

# Office of the City Clerk

## REQUEST FOR QUALIFICATIONS

Auditor to provide performance and financial review audits of Business Improvement Districts

April, 2016

Office of the City Clerk – Neighborhood and  
Business Improvement District Division  
200 North Spring Street  
City Hall, Room 224  
Los Angeles, CA 90012  
(213) 978-1099





# **REQUEST FOR QUALIFICATIONS**

## **QUICK REFERENCE INFORMATION**

**PROPOSERS CONFERENCE – Pre-registration required 24 hours in advance**

**Thursday, April 21, 2016 at 1:00 P.M.**

Location and Registration information is in Section Eight of this RFQ

## **PROPOSAL REQUIREMENTS -**

Each proposal must include, among other items, the following components as listed in detail in Section Seven of this RFQ

- A. Management Offer
- B. Technical Offer
- C. Cost Offer
- D. Period for Acceptance of Offer
- E. Disposition of Proposals
- F. Non-Collusion Statement
- G. City Contract Requirements
- H. Acceptance of Conditions of Contract
- I. Authorized Negotiators
- J. Past Failure to Complete Work Awarded

## **PROPOSAL DEADLINE**

**Thursday, May 19, 2016 at 4:00 P.M.**

More details in Section Eight of this RFQ

## **QUESTIONS**

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Attachment 2	- Affirmative Action
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Attachment 4	- Contractor Responsibility Ordinance
Attachment 5	- Living Wage & Service Contractor Worker Retention Ordinance
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Attachment 8	- W-9 forms
Attachment 9	- Los Angeles Municipal Lobbying Ordinance
Attachment 10	- Business Tax Registration
Attachment 11	- First Source Hiring Ordinance

## **SECTION TWO**

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### **II. PURPOSE OF THE REQUEST FOR QUALIFICATIONS (RFQ)**

This RFQ is soliciting qualifications from qualified and experienced individuals and firms (“Contractors”) to provide audit, review, and/or consulting services on an "as-needed" basis for Business Improvement Districts administered by the Office of the City Clerk in the City of Los Angeles. The audits are to be conducted in accordance with appropriate professional auditing and/or review standards by the American Institute of Certified Public Accountants (AICPA) and by the Comptroller General of the United States (Government Auditing Standards); therefore, knowledge of the appropriate professional auditing and/or review standards is desirable. Business Improvement Districts are formed pursuant to State Law requirements, Streets and Highways Code section 36500-36600 et seq, and/or City Ordinance(s) and operate under contract with the City pursuant to standard City regulations, statutes and related resolutions and ordinances. Knowledge of Business Improvement District law and related non-profit operation as well as City contracting procedures is highly preferred of all respondents. The ability to produce an accurate and useful report, and to explain and defend the results, is paramount.

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## **III. INTRODUCTION**

The Office of the City Clerk – Neighborhood and Business Improvement District Division, is the administrator of the City’s Business Improvement District Program. The program currently includes 41 active property or business based Business Improvement Districts and one Hotel Tourism Marketing District which are located throughout the City’s boundaries. Each Business Improvement District is formed via Council adoption of a City Ordinance and is managed via an administrative contract with the City of Los Angeles and with a qualified non-profit organization that uses collected assessment revenue to provide services to its specific District under the guidance of a City Clerk approved and City Council adopted Management District Plan.

Each administrative contract includes an auditing component in which the operations of the organization are available for full review by the City in accordance with its contractual obligations. However, the Neighborhood and Business Improvement District Division does not have comprehensive auditing expertise for independent audits of each individual organization with the growing Business Improvement District Program. The City Council has requested that each District be audited at least once every three years. Therefore, the City Clerk will contract for auditing services as resources or funding permit for auditing. The City Clerk is responsible for collecting the assessments from hotels with 50 or more rooms. With the adoption of the Los Angeles Tourism Marketing Business Improvement District (“LATMD”), the City Clerk may be required to audit hotels. The LATMD Business Improvement District can request the City Clerk to audit hotels which it believes are not accurately paying their assessment. Subsequently, audits of hotel assessments may be required in addition to the operational audit of the nonprofit organization managing the individual Business Improvement Districts.

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## **IV. TECHNICAL REQUIREMENTS**

The Contractor and/or any assigned staff must have the qualifications necessary to provide needed audit services, e.g., develop information gathering strategies and tools; analyze and interpret the results of data gathering, ensure data gathered can support all conclusions; and produce well-written reports for any audit, review, agreed-upon procedure, or other related service directed by the Office of the City Clerk. All services performed by the Contractor shall be under the general direction of the Division Manager of the Neighborhood and Business Improvement District Division, or his/her designee.

Successful proposers will be awarded a contract to provide financial and/or performance auditing services and/or technical skills. For each project to be performed under the contract, a task order will be prepared. For each task order, the Contractor will complete the specifics which may encompass the following scopes:

### **A. SCOPE OF WORK:**

In response to Task Orders issued, Contractor shall:

- i. Conduct financial and performance audits, in accordance with generally accepted auditing standards, of the financial records of the established Business Improvement Districts; To determine if the financial operations of the established Business Improvement Districts were properly conducted according to generally accepted accounting procedures and the funds provided from assessments were kept separate and only used for the specific Business Improvement District purposes, with supporting documentation for expenditures (e.g., invoices and receipts) or reconciliation with the contract.
- ii. Review the financial records of the established Business Improvement Districts; To determine if the financial records are open to the inspection of the City and kept on file in a secure location for a minimum of three (3) years subsequent to the expiration of this contract.
- iii. Make a determination as to whether the established Business Improvement Districts have complied with the management district plan and/or annual planning reports, annual reports and contractual obligations; To determine whether direct and indirect costs incurred and claimed for the administration of the Business Improvement District program by the corporation are reasonable, allowable and properly allocated to the program objectives per the relative Management District Plan, Annual Planning Report and/or Annual Report; and to adjust the claim for all costs not supported or properly allocated to the program. The auditor shall explain any questionable expenditure in the management letter.

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- iv. Make a determination as to whether the hotels within the City of Los Angeles which are identified as meeting all of the criteria to pay a monthly assessment for the Los Angeles Tourism Marketing District are the only hotels which meet said criteria; To determine if the monthly assessment paid by hotels was accurately calculated and paid through the self-reporting documentation submitted by each individual hotel and collected by the Office of Finance; and to determine if specific selected hotels identified by the non-profit management organization have accurately paid their assessment amount for the time period deemed as questionable by the organization. The auditor shall explain any questionable findings in the management letter.
- v. Review the non-profit corporation's financial documents and provide written report/recommendations to the Business Improvement District and the City Clerk on areas requiring improvement or correction and/or commendation. The audit shall be of fiscal practices relative to the program administered by the non-profit corporation on behalf of the Business Improvement Districts or hotel assessments related to the Los Angeles Tourism Marketing District Business Improvement District as requested. All instructions, requirement and conditions of the non-profit corporation should comply with the City's administration contract. The funding for each Business Improvement District's yearly program will be included in the resources identified in each Task Order.
- vi. Conduct financial audits of the records of individual lodging businesses, including but not limited to gross sales receipts reported to the Internal Revenue Service, Office of Finance, and documentation and/or payments made to the City's Transient Occupancy Taxes as allowed by law; To determine if the assessment paid by the individual lodging business is reconciled and within compliance of the requirements of the Los Angeles Tourism Marketing Districts Management District Plan and requirements of the Office of Finance or other designated collection entity.

Proposers should provide a detailed, comprehensive listing of their general staff qualifications, including the ability to subcontract with specialists as needed, in a variety of areas, and the hourly rates for such services.

The Contractor may enter into subcontracts with other firms or individuals for portions of resultant agreements/Task Orders. The requirements of this RFQ and of any resultant agreement or task order shall apply to all subcontractors in the same manner as the Contractor. In particular, the City will not pay, even indirectly, the fees and expenses of subcontractors that do not conform to the provisions and documentation requirements of the resultant agreement/Task Order. General and administrative fees for the management of subcontractors will be limited to five percent (5%) of the actual charges billed by the subcontractors. For each task order proposal for which qualifications are provided, Contractors will be asked to indicate which services would be provided directly by the Contractor, and to specifically identify the sub-Contractors, if any, and the

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sub Contractors' Minority Business Enterprise, Women Business Enterprise, or Other Business Enterprise (MBE/WBE/OBE) status.

It is required that the contractor's assigned staff understand and apply appropriate professional standards, including Generally Accepted Government Auditing Standards.

### **B. Report Quality Standards**

#### **i. Report Writing Standards**

While the style of a Contractor's writing may differ, the City expects each Contractor's written communications to be of at least the same quality level as the reports produced by the City.

#### **ii. Findings**

Contractor's reports should address all of the attributes of a well written audit finding. Specifically, the following elements should be addressed for each finding:

- Finding
- Criteria
- Cause
- Effect
- Recommendation
- Benefit

#### **iii. Recommendations**

Recommendations must be practical and attainable within the environment in which the Business Improvement District must legally and realistically operate pursuant to contractual, municipal, and California State and/or Federal regulations. When recommendations involve major additions to or shifting of resources, Contractor must also identify alternative procedures and controls that can be implemented in the interim until such additions to or shifting of resources can be effected. Additionally, Contractor should attempt to identify opportunities to increase resources for implementing recommendations by: (1) increasing revenue through an assessment increase or other available means allowed, (2) reducing or eliminating expenditures, or (3) re-allocating resources through an appropriate reordering of Business Improvement District operating priorities.

#### **iv. Draft Reports**

Draft reports are for the purpose of discussing the issues, findings, and recommendations contained in the report. The draft reports should be fully reviewed, and all spelling and grammatical errors corrected prior to submitting the reports to the City.

#### **v. Final Reports**

The final report (s) should be signed and bound. Whenever possible, the individual Business Improvement District's response to the report should be included in the bound final report.



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### **C. Delivery/Performance Schedule**

The contractor shall complete the services as specified in each individual task order that may be awarded as a result of this solicitation.

# SECTION FIVE

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## V. CONTRACT FOR SERVICES

### A. Term of Contract

The Office of the City Clerk anticipates establishing a list of qualifying contracts for awarding agreement/Task Orders with a three (3) year term with the option of extending the agreement/Task Orders for two (2) additional one (1) year periods if funding allows.

### B. Type of Contract

The contract will be a service contract based on time and material costs. Task Orders will be issued against the contract. The task order will have a value based on time and material costs as warranted by the project and will be subject to the terms and conditions of the contract. Only if a specific task order is agreed to will Contractor(s) receive compensation up to the amount agreed upon in the task order, subject to a “not to exceed” task order amount.

### C. Task Orders

For each project, a task order will be prepared and the Contractors will submit a response. For each unique task order issuance, the Task Order will detail the District to be audited and the time period covered. The task order will also identify the resources to be made available to the Contractor to perform the performance and/order financial review audit.

Contractors will respond to each Task Order within 10 business days with a proposal to complete the scope of work. Each proposal shall contain a cost estimate of the project, the estimate staff and staff hours needed to complete the project and an estimated deadline to provide scope of work deliverables. The lowest responsible proposal will be selected for the audit. City reserves the right to request changes to the contents of proposal submitted by Contractor.

**No work is authorized until the City notifies the selected contractor to proceed, and has fully executed a task order defining the terms of the project.**

The terms of each individual task order will vary depending on the complexity of the services required. Services of the contractor shall commence after execution of a task order by the City Clerk and the Contractor, which shall contain an agreed upon deadline for completion of the services.

City reserves the right to make additions or changes to Task Orders after original issuance based on revelations, findings or opinions made during and/or after the audit initiated by Contractor. Such additions and changes shall be applied by the issuing of a Task Order Amendment if the deadline of the Contractors proposal has not passed and are subject to approval by Contractor and are subject to additional costs at the Contractors hourly rate. A sample of task order format is included with the RFQ as Exhibit B.

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## VI. PROPOSAL EVALUATION PROCESS

### **A. Proposal Evaluation**

The City Clerk's Evaluation Team will conduct an analysis of all submittals and will rank proposals of firms that offer the most favorable terms and experience for the services required. A list of prepared qualified audit firms will be prepared based on the Office of the City Clerk's needs.

### **B. Evaluation Criteria**

The Office of the City Clerk's selection of the contractor(s) will be based upon the following criteria:

<b>CRITERIA</b>	<b>WEIGHT</b>
Qualifications and experience of the firm(s) and its personnel, as well as demonstrated experience in performing the services required herein	35%
Documented ability to perform on a timely basis (resources, evidence of past performance, financial capability, City Contracting Requirements)	25%
Rates (fixed price and/or labor hour/time)	30%
References	10%
<b>TOTAL</b>	<b>100%</b>

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## VII. PROPOSAL REQUIREMENTS

### A. Management Offer

a. The proposal shall include in its Management Offer the following:

- Information about the Firm.
- Firm name, address, and telephone number
- Size and composition of firm

b. Brief summary profile of the firm, including its principal line of business, the year founded, form of organization (corporation, partnership, sole proprietorship, etc.), and name, title, telephone number and email address of firm's representative.

c. A description of the firm's general financial condition. Included must be adequate documentation regarding the financial status of the firm to provide reasonable assurance that the firm will continue in business through the period of the project and can finance the costs of adequate personnel and support facilities.

d. Description of the firm's experience and qualifications in performing the proposed services. The firm should particularly highlight any related experience and qualifications related to Business Improvement Districts and/or hotels within their narrative description of overall firm qualifications.

e. Personnel. A list of the firm's personnel who will be assigned to perform the contract services required. Include resumes of all personnel proposed.

f. Clients. A list of other government clients or private enterprise clients (include contact names, addresses, and phone numbers) for whom the firm has performed similar services. State briefly the specific work performed for each client.

g. For Joint Venture Submissions. State the fee distribution percentage between the firms.

h. Subcontractors. A list of subcontractors (if any) including the company name, address, contact person, telephone number and description of services to be provided by each company. Provide general information on each subcontractor (see Paragraph A above), a list of key personnel and appropriate resumes.

i. Documentation of Past Performance. A description of previous or current services provided to clients (similar to those required in this RFQ), including the general quality of the services provided, and the client satisfaction (i.e., in terms of meeting scheduled deadlines, etc.) during the past ten (10) years.

j. References. Provide at least three (3) names and telephone numbers of clients for whom your firm has performed related services during the past three years.

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### **B. Technical Offer**

The proposal must include, as part of its Technical Offer, a sample of the firm's most recent completed reports of audit, review, and/or consulting services that the firm has prepared (other than reports prepared for the City of Los Angeles).

### **C. Cost Offer**

The proposal for Task Orders shall include in its Cost Offer the following information:

- A list of personnel categories that will be utilized and their corresponding fully burdened hourly rates (i.e., incorporating all direct costs, indirect costs, overhead, and profits).
- Identification of expected reimbursable expenses and other fees, if any. The City reserves the right to accept cost offers based on hourly rates, flat fee for service or a combination thereof.

### **D. Period for Acceptance of Offer**

In compliance with this RFQ, the proposer agrees to perform the services required at the prices and costs offered, within the time specified in the delivery schedule, if the offer (i.e., its Management, Technical and Cost Offers, collectively) is accepted and the proposer is selected for award of contract.

The proposal shall include a statement that affirms that the minimum period for acceptance of the offer will expire no earlier than 90 days after submission of the offer.

### **E. Disposition of Proposals**

All proposals submitted in response to this RFQ shall become the property of the City and may be subject to disclosure under the California Public Records Act ("CPRA") (Cal. Government Code Sec. 6250 et seq.) or the Ralph M. Brown Act (the "Brown Act") (Cal. Government Code Sec. 54950 et seq.).

Proposers must identify all trade secrets or other intellectual property (collectively, "Proprietary Information") in the RFQ response that the proposer claims is exempt from the CPRA. In the event a proposer claims such an exemption, the proposer is required to state in the proposal that:

"The proposer will indemnify the City and hold it harmless from any claim or liability and defend any action brought against the City for its 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 the proposer's right to exemption from disclosure and authority for the City to provide a copy of the proposal or any part thereof to the requester.

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All proposals, whether or not including information that the firm proposing considers exempt from the California Public Records Act, shall include the following signed statement in their proposal:

"I have read and understand Section VII E of the RFQ regarding "Disposition of Proposals" and agree that the City may release any materials and information contained in the proposal submitted by the undersigned's firm in the event that the required hold harmless statement is not included in the proposal."

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Signature of person authorized to bind firm

Proposers claiming exempt Proprietary Information must also provide an unbound copy of their proposal that does not contain any Proprietary Information. The City reserves the right to make an independent determination as to whether any information that is claimed to be exempt from the CPRA or the Brown Act is actually entitled to such exemption.

### **F. Non-Collusion Statement**

With each proposal, a signed statement (see Exhibit A, the "Proposal Signature Declaration Page") shall be submitted by the proposer that: (1) the proposal is genuine, not sham or collusive; (2) the proposal is not made in the interest or on the behalf of any person not named therein; (3) the proposer has not directly or indirectly induced or solicited any person or firm to submit a false or sham proposal or to refrain from proposing; or (4) the proposer has not in any manner sought by collusion to secure an advantage over any other proposer.

### **G. City Contract Requirements**

- Standard Provisions (Attachment 1)
- Insurance Requirements (Attachment 1a)
- Affirmative Action (Attachment 2)
- Compliance with Equal Benefits Ordinance (Attachment 3)
- Compliance with Contractor Responsibility Ordinance (Attachment 4)
- Compliance with Living Wage and Service Contractor Retention Ordinance (Attachment 5)
- Workforce Information (Attachment 6)
- Compliance with Slavery Disclosure Ordinance (Attachment 7)
- W-9 (Attachment 8)
- Bidder Certification of Compliance with Los Angeles Municipal Lobbying Ordinance (Attachment 9 and 9a)
- Business Tax Registration (Attachment 10)
- First Source Hiring Ordinance (Attachment 11)

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### **i. Standard Provisions**

The City's Standard Provisions for City Personal Services Contracts (as revised March 2009) will be incorporated into the contract. The standard provisions are attached (Attachment 1).

### **ii. Insurance Requirements**

The indemnity requirements for agreements resulting from this RFP and the conditions governing acceptability of any insurance which may be required are set forth in detail in the Attachment 1a, Standard Provisions for Personal Services Contracts, sections PSC-20 & PSC-21 for Indemnity and PSC-24 Insurance. These paragraphs are incorporated herein by reference. Attachment 1a details the insurance requirements for this project. Proposers shall refer to the City's Risk Management website (<http://cao.lacity.org/risk/index.htm>) for forms and further information regarding insurance requirements.

### **iii. Affirmative Action**

The Los Angeles Administrative Code (Sections 10.8) establishes an Affirmative Action Program requirement for vendors doing business with the City. The Contractor will be required to submit one of the following with the proposal: the Contractor's own affirmative action plan which meets all of the requirements of the City's affirmative action program or an executed copy of the Los Angeles City Affirmative Action Plan. The Affirmative Action forms attached to the RFQ (Attachment 2), as well as Section PSC-29 of the Standard Provisions, provide additional information regarding this requirement. Any questions should be directed to the City's Office of Contract Compliance (213) 847-1922. Additional information may be available on the City's Office of Contract Compliance website at <http://bca.lacity.org>

### **iv. Compliance with Equal Benefits Ordinance**

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). Proposers shall refer to Attachment 3 for further information regarding the requirements of the Ordinance.

Each proposer shall complete and return, with its proposal, the Equal Benefits Ordinance Compliance form. The Application for Reasonable Measures Determination and the Application for Provisional Compliance have been included but should be submitted only if applicable. Unless otherwise specified in this procurement package, proposers do not need to submit supporting documentation with their bids or proposals. However, supporting documentation verifying that the benefits are provided equally shall be required of the proposer that is selected for award of a contract.

### **v. Compliance with Contractor Responsibility Ordinance**

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of the Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). Proposers shall refer to Attachment 4, "Contractor Responsibility Ordinance", for further information regarding the

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requirements of the Ordinance. Each proposer shall complete and return, with its proposal, the Responsibility Questionnaire included in the Attachment 4. Failure to return the completed Questionnaire may result in the proposer being deemed non-responsive.

### **vi. Compliance with Living Wage and Service Contract Worker Retention Ordinance**

Unless approved for an exemption, contractors under contract primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, shall comply with the provisions of Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Proposers shall refer to Attachment 5 “Living Wage Ordinance and Service Worker Retention Ordinance” for further information regarding the requirements of the Ordinances.

Proposers who believe that they may meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposals the Bidder/Contractor Application for Non-coverage or Exemption (Form OCC/LW-10), or the Non-Profit/One Person Contractor Certification of Exemption (OCC/LW-13). The list of Statutory Exemptions, the Application and the Certification are included in Attachment 5.

### **vii. Workforce Information**

The City Council requires the City to gather information on the headquarters address of firms contracting with the City and certain information on the firms' employees. A copy of the adopted Council motion (Council File 92-0021) is provided as Attachment 6 to this RFQ.

Please provide the following information:

- a. The headquarters address of your firm;
- b. The address of any branch office(s) within the City;
- c. Total workforce;
- d. Percentage of total workforce residing in the City;
- e. Percentage of total workforce employed in the City;
- f. Workforce in each Los Angeles Branch Office(s);
- g. Percentage of workforce in each Los Angeles Branch Office(s) residing in the City; &
- h. Percentage of workforce in each Los Angeles Branch Office(s) employed in the City.

### **viii. Compliance with Slavery Disclosure Ordinance**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFQ will be subject to Section 10.41 of the Los Angeles Administrative Code. Proposers shall refer to Attachment 7 for further information regarding the requirements of the Ordinance.



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### **ix. Internal Revenue Service W9 Form**

The selected firm will be required to complete the Internal Revenue Service Form W-9, which is also attached as Attachment 8. Further information is available at the IRS website at [www.irs.gov](http://www.irs.gov).

### **x. Contract Bidder Certification of Compliance with Lobbying Laws.**

Any bidder for a contract, as those terms are defined in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification (Attachment 9a), on a form prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance (Attachment 9) if the bidder qualifies as a lobbying entity under Section 48.02 of this article. The exemptions contained in Section 48.03 of this article and Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

### **xi. Business Tax Registration Certificate**

The selected firm will be required to demonstrate compliance with the City's business tax laws by acquiring/maintaining one of the following: Business Tax Registration Certificate, Vendor Registration Number or Certificate of Exemption. This Certificate or Registration number must remain in force during the entire period of the contract. Proposers shall refer to Attachment 10, "BTRC", for further information. For forms/questions contact the Office of Finance at (213) 473-5901 or visit its website at <http://finance.lacity.org/>

### **xii. First Source Hiring Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which is in excess of \$25,000 and a contract term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to Attachment 11, "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance. The Anticipated Job Opportunities Form (FSHO-1) and Subcontractor Information Form (FSHO-2) contained in the Attachment 11 shall only be required of the Bidder/Proposer that is selected for award of a contract.

## **H. Acceptance of Conditions of Contract**

a. The proposal shall include positive statements concerning the proposer's willingness to accept the following conditions that will be included in the contract between the City and the proposer's firm.

b. Fifteen percent (15%) of each task order progress payment will be withheld pending acceptance by the City of a completed final report, or other work product as defined by the specific task order.

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c. Final payment including all amounts withheld will be made only on the acceptance of each final report.

d. The Contractor will agree that they will not use or otherwise make public in any manner, either for profit or nonprofit, any of the information, procedures or systems developed pursuant to a contract with the City without the written permission of the Mayor and City Council.

e. The Contractor will agree to submit a monthly report which summarizes the status of each assigned project, hours expended and costs incurred to date, and estimate of the time and cost to complete each project.

f. The Contractor will agree to have their work papers available for review by the City's contract coordinator or his/her designee for a period of up to 3 years past the completion of the contract.

g. The Contractor will be required to show evidence of a valid Business Tax Registration Certificate issued by the City of Los Angeles to remain in force during the period of this contract.

h. The Contractor agrees to fully indemnify the City from patent or copyright infringements resulting from this contract.

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

### **I. Authorized Negotiators**

The proposal shall include in the names of individuals who are authorized to negotiate on its behalf in connection with this RFQ, with the titles, telephone numbers and email addresses of the authorized negotiators.

### **J. Past Failure to Complete Work Awarded**

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

# SECTION EIGHT

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## VIII. PROPOSERS CONFERENCE AND PROPOSAL SUBMISSION

### A. Proposers Conference

A proposer conference will be held on **Thursday, April 21, 2016 at 1:00 P.M.**

The Division Manager of the Neighborhood and Business Improvement District Division and/or designee and other City staff will be available to answer questions and provide background information on the audit requirements. All participants must register by sending a RSVP email to [eugene.vancise@lacity.org](mailto:eugene.vancise@lacity.org) at least 24 hours before the conference, or by 1:00 pm on April 20th. The email must state the full names and working titles of those individuals, and their affiliated organization, who will be in attendance for the proposer's conference.

The Conference location will be at:

Office of the City Clerk  
City of Los Angeles  
200 North Spring Street  
Los Angeles City Hall 2<sup>nd</sup> Floor  
City Clerk Conference Room 223

And the information, such as directions and parking, will be provided upon the registration. Please restrict participation to one representative from each organization.

### B. Submittal Deadline

All proposals shall be marked "Proposal for Business Improvement District Audit, Review and/or Consulting Services" and shall be submitted with one (1) original, signed in ink, and four (4) copies (TOTAL OF FIVE (5) SETS) to the following address:

Office of the City Clerk  
City of Los Angeles  
200 N. Spring Street #224  
Los Angeles, CA 90012  
Attn.: Eugene Van Cise  
Neighborhood and Business Improvement District Division

Proposals must be submitted prior to **Thursday, May 19, 2016, 4:00 P.M.** (Pacific Standard Time), complete with all applicable forms required.

Mailed proposals should allow normal mail delivery time to ensure timely receipt of the proposal. Proposals not received by 4:00 p.m. on Thursday, May 19, 2016 will be returned unopened. In the event this date is changed, the posting on the City's LABAVN.org system will be adjusted. The City reserves the right to determine timeliness of all proposals, extend submission deadlines and to reject all proposals.

### C. Late Proposals

It is the responsibility of each firm to ensure that its Proposal is received by the Office of the City Clerk prior to the time specified in the Request for Offers. Any Proposal

## **SECTION EIGHT**

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received by the Office of the City Clerk after the exact time specified for receipt is late and shall be returned unopened.

### **D. Non-Responsive**

The City may deem a proposal non-responsive if the proposal fails to provide all required documentation and copies.

## **SECTION NINE**

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### **IX. GENERAL CITY RESERVATIONS**

a. The City reserves the right to verify the information submitted in response to this RFQ. If the information in response to this RFQ cannot be verified, the City reserves the right to reduce the rating points awarded.

b. If a proposer knowingly and willingly submits false performance or other data, the City reserves the right to reject the response to this RFQ. If it is determined that a contract was awarded as a result of false statements or other false data submitted in response to this RFQ, the City reserves the right to terminate that contract.

c. Firms approved for contract award 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 firm in the response to this RFQ. The City reserves the right to make contract awards contingent upon the satisfactory completion by the firm of special conditions. The final contract offer of the City may contain additional terms or terms different from those set forth therein.

d. Late responses to this RFQ will not be considered for review and funding. The City in its sole discretion reserves the right to determine the timeliness of all responses to this RFQ submitted.

e. The City reserves the right to waive any informality in the process when to do so is in the best interests of the City.

f. The City reserves the right to withdraw this RFQ at any time without prior notice and the right to reject any and all responses to this RFQ. The City makes no representation that any contract will be awarded to any proposer responding to this RFQ. The City reserves the right to extend the deadline for submission should such action be in the best interests of the City. Firms will have the right to revise their responses to this RFQ in the event the deadline is extended.

g. All pre-contractual costs incurred in the preparation of the response to this RFQ 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 and/or submission of the response to this RFQ. The proposer shall not include any such expenses as part of the cost proposed in response to this RFQ, or any subsequent contract bid. Pre-contractual expenses are defined as expenses incurred by the proposer in: (1) preparing the proposal in response to this RFQ; (2) submitting and delivering the proposal to the Office of the City Clerk; (3) discussing and/or negotiating with the Office of the City Clerk on any matter related to this RFQ; or (4) any other expenses incurred by the proposer prior to the date of award, if any, of a proposed contract.

h. Unnecessarily elaborate or lengthy responses to this RFQ or other presentations beyond those needed to give sufficient and clear responses to all of the RFQ requirements are not desired.

## SECTION NINE

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- i. The response to this RFQ must set forth accurate and complete information as required in this RFQ document. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award.
- j. Responses to this RFQ may be withdrawn personally by written request or by telegram prior to the scheduled closing for the receipt of responses to this RFQ.
- k. Responses to this RFQ shall be reviewed and rated by the City as submitted. No changes or additions may be made by firms after the deadline for receipt of the responses.
- l. Any amendments to this solicitation shall be effected in writing and issued by the Office of the City Clerk. If this solicitation is amended, then all terms and conditions that are not modified remain unchanged. All interested firms shall acknowledge receipt of any amendment to this solicitation by including a statement in its proposal that it has received the amendment and identifying the amendment number, if any.
- m. A firm will not be recommended for a contract award, regardless of the merits of the response to this RFQ submitted, if it has a history of contract noncompliance with the City or other funding source, or poor past or current contract performance with the City or other funding source.
- n. Contracts resulting from this RFQ process will be for a term of thirty-six (36) months. If the contractor performs satisfactorily, then the City reserves the option to extend the contract for two (2) additional twelve (12) month periods or fiscal years as appropriate, subject to the same terms and conditions as the initial thirty-six (36) month contract and further subject to the availability of funds. The initial contract shall be considered binding on the two (2) subsequent twelve (12) month periods.
- o. The City reserves the right to retain all responses submitted to this RFQ and the responses shall become the property of the City. Any department or related entity of the City has the right to use any of the ideas presented in the responses submitted to this RFQ. All responses received by the City will be considered public records subject to disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Proposers must identify any material that is claimed exempt from disclosure under the Public Records Act. In the event such exemption is claimed, the proposer will be required to state in the response to this RFQ that they will defend any action brought against the City for its refusal to disclose such material to any party making a request thereof. Failure to include such a statement shall constitute a waiver of the proposer's right to exemption from disclosure.
- p. At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the contract. As required by Section 10.39.3 of the Los Angeles Administrative Code, evaluations will be based on the number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and

## **SECTION NINE**

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the expertise of personnel that the Contract assigns to the contract. A Contractor/Consultant who receives a “marginal” or “unsatisfactory” rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other service contracts.

q. The Contractor agrees that should work be performed outside the scope of any Task Order without the written approval of the City, such work shall be deemed to be gratuitous effort on the part of the Contractor, and the Contractor shall have no claim therefore against the City.

## SECTION TEN

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### X. QUESTIONS

All questions about this RFQ should be made in writing to:

Eugene Van Cise  
Neighborhood and Business Improvement District Division  
200 North Spring Street, Room 224  
Los Angeles, CA 90012  
213-978-1082  
[eugene.vancise@lacity.org](mailto:eugene.vancise@lacity.org)

Many questions about the Standard Provisions required in Section VII (seven) of this RFQ can be answered in the Frequently Asked Question section on the Bureau of Contract Administrations website at: <http://bca.lacity.org/>



**PROPOSAL SIGNATURE DECLARATION PAGE**

The undersigned hereby offers and agrees to furnish the goods and/or routine services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFQ document and any written exceptions in the proposal accepted by the City.

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

Each proposal must be signed on behalf of the proposer by an officer authorized to bind the proposer to the offer with the following text:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

Company Name:

Address:

City State Zip Code

Signature of Authorized Person(s):

Printed Name(s):

Title(s):

Date:

The proposer hereby acknowledges receipt of and agrees this submittal is based on the RFQ and the following addenda. Failure to indicate receipt of addenda may result in the proposal being rejected as non-responsive.

To constitute a responsive proposal you must return all pages of the proposal forms.

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

(If additional addenda are issued, attach a complete listing when submitting this proposal.)



CITY OF LOS ANGELES  
OFFICE OF THE CITY CLERK  
NEIGHBORHOOD AND BUSINESS IMPROVEMENT DISTRICT DIVISION

**TASK ORDER**

NO. \_\_\_\_\_

I. Title of Project:

II. Background:

III. Objective:

IV. Deliverables:

V. Payment:

All terms and conditions of C-999999 shall remain in full force and in effect

THE CITY OF LOS ANGELES

By: \_\_\_\_\_  
CITY STAFF

Date: \_\_\_\_\_

APPROVED FOR CONTRACT REQUIREMENTS

BY: \_\_\_\_\_  
CONTRACTOR

Date: \_\_\_\_\_