proposals (RFP).

Proposal submissions will only be accepted by email to <a href="mailto:lazoo.rfp@lacity.org">lazoo.rfp@lacity.org</a> per the guidelines within the attached RFP no later than 3:00 p.m. Pacific Time on Wednesday, October 8, 2025.

Any questions regarding the RFP must be submitted via email at <a href="mailto:lazoo.rfp@lacity.org">lazoo.rfp@lacity.org</a>. The deadline to submit questions about the RFP is **on Thursday**, **October 2**, **2025 at 1:00 p.m. Pacific Time**. Your email subject line must display the following: "Question: RFP # 223297, Design, Hosting and Maintenance of the Los Angeles Zoo Website."

Thank you for your interest in the Los Angeles Zoo.

# **Table of Contents**

I.	The Opportunity	4
	A. Introduction	4
	B. Background	5
	C. Anticipated Term and Start Date of Contract	6
	D. Available Funding	7
	E. Minimum Qualifications	7
II.	Scope of Services	7
	A. Description of Services to Be Provided	7
	B. Contractor Performance Management	9
III.	Proposal Content and Submission	9
	A. Proposal Format	9
	B. Questions and Technical Assistance	13
	C. Deadline for Submission of Proposals	14
IV.	Evaluation and Selection Process	15
	A. Evaluation Criteria	15
	B. Proposal Review Process	15
	C. Contract Award Process	16
	D. Proposal Appeal Process	17
V.	General City Reservations	18
VI.	General Conditions	25
VII.	Contractor Performance Evaluation Program	27
VIII.	Standard Provisions for City Contracts	28
IX.	Compliance Documents	28
Χ.	Proposal Checklist	35

# **APPENDICES**

Appendix 1: Standard Provisions for City Contracts (Rev. 1/25) [v.2] Appendix 2: Instructions on Complying with Insurance Requirements

# RFP RAMP ID # 223297 Design, Hosting and Maintenance of the Los Angeles Zoo Website

#### **EXHIBITS**

Exhibit 1:	Contractor Responsibility Ordinance (CRO)
Exhibit 1 A:	CRO Questionnaire for Services
Exhibit 1 B:	Pledge of Compliance with Contractor Responsibility Ordinance
Exhibit 2:	Certification of Compliance with Child Support Obligations
Exhibit 3:	Certification Regarding Compliance with the Americans with Disabilities Act
Exhibit 4:	City of Los Angeles Contract History
Exhibit 5:	Los Angeles Residency Information
Exhibit 6:	City of Los Angeles Ethics
Exhibit 6A:	Ethics Bidder Certification (CEC 50) (version February 2022)
Exhibit 6B:	Ethics Bidder Contributions (CEC 55) (version February 2022)
Exhibit 7:	Declaration of Non-Collusion (must be Notarized)
Exhibit 8:	Business Tax Registration Certificate (BTRC)
Exhibit 9:	Insurance Requirements
Exhibit 9A	Required Insurance and Minimum Limits Form
Exhibit 10	Iran Contracting Act of 2010
Exhibit 11:	Equal Benefits (EBO) / First Source Hiring (FSHO)
Exhibit 12:	Proof of Submission of Disclosure Ordinances on RAMP: Slavery Disclosure
	Ordinance (SDO) / Disclosure of Border Wall Contracting Ordinance (DBWCO)
Exhibit 13:	Non-Discrimination / Equal Employment Opportunities (EEO) / Affirmative Action
	(AA)
Exhibit 14:	Living Wage Ordinance (LWO) and Worker Retention Ordinance (WRO)
Exhibit 15:	Fair Chance Initiative for Hiring Ordinance (FCIHO)
Exhibit 16:	Local Business Preference Program (LBPP)
Exhibit 17:	Executive Directive 35

# **DEFINITION OF TERMS IN THIS RFP**

"Agreement" shall be considered synonymous with the term "Contract."

"City" shall mean the City of Los Angeles.

"Contractor" shall mean the individual, partnership, corporation or other entity to which this contract is awarded, and shall be synonymous with the term "vendor."

"**Department**" or "**Zoo**" shall be considered synonymous with the City's Department of the Zoo.

# I. The Opportunity

#### A. Introduction

The City of Los Angeles (CITY), through its Department of the Zoo (ZOO), seeks a well-qualified CONTRACTOR to assume hosting and maintenance of the existing Los Angeles

#### RFP RAMP ID # 223297 Design, Hosting and Maintenance of the Los Angeles Zoo Website

Zoo website, while concurrently collaborating with the Zoo to design, build and transition the new website, and ultimately, host and maintain the new website in coordination with the Zoo.

This RFP outlines the needs of the ZOO as it relates to the transition of the existing website (www.lazoo.org) and the development of a new website with the goal of a modern design with functionality that includes integration with e-commerce, ticketing, and membership. The website is to be fully compliant with the CITY standards for ADA accessibility while creating an easy, positive experience for the end user. The website must be technically compatible with the CITY's and ZOO's information technology systems and capabilities, and compliant with all CITY policies. The website should reflect the ZOO's mission and vision while taking into full account the diversity of the ZOO's audience and being an equitable resource for the communities of Los Angeles.

The CONTRACTOR will be charged with creating a website that will support and build the ZOO's brand and function as a marketing tool for the ZOO and a resource for ZOO guests, members, and other target audiences.

The CONTRACTOR shall provide hosting services and a maintenance plan that will help the ZOO address any problems that may arise. In addition to hosting and maintenance for the new website, the CONTRACTOR will be required to assume the hosting and maintenance of the existing website until such time that the new website is launched. The day-to-day content updates should be manageable by ZOO staff and the CONTRACTOR shall be qualified to provide any necessary training along with periodic metrics on website usage to inform future adjustments as needed.

The selected CONTRACTOR will work with ZOO staff to support the fulfillment of the CITY's vision for the Los Angeles Zoo website.

# B. Background

#### **ZOO Vision Statement**

Creating a just and sustainable world where people and wildlife thrive, together.

#### **ZOO Mission Statement**

Through the passion of our team, the Los Angeles Zoo is leading the way in saving wildlife and connecting Angelenos to the natural world by providing exemplary animal care, delivering distinctive and diverse learning opportunities, and creating unforgettable experiences.

Saving Wildlife. Enriching Our Communities. Creating Connections to Nature.

#### About the Zoo

The Los Angeles Zoo opened on November 28, 1966 under the management and control of the Department of Recreation and Parks until the ZOO was established by ordinance as a City department on July 1, 1997. The ZOO was authorized by the City Council to independently operate, manage, maintain, and control all of the Los Angeles Zoo property, and is under the control and management of a General Manager, also known and referred to as the Zoo Director.

The Los Angeles Zoo is located in one of the nation's largest urban parks, Griffith Park, and is a destination for over 1.5 million visitors annually, a global conservation leader, a hub for environmental sustainability, a regional gateway to nature, and a welcoming and inclusive place for all. The Los Angeles Zoo is accredited by the Association of Zoos and Aquariums (AZA) and its 133-acre campus is home to over 1,600 animals representing more than 270 different species, of which more than 60 are endangered. In addition, the Los Angeles Zoo's botanical collection comprises several planted gardens and over 800 different plant species with approximately 7,000 individual plants.

Guided by its first-ever <u>Conservation Strategic Plan</u>, the ZOO has established an effective Conservation Division that actively supports programs and activities locally and around the world. Educational- and community-focused activities and programmatic offerings through the ZOO's Learning & Engagement Division are another important aspect of the ZOO's work toward furthering its mission. Through this work, the ZOO is committed to providing equitable experiences, opportunities, and engagement for the diverse communities of Los Angeles and it is the foundation upon which the ZOO is working to build its brand.

As an accredited member of the AZA, the ZOO is committed to and held to the highest standards of animal care and wellbeing. This is a fundamental objective and a top priority that guides all decisions. It is vital that the standard of top-quality care that the animals receive is among the key messages communicated to all audiences when possible. The six guiding principles by which the ZOO seeks to build support and awareness are:

- Achieve the highest level of animal welfare;
- Advance conservation efforts locally and globally;
- Create meaningful, safe, and fun experiences for visitors and the community;
- Enhance Zoo facility, operations, and outreach as a world-class destination;
- Demonstrate environmental sustainability and best practices; and,
- Embody operational excellence at every level.

#### C. Anticipated Term and Start Date of Contract

The term of the contract shall be one (1) year beginning upon execution, with an option to extend the contract for two additional one-year terms, for a total of three (3) years. The design, build, and launch of the new website shall be completed within the first year of the contract. The hosting and maintenance services will begin upon execution of the contract and will

include maintenance of the existing website concurrently while the new site is in the design/build phase and shall transition to the new website upon its completion. The hosting and maintenance services may continue into years two and three of the contract, if extended. The contract extensions will be contingent upon the availability of funds, the CONTRACTOR's continuing compliance with applicable Federal, State, and local government laws, and an evaluation of the CONTRACTOR's performance.

The anticipated start date of the contract shall be January 1, 2026. The selected proposer shall be required to assume all operations included in the scope of this RFP no later than January 1, 2026. The CITY reserves the right to rebid any or all services included in this RFP annually following the initial one (1) year term.

# D. Available Funding

The ZOO, in entering into a contract with the selected Proposer, guarantees no minimum amount of business or compensation. The contract awarded through this RFP shall be subject to funding availability and to early termination by the ZOO, as provided in the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) (Appendix 1) in place at the time of contract execution.

#### E. Minimum Qualifications

Proposers shall provide and demonstrate their qualifications to perform the services as described based on the information provided in this RFP and in accordance with the ZOO's mission, vision, and performance expectations.

# II. Scope of Services

#### A. Description of Services to Be Provided

The Zoo seeks proposals from qualified candidates that can work with the ZOO to design, build, host and maintain an improved Zoo website with the required functionality to support ZOO operations and external communications.

The ideal CONTRACTOR will work with the ZOO to assume hosting and maintenance of the existing website while concurrently collaborating with the ZOO to design, build and transition the new website and, ultimately, host and maintain the new website.

The selected CONTRACTOR will work with and report directly to the Zoo Chief Communications Officer or designee.

#### Website Design/Build

The selected CONTRACTOR shall provide the following scope of services relative to the Website Design/Build, including but not limited to:

- Work with the ZOO to collect information needed to inform a plan that will guide the design process and outline a site that will meet the needs of the ZOO.
- Design and build a website that meets aesthetic standards, branded visual identity, functionality, and integration with e-commerce, ticketing, and membership as directed by the ZOO using the WordPress platform.
- Facilitate and support photo and video production and editing for incorporation into the new website. Photos and video will be supplied by the ZOO with some editing support provided by the CONTRACTOR.
- Design and build a website that complies to the CITY's Guide to Web Accessibility according to Section 508 of the federal Rehabilitation Act of 1973 (See Attachments) and meets the City of Los Angeles standards for ADA compliance/accessibility with the diversity of Los Angeles Communities and the L.A. Zoo audiences in mind. Webpages must include the CITY navigation bar at the top and any other required Citywide content.
- Design and build a website that is technically compatible with the CITY's and Zoo's information technology systems and capabilities, and compliant with all CITY policies and procedures.
- Ensure website security such as utilizing secure code, plugins, and SSL/TLS encryption. CONTRACTOR will take immediate action if the website is flagged by the CITY's website cybersecurity monitoring systems.
- Design and build a website that is responsive and optimized for regular (desktop) and mobile devices, including full cross-browser compatibility.
- Train relevant staff on day-to-day access for updates to website content including, but not limited to, the addition of landing pages and microsites and thematic changes.
- Design, construction and launch of the improved website shall be completed within one year or less after execution of the contract.

# 2. Hosting and Maintenance

The selected CONTRACTOR shall provide the following scope of services relative to the Hosting and Maintenance of the ZOO website, including but not limited to:

 Provide secure and reliable web hosting services and a maintenance plan for the existing website while the new website is under construction.

- Transition hosting and maintenance of the existing site to the new site upon completion and launch of the new website.
- Hosting must include a Web Application Firewall (WAF).

# **B.** Contractor Performance Management

The ZOO and CONTRACTOR will establish targeted goals and timelines and performance will be measured on the final product being fully functional and designed to the specifications required by the ZOO.

The CONTRACTOR will provide the ZOO with baseline metrics on website performance with quarterly reports to measure website performance to inform future changes if determined necessary.

# Program Goals

- Full functionality as determined by the ZOO's operating needs
- Integration with ticketing and membership systems and webstore
- Ease of use for daily and regular updates by Zoo staff
- Modern design with the end user in mind
- Ability to add events, news, pages, and other content easily and as needed
- Increased Unique Visitors per month (UVM), transactions, and page time

Metrics shall be considered by the ZOO when determining whether to execute term extension options.

#### **III. Proposal Content and Submission**

# A. Proposal Format

Proposals shall be based only on the material contained in the RFP, amendments, addenda, and other material published by the ZOO relating to the RFP. Proposals must meet the requirements outlined in this RFP. It is requested that proposals be prepared economically and avoid the use of unnecessary promotional material.

Proposals should include detailed narrative responses to each Proposal Item outlined in the table below, and associated supporting documentation to provide additional confirmation and context for the proposer's qualifications. If selected, proposers must be willing and able to commit to the Proposal Items and all provisions in the Standard Provisions for City Contracts, attached herein as Appendix 1.

All submissions and documents must utilize the Proposer's legal business name (including any doing-business-as (DBA) names). The Proposer's legal business name should match what appears in submitted supporting documents, certificates, licenses, RAMP profile name, etc.

The cover letter must be signed by a representative or officer of the firm authorized to bind the Proposer to all provisions of the proposal, the RFP, any subsequent changes, and to the contract if an award is made. Documentation of such authority is required to be submitted with the proposal. All signatures must be scans of wet signatures or electronic signatures.

The submission must include a Table of Contents and the completed Proposal Checklist indicating the components of the proposal and compliance documents with corresponding page numbers. Presentation of the submission and Table of Contents should follow the sequence of the Proposal Checklist. The Proposal Checklist has been provided in Section X of this RFP to help in creation of the Table of Contents.

It is recommended that text be in 12-point size, using a legible font such as Arial, Calibri, Times New Roman or similar. There is no maximum page count. Respondents are encouraged to use good judgment when formatting and submissions to provide the most responsive and concise proposal. Proposals should be submitted on standard letter size pages (8.5" by 11"). Proposers should not include unnecessarily elaborate or promotional material, and number all pages consecutively, with a table of contents following the sequence of the Proposal Checklist, as stated in Section III.A of the RFP.

The recommended maximum file size is 20 megabytes (MB). Respondents must keep the size of their email submission within the limit of their email servers, to ensure that the submission is received. An option is to compress files into a zip folder that meet the maximum file size of 20 MB.

# 1. Technical Proposal

The quality and completeness of the response to the technical proposal requirements will be the basis for scoring as indicated in each section. The total number of points available in this RFP is 100. The below proposal criteria table indicates the number of points available out of 100 for each section of the proposal response. Section II of this RFP should guide the responses provided in the technical proposal.

The technical proposal responses must be submitted in the order indicated below, beginning with the Cover Letter.

# WEBSITE DESIGN, HOSTING AND MAINTENANCE

#### **COVER LETTER**

Each proposal must include a cover letter, signed by a corporate officer of the business, limited to one (1) page that references the title of this RFP and the RFP Number, contains a general statement of the purpose for submission, and includes the following detailed company information:

Full legal name of the Proposer, legal business status (individual, partnership, corporation, etc.), address, website (if applicable), email, and telephone number of the Proposer

Name, title, address, email, and telephone number of the person or persons authorized to represent the Proposer to enter into negotiations with the CITY for the RFP and any subsequently awarded contract. Indicate any limitation of authority for any person named.

# 1. QUALIFICATIONS AND RELATED EXPERIENCE (Maximum 60 points out of 100)

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required work by reasons of experience performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; workload; and record of meeting schedules on similar projects. The applicable experience of the Proposer should be described in narrative detail, including projects of a similar nature, duration of project or service, and in order of most recent experience. Supporting documents should also be submitted to support the narrative.

# A. Company Profile

- 1. Types of services offered by the Proposer
- 2. Year founded and Business Organization Structure (Corporation, partnership, LLC, Sole proprietorship); identify the state under whose laws Proposer is organized. Otherwise, if Proposer is an individual, identify the state where Proposer is domiciled.
- 3. Number, size and location of headquarters and branch offices
- 4. Number of full and part-time employees
- 5. Identify which office location, project manager's and principal office manager(s)' names, phone numbers and email addresses of who will have the primary responsibility for providing services.

# B. Financial Stability

 Provide a general description of the Proposer's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to provide the full scope of services for the term of the contract. Include relevant supporting documentation that substantiates this response

# C. Experience

- Describe the Proposer's length and depth of experience in website design and architecture with back-end support services including hosting and maintenance for AZA accredited zoos and aquariums, museums, Los Angeles-based cultural institutions or attractions, educational or mission-based organizations, or government operated facilities.
- 2. Provide a list of all work performed previously for the CITY or another local U.S. governmental body either as a prime or subcontractor during the last five (5) years.
- 3. Describe experience in working with government agencies or institutions similar in breadth and scope to the CITY. Include experience in the Southern California region in the description, if applicable. Work experience should identify the year, job title, and the name of the employer at the time the work was performed.

# D. Portfolio of Past Projects

- A portfolio of creative examples from no more than three (3) previous client projects may be included to illustrate the Proposer's work, qualifications, and understanding of the ZOO's needs. Provide an overview of goals/objectives for each sample cited and an outline of the website functions or design elements implemented specifically to meet the needs of that project.
- 2. Provide a description of unique or key functions designed into each example website.
- 3. Provide campaign or project costs with each sample provided.
- 4. Performance metric reports should be included where possible to demonstrate results.

# 2. PROPOSED STAFFING, ORGANIZATION AND WORK PLAN (Maximum 10 points out of 100)

# A. Staffing and Organization

This section of the proposal should demonstrate the qualifications, capacity, and ability of the Proposer and personnel to support the ZOO's website program.

- Describe the qualifications and capacity of the Proposer and associated personnel with proven experience and ability to support the Zoo's website as described in Section II of this RFP.
- 2. Provide an organization chart indicating staffing assigned and functional responsibility.
- 3. Provide Resumes/Curriculum Vitae (CV) of each key leadership and/or principal staff members to be assigned.

#### B. Work Plan

Proposer should provide a narrative which addresses the Scope of Work, describes how the Proposer will carry out the CONTRACTOR responsibilities, and shows the Proposer's understanding of the ZOO's needs and requirements.

- Provide an outline or narrative describing project workflow. Include how the Proposer works with clients to determine needs and inform the plan before initiating the design process; how the design process is managed with the client; launch of the new website; and how hosting and maintenance is managed.
- 2. Provide a timeline that outlines the entire process from discovery phase to launch. Include an estimate of the total estimated time needed to complete the project.
- 3. Describe any anticipated needs or expectations from the ZOO to support Proposer's efforts in perform the Scope of Services.
- 4. Use of Subcontractors: Identify and describe any service component that may be contracted out by the Proposer.

# 3. REFERENCES (Maximum 10 points out of 100)

- A. Provide a maximum of five (5) business references for the scope of services cited as related experience, and furnish the name, title/position, address, email address, and telephone number of the person(s) at the references' organization who is most knowledgeable about the work performed. References submitted for review must be professional clientele for whom similar services were provided.
  - 1. For each reference, describe the nature of the reference, the Proposer's relationship to the reference and/or role in a project related to the reference, and the duration of the association. Proposer may also supply references from other work not cited in this section as related experience.

#### 4. PROPOSAL COST

# (Maximum 20 points out of 100)

A. Provide an outline of the Proposer's billing structure and description of how services are billed including the rates and an overall cost for the design/build component of the services and a cost for annual hosting and maintenance component of the existing and the new website.

This may include a breakdown of staffing levels and costs for salaries, expenses, equipment, (differentiate one-time and ongoing costs, and should include estimated itemized detail), contracted services, and any other ancillary costs deemed applicable by the proposer. Costs shall be identified in respective units (hours, flat rate, project-based, etc.) and categories (direct, indirect, overhead, etc.) as applicable.

The costs associated with any proposed deliverables that are optional shall be clearly identified and separated in the budget.

#### 2. Compliance Documents

Proposer must provide complete (and sign, when applicable) copies of all compliance documents. See Part IX for the full list of required compliance documents and submittal instructions. Incomplete submissions may deem a proposal non-responsive.

#### **B.** Questions and Technical Assistance

All questions must be submitted by email to <a href="lazoo.rfp@lacity.org">lazoo.rfp@lacity.org</a>. The subject line of the email must clearly state "QUESTION: RFP # 223297, Design, Hosting and Maintenance of the Los Angeles Zoo Website." The CITY is not responsible for failure to respond to questions that have not been labeled as such.

Questions will only be accepted by email. Inquiries received via mail, in-person, telephone, or fax will not be accepted or answered. **The deadline to submit questions is Thursday, October 2, 2025 at 1:00 p.m. Pacific Time.** All questions and responses will be made available to all Proposers periodically on the RAMP website at <a href="http://www.rampla.org">http://www.rampla.org</a>. No individual responses will be given. The final responses to questions will be posted on RAMP

#### RFP RAMP ID # 223297 Design, Hosting and Maintenance of the Los Angeles Zoo Website

before the bid due deadline. It will be the responsibility of all Proposers to check RAMP for the responses.

City staff cannot provide assistance or feedback on proposals at any time.

Any technical difficulties encountered while submitting a proposal must be reported immediately to <a href="mailto:lazoo.rfp@lacity.org">lazoo.rfp@lacity.org</a>. The email must be received prior to the Proposal at least 48 hours before the due date/time and must include the following:

- 1. Company name and contact information
- 2. Subject Line: Technical difficulty submitting proposal to RFP # 223297
- 3. Description of difficulties encountered including screenshots or other information to document the technical difficulties encountered; and
- 4. Description and supporting documentation, if applicable, of attempts to troubleshoot with <a href="mailto:lazoo.rfp@lacity.org">lazoo.rfp@lacity.org</a>

Based on evaluation of the above information, the ZOO may provide the Proposer the opportunity to submit the Proposal via an alternate method. If the above procedures are not followed as stipulated or sufficient evidence provided, the ZOO will not accept the Proposal.

# C. Deadline for Submission of Proposals

Proposals must be submitted on or before 3:00 p.m. Pacific Time on Wednesday, October 8, 2025.

Proposals will only be accepted in electronic PDF format as one (1) attachment to an email sent to <a href="mailto:lazoo.rfp@lacity.org">lazoo.rfp@lacity.org</a> with the subject line: SUBMISSION: Proposer's Company Name: RFP # 223297 Design, Hosting and Maintenance of the Los Angeles Zoo Website.

Submissions by email may also be in a ZIP file or an electronic cloud-based storage format (e.g., Dropbox, Google Drive, OneDrive, etc.) with proper access and ability to read and download all materials. Failure to submit cloud access link(s) and any password(s) for the proposal by the deadline will result in disqualification. All proposals become the property of the City of Los Angeles. All documents must be in portable document format ("PDF") with optical character recognition ("OCR") enabled.

Hard copy responses (by paper or in a thumb drive), including hand delivery, USPS, or mail courier will not be accepted. All solicitation responses must be received by the deadline stated above.

Proposals received after the above-specified date and time, regardless of reason, will not be opened, accepted, or reviewed. Timely submission of proposals is the sole responsibility of the Proposer. Proposers are encouraged to submit proposals well in advance of the proposal submission deadline.

All costs of proposal preparation shall be borne by the Proposer. The CITY shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

# RFP RAMP ID # 223297 Design, Hosting and Maintenance of the Los Angeles Zoo Website

Proposers shall complete and return all applicable documents, including forms, attachments, appendices, and exhibits to this RFP. The CITY may deem a proposer non-responsive if the proposer fails to provide all required documentation and copies.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in the RFP

#### IV. Evaluation and Selection Process

#### A. Evaluation Criteria

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

Proposals shall be evaluated based on the categories and maximum points indicated in Part III, Section A, 1 - Technical Proposal and may include, but not be limited to, consideration of any or all of the listed factors at the CITY's sole discretion. The lowest cost proposer may not be determined to be the best proposer when all evaluation factors have been considered.

#### **B. Proposal Review Process**

Proposals received by the Proposal Submission Deadline as specified in this RFP will be evaluated as outlined below.

#### 1. Preliminary Review – Level One

Proposals will be reviewed to determine the completeness of required documentation (including compliance documents), whether minimum eligibility requirements have been met, and compliance with the CITY's Administrative and General Contracting Requirements. All forms will be reviewed for context and required signatures. The ZOO reserves the right to request additional information to clarify the content of a submitted proposal.

Proposers that fail to submit or complete the required documentation and satisfactorily comply with the CITY's requirements may be deemed as non-responsive, eliminated from further consideration and will not proceed to the proposal evaluation process.

Proposers that do not meet the requirements of the preliminary review will be notified in writing by email. Failure of a Proposer to specifically respond to each RFP item, or any other information requested by the CITY, shall be grounds for rejecting that Proposer's proposal and may not proceed to a Level II review.

The CITY, at its option, may reject any and all proposals submitted in response to this RFP, or waive any informality in a proposal when to do so would be to the advantage to the CITY or its taxpayers.

# 2. Proposal Evaluation - Level Two

A Review Committee will be designated to evaluate/score the proposals. All eligible proposals shall be reviewed, scored, and ranked on the criteria outlined above.

A Level II review will focus on the qualifications provided by the Proposer on the required minimum work experience and the presentation of qualifications as outlined in Part III Section A, 1 – Technical Proposal of this RFP. All proposals submitted will be reviewed and if necessary, all references may be contacted to verify accuracy of information provided by the Proposer. During this time, the Review Committee will review all responsive proposals for their ability to achieve the outcomes described in Section II in this RFP.

The CITY reserves the right to verify information contained in the proposal. If the information cannot be verified, and if the errors are not willful, the CITY reserves the right to reduce the rating points or reject the proposal. Additionally, the ZOO reserves the right to consult with other CITY departments during the evaluation process.

As part of the evaluation of proposals, at the CITY's option, oral interviews with and/or presentations from some or all of the Proposers may be required. Proposers who are to be interviewed shall receive at least three business days advance notification to prepare for the interview. Upon indication, Proposers shall receive detailed interview/presentation instructions. No other interview dates will be provided, therefore, if a Proposer is unable to attend the interview during this time period, its proposal may be eliminated from further review. The interview will include a presentation by the Proposer, after which the Proposal Review Committee will ask questions related to the submitted proposal and qualifications.

#### C. Contract Award Process

After the evaluation of the proposals has been completed, the Proposal Review Committee will make a written recommendation to the Zoo Director to award a contract. The Zoo Director reserves the right to accept or reject the recommendation. The CITY will notify all Proposers by email whether or not their proposal was selected.

The Proposer to whom a contract is awarded shall be required to enter into a written contract with the CITY in a form approved by the City Attorney. The selected CONTRACTOR must abide by and conform with any and all applicable laws of the United States, State of California, and the City and County of Los Angeles, including but not limited to provisions of the Los Angeles City Charter and Administrative Code. This RFP and the proposal, or any part thereof, will be incorporated and made a part of the final contract. However, the CITY reserves the right to further negotiate the terms of the contract with the selected Proposer. All work assigned to the Proposer under a resulting contract will be subject to approvals from any elected or appointed authority, e.g., City Council, Mayor, and no minimum level of work or funding is guaranteed

The CITY reserves the right to verify the information received in the proposal. If a Proposer knowingly and willfully submits false information or data, the ZOO reserves the right to reject that proposal. If it is determined that a contract was awarded as a result of false statements or other data submitted in response to this RFP, the ZOO reserves the right to terminate the contract.

# D. Proposal Appeal Process

The CITY will notify all Proposers of the outcome status of their proposal submission by email and of their right to file an appeal, when applicable. Proposers may appeal procedural issues only. An appeal based on non-selection alone or disagreement with the selected recommendation or award of the contract is not sufficient grounds for an appeal. Written appeals may not include any new or additional information that was not submitted with the original proposal. Only one appeal per proposal will be permitted.

Any appeal must be submitted by email to the Chief Executive Officer & Zoo Director at <a href="mailto:lazoo.rfp@lacity.org">lazoo.rfp@lacity.org</a> within three (3) business days of the RFP status notification email date. The email must use the subject line: APPEAL: Proposer's Company Name: RFP # 223297 Design, Hosting and Maintenance of the Los Angeles Zoo Website.

The procedure and time limits set forth in this paragraph are mandatory and are the Proposers' sole and exclusive remedy in the event of an appeal. Failure by a party originating an appeal to comply with these procedures shall constitute a waiver of any right to further pursue the appeal, including filing a Government Code claim or legal proceedings.

At a minimum, any written appeal document must include the following:

- 1. Name, address, and telephone number of the appealing party.
- 2. Name of RFP and RFP # 223297
- 3. Detailed narrative statement of the legal and/or factual grounds of the appeal, including copies of all relevant documents. The statement must also refer to the specific portion of the documents that form the basis of the appeal.
- 4. Request for a ruling from the ZOO.
- 5. Statement as to the form of relief requested.

Appeals may not be more than one (1) typewritten page. Appeals and attached documentation (if applicable) will only be accepted by email to <a href="mailto:lazoo.rfp@lacity.org">lazoo.rfp@lacity.org</a> in PDF format.

A panel will review any timely received appeals for this RFP and make a final determination for the appeal. The decision of the panel on the appeal will be final.

The Zoo Director will consider the Proposal Review Committee's recommendation for awarding a contract, together with all timely written appeals and other pertinent information, and will select the recommended Proposer to be awarded the contract. The Mayor will exercise final authority in the selection of the CONTRACTOR and allocation of funds to be awarded through this RFP.

The selected proposer will be identified on <a href="https://www.rampla.org/s/">https://www.rampla.org/s/</a> after all the following: When the proposal appeal process, if any has been completed; after the award recommendation has been approved by the Mayor; and the contract has been executed. Automatic email notifications will be sent out by RAMP informing other bidders that an award has been made.

# V. General City Reservations

# A. Acceptance of Terms and Conditions

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the CITY and ZOO's objectives.

Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, all of the terms and conditions in this RFP. The terms and conditions included in this RFP shall be incorporated into the final contract. Proposers will be deemed to have read, understood and accepted those terms and conditions unless specific changes are requested in the conceptual proposal submitted and are accepted by the CITY.

# B. Addendum(a)

The CITY reserves the right to issue addendum(a) to this RFP, which may add additional requirements which a proposal must meet to be considered responsive. All addenda will be posted on the RFP listing on the RAMP website at www.RAMPLA.org. It is the Proposer's responsibility to check RAMP for any and all addenda posted prior to the proposal deadline.

If the CITY determines that all proposers failed to submit requested information or adequately responded to the same RFP question or request for data, the CITY may, at its discretion, issue an RFP Addendum and provide all proposers with an opportunity to respond to the RFP question or requirement. Responses to RFP Addendum questions must be submitted in writing by the stated deadline; otherwise, the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

# C. In Writing

All proposals must be submitted in writing by email to <a href="lazoo.rfp@lacity.org">lazoo.rfp@lacity.org</a> and proposers shall complete and return all applicable documents including, but not limited to, written responses, questionnaires, forms, appendices, spreadsheets, and any electronic files. The CITY may deem a proposer non-responsive if the proposer fails to provide all required documentation, copies, or electronic files and will be eliminated from further consideration in the evaluation process.

#### D. Best Offer

The proposal shall include the Proposer's best terms and conditions. Submission of the proposal shall constitute a firm and fixed offer to the CITY that will remain open and valid for a minimum of two hundred forty (240) days from the submission deadline.

#### E. Authorized Signatures

Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. A non-officer individual, with authority to bind the Proposer to a contract, is sufficient to sign all applicable documents for this RFP. Consortiums, joint ventures, or teams submitting proposals will not be

considered responsive unless it is established that all contractual responsibility rests solely with one Proposer or one legal entity. The proposal must identify the responsible entity.

# F. Information Requested and Not Furnished

The information requested and the manner of submission are essential to permit prompt evaluation of all proposals. Accordingly, the CITY reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

#### G. Alternatives

The Proposer shall not change any wording in the RFP or associated documents. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the proposal documents. Alternatives that do not substantially meet the CITY's requirements cannot be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive.

## H. Proposal Errors

The Proposer is responsible for all errors or omissions incurred by Proposer in preparing the proposal. Proposer will not be allowed to alter proposal documents after the Proposal Submission Deadline, except as permitted by the CITY. The CITY reserves the right to make corrections or amendments due to errors identified in the proposal by the CITY or the Proposer. This type of correction or amendment will only be allowed for typographical errors, transposition, or other obvious error. Any changes will be date and time stamped and attached to the proposal. All changes must be coordinated in writing with, authorized by and made by the Contract Administrator through <a href="mailto:lazoo.rfp@lacity.org">lazoo.rfp@lacity.org</a>.

#### I. Proposal Clarification

The CITY reserves the right to request at any phase of the evaluation process that Proposers clarify information provided in RFP responses, including assumptions used in the RFP response. All clarifications must be coordinated in writing with, authorized by, and made by the Contract Administrator through <a href="mailto:lazoo.rfp@lacity.org">lazoo.rfp@lacity.org</a>. Clarifications must be submitted in writing by the requested deadline. Otherwise, the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

If the CITY determines that all proposers failed to submit requested information or adequately responded to the same RFP question or request for data, the CITY may, at its discretion, issue an RFP Addendum and provide all proposers with an opportunity to respond to the RFP question. Responses to RFP Addendum questions must be submitted in writing by the stated deadline; otherwise, the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

#### J. Waiver of Minor Administrative Irregularities

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

# K. Interpretation and Clarifications of RFP Requirements

The CITY will consider prospective recommendations or suggestions regarding any requirements before the pre-proposal conference. All recommendations or suggestions must be in writing and submitted to the Contract Administrator. The CITY reserves the right to change or amend any and all requirements of the RFP.

# L. Withdrawal of Proposals

The Proposer may withdraw submitted proposal in writing by email to <a href="mailto-lazoo.rfp@lacity.org">lazoo.rfp@lacity.org</a> at any time prior to the specified bid deadline. Signed withdrawal requests on Proposer's letterhead may be attached to an email and sent to <a href="mailto:lazoo.rfp@lacity.org">lazoo.rfp@lacity.org</a>. The request should indicate the submission date of the proposal being withdrawn. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the specified bid submission deadline. All proposals submitted and not withdrawn prior to the bid submission deadline shall represent the Proposer's fixed and firm offer and may not be withdrawn after the submission deadline for a period of two hundred forty (240) calendar days following the bid due date.

Proposals must be reviewed and rated by the CITY as submitted. No changes or additions are allowed after the proposal deadline.

#### M. Selection of Contractor

The Proposer with the highest score based on the RFP criteria and that also satisfies all CITY contracting requirements will be recommended for selection. Selection is not restricted to the lowest offer or bid. Should contract negotiations not be successful with the selected Proposer, the CITY may, based on its exclusive discretion, negotiate with the next most qualified Proposer.

# N. Rejection of Proposals

The CITY 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 reserves the right to reject the proposal of any proposer who has previously failed to perform competently in any prior business relationship with the CITY. The rejection of any or all proposals shall not render the CITY liable for costs or damages.

The CITY reserves the right to select proposers whose proposals, in the sole judgment of the CITY, best meet the needs of the CITY. The CITY shall have the right to request that Respondents provide additional information regarding any particular services or group(s) of services contained in their proposals, and to enter into negotiations with Respondents for said service(s). The CITY reserves the right to reject any or all proposals; to waive any non-material irregularities or informalities in proposals received; to reject any unapproved alternate or incomplete proposal(s), and reserves the right to reject the proposal of any proposer who has previously failed to perform competently in any prior business relationship with the CITY. The rejection of any or all proposals will not render the CITY liable for costs or damages.

If a Proposer knowingly and willfully submits false performance or other data, the CITY of Los Angeles reserves the right to reject that proposal. If it is determined that a contract was awarded because of false performance or other data in response to this RFP, the CITY reserves the right to terminate that contract.

Notwithstanding any other provision of this RFP, the CITY reserves the right to reject any or all proposals and to waive any informality in a proposal when to do so would be to the advantage of the CITY and its taxpayers.

#### O. RFP Withdrawal, Cancellation, Other Options

The CITY reserves the right to withdraw or cancel the RFP at any time if it deems such action necessary. If such action is taken, the CITY may re-issue the RFP. The CITY also reserves the right to contract with more than one respondent to this RFP. Furthermore, the CITY may exercise its right not to select any proposer from this RFP, if it determines that there was no responsive proposer.

The CITY reserves the right to verify all information in the proposal. The CITY reserves the right to require a pre-award interview and site inspection.

# P. Proposal Accuracy and Completeness

The proposal must set forth full, accurate, and complete information as required by this RFP. Unclear, incomplete, and/or inaccurate documentation, may not be considered for contract award.

# Q. Property of City/Proprietary Material

The City of Los Angeles reserves the right to retain all submitted proposals and the proposals shall become the property of the City of Los Angeles and a matter of public record. Any department or agency of the CITY shall have the right to use any or all ideas presented in proposals submitted in response to this RFP without any change or limitation. Selection or rejection of a proposal does not affect this right.

All proposals submitted in response to this RFP will become the property of the CITY and subject to the California Public Records Act (CPRA California Government Code Section 7920-7931). Proposers must identify all trade secrets or other proprietary information that the proposers claim is exempt from the Public Records Act. The City Attorney will make an independent determination regarding whether the identified information is disclosable.

In the event a Proposer claims such an exemption, the Proposer is required to state in the proposal the following: "The Proposer will indemnify the CITY and its officers, employees, and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore."

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

#### R. Copyrighted Material

Proposers must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code Sections 7920-7931). In the event such an exemption is claimed, the Proposer shall state in

the proposal that they will defend any action brought against the CITY for its refusal to disclose such material trade secrets, or other proprietary information to any party making a request therefore. Failure to include such a statement shall constitute a waiver of a Proposer's right to exemption from disclosure. The CITY assumes no responsibility for disclosure or use of unmarked data for any purposes. Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by the City as a waiver of any exemption claim. The identification of exempt information must be more specific.

# S. Confidentiality

All documents, records, and information provided by the CITY to the CONTRACTOR, or accessed or reviewed by the CONTRACTOR, during the performance of the services 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 and any of its employees during the performance of services are confidential (from now on collectively referred to as "Confidential Information"). The CONTRACTOR agrees not to provide Confidential Information, nor disclose their content or any information contained in it, 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 work for the CITY will be used only to carry 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.

Any Confidential Information provided by the CITY to the CONTRACTOR, or accessed or reviewed by CONTRACTOR, during the performance of services, will be made 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.

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. At no cost to the CITY the CONTRACTOR will, at the conclusion of services, or at the request of the CITY, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information and all other written materials, notes, documents, or additional information obtained by the CONTRACTOR during the course of work under the contract. The CONTRACTOR will not make or retain copies of any such information, materials or documents. The CONTRACTOR and its employees, agents, and subcontractors may have access to confidential employee personnel information; misuse of such information may adversely affect the subject individual's privacy rights and may violate various federal and State statutes. The CONTRACTOR will implement reasonable and prudent measures to keep secure personal employee information accessed by its employees, agents, and subcontractors during the performance of services. The CONTRACTOR will advise its employees, agents, and subcontractors of this confidentiality requirement.

The CONTRACTOR shall disclose the intent to use any service provider outside the continental United States of America to handle any aspect of the work within the scope of services, and shall describe to the CITY's satisfaction the methods which will be used to protect the CITY's interests and confidentiality of CITY records and information in doing so. The CITY reserves the

right to approve any such service provider throughout the term of the contract at its sole and absolute discretion.

Any breach of security that occurs through the CONTRACTOR's website, offices or network shall require CONTRACTOR to be responsible for notifying CITY and all applicants affected by such breach. CONTRACTOR shall also be responsible for all costs associated with such notification. The CONTRACTOR shall indemnify the CITY for any breaches of its security and the improper disclosure of confidential information.

# T. Right to Reissue RFP or Sole Source

If an inadequate number of proposals is received or the proposals received are deemed non-responsive, not qualified, or not cost-effective, the CITY may, at its sole discretion, reissue the RFP or award a sole-source contract with a vendor. The award of the contract is subject to the successful negotiation of the terms and conditions of the contract.

# **U.** Right to Extend Submission Deadline

The City of Los Angeles reserves the right to extend the RFP submission deadline should such action be in the best interest of the CITY. In the event that the submission deadline is extended, proposers may revise previously submitted bids.

# V. Right to Deny

The City of Los Angeles will not fund any organization, regardless of the merits of the proposal submitted, which has a history of noncompliance with the CITY; poor past or current performance with the CITY; or current disputed or disallowed costs with the CITY.

#### W. Right to Withhold Business

The City of Los Angeles reserves the right to withhold business with any selected Proposer for any reasons which include, but are not limited to, substantial staffing changes of a selected organization or individual that are unacceptable to the CITY.

#### X. Contract Terms

This RFP and all applicant proposals or any parts thereof may be incorporated into and made a part of any contract. The City of Los Angeles reserves the right to further negotiate the terms of each contract with any selected Proposer.

#### Y. Negotiation Process

Proposers approved for funding shall be required to negotiate a contract with the CITY on an offer/counter-offer basis. The negotiation process shall be bound by the best terms and conditions originally offered by the Proposer in the proposal. The City of Los Angeles reserves the right to make contract awards contingent upon the satisfactory completion by the Proposer of certain special conditions. The contract offer of the City of Los Angeles may contain additional terms or terms different from those set forth herein.

As part of the offer/counter-offer negotiation process, the CITY reserves the right to fund all or portions of a Proposer's proposal.

# Z. Proposal Acceptance

Late proposals will not be considered for review and funding. The City of Los Angeles reserves the right to determine the timeliness of all proposals submitted.

# AA. Right to Terminate Contract

Any contract awarded pursuant to this RFP may be terminated by the CITY for its convenience effective as of any date, upon thirty (30) days prior written notification by the CITY to the successful Proposer.

#### **BB.** Government Taxation Forms

Within ten (10) business days of selection notification, the successful Proposer must submit the following three forms by email as part of the contracting process. The legal company name on the proposal must match what appears on all document submissions.

- 1. Completed (Form W-9) Internal Revenue Services (IRS) Request for Taxpayer Identification Number and Certification.
- 2. Evidence of having applied for, obtained, or renewed a City of Los Angeles Business Tax Registration Certificate (BTRC) and Vendor Registration Number. CONTRACTOR must have a clear account with no tax deficiencies with the City of Los Angeles Office of Finance.
- 3. California State Franchise Tax Board Withholding Exemption Certificate Form 587 <a href="https://www.ftb.ca.gov/forms/2022/2022-587-instructions.html">https://www.ftb.ca.gov/forms/2022/2022-587-instructions.html</a>, if the Proposer is located outside of California.

All taxes (federal, state, county, city and local), including possessory interest tax (if applicable), shall be the responsibility of CONTRACTOR. Moreover, any applicable assessments for taxable possessory interests assessed against CONTRACTOR during the Term shall be the responsibility of the CONTRACTOR and not deductible or off- set against any other amounts. Regardless of possessory interest applicability, this contract is not intended to and shall not be construed to vest in CONTRACTOR any title, estate, possessory interest, or property right in any properties or equipment of other CONTRACTORS or the CITY or in any part thereof, including without limitation the Premises and existing equipment, and of other CONTRACTORS or the CITY do not by this instrument relinquish, convey, or qualify in any degree its respective possession, title, control, or management of any of said properties or equipment

# **CC.** California Business Requirements

 Licenses and Permits. CONTRACTOR shall obtain and maintain in good standing, at its own cost, all legally required California state business permits and licenses, decrees, acts, orders, consents, licenses, certificates, and/or permits and insurance necessary to manage, operate, and provide such as, but not limited to: Sellers Permit from the State Board of Equalization, Secretary of State Registration, professional licenses, etc. 2. Payment for Permits and Licenses, Collection of Taxes. Operator shall pay all federal, state, and local licenses and permit fees and collect and pay for all sales, use and excise taxes relating to the provision of the Services.

#### VI. General Conditions

# A. Pre-Award Negotiations

Before the award of the contract, the successful Proposer(s) may be required to attend negotiation meetings that will be scheduled at a later date. The intent of the meeting(s) will be to discuss and negotiate contract requirements, prices/premiums, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. to ensure successful administration of the contract.

#### **B.** Execution of Contract

Unless otherwise stated, proposals submitted will be irrevocable for a period of 240 days following the proposal submission due date. A contract will be developed following action by the ZOO.

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

Please note that the CITY takes a legal approach whereby all contracts contain an order of precedence. In the event of an inconsistency between the provisions of the CONTRACTOR's documents and the CITY's documents, the CITY's documents take precedence concerning the resolution of the inconsistency.

#### C. Amendments, Modifications and Change Orders

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and conditions of the resultant contract must be made by written amendment or change order approved by the Contracting Authority/Department, the CONTRACTOR, and signed by the City Attorney. If the CONTRACTOR performs any modification without a written amendment/change order, the CITY will neither pay for nor be obligated to accept said modification.

#### D. Prime Contractor

The proposer awarded the contract must be the prime CONTRACTOR performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly outlined in the proposal document as to what part(s) are to be subcontracted, the reasons for subcontracting and a listing of subcontractors. The CITY reserves the right to reject any proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the prime CONTRACTOR on the awarded contract. The prime CONTRACTOR will at all times be responsible for the acts and errors or omissions of its Subcontractors or joint participants and persons directly or indirectly employed by them.

#### E. Subcontractors/Joint Ventures

Acceptance or rejection of a Proposer's request to use subcontractors is at the sole discretion of the CITY. With the written approval of the CITY, the CONTRACTOR may enter into subcontracts and joint participation contracts with others for the performance of portions of the resultant contract.

The provisions of the resultant contract shall apply to all subcontractors in the same manner as to the CONTRACTOR. In particular, the CITY will not pay, even indirectly, the fees and expenses of subcontractors that do not conform to the limitations and documentation requirements of the resultant contract.

# F. Copies of Subcontractor Contracts

Upon written request from the CITY, the CONTRACTOR shall supply the CITY with all subcontractor contracts.

# G. Supplier Performance Feedback Meetings

The proposer awarded the resulting contract is required to attend periodic performance feedback meetings at the request of the Contracting Authority. The meetings will be facilitated by the Contracting Authority and will focus on the CONTRACTOR's and the CITY's performance in fulfilling the service level requirements contained in the contract. The meetings will provide a forum to informally discuss opportunities for improving contract terms and conditions, service level requirements, and cost reductions for both parties.

#### H. Replacement of Contractor's Staff

The CITY reserves the right to have the CONTRACTOR replace any contract personnel with equally or better-qualified staff upon providing written notice to the CONTRACTOR. Also, the CITY reserves the right to approve in advance any changes in project personnel or levels of commitment by the CONTRACTOR to the project.

#### I. Contractor's Address

The address given in proposal response will be considered the legal address of the CONTRACTOR and will be changed only by written notice to the CITY. The CONTRACTOR will supply an address to which certified mail can be delivered. The delivery of any communication to the CONTRACTOR personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the CONTRACTOR at such address, will constitute a legal service thereof. Also, telephone numbers, fax numbers, and e-mail addresses (if applicable) must be provided.

#### J. Term & Option to Renew

The term of any contract(s) established under this RFP shall be for the period identified in the RFP Introduction. The CITY reserves the right in its sole discretion to seek an extension of the term of the contract.

# K. Governing Law

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of the RFP and the resultant contract, must comply with all applicable laws of the United States of America, the State of California and the CITY.

#### L. California State Sales Tax

Do not include California State sales tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.

# M. California State Board of Equalization Permit

The proposer must include the company's State of California Board of Equalization permit number in the cover letter. If the company does not have this permit, the proposer must declare that the company has no California sales tax permit. If selected, the proposer shall obtain a permit or submit its Exemption Certificate (Form 587) from the California Franchise Tax Board. <a href="https://www.ftb.ca.gov/forms/2022/2022-587-instructions.html">https://www.ftb.ca.gov/forms/2022/2022-587-instructions.html</a>

#### N. Federal Excise Taxes

The CITY is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. The Department of General Services, upon request, will furnish Federal excise exemption certificates.

#### O. Periodic Independent Audit

The CITY reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the CONTRACTOR and its subcontractors are conducting CITY business within generally accepted industry standard practices. Each CONTRACTOR will be required to cooperate fully with any external audit.

#### P. Financial Audit

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

#### Q. Proposer Background Information

Proposers must submit contact information as requested in the Proposal Questionnaire.

#### R. Proposer Signature Declaration

Proposer shall provide a Signature Declaration as requested in the Proposal Questionnaire.

# VII. Contractor Performance Evaluation Program

When the term of the contract under this RFP has concluded, the CITY will evaluate the CONTRACTOR's performance. The CITY may also conduct evaluations of the CONTRACTOR's

performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on specified criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the contract. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final CITY evaluation and any response from the CONTRACTOR to evaluate Proposals and to conduct reference checks when awarding future service contracts.

# VIII. Standard Provisions for City Contracts

The successful Proposer that is awarded the contract will be required to enter into a Personal Services Contract with the City of Los Angeles, approved in form by the City Attorney. A copy of this RFP, the accepted proposal, and version of the Standard Provisions for City Contracts in place at the time of contract execution will form a part of the contract. These include applicable requirements for contractors to do business with the CITY, and documentation thereof, including but not limited to, evidence of insurance and requirements for a Business Tax Registration Certificate. A copy of the current version of the City's Standard Provisions for City Contracts is incorporated in this RFP for reference as Appendix 1.

As part of complying with the Standard Provisions, refer to Appendix 2 (Form Gen 133), Instructions for Complying with Instruction for Insurance Requirements.

# IX. Compliance Documents

Compliance documents are required submissions by the City of Los Angeles. This RFP requires new submissions. Previous compliance document submittals and/or waivers do not apply. New forms and new compliance documents must be completed and submitted with the response to this new RFP opportunity.

# All Bidders/Proposers shall complete and submit the following (Exhibits 1 – 11) with their proposal:

# A. Contractor Responsibility Ordinance (CRO) - Exhibits 1, 1A, 1B

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO), unless exempt pursuant to the provisions of the Ordinance. Proposers shall refer to Exhibit 1, "Contractor Responsibility Ordinance," for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their proposal, the Responsibility Questionnaire – Service (Exhibit 1A) and CRO Pledge of Compliance (Exhibit 1B) and signed under penalty of perjury. Failure to return the completed questionnaire (Exhibit 1A) and the Pledge of Compliance (Exhibit 1B) may result in a Proposer being deemed non-responsive.

The CRO Questionnaire for Construction (Exhibit 1A) form is attached.

The CRO Pledge of Compliance form (Exhibit 1B) is attached.

# B. Certification of Compliance with Child Support Obligations - Exhibit 2

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, the Child Support Obligations Ordinance. CITY policy also requires all Contractors and subcontractors performing work for the CITY to comply with all State and Federal reporting requirements and wage and earning assignments relative to legally mandated child support.

All Proposers shall complete and return with their proposals the Certification of Compliance with Child Support Obligations included in Exhibit 2.

# C. Certification Regarding Compliance with the Americans with Disabilities Act - Exhibit 3

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq., and its implementing regulations.

All Proposers shall complete and return, with their proposal, the Certification Regarding Compliance with the Americans with Disabilities Act included in Exhibit 3.

#### D. City of Los Angeles Contract History - Exhibit 4

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years, if applicable.

All Proposers shall complete and return with their proposals the City of Los Angeles Contract History Form included in Exhibit 4.

# E. Los Angeles Residency Information - Exhibit 5

All Proposers shall complete and return with their proposals the Los Angeles Residency Information Form included in Exhibit 5.

#### F. Ethics Certification and Contributions - Exhibits 6, 6A & 6B

To protect the integrity of the CITY's procurement processes and avoid the appearance of undue influence, CITY laws limit gifts and political contributions from certain bidders, contractors, and subcontractors. To foster compliance with those limitations, each CITY department is required to file quarterly reports to disclose information about their active bidders, contractors, and procurement processes.

The Ethics Commission of the City of Los Angeles provides an overview of the ethics laws that apply to CITY bidders and contractors, including disclosure requirements, restrictions on gifts, and restrictions on campaign contributions and fundraising. See the brochure attached as Exhibit 6.

All Proposers shall complete and return with their proposals the Bidder Certification CEC Form 50 and the Prohibited Contributors (Bidders) CEC Form 55 included as Exhibits 6A & 6B.

# Bidder Certification (CEC Form 50) - Exhibit 6A:

The City's Municipal Lobbying Ordinance, Los Angeles Municipal Code Section 48.01, et. seq (attached) requires certain individuals and entities to register with the City Ethics Commission and make public disclosures and comply with other requirements. Proposers bidding for a contract, as defined in Los Angeles Administrative Code Section 10.40.1, shall submit with their bid, the Bidder Certification Form CEC 50 as prescribed by the City of Los Angeles Ethics Commission acknowledging and agreeing to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance. A copy of the ordinance can be found as part of Exhibit 6.

This ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing the decisions of City government. Additional information regarding these restrictions may be obtained from the City Ethics Commission at (213) 978-1960 or <a href="http://ethics.lacity.org/">http://ethics.lacity.org/</a>.

A bidder who submits a response to a solicitation (bidders) for a construction contract, public lease, or license of any value and duration or for a goods or services contract with a value greater than \$25,000 and a term of at least three months must submit with its proposal a completed CEC Form 50. Form 50 requires bidders to acknowledge that the bidder agrees to comply with the disclosure requirements and prohibitions established in the Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under Los Angeles Municipal Code Section 48.02 (exemptions in Los Angeles Municipal Code Section 48.03 and Los Angeles Administrative Code Section 10.40.4 do not apply). A response submitted without a completed CEC Form 50 shall be deemed non-responsive. Refer to the attachment, Exhibit 7A. Only the most current February 2022 version of the form will be accepted.

# Bidder Contributions (CEC Form 55) – Exhibit 6B:

A person who submits a response to a solicitation (bidder) for a contract with an anticipated value of \$100,000 or more and approved by an elected officer is subject to Charter section 470(c) (12) and related ordinances. As a result, a bidder may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time the bidder submits the response until either the contract is approved or, for a successful bidder, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000.00 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

A bidder must submit CEC Form 55 to the awarding authority at the same time the response is submitted. Refer to the attachment, Exhibit 6B. Only the most current February 2022 version of the form will be accepted. The form requires bidders to identify their principals, their subcontractors performing \$100,000.00 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed non-responsive. Bidders 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 ethics.lacity.org.

# G. Declaration of Non-Collusion - Exhibit 7

Proposers shall complete and return with the proposal, a <u>notarized</u> Declaration of Non-Collusion signed by a person(s) authorized to bind the Proposer which includes the following Declaration as included in Exhibit 7.

- The proposal is genuine and not a sham or collusive.
- The proposal is not made in the interest of or on behalf of any person not named in the proposal.
- The Proposer has not directly or indirectly induced or solicited any person to submit a false or sham proposal, or to refrain from submitting a proposal.
- The Proposer has not in any manner sought by collusion to secure an advantage over any other Proposer.

# H. City of Los Angeles Business Tax Registration Certificate (BTRC) - Exhibit 8

Pursuant to the Los Angeles Municipal Code (LAMC), Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles, are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a City of Los Angeles Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN). Information regarding this requirement may be obtained at the Office of Finance, Tax & Permit Division, 200 N. Spring St., Room 101, Los Angeles, CA 90012, Phone: (844) 663-4411, Web: <a href="https://finance.lacity.org">https://finance.lacity.org</a>

At the Proposer's own cost and expense, Proposer shall procure and maintain the necessary Tax Registration Certificate(s) and make payment of the business tax for the term of the contract and any additional terms as outlined in Exhibit 8.

All Proposers shall submit a copy of their current Business Tax Registration Certificate with their proposal. Proposers that do not have a BTRC shall apply for one and submit confirmation of its BTRC application and/or temporary BTRC.

# I. Insurance Requirements - Exhibit 9 and 9A

The City of Los Angeles, Office of the City Administrative Officer (CAO) Risk Management is responsible for insurance and bonds compliance of contractors, vendors, and permittees on a citywide basis. More detailed information about the City's insurance requirements is available on the Office of the City Administrative Officer's website at <a href="http://cao.lacity.org/risk">http://cao.lacity.org/risk</a>.

At the Proposer's own cost and expense, Proposer and each of its subcontractors shall procure and maintain the minimum insurance requirement for the term of the contract and any additional terms as outlined in Exhibit 9. All Proposers shall submit the Required Insurance and Minimum Limits Form (Exhibit 9A) with their proposal. Submission of the form is acknowledgment that, if selected, evidence of coverage that fulfills the required insurance and minimum limits must be uploaded to <a href="https://kwikcomply.org/">https://kwikcomply.org/</a> before signing the contract.

# J. Iran Contracting Act of 2010 – Exhibit 10

By California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City for goods and services estimated at

\$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit" (Exhibit 10).

All Bidders/Proposers must complete the following items (Exhibits 11 - 12) ONLINE on the Regional Alliance Marketplace for Procurement (RAMP) <a href="www.rampla.org">www.rampla.org</a> and submit a PDF copy or screenshot with their proposal:

# K. Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO) - Exhibit 11

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), Bidders/Proposers are required to complete a streamlined <u>Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit</u> web form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at <u>www.rampla.org</u>. Bidders/Proposers are responsible for creating a RAMP profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

# Equal Benefits Ordinance (EBO):

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders/Proposers shall complete and submit the <u>Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit</u>, which is only available in electronic format on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at <u>www.rampla.org</u>, prior to award of a CITY contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP website. To facilitate compliance review, it is recommended that Bidders/Proposers complete and submit the affidavit with their proposals. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the CITY may request supporting documentation to verify that the benefits are provided equally as specified on the EBO/FSHO Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <a href="https://bca.lacity.org/equal-employment-opportunity-enforcement">https://bca.lacity.org/equal-employment-opportunity-enforcement</a>.

# First Source Hiring Ordinance (FSHO)

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

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

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's website at <a href="http://bca.lacity.org">http://bca.lacity.org</a>.

To facilitate compliance review, it is recommended that Bidders/Proposers complete and submit the EBO/FSHO affidavit with their proposals. <u>A PDF or screenshot of the completed</u> electronic document may be submitted with the proposal.

L. <u>Disclosure Ordinances (DO) - Slavery Disclosure (SDO) / Disclosure of Border Wall Contracting Ordinance (DBWCO) - Exhibit 12</u>

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code. Bidders/Proposers are required to complete a streamlined Disclosure Ordinances Compliance Affidavit web form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at <a href="https://www.rampla.org">www.rampla.org</a>

Bidders/Proposers are responsible for creating a RAMP profile and completing and submitting the Disclosure Ordinances Compliance Affidavit. The affidavit can be found by navigating to the "My Business Profile" page and clicking on the "Compliance Documents" link. The affidavit should be completed and submitted by the time of RFP submission.

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

A PDF or screenshot of the completed electronic document is required to be submitted with the proposal.

THE FOLLOWING EXHIBITS ARE REQUIRED ORDINANCES WHICH CONTRACTORS MUST COMPLY WITH. Submissions are not required at this time unless Bidders/Proposers request an exemption (Exhibits 13-15):

M. Non-Discrimination / Equal Employment Opportunity (EEO) / Affirmative Action (AA) - Exhibit 13

Los Angeles Administrative Code, Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the CITY to comply with a Non-Discrimination/Affirmative Action Program. Proposers shall refer to Exhibit 13, Non-Discrimination/Equal Employment Opportunity/Affirmative Action Program, for further information regarding the requirements of the Ordinance.

N. Living Wage Ordinance (LWO) and Worker Retention Ordinance (WRO) - Exhibit 14

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the CITY and that involve an expenditure in excess of \$25,000 and an contract term of at least three (3) months, lessees and licensees of CITY property, and certain recipients of CITY financial assistance, shall comply with the provisions of Los Angeles

Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO). Bidders/Proposers who believe that they meet the qualifications for one of the exemptions shall apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (Form OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the Bureau of Contract Administration's website at <a href="https://bca.lacity.org">https://bca.lacity.org</a>.

# O. Fair Chance Initiative for Hiring Ordinance (FCIHO) - Exhibit 15

The FCIHO requires that private employers and CITY contractors do not include any inquiries into a job applicant's criminal history on job applications or postings. Private employers and CITY contractors cannot inquire about an applicant's criminal history until after a conditional offer of employment has been made. If an offer of employment is withdrawn as a result of a criminal history, the applicant must be given the opportunity for the Fair Chance Process.

Proposers shall comply with the City of Los Angeles Fair Chance Initiative for Hiring Ordinance (FCIHO) as outlined in Exhibit 15.

# The following exhibit is an optional submittal based on the Proposer's participation in the Program. (Exhibit 16)

# P. Local Business Preference Program (LBPP) – Exhibit 16

The City is committed to maximizing opportunities for local businesses and local small businesses in Los Angeles County, business entities working with the hardest-to-employ populations. It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The new Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. Criteria and instructions for participation in the LBPP are set forth herein.

Effective March 27, 2024, the Local Business Preference Program (LBPP) was modified in regards to awarding preferences for contracts valued over \$150,000. The details of these changes are outlined in the City of Los Angeles Ordinance No. 188111.

Proposers interested in participating in the LBPP must complete the LBPP. The required Applications/Renewals will only be accepted and processed through RAMP. Instructions for **RAMP** applying for certifications are available on the Support https://www.rampla.org/s/support. The City may request supporting documentation to verify qualification for designation as a Local Business. Only those proposers who apply and qualify for a Local Business designation (or otherwise qualify by using a qualified Local Subcontractor) by the RFP due date will be eligible for additional points that can be awarded under the ordinance.

<u>Proposers participating in the LBPP are required to submit a PDF or screenshot of their LBPP certifications found on RAMP or include a copy of the submitted application form with their proposal.</u>

The following is for information only. Submission will only be required if the Bidder/Proposer is awarded a contract. A link to the electronic form on RAMP at <a href="https://www.rampla.org">www.rampla.org</a> will be provided after award. This information will not be used as part of the evaluation process. (Exhibit 17)

# Q. Executive Directive 35: Equitable Access to Contracting Opportunities - Exhibit 17

Respondents are advised, pursuant to <a href="Executive Directive 35">Executive Directive 35</a>: Equitable Access to <a href="Contracting Opportunities">Contracting Opportunities</a>, if a bidder is selected and awarded a contract, and if the contractor is a for-profit company or corporation, the contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: contractor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the contractor shall further request that any subcontractor input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by CITY.

# X. Proposal Checklist

As part of the RFP process, all proposers are to review, complete, and submit the following proposal components and compliance documents listed in the checklist. Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

Additional information regarding some compliance documents may be available from the CITY department websites indicated in the exhibit attachments. Exemptions from certain ordinances may also apply. The ZOO reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

The submission MUST include all proposal components and compliance documents <u>arranged in the sequence listed in the Proposal Checklist</u>. All Proposers shall complete and submit the Proposal Checklist found in the next page.

# RFP RAMP ID # 223297 Design, Hosting and Maintenance of the Los Angeles Zoo Website

PROPOSER'S NAME	

This checklist must be completed and submitted with your proposal following the sequence below.

PROPOSAL CHECKLIST				
PROPOSAL DOCUMENTS REQUIRED BY THE CITY OF LOS ANGELES		Included	Submitted on RAMP	
1.	Cover Letter			
2.	Technical Proposal			
	Attended Pre-Proposal Conference (Mandatory for Prime Contractors)			
SUPPORTING DOCUMENTS REQUIRED BY THE CITY OF LOS ANGELES				
THE FOLLOWING MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL				
Exhibit 1A	Contractor Responsibility Ordinance (CRO) Questionnaire			
Exhibit 1B	Pledge of Compliance to Contractor Responsibility Ordinance (CRO)			
Exhibit 2	Certification of Compliance with Child Support Obligations			
Exhibit 3	Americans with Disabilities Act Compliance Certification			
Exhibit 4	City of Los Angeles Contract History			
Exhibit 5	Los Angeles Residency Information			
Exhibit 6A	Ethics Bidder Certification CEC Form 50			
Exhibit 6B	Ethics Bidder Contributions CEC Form 55			
Exhibit 7	Declaration of Non-Collusion (must be notarized)			
Exhibit 8	Business Tax Registration Certificate (BTRC)			
Exhibit 9A	Required Insurance and Minimum Limits			
Exhibit 10	Iran Contracting Act Affidavit (Required if proposal cost is \$1,000,000 or more)			

# RFP RAMP ID # 223297 Design, Hosting and Maintenance of the Los Angeles Zoo Website

SUBMIT THE FOLLOWING ON RAMP <u>www.rampla.org</u> THEN ATTACH PDF WITH THE PROPOSAL			
Exhibit 11	Equal Benefits Ordinance (EBO)/First Source Hiring Ordinance (FSHO) Affidavit		
Exhibit 12	Disclosure Ordinances (DO) Affidavit		
ONLY REQUIRED IF Proposer IS REQUESTING AN EXEMPTION.			
Exhibit 13	Non-Discrimination/Equal Employment Opportunities (EEO) / Affirmative Action (AA)		
Exhibit 14	Living Wage Ordinance (LWO) / Worker Retention Ordinance (WRO)		
Exhibit 15	Fair Chance Initiative for Hiring Ordinance (FCIHO)		
(OPTIONAL) IF Proposer IS PARTICIPATING IN LBPP, submit proof of certification with the proposal.			
Exhibit 16	Local Business Preference Program (LBPP) Participation		

--- END OF DOCUMENT ---