

# **REQUEST FOR PROPOSAL**

## **Consulting Services – City of Los Angeles Deferred Compensation & Pensions Savings Plan**

**CITY OF LOS ANGELES**

**Personnel Department - Employee Benefits Division**

**On behalf of the Board of Deferred Compensation Administration**

**TITLE: CONSULTING SERVICES FOR CITY OF LOS  
ANGELES DEFERRED COMPENSATION & PENSION  
SAVINGS PLANS**

**INITIAL RFP TERM: Three (3) years**

**MANDATORY PRE-PROPOSAL CONFERENCE:**

\_\_\_\_\_

**City Hall  
200 North Spring Street, Room 805  
Los Angeles, CA 90012  
\_\_\_\_\_ a.m. – \_\_\_\_ a.m.**

**PROPOSAL DELIVERY ADDRESS:**

**City Hall  
200 North Spring Street, Room 867  
Los Angeles, CA 90012**

**DEADLINE FOR SUBMITTING PROPOSAL: \_\_\_\_\_ at 4:00 p.m.**

**CONTRACT ADMINISTRATOR:**

**Steven Montagna, Plan Manager  
Phone (213) 978-1621  
Email: [steven.montagna@lacity.org](mailto:steven.montagna@lacity.org)**

**FOR RFP QUESTIONS:**

**Natasha Gameroz  
Assistant Plan Manager  
Phone (213) 978-1617  
Email: [natasha.zuvich@lacity.org](mailto:natasha.zuvich@lacity.org)**

<u>TABLE OF CONTENTS</u>	<u>PAGE NUMBER</u>
<b>Section 1: Introduction/Background</b>	—
A. Definitions	—
B. Services	—
C. Contract Term	—
D. Pre-Proposal Conference	—
E. Questions Regarding the RFP	—
F. Proposal Deadline	—
G. Plan Authorities	—
H. Plan Overviews	—
I. City Support Staff	—
J. Proposal Schedule	—
<b>Section 2: Scope of Services</b>	—
A. Plan Administration Consulting	—
B. Investment Consulting	—
C. Communications Consulting	—
<b>Section 3: Proposal Questionnaire</b>	—
<b>Section 4: Submission Requirements</b>	—
<b>Section 5: Evaluation of Proposals</b>	—
<b>Section 6: General Terms and Conditions</b>	—
<b>Section 7: RFP Response Checklist</b>	—

Attachments:

1. City of Los Angeles General Contracting Requirements

# **SECTION 1**

## **INTRODUCTION/ BACKGROUND**

## **1. DEFINITIONS**

The following terms used in the RFP documents shall be construed as follows:

1. "The Board" shall mean the City of Los Angeles Board of Deferred Compensation Administration.
2. "The City" shall mean the City of Los Angeles.
3. "Communications Consulting" shall mean expert consulting in the development of communications materials, communication strategies, and participant assessments for participants in the City's Deferred Compensation and Pension Savings Plans.
4. "Contract Effective Date" means the date the Contract between the City and the Administrator is signed.
5. "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded, and shall be synonymous with the term "Vendor."
6. "DCP" shall mean the City of Los Angeles Deferred Compensation Plan.
7. "Employee Benefits" shall mean the Employee Benefits Division of the City of Los Angeles Personnel Department.
8. "General Manager" shall mean the General Manager Personnel Department.
9. "Investment Consulting" shall mean expert consulting regarding investment performance monitoring/review, investment manager RFP development and Contract execution, and fund transition services.
10. "Plan Administration Consulting" shall mean expert consulting regarding functions involved in the administration of the DCP and PSP, which may include RFP and Contract development for third-party-administrative & recordkeeping services, Plan audit services, and miscellaneous services related to administration of the Plan.
11. "PSP" shall mean the City of Los Angeles Pension Savings Plan.
12. "RFP" shall mean this Request for Proposal.
13. "Section 457" shall mean Section 457 of the Internal Revenue Code.
14. "Section 3121" shall mean Section 3121 of the Internal Revenue Code.

## B. SERVICES

The City of Los Angeles is seeking expert consulting services from one or multiple providers for the City of Los Angeles Internal Revenue Code (IRC) Section 457 Deferred Compensation Plan and IRC Section 3121 Pension Savings Plan. The effective date for any Contract awarded pursuant to this RFP is expected to be no later than January 2012. The required services will be as-needed and include the following three primary consulting categories:

### Plan Administration Consulting

- Plan design – 457, 3121, 401(a)
- RFP development/review, and Contract development, for third party administrative services & auditing Contracts
- Regulatory/technical guidance

### Investment Consulting

- Investment option performance review/monitoring
- RFP development/review, and Contract development, for Plan investment managers
- Fund transition services

### Communications Consulting

- Marketing and education materials
- Marketing and education strategies
- Communication workplan development/oversight

Proposal Options – A vendor may submit a proposal or proposals to provide Plan Administration Consulting **and/or** Investment Consulting **and/or** Communications Consulting. Proposals for each consulting category will be evaluated separately. **The City reserves the right to Contract with multiple vendors pursuant to this RFP.** Fee proposals for each consulting category must be made for each unique category.

## C. CONTRACT TERM

The term of any Contracts(s) established pursuant to this RFP shall be for a maximum period of three years from the Contract effective date as provided for by the final Contract.

## D. PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held to receive questions from prospective Proposers regarding this RFP. The conference has been scheduled for \_\_\_\_\_, \_\_\_\_\_ a.m., at **200 N. Spring Street, Room 805, Los Angeles CA 90012 (conference room)**. The purpose of the conference is to clarify the contents of this RFP. At this conference, City staff will review the RFP document and respond to questions regarding the requirements of the RFP. City staff will not provide assistance regarding a proposer's individual project design. **BRING YOUR OWN COPY OF THE RFP. NO COPIES WILL BE PROVIDED AT THE CONFERENCE.**

To the extent possible, proposers should provide questions in writing prior to the conference. The deadline to provide questions is \_\_\_\_\_. This will enable the City to prepare responses in advance. Specific questions concerning the RFP should be submitted in writing to Natasha Gameroz at [natasha.zuvich@lacity.org](mailto:natasha.zuvich@lacity.org). Please identify the RFP title on the subject line of your message. Additional questions may be accepted at the conference. However, responses may be deferred and posted online as addenda to the RFP

at a later date. To ensure the fair and consistent distribution of information, all questions will be answered by and distributed at the Mandatory Pre-proposal conference and available online.

The conference may help satisfy applicable provisions of the City's Minority/Women Business Outreach requirements (see Attachment 1, "General Contracting Requirements," for further details regarding Minority/Women Business Outreach).<sup>1</sup>

#### **E. QUESTIONS REGARDING THE RFP**

Questions regarding the RFP should be sent (via U.S. mail, fax, or electronically - all are acceptable) to the Point of Contact for this RFP and may be sent at any time prior to the RFP due date. The City will make every effort to respond to all written questions as soon as practical. Written questions should identify the RFP section and page number for each question submitted. Responses to questions, or any other changes to or interpretation of the RFP, will be posted on the Plan's website at [http://www.lacity.org/per/DeferredComp/Deferred\\_Comp\\_RFP.htm](http://www.lacity.org/per/DeferredComp/Deferred_Comp_RFP.htm). Any such changes or interpretations shall become a part of said RFP and may be incorporated into any Contract awarded pursuant thereto.

To ensure the fair and consistent distribution of information, all questions will be answered strictly on the website. No individual responses will be provided. The website will be updated on a regular basis to ensure prompt communication of information regarding the RFP.

#### **F. PROPOSAL DEADLINE**

Proposals must be received by the RFP Point of Contact no later than **4:00 p.m. Pacific Standard Time** on \_\_\_\_\_. Late responses will not be considered. The City reserves the right to extend the submission deadline should this be in the interest of the City.

#### **G. PLAN AUTHORITIES**

1. Board of Deferred Compensation Administration  
The Board of Deferred Compensation Administration ("the Board") administers the City of Los Angeles Deferred Compensation Plan. The nine-member Board includes three elected employee representatives from the Los Angeles City Employees' Retirement System ("LACERS"), Fire and Police Pension System ("Pensions"), and Department of Water and Power Retirement Plan ("DWP Retirement"); the LACERS General Manager; the Pensions

---

<sup>1</sup> **Americans With Disabilities Act** - As covered under Title II of the Americans With Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodations to ensure equal access to its Proposals, programs, services, and activities. If an individual with a disability requires accommodations to attend a Pre-Proposal Conference, site examination, or Proposal opening, please contact the Contract Administrator at least five working days prior to the scheduled event.

General Manager; the DWP Retirement Plan Manager; a Certified Union Representative; a retired participant representative; and the General Manager Personnel Department. The Board has administrative responsibility, including Contract authority, for the Deferred Compensation Plan.

2. General Manager Personnel Department

The General Manager Personnel Department oversees personnel and human resource functions for the City of Los Angeles. The General Manager administers and contracts for the City of Los Angeles Pension Savings Plan, for which the Board of Deferred Compensation Administration may provide advice with respect to the operation of the Plan.

## H. PLAN OVERVIEWS

1. Deferred Compensation Plan

The City of Los Angeles Deferred Compensation Plan is a non-qualified tax-deferred savings program established in 1983 under IRC Section 457 and City of Los Angeles Administrative Code, Division 4, Chapter 14, Sec. 4.1400-4.1410.

The City currently contracts with a single firm, Great-West Retirement Services ("Great-West") to provide all recordkeeping, enrollment and communications services for the Plan. The Board independently selects the investment options for the Plan, all of which are administered by Great-West. These options are held as mutual funds, variable annuities, separate accounts and commingled trusts.

As of 04/30/11, the City's Plan had \$3,346,223,665 in assets and 40,300 participants. More detailed information regarding the Plan is included in the Plan's 2010 Annual Report, available at the Plan website at:

[http://www.lacity.org/per/DeferredComp/Deferred\\_Comp\\_Main%20Page.htm](http://www.lacity.org/per/DeferredComp/Deferred_Comp_Main%20Page.htm).

2. Pension Savings Plan

The City provides its Pension Savings Plan for part-time, temporary and seasonal employees. The Pension Savings Plan is a non-qualified deferred compensation plan established under IRC Section 3121 and 457, and is intended to comply with the Omnibus Budget Reconciliation Act (OBRA) of 1990. The Plan was established in December 1993 to provide a retirement-savings alternative to Social Security for certain City employees not eligible to participate in one of the City's three primary retirement/pension programs. Participation in this Plan is mandatory for those

employees eligible to participate. Each employee contributes 4.5% of gross salary and the City makes a matching contribution of 3.0%.

The City Contracts with a single firm, Great-West Retirement Services (“Great-West”) to provide all recordkeeping and communications services for the Plan. Great-West further provides the Plan’s single investment product, a stable value fund separate account.

As of 04/30/11, the Plan had \$59,430,628 million in assets and 34,834 participants. More detailed information regarding the Plan is included in the Plan’s 2010 Annual Report available on the Plan website at [http://www.lacity.org/per/DeferredComp/Deferred\\_Comp\\_Main%20Page.htm](http://www.lacity.org/per/DeferredComp/Deferred_Comp_Main%20Page.htm).

**I. CITY ADMINISTRATIVE STAFF**

1. Personnel Department Staff

The Personnel Department's Employee Benefits Division provides primary staff support for both the Deferred Compensation and Pension Savings Plans. Employee Benefits staff perform the following functions:

- Develop policy and plan design recommendations
- Function as liaison to the Board's consultant
- Administer all plan-related Contracts; and
- Facilitate all aspects of employee participation in the plans

2. City Attorney Staff

The Office of the City Attorney provides legal support for both programs in Contract/RFP review and ensuring compliance with Federal law on administrative functions such as beneficiary claims, Qualified Domestic Relations Order (QDRO) preparation, etc.

**J. PROPOSAL SCHEDULE**

<u>Event</u>	<u>Date</u>
Request for Proposals Released	_____
Pre-Proposal Conference	_____
Proposal Due Date	_____



# **SECTION 2**

## **SCOPE OF SERVICES**

## SERVICES

### A. PLAN ADMINISTRATION CONSULTING

**1. RFP Development and Review of Responses** - The selected vendor will assist the Board and staff in developing Requests for Proposal for various functions involved in the administration of the two Plans, which may include some or all of the following:

- Third-party-administrative & recordkeeping services
- Plan audit services
- Miscellaneous services or services not presently offered

The selected vendor will be required to assist in evaluating responses to those proposals and generating recommendations to the City for action. The selected vendor must be capable of drafting RFP questionnaires, evaluation criteria, scoring methodologies, response summaries, recommendations for action, and other information as necessary to assist the City in evaluating the capabilities and soundness of firms submitting proposals.

**2. Contract Development & Review** - The selected vendor will be required to provide assistance to the City in development/review of proposed Contracts for the various Plan-related services identified above which are periodically placed out to competitive bid. In addition, the selected vendor must be capable of drafting, reviewing and providing advice regarding amendments or extensions to existing Contracts.

**3. Plan Design** – The selected vendor will be asked to provide input and advice with respect to plan design issues affecting both programs. This may include issues regarding:

- The organization of services under the Plan;
- The structure of the investment option menu;
- The expansion of the Plan to include new services or product offerings.

**4. Technical/Retirement Services** – The selected vendor will be asked to, on an as-needed basis, evaluate and provide commentary with respect to a variety of tax, technical and retirement plan issues for use in day-to-day administration of the program and/or in the research of related matters. The selected vendor must be capable of providing expert review, analysis and document-drafting with respect to the following:

- Proposed or actual Federal legislation and regulations affecting 457 plans;
- Potential modifications to the City's Plan Document or other authoritative documents governing the Plan;

- Questions which may arise from time to time in the administration of the Plan concerning the interpretation of Federal rules and policies and their applicability to the City's Plan; and
- A broad range of questions related to retirement or tax-deferred saving concepts or issues directly or indirectly related to Section 457 or defined contribution plan administration.

## **B. INVESTMENT CONSULTING**

**1. Investment Option Performance Monitoring/Review** - The selected vendor will be asked to provide the following investment option monitoring/review services:

- Evaluate the performance results for each investment fund option on no less than a quarterly basis;
- Advise the City as to the continuing appropriateness of each Deferred Compensation Plan investment manager and each investment fund option;
- Recommend modifications to the City regarding the overall investment program including the Plan's investment policy, fund selection/deletion, and performance objectives and standards for each investment fund option;
- Assist the Board in studying and resolving a variety of investment-related issues that may arise in the administration of the Plan;
- Keep the City informed on current investment and regulatory issues;
- Advise the City of significant organizational changes at the investment managers' firms including changes in key personnel (e.g. fund managers).

**2. RFP Development and Review of Responses** - The selected vendor will assist the Board and staff in developing Requests for Proposal for investment management services. Investment management services includes professional management of mutual funds, separate accounts, variable annuities, commingled funds, bank/money market funds, certificates of deposit, and other such holding vehicles for all investment options made available within the Plan's core investment menu.

The selected vendor will be required to assist in evaluating responses to those proposals and generating recommendations to the City for action. The selected vendor must be capable of drafting RFP questionnaires, evaluation criteria, scoring methodologies, response summaries, recommendations for action, and other information as necessary to assist the City in evaluating the capabilities and soundness of firms submitting proposals.

**3. Contract Development & Review** - The selected vendor will be required to provide assistance to the City in development/review of proposed Contracts for investment management services which are periodically placed out to competitive bid. In addition, the selected vendor must be capable of drafting,

reviewing and providing advice regarding amendments or extensions to existing Contracts.

4. **Fund Transition Services** – The selected vendor may be asked to assist in the transition of administrative or investment management services/assets from one provider to another. The selected vendor may further be asked to provide professional transition management services for separate accounts, commingled trusts, group insurance Contracts, mutual funds and other investment vehicles.

## **C. COMMUNICATIONS CONSULTING**

1. **Communications Materials Development/Review** – The selected vendor will be expected to provide assistance in the design/review of communications materials regarding various aspects of explaining or promoting the Plan or educating participants regarding various aspects of the Plan. Communications materials include Plan print materials such as account statements, program or benefit descriptions, and forms; Plan virtual materials on our Plan websites; Plan audio/verbal communications such as group meeting presentations or the automated telephone line; and audio/visual productions such as video productions for use on the Plan website.
2. **Communications Strategies** – The selected vendor will be asked to provide assistance in the development of communications/marketing strategies for the Plan. Marketing strategies may be geared towards encouraging participation in the Plan as well as educating participants regarding various aspects of the Plan.
3. **Communications Work-Plans** – The selected vendor will be asked to develop and oversee communication work plans for the purpose of executing communication objectives. Work plans must be comprehensive and the vendor will have primary responsibility for coordinating their implementation by working with the various staff and service providers associated with the Plan.

# **SECTION 3**

# **PROPOSAL QUESTIONNAIRE**

## PROPOSAL QUESTIONNAIRE

Your company's response to the proposal questionnaire must be submitted both in printed form and provided electronically via CD in a Microsoft Word (compatible with version 2003) file.

Questions	Responses
<b>A. ORGANIZATION QUALIFICATIONS</b>	
<b>1. General</b>	
<p><b>1.</b> Provide a cover letter limited to no more than two pages. The cover letter must include the following:</p> <ul style="list-style-type: none"> <li>➤ Title "Deferred Compensation Plan (either "Plan Administration," "Investment" and/or "Communications") Consulting Services RFP" and submission date</li> <li>➤ Contact name of person authorized to represent Proposer</li> <li>➤ Contact Name Title:</li> <li>➤ Mailing Address:</li> <li>➤ Location of Business (if different from mailing address):</li> <li>➤ Type of legal entity (corporation, limited liability company, joint venture, partnership, etc.)</li> <li>➤ A short description of your organization, the businesses in which it engages and the services it provides.</li> <li>➤ Telephone Number:</li> <li>➤ Fax Number:</li> <li>➤ E-mail Address:</li> <li>➤ The following statement:  <i>"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 RFP document and any written exceptions in the offer 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; our firm has not directly or indirectly induced or solicited any other Contractor to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a Proposal; and our firm has not in any manner sought by collusion to secure for itself an advantage over any other Contractor. This Proposal is signed on behalf of our firm by an officer authorized to bind our firm to the Proposal. 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."</i> </li> </ul>	
<p><b>2.</b> Enter your City Business License Number or Vendor Registration Number if available. A license or registration number is not required for your proposal but would be required prior to execution of a Contract. To obtain a Business Tax Registration Certificate (BTRC) or Vendor Registration Number call the Office of Finance at (213) 473-5901 and pay the respective business taxes. The address is as follows: City of Los Angeles, City Hall, Room 101, Office of Finance, 201 North Main Street, Los Angeles, CA 90012 – <a href="http://www.lacity.org/finance/">http://www.lacity.org/finance/</a>)</p>	
<p><b>3.</b> Enter your company's State of California Board of Equalization permit number. If you do not have this permit, please make a statement to this effect.</p>	
<p><b>4.</b> Provide a statement indicating that your firm will comply with the City of Los Angeles General Contracting Provisions attached to this RFP, including the Standard Provisions Rev. 10/03. Please note that your statement does not relieve you from providing all of the documents required pursuant to the "Proposal Response Checklist."</p>	

5.	<p>The City has determined that the following insurance coverage types will apply to this Contract:</p> <p><u>Investment Consulting:</u></p> <ul style="list-style-type: none"> <li>➤ Workers Compensation (\$1,000,000)</li> <li>➤ General Liability (\$1,000,000)</li> <li>➤ Professional Liability (\$1,000,000)</li> </ul> <p><u>Plan Administration Consulting:</u></p> <ul style="list-style-type: none"> <li>➤ Workers Compensation (_____)</li> <li>➤ General Liability (_____)</li> <li>➤ Professional Liability (_____)</li> </ul> <p><u>Communications Consulting:</u></p> <ul style="list-style-type: none"> <li>➤ Workers Compensation (_____)</li> <li>➤ General Liability (_____)</li> <li>➤ Professional Liability (_____)</li> </ul> <p>Please verify that you will be able to meet the required coverages and that you will submit proof of such on the required City endorsement forms as a condition of execution of any final Contract (see Attachment 1, "Standard Provisions - Insurance Requirements," for further details).</p>																					
6.	<p>Lobbyist Disclosure – Disclose any (1) arrangements your company has with any lobbyists and/or agents representing your company, and (2) any arrangements your company has with an unrelated individual or entity with respect to the sharing of any compensation, fees, or profit received from or in relation to the proposing company being awarded a Contract with the City. If any such arrangements exist, describe the nature of the relationship and the manner in which compensation or fees would be shared.</p>																					
7.	<p>Endorsement Disclosure – Disclose any financial relationship your company has with any union, organization or association in conjunction with an endorsement. Provide details regarding the relationship, including any benefit that will be recognized by the union, organization or association in the event your company is awarded a Contract with the City.</p>																					
8.	<p>Provide as references three clients with whom you have worked in the past three years providing services you consider most similar to those requested by the City in this RFP. Provide a contact name, e-mail address, mailing address, and phone number so that the City may contact these references. Include, if applicable, the approximate number of participants, total plan assets, and a brief description of services provided.</p>																					
<b>2. Organizational Strength &amp; Continuity</b>																						
9.	<p>Provide a summary of your organization's strategic plan, including the following:</p> <ul style="list-style-type: none"> <li>➤ level of commitment management has to building market presence</li> <li>➤ plan for controlling/managing growth of your business</li> </ul>																					
10.	<p>Provide expenditures for any applicable consulting services which you are proposing in relation to your organization's total expenditures company-wide:</p> <table border="1" data-bbox="418 1535 1214 1598" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>Plan Admin</u></th> <th style="text-align: center;"><u>Investments</u></th> <th style="text-align: center;"><u>Communications</u></th> </tr> <tr> <th></th> <th style="text-align: center;"><u>Total \$\$ / % of Total</u></th> <th style="text-align: center;"><u>Total \$\$ / % of Total</u></th> <th style="text-align: center;"><u>Total \$\$ / % of Total</u></th> </tr> </thead> <tbody> <tr> <td>2008</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2009</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2010</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		<u>Plan Admin</u>	<u>Investments</u>	<u>Communications</u>		<u>Total \$\$ / % of Total</u>	<u>Total \$\$ / % of Total</u>	<u>Total \$\$ / % of Total</u>	2008				2009				2010				
	<u>Plan Admin</u>	<u>Investments</u>	<u>Communications</u>																			
	<u>Total \$\$ / % of Total</u>	<u>Total \$\$ / % of Total</u>	<u>Total \$\$ / % of Total</u>																			
2008																						
2009																						
2010																						
11.	<p>Is your company a subsidiary or affiliate of another company? If yes, describe the nature of the business of the parent firm. Provide full disclosure of all direct or indirect ownership.</p>																					
12.	<p>Describe any pending agreements to merge or sell your company or any portion thereof.</p>																					
13.	<p>Describe any pending or anticipated plans to reorganize your company within itself or as part of the larger organization of which your company is a part.</p>																					

14.	Has your company undergone any change in senior management in the last five years? What is the average tenure (in years) of senior management? Describe the change in detail.	
15.	For the work unit(s) that you would propose servicing the City's Plan, what was the total staff turnover for 2008, 2009, & 2010? <ul style="list-style-type: none"> <li>• Number of full-time employees</li> <li>• Percent</li> </ul>	
16.	<p>If any portion of the Contract is to be subcontracted, it must be clearly set forth as to the part(s) to be subcontracted, the reasons for the subcontracting and a listing of subcontractors. For each subcontractor proposed, provide the following information:</p> <ul style="list-style-type: none"> <li>➤ The specific service being subcontracted</li> <li>➤ Name of Subcontractor</li> <li>➤ Subcontractor's Contact Name</li> <li>➤ Contact Title</li> <li>➤ Contact Phone Number</li> <li>➤ Mailing Address</li> <li>➤ Location of Business (if different from mailing address)</li> <li>➤ Telephone Number</li> <li>➤ Description of Work to be Subcontracted</li> <li>➤ Reason Subcontracting</li> <li>➤ Percent of Total Contract to be Subcontracted &amp; Dollar Amount</li> <li>➤ Relevant work experience in years and level of responsibility</li> <li>➤ Experience in number of years that your firm has worked with the Subcontractor providing these services</li> <li>➤ Subcontractor a minority or women owned firm?</li> <li>➤ If subcontractors will not be utilized, so indicate here.</li> </ul> <p>PLEASE NOTE: INITIAL GOALS FOR MINORITY/WOMEN OWNED FIRMS PURSUANT TO ATTACHMENT 8 OF THE CITY STANDARD PROVISIONS, ARE AS FOLLOWS:</p> <p><u>Investment Consulting:</u></p> <ul style="list-style-type: none"> <li>➤ Women Owned ___%</li> <li>➤ Minority Owned ___%</li> </ul> <p><u>Plan Administration Consulting:</u></p> <ul style="list-style-type: none"> <li>➤ Women Owned ___%</li> <li>➤ Minority Owned ___%</li> </ul> <p><u>Communications Consulting:</u></p> <ul style="list-style-type: none"> <li>➤ Women Owned ___%</li> <li>➤ Minority Owned ___%</li> </ul>	

### 3. Regulatory or Contractual Actions

17.	Has your company been the subject of any complaint filed with any state or federal regulatory agency or office in the past five years? Has your company ever had a license to do business, an agent/broker license or any other insurance license revoked or suspended? Has your company ever been reprimanded or otherwise cited by a licensing agency? If any of these apply, please describe fully.	
18.	Disclose the extent to which your business has been sued, or had other legal action initiated by clients, within the last five years.	
19.	Identify and describe any past, pending or threatened judicial or administrative litigation (including lawsuits or protests) in which you have litigated against a client or prospective client, within the past five years, related to the type of services you are proposing. Indicate the reasons for the lawsuit/protest and the outcome. Provide contact information for the entity sued or challenged.	
20.	Describe any incident within the past five years in which your business has had a Contract terminated for default. Termination for default is defined as	



	notice to stop performance due to your organization's non-performance or poor performance and the issue was either not litigated, or litigated and such litigation determined your organization to be in default. Submit full details of all termination for default experienced by your firm during the past five years including the other party's name, address, telephone number and your firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject your firm's proposal if the facts discovered indicate that completion of a Contract resulting from this RFP may be jeopardized by selection of your firm. If your firm has experienced no termination for default in the past five years, so indicate.	
21.	Has your company or its subsidiaries ever filed or been petitioned into bankruptcy or insolvency or has your company ever made any assignment for the benefit of your creditors? If so, provide complete details.	
22.	Describe what procedures and policies you have in place to protect against, and provide disclosure of, any potential or perceived conflict of interest involving relationships your firm may have with service providers for which you may also be asked to conduct performance reviews or otherwise evaluate for the City's Plan. To what extent and under what circumstances do the individuals who would be directly servicing the City's account personally meet with service providers that could be actual or potential City clients?	
<b>4. Relevant Experience (Investment &amp; Plan Administration Consulting Only)</b>		
23.	Identify the <b>number of defined contribution plans</b> to which you presently provide consulting services (break out by Plan Administration and Investment Consulting if submitting multiple proposals) with the following <b>number of participants</b> : <ul style="list-style-type: none"> <li>➤ Up to 500</li> <li>➤ 500 to 10,000</li> <li>➤ More than 10,000</li> </ul> <b>Total:</b> _____	
24.	Identify the <b>number of governmental IRC Section 457 plans</b> to which you presently provide consulting services (break out by Plan Administration, Investment, and Communications Consulting if submitting multiple proposals) with the following <b>number of participants</b> : <ul style="list-style-type: none"> <li>➤ Up to 500</li> <li>➤ 500 to 10,000</li> <li>➤ More than 10,000</li> </ul> <b>Total:</b> _____	
25.	Identify the <b>number of defined contribution plans</b> to which you presently provide consulting services (break out by Plan Administration, Investment, and Communications Consulting if submitting multiple proposals) with the following <b>amount of assets</b> : <ul style="list-style-type: none"> <li>➤ Up to \$100 million</li> <li>➤ \$100 to \$1 billion</li> <li>➤ More than \$1 billion</li> </ul> <b>Total:</b> _____	
26.	Identify the <b>number of governmental IRC Section 457 plans</b> to which you presently provide consulting services (break out by Plan Administration, Investment, and Communications Consulting if submitting multiple proposals) with the following <b>amount of assets</b> : <ul style="list-style-type: none"> <li>➤ Up to \$100 million</li> <li>➤ \$100 to \$1 billion</li> <li>➤ More than \$1 billion</li> </ul> <b>Total:</b> _____	

27.	Out of all clients identified above, for the top three in terms of total annual compensation, please provide (a) the <b>total compensation or annual contract amount</b> per client in 2010, and (b) a brief description of not more than <b>two of the most significant projects</b> produced for each client in 2010.	
28.	Regarding the experience statistics provided above, describe what you consider to be your core (i.e. your primary client base) consulting services market. As a potential client, describe how the City's DCP does or does not fit with your core market segment.	
<b>4. Relevant Experience (Communications Consulting Only)</b>		
29.	Provide a table including (a) the <b>number of communications consulting clients</b> the individual(s) assigned to this contract are presently working with, (b) for the top three in terms of annual compensation, the <b>total compensation or contract amount</b> per client in 2010, and (c) a brief description of not more than <b>two of the most significant projects</b> produced for the three clients indicated in (b).	
30.	Regarding the experience statistics provided above, describe what you consider to be your core (i.e. your primary client base) communications consulting market. As a potential client, describe how the City's program does or does not fit with your core market segment.	
<b>B. Consulting Services</b>		
<b>1. Plan Administration Consulting (responses to questions 31 through 46 are not required if you are not proposing to offer Plan Administration Consulting services)</b>		
31.	Who will provide Plan Administration consulting services to the City? For each individual providing these services, please indicate: <ul style="list-style-type: none"> <li>• Work experience/qualifications.</li> <li>• Tenure with firm</li> <li>• If there is more than one individual, indicate who will be the lead consultant and describe their roles and areas of expertise</li> <li>• Where the individual(s) is/are located</li> <li>• Fully describe the caseload for the lead consultant by listing other clients handled by that individual</li> </ul>	
32.	Indicate how you will maintain your responsiveness to the City's account in the face of competing client demands. Describe what the City should expect of your lead consultant with respect to: (a) time spent in the office and availability to respond to inquiries; (b) ability to schedule and attend meetings, both telephonically and in person; and (c) systems or protocols you use to maintain good client communication and project oversight.	
33.	Provide two examples of innovative approaches you have initiated or otherwise assisted in developing with respect to plan design concepts. These examples may relate to the organization of administrative services, the structure of investment option menus, the expansion/enhancement of related program types or services, etc. Explain the benefits of the changes, who initiated the change, the process by which you worked with your client plan sponsor, how you identified and resolved obstacles to implementation, and how you assessed the success of each initiative.	
34.	Describe the resources you can make available to the Plan for the purpose of expert technical legislative review of defined contribution law. Describe in detail your firm's experience and background with respect to Internal Revenue Code Section 457 and its regulations specifically.	

35.	Do you have attorneys on staff who could be used as resources by the City? Are any of these attorneys licensed to practice law in the State of California? What qualifications or limitations would you place on the information provided by your legal advisors with respect to that information?	
36.	Explain how you would be proactive in notifying the City of potential regulatory issues or changes that must be made to the City's governing documents in order to adapt to changing requirements. Describe what you would propose in terms of process in order to regularly review such regulatory issues relative specifically to the City's governing documents and to notify the City of necessary actions.	
37.	Describe any experience your firm has in either pre-testing for an Internal Revenue Service (IRS) audit or in assisting plan sponsors in navigating an actual IRS audit. Describe any proactive efforts your firm has made to assist a client in identifying potential audit risks. If you have assisted a plan sponsor in an audit, provide details regarding the plan sponsor, time of audit, and nature of assistance you provided.	
38.	Outside of its administration of the Deferred Compensation/Pension Savings Plans, the City may periodically have questions related to retirement, tax-deferred saving, or investment issues not necessarily or directly related to Section 457 plan administration. Describe in detail the resources your firm has to offer with regard to the broad spectrum of retirement/tax-deferred saving/investment issues.	
39.	<p>Discuss your experience in the design of <b>Requests for Proposal for defined contribution plan administration</b> (including recordkeeping, communication and enrollment services). Describe your typical development process for this type of RFP, to include the gathering of plan data, establishing timelines, typical number of questions posed, etc. In 2008, 2009 &amp; 2010, how many such RFPs have the staff who will be assigned to the City's account helped develop? For each, please indicate:</p> <ul style="list-style-type: none"> <li>• Plan</li> <li>• Plan type (e.g. Section 457, 401(k), etc.)</li> <li>• Approximate number of participants and assets.</li> </ul> <p>Describe the resources utilized in generating and reviewing RFP questions and summarizing results for clients. Describe a typical reporting/scoring/analysis for this type of RFP and include a sample deliverable for same (no more than 5 sample pages – not required to be exhaustive).</p>	
40.	<p>Discuss any experience you might have in the design of <b>Requests for Proposal for bundled Section 3121 retirement plans</b> for part-time, temporary and seasonal employees. Describe your typical development process for this type of RFP, to include the gathering of plan data, establishing timelines, typical number of questions posed, etc. In 2008, 2009 &amp; 2010, how many such RFPs have the staff who will be assigned to the City's account helped develop? For each, please indicate:</p> <ul style="list-style-type: none"> <li>• Plan</li> <li>• Plan type (e.g. Section 457, 401(k), etc.)</li> <li>• Approximate number of participants and assets.</li> </ul> <p>Describe the resources utilized in generating and reviewing RFP questions and summarizing results for clients. Describe a typical reporting/scoring/analysis for this type of RFP and include a sample deliverable for same (no more than 5 sample pages – not required to be</p>	

	exhaustive).															
41.	<p>Describe your experience with development of <b>contracts for Section 457 plan administrative services</b> (recordkeeping, communication, enrollment). Indicate the degree to which you would be willing to draft contract language; negotiate directly with the vendor as your client's facilitator or agent; a description of your specific expertise and experience in contracts of this type; and an estimate of the number of such contracts the personnel to be assigned to the City's account have drafted/reviewed/assembled in the last three years. For each, please indicate:</p> <ul style="list-style-type: none"> <li>• Plan</li> <li>• Plan type (e.g. Section 457, 401(k), etc.)</li> <li>• Approximate number of participants and assets.</li> </ul>															
42.	<p>Describe your experience with development of <b>contracts for Section 3121 bundled administrative/investment management</b>. Indicate the degree to which you would be willing to negotiate directly with the vendor as your client's facilitator or agent; a description of your specific expertise and experience in Contracts of this type; and an estimate of the number of such Contracts the personnel to be assigned to the City's account have drafted/reviewed/assembled in the last three years. For each, please indicate:</p> <ul style="list-style-type: none"> <li>• Plan</li> <li>• Plan type (e.g. Section 457, 401(k), etc.)</li> <li>• Approximate number of participants and assets.</li> </ul>															
43.	<p><b>Fees – Hourly Rate Model</b></p> <p>Indicate by name your <b>billable hourly rates</b> for all staff to be assigned to the City's account for this group of consulting services. Mark n/a for any categories which are not applicable. Add additional categories you may use which are not included in this table.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Title</th> <th style="text-align: left;">Hourly Rate</th> </tr> </thead> <tbody> <tr> <td>Principal Consultant</td> <td>_____</td> </tr> <tr> <td>Managing Consultant</td> <td>_____</td> </tr> <tr> <td>Consultant</td> <td>_____</td> </tr> <tr> <td>Associate/Analyst</td> <td>_____</td> </tr> <tr> <td>Clerical</td> <td>_____</td> </tr> <tr> <td>Other</td> <td>_____</td> </tr> </tbody> </table> <p>Indicate if any volume or other discounts would apply to your hourly rates. Indicate if you inflate or adjust your rates year-over-year and on what basis.</p> <p>(Note: 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. Additionally, the City of Los Angeles is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal excise exemption certificates will be furnished by the Department of General Services upon request.)</p>	Title	Hourly Rate	Principal Consultant	_____	Managing Consultant	_____	Consultant	_____	Associate/Analyst	_____	Clerical	_____	Other	_____	
Title	Hourly Rate															
Principal Consultant	_____															
Managing Consultant	_____															
Consultant	_____															
Associate/Analyst	_____															
Clerical	_____															
Other	_____															
44.	<p><b>Fees – Retainer Model</b></p> <p>Indicate whether or not you would propose a retainer fee for the City's account,</p>															

	<p>how that retainer would function, the amount of the retainer, what would be included and non included under the retainer, if a volume or other discount applies to the retainer, and if the retainer is inflated or adjusted year-over-year (for a multi-year contract) and on what basis.</p> <p>(Note: 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. Additionally, the City of Los Angeles is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal excise exemption certificates will be furnished by the Department of General Services upon request.)</p>	
<b>45.</b>	<p><b>Fees – Hybrid Hourly/Retainer Model</b></p> <p>Indicate whether or not you would propose a hybrid hourly/retainer fee model for the City’s account. If so, provide all of the information for both the hourly and retainer components requested in questions 41 and 42.</p> <p>(Note: 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. Additionally, the City of Los Angeles is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal excise exemption certificates will be furnished by the Department of General Services upon request.)</p>	
<b>46.</b>	<p><b>Fees – Miscellaneous</b></p> <p>Indicate all other fees you potentially charge that are not included in the pricing models outlined above (including travel-related costs such as airfare, lodging, and meals; printing or materials costs; etc.).</p>	
<b>2. Investment Consulting (responses to questions 47 through 60 are not required if you are not proposing to offer Investment Consulting services)</b>		
<b>47.</b>	<p>Who will provide Investment consulting services to the City? For each individual providing these services, please indicate:</p> <ul style="list-style-type: none"> <li>• Work experience/qualifications.</li> <li>• Tenure with firm</li> <li>• If there is more than one individual, indicate who will be the lead consultant and describe their roles and areas of expertise</li> <li>• Where the individual(s) is/are located</li> </ul> <p>Fully describe the caseload for the lead consultant by listing other clients handled by that individual.</p>	
<b>48.</b>	<p>Indicate how you will maintain your responsiveness to the City’s account in the face of competing client demands. Describe what the City should expect of your lead consultant with respect to: (a) time spent in the office and availability to respond to inquiries; (b) ability to schedule and attend meetings, both telephonically and in person; (c) systems or protocols you use to maintain good client communication and project oversight.</p>	
<b>49.</b>	<p>Describe the resources your firm has available for the purpose of providing investment performance review services for all <b>stock and bond</b> asset classes. Indicate whether your investment review services, including fund databases, are proprietary or obtained from a third party.</p>	
<b>50.</b>	<p>Describe the resources your firm has available for the purpose of providing investment performance review services for all <b>fixed account and stable value</b> offerings. Indicate whether your investment review services, including fund databases, are proprietary or obtained from a third party.</p>	

51.	Describe the resources your firm has available for the purpose of providing investment performance review services for all <b>money market and bank savings products</b> . Indicate whether your investment review services, including fund databases, are proprietary or obtained from a third party.											
52.	Describe the resources your firm has available for the purpose of providing investment performance review services, as well as the design, monitoring and developing recommendations with respect to the composition of, <b>asset allocation (time-based or risk-based) funds</b> . Indicate whether your investment review services, including fund databases, are proprietary or obtained from a third party.											
53.	Provide two sample investment fund reviews for a large-cap mutual fund, one of them underperforming and the other outperforming, for which your firm has recently conducted a review.											
54.	<p>Discuss your specific experience in the design of <b>Requests for Proposal for defined contribution plan investment management services</b>, including the following asset classes: large-cap stocks, mid-cap stocks, small-cap stocks, international stocks, bonds, money market or bank savings, stable value, and other types of fixed income vehicles. Describe your typical development process for this type of RFP (assume a single asset class), to include the gathering of plan data, establishing timelines, typical number of questions posed, etc. In the last three years, how many such RFPs have the staff who will be assigned to the City's account helped develop? For each, please indicate:</p> <ul style="list-style-type: none"> <li>• Plan</li> <li>• Plan type (e.g. Section 457, 401(k), etc.)</li> <li>• Approximate number of participants and assets.</li> </ul> <p>Describe the resources utilized in generating and reviewing RFP questions and summarizing results for clients. Describe a typical reporting/scoring/analysis for this type of RFP and include a sample deliverable for same (no more than 5 sample pages – not required to be exhaustive).</p>											
55.	Describe your specific experience in assisting with development of <b>contracts for separate accounts, commingled trusts and other investment vehicles</b> requiring contracts between a plan sponsor and investment provider. Indicate the degree to which you would be willing to negotiate directly with the vendor as your client's facilitator or agent; a description of your specific expertise and experience in contracts of this type; and an estimate of the number of such contracts the personnel to be assigned to the City's account have drafted/reviewed/assembled in the last three years.											
56.	Describe the resources available through your firm in assisting defined contribution plan sponsor clients to transfer assets held by investment managers.											
57.	<p><b>Fees – Hourly Rate Model</b></p> <p>Indicate by name your <b>billable hourly rates</b> for all staff to be assigned to the City's account for this group of consulting services. Mark n/a for any categories which are not applicable. Add additional categories you may use which are not included in this table.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Title</td> <td style="text-align: right;">Hourly Rate</td> </tr> <tr> <td>Principal Consultant</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Managing Consultant</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Consultant</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Associate/Analyst</td> <td style="text-align: right;">_____</td> </tr> </table>	Title	Hourly Rate	Principal Consultant	_____	Managing Consultant	_____	Consultant	_____	Associate/Analyst	_____	
Title	Hourly Rate											
Principal Consultant	_____											
Managing Consultant	_____											
Consultant	_____											
Associate/Analyst	_____											

	<p>Clerical _____ Other _____</p> <p>Indicate if any volume or other discounts would apply to your hourly rates. Indicate if you inflate or adjust your rates year-over-year and on what basis.</p> <p>(Note: 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. Additionally, the City of Los Angeles is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal excise exemption certificates will be furnished by the Department of General Services upon request.)</p>	
<b>58.</b>	<p><b>Fees – Retainer Model</b></p> <p>Indicate whether or not you would propose a retainer fee for the City’s account, how that retainer would function, the amount of the retainer, what would be included and non included under the retainer, if a volume or other discount applies to the retainer, and if the retainer is inflated or adjusted year-over-year and on what basis.</p> <p>(Note: 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. Additionally, the City of Los Angeles is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal excise exemption certificates will be furnished by the Department of General Services upon request.)</p>	
<b>59.</b>	<p><b>Fees – Hybrid Hourly/Retainer Model</b></p> <p>Indicate whether or not you would propose a hybrid hourly/retainer fee model for the City’s account. If so, provide all of the information for both the hourly and retainer components requested in questions 41 and 42.</p> <p>(Note: 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. Additionally, the City of Los Angeles is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal excise exemption certificates will be furnished by the Department of General Services upon request.)</p>	
<b>60.</b>	<p><b>Fees – Miscellaneous</b></p> <p>Indicate all other fees you potentially charge that are not included in the pricing models outlined above (including travel-related costs such as airfare, lodging, and meals; printing or materials costs; etc.).</p>	
<p><b>3. Communications Consulting (responses to questions 61 through 74 are not required if you are not proposing to offer Communications Consulting services)</b></p>		
<b>61.</b>	<p>Who will provide Communications consulting services to the City? For each individual providing these services, please indicate:</p> <ul style="list-style-type: none"> <li>• Work experience/qualifications.</li> <li>• Tenure with firm</li> <li>• If there is more than one individual, indicate who will be the lead consultant and describe their roles and areas of expertise</li> </ul>	

	<ul style="list-style-type: none"> <li>Where the individual(s) is/are located</li> </ul> <p>Fully describe the caseload for the lead consultant by listing other clients handled by that individual</p>	
62.	Indicate how you will maintain your responsiveness to the City's account in the face of competing client demands. Describe what the City should expect of your lead consultant with respect to: (a) time spent in the office and availability to respond to inquiries; (b) ability to schedule and attend meetings, both telephonically and in person; (c) systems or protocols you use to maintain good client communication and project oversight.	
63.	Describe in detail what you regard to be the essential elements of an optimal <b>communications development process and campaign</b> .	
64.	Describe in detail what you regard to be the essential elements of an optimal <b>communications product/material</b> .	
65.	Describe in detail your approach to workplan development and project management with respect to overseeing various communications objectives and projects. What processes do you employ in terms of communicating with your clients, setting and managing expectations and objectives, meeting deadlines, and providing deliverables?	
66.	Provide two examples of innovative communication campaigns and materials you have developed or assisted in developing. These examples are not limited to the fields of retirement planning or investing and may include any subject matter you choose. Explain the initial communications challenge/objective you identified, the process by which you worked with your client, how you identified and resolved obstacles to implementation, and how you assessed the success of the communication materials. Provide samples of the work-plans and materials you produced.	
67.	Communications now often involves the use of non-traditional communication venues (e.g. social media, web-video, interactive applications, or other web-based communication and educational tools) made available through new technological resources. Describe your experience in developing concepts or recommendations for communication strategies built around these types of venues, including integration of those resources with one another and/or traditional communication resources. If you have assisted in developing them, provide samples of no more than three non-traditional communication materials you have produced.	
68.	Provide names for the computer software you work with or can work with to develop communication materials.	
69.	Indicate your philosophy and practice related to the testing of communication concepts. How do you test for efficacy? What role does testing play in the development process? Describe any experience you have in developing and conducting focus group evaluations.	
70.	The City's Plan conducts periodic participant surveys for various purposes. These surveys may be targeted at limited populations or the entire population and are direct-mailed to participant homes. The City's Contract with its Plan Administrator provides that the Plan Administrator will help develop, mail and tabulate the surveys, but the Plan is not limited to using the Plan Administrator only. Describe any unique qualifications/experience you have in survey development. Explain how you would conduct a survey development process for which you were given primary responsibility for project oversight.	
71.	<p><b>Fees – Hourly Rate Model</b></p> <p>Indicate by name your <b>billable hourly rates</b> for all staff to be assigned to the City's account for this group of consulting services. Mark n/a for any categories which are not applicable. Add additional categories you may use which are not included in this table.</p>	



	<p>Title    Hourly Rate</p> <p>Principal Consultant                                _____</p> <p>Managing Consultant                                _____</p> <p>Consultant    _____</p> <p>Associate/Analyst                                   _____</p> <p>Clerical     _____</p> <p>Other    _____</p> <p>Indicate if any volume or other discounts would apply to your hourly rates. Indicate if you inflate or adjust your rates year-over-year and on what basis.</p> <p>(Note: 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. Additionally, the City of Los Angeles is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal excise exemption certificates will be furnished by the Department of General Services upon request.)</p>	
<b>72.</b>	<p><b>Fees – Retainer Model</b></p> <p>Indicate whether or not you would propose a retainer fee for the City’s account, how that retainer would function, the amount of the retainer, what would be included and non included under the retainer, if a volume or other discount applies to the retainer, and if the retainer is inflated or adjusted year-over-year and on what basis.</p> <p>(Note: 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. Additionally, the City of Los Angeles is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal excise exemption certificates will be furnished by the Department of General Services upon request.)</p>	
<b>73.</b>	<p><b>Fees – Hybrid Hourly/Retainer Model</b></p> <p>Indicate whether or not you would propose a hybrid hourly/retainer fee model for the City’s account. If so, provide all of the information for both the hourly and retainer components requested in questions 41 and 42.</p> <p>(Note: 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. Additionally, the City of Los Angeles is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal excise exemption certificates will be furnished by the Department of General Services upon request.)</p>	
<b>74.</b>	<p><b>Fees – Miscellaneous</b></p> <p>Indicate all other fees you potentially charge that are not included in the pricing models outlined above (including travel-related costs such as airfare, lodging, and meals; printing or materials costs; etc.).</p>	
<b>C. Additional Information</b>		
<b>75.</b>	<p>Provide any additional data your business believes essential to the evaluation of your Proposal. If there is no additional data you wish to present, you should state the following: “There is no additional data we wish to present.”</p>	

# **SECTION 4**

# **GENERAL SUBMISSION REQUIREMENTS**

## **1. Proposal Format and Submission Requirements**

Proposals shall be based only on the material contained in the Request for Proposals (RFP), mandatory pre-proposal conference responses, amendments, addenda and other material published by the City relating to the RFP. Proposers shall disregard all previous draft material and oral representations. ***Proposals shall be submitted in accordance with the requirements set in this RFP.***

## **2. Proposal Format and Submission Requirements**

Efficiencies in how proposals are prepared and submitted are requested in order to facilitate the review, storage and recycling processes for proposal materials. Economy in presentation and packaging is preferred over materials which are glossy, not easily reproduced, awkward to store, or create unnecessary waste. **Do not submit your proposal in a hard-plastic punch binder.** Responses should be packaged/bound in a form easily stored and maintained to minimize the use of office space. Each response should have the bulk of its contents prepared on standard 8½ x 11 paper. Tabs and dividers may be used but proposers should avoid unnecessary use of non-recyclable plastic materials (e.g. plastic covers). Non-requested promotional materials, videos and over-size materials should be avoided wherever possible except as otherwise requested within the RFP.

## **2. Eligible Proposers**

Proposals will be accepted only from proposers that:

1. Are qualified to conduct business in the State of California;
2. If a corporation or limited liability company, the proposer must be in good standing with the Secretary of State;
3. Have not been determined to be non-responsible or been debarred by the City pursuant to the Contractor Responsibility Ordinance; and
4. Have not been debarred by the federal government, State of California or local government.

If the proposer has contracted with the State of California or the City of Los Angeles, it must not have an outstanding debt which has not been repaid or for which a repayment agreement plan has not been implemented. If it has contracted with the Department, it must not have an outstanding disallowed cost or other liability to the City.

## **3. In Writing**

All proposals must be submitted in writing and proposers shall complete and return any and all applicable documents including but not limited to forms, appendices, specifications, drawings schematic diagrams and any technical and/or illustrative literature. The City may deem a proposer non-responsive if the proposer fails to provide all required documentation and copies.

#### **4. Cover Letter**

Each proposal must include a cover letter limited to one page. The cover letter must include the title, address, and telephone number of the person or persons who will be authorized to represent the proposer.

#### **5. 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. 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.

#### **6. Proposal Submission Deadline**

Proposals must be received by the deadline date and time as stipulated in the RFP. Timely submission of proposals is the sole responsibility of the proposer. The City reserves the right to determine the timeliness of all submissions.

#### **7. Number of Copies Required**

**Proposers are required to submit one (1) original proposal with attachments signed in ink and three (3) copies of the proposal without attachments.** Original and copies should be identified as such. If any proposal contains any trade secrets, or other proprietary information that the proposer claims is exempt from the California Public Records Act (See Section 3.2 of this RFP), one (1) redacted copy of the proposal must also be submitted in addition to the original version and six copies. Written proposals must be presented in a sealed envelope or box. Proposer must enter the title and proposer's name on the outside of the envelope. Sealed proposals are to be delivered to the address listed in this RFP no later than the stated proposal submission deadline (see Section 2.1.12 of this RFP).

#### **8. CD or DVD**

In addition to the hard copies of the proposal, proposers are required to provide a copy of the proposal in Microsoft Adobe PDF and Microsoft Word format on a CD or DVD (original and redacted). The CD or DVD containing the proposal should be labeled with the firm name and "Deferred Compensation Plan Consulting Services RFP" and placed in a sealed envelope with the firm's name written across the front of the envelope and attached or affixed inside the front cover of the original signature binder only.

#### **9. Accuracy and Completeness**

The proposal must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered. Falsification of any information may result in disqualification. If the Proposer knowingly and willfully submits false performance or other data, the City reserves the right to reject that proposal. If it is determined that a Contract

was awarded as a result of false performance or other data submitted in response to this RFP, the City reserves the right to terminate the Contract. Unnecessarily elaborate or lengthy proposals or other presentations beyond those needed to give a sufficient, clear response to all the RFP requirements are not desired.

#### **10. 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.

#### **11. Alternatives**

Proposers 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.

#### **12. Proposal Errors**

Proposers are liable for all errors or omissions incurred by proposers in preparing the proposal. Proposers will not be allowed to alter proposal documents after the due date for submission.

The City reserves the right to make corrections or amendments due to errors identified in any proposal by the City or the proposer. This type of correction or amendment will only be allowed for errors such as typing, transposition, or any other obvious error. Any changes will be dated and time stamped, and attached to the proposal. All changes must be coordinated in writing with, authorized by and made by the Contract Administrator.

#### **13. Waiver of Minor Administrative Irregularities**

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

#### **14. Interpretation and Clarifications**

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

#### **15. Late Proposals**

Late proposals will not be accepted and shall be returned to the proposer unopened.

**16. Cost of RFP**

The City is not responsible for any costs incurred by proposers while submitting proposals. All proposers who respond to solicitations do so solely at their own expense.

**17. Optional Materials/ Services**

Proposers may offer materials and/or services directly related to the specifications within this RFP but not included in it which will enhance the performance of City Staff in the fulfillment of the goal(s) of this RFP. Optional materials/services must be clearly delineated as optional in the Proposal and separate pricing/cost identified as appropriate. These options may be included in the resultant Contract.

**18. Interpretation and Clarifications**

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 Point of Contact. The City reserves the right to modify requirements on any RFP if it is in the best interest of the City.

# **SECTION 5**

# **EVALUATION OF PROPOSALS**

## **General Information**

This RFP represents the initiation of a competitive process designed to obtain the services of the most competent bidder consistent with the City's general Contracting requirements. The City will follow the general guidelines below in evaluating those Proposals, selecting successful Contractors, and awarding Contracts.

The City shall have sole discretion over the evaluation of the Proposals. Proposals will be evaluated at two primary levels: Responsiveness to General Requirements and Technical Competence.

### **A. Responsiveness to General Requirements**

A valid Proposal must be deemed responsive to the RFP. Responsiveness will be determined based on the following:

1. **General Contracting Requirements** – Proposers must agree to comply with, and where necessary demonstrate documented compliance with, all of the General Contracting Requirements included with this Request for Proposal. Failure to comply or to submit required documentation will result in the Proposal being deemed non-responsive.
2. **General Submission Requirements** - Any proposal which does not adhere to the RFP format as specified in Section 4, "General Submission Requirements," will be considered non-responsive and not subject to further evaluation.

### **B. Technical Competence**

- 1) **Review Committee** – A Review Committee will be designated by the Board to evaluate/score the Technical Competence of all proposals and generate recommendations for selection to the Board.
- 2) **Written Responses** – All written responses to the RFP questionnaire will be considered and evaluated. Proposers are not required to submit responses to questions in consulting categories for which they are not offering services (for example, a Proposer who is proposing to offer Plan Administration consulting services only is not required to respond to questions included in the Investments Consulting and Communications Consulting categories).
- 3) **Performance Examinations** - Proposers will be required to participate in a performance examination. The performance examination will be approximately one hour in length and will occur on a date to be determined by the City. The performance examination will consist of a mock question-and-answer inquiry regarding specific plan design, investment or communications topics. Proposers will not receive advance notice of the



topics and the topics will not be duplicative of questions previously proposed in the written portion of the RFP. Proposers will not be permitted at this performance examination to discuss the qualifications of their firm; clarify or enhance written responses to the written portion of the RFP; or otherwise discuss any other component of their RFP response or interest in securing business with the City's Plan. The performance test is a discretely scored component of the RFP and its evaluation will not affect the evaluation of any other portion of the RFP response. The City reserves the right to exclude from the performance test those firms whose scores on the non-performance test components of the RFP have rendered them unviable for selection.

- 4) **Scoring of Proposals** - Evaluation of the Proposer's Technical Competence will correspond to the questions included in the questionnaire and results of the performance examination (applicable to the Plan Administration and Communications Consulting proposals only), using the following weights and rating scales:

5)

Plan Administration Consulting Rating Factors	Weights	Scale
<b>ORGANIZATIONAL QUALIFICATIONS</b>		
Organizational Strength & Continuity	6	30
Regulatory or Contractual Actions	3	15
Relevant Experience	6	30
Total	<b>15</b>	<b>75</b>
<b>CONSULTING SERVICES</b>		
Plan Design	10	50
Technical/Legal Resources	15	75
RFP Development/Review	10	50
Contract Development/Review	5	25
Total	<b>40</b>	<b>200</b>
<b>PERFORMANCE EXAMINATION</b>	<b>20</b>	<b>100</b>
<b>FEES</b>	<b>25</b>	<b>125</b>
<b>TOTAL--&gt;</b>	<b>100</b>	<b>500</b>

<b>Investment Consulting Rating Factors</b>	<b>Weights</b>
<b>ORGANIZATIONAL QUALIFICATIONS</b>	
Organizational Strength & Continuity	6
Regulatory or Contractual Actions	3
Relevant Experience	6
Total	<b>15</b>
<b>CONSULTING SERVICES</b>	
Investment Analysis/Review	30
RFP Development/Review	10
Contract Development/Review	10
Total	<b>50</b>
<b>PERFORMANCE EXAMINATION</b>	<b>20</b>
<b>FEES</b>	<b>20</b>
<b>TOTAL--&gt;</b>	<b>105</b>

<b>Communications Consulting Rating Factors</b>	<b>Weights</b>	<b>Scale</b>
<b>ORGANIZATIONAL QUALIFICATIONS</b>		
Organizational Strength & Continuity	6	30
Regulatory or Contractual Actions	3	15
Relevant Experience	6	30
Total	<b>15</b>	<b>75</b>
<b>CONSULTING SERVICES</b>		
Written Communications	15	75
Communication Strategies	15	75
Workplan Development	10	50
Total	<b>40</b>	<b>200</b>
<b>PERFORMANCE EXAMINATION</b>	<b>20</b>	<b>100</b>
<b>FEES</b>	<b>25</b>	<b>125</b>
<b>TOTAL--&gt;</b>	<b>100</b>	<b>500</b>

# **SECTION 5**

# **GENERAL TERMS & CONDITIONS**

## **1. Americans With Disabilities Act**

As a covered entity under Title II of the Americans With Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposals, programs, services and activities. If an individual with a disability requires accommodations to attend a mandatory pre-proposal conference, site examination, or proposal opening, please contact the Contract Administrator at least five working days prior to the scheduled event.

## **2. Withdrawal of Proposals**

Proposers may withdraw submitted proposals in writing at any time prior to the specified due date and time. Faxed withdrawals will be accepted at fax number (213) 978-1623. A written request, signed by an authorized representative of the company, must be submitted to the Contract Administrator. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified due date and time.

## **3. Award of Contract**

Award of contract will be made to the contractor(s) with the best combination of price, experience, and quality of service delivery. Awards are not restricted to the lowest offer or bid.

## **4. Rejection of Proposals**

The City reserves the right to reject any or all proposals; to waive any minor defects 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.

## **5. 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, if necessary. The City also reserves the right to contract with more than one respondent to this RFP. Furthermore, the City may exercise its right to not select a proposer from this RFP, if it determines that there was no responsive proposer.

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 execute a sole-source contract with a vendor.

The City reserves the right to verify all information 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 awarded.

The City reserves the right to require a pre-award interview and/or site inspection.

The City reserves the right to waive minor defects in the proposal in accordance with the City Charter.

## **6. Appeal Process**

Any protest to a proposal award(s) must be in writing and submitted within 14 calendar days of the dated notification of contract award. Upon receipt of protest, the Contract Administrator will furnish protester with a written statement setting forth the reasons for the proposed award based on the best combination of price, experience, and quality of service delivery to the City, and will hold a meeting within five (5) working days after receiving the protest, unless waived by the proposer.

At or prior to the meeting, the protester may present evidence as to why the award should not be made according to the City's plans. After the close of the meeting, the Contract Administrator shall make a final determination with respect to the protest, and shall award the contract accordingly or reject all proposals. The decision shall be final.

## **7. 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 270 calendar days from the submission deadline.

## **8. Property of City/Proprietary Material**

The City reserves the right to retain all submitted proposals which shall then become the property of the City of Los Angeles and subject to the State of California Public Records Act. Any department or agency of the City has the right to use any or all ideas presented in the proposal without any change or limitation. Selection or rejection of a proposal does not affect these rights.

Proposers must identify all trade secrets or other proprietary information that the proposers claim are exempt from the California Public Records Act (California Government Code Section 6250, et seq.).

In the event a proposer claims such an exemption, the proposer is required to state in the proposal the following: "(Name of Proposer) shall 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 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.

In any event, all information contained in this RFP is considered confidential and not open to the public or competing bidders until allowed by law.

### **9. Addendum(a)**

The City reserves the right to submit addendum(a) to this RFP which may add additional requirements to be considered responsive. All proposers must acknowledge any addendum(a) issued as a result of any change in this RFP on the proposer's signature declaration page (as referenced in Section 2.1.4). Failure to indicate receipt of addendum(a) may result in a proposal being rejected as non-responsive.

### **10. Multiple Proposals**

Proposers interested in submitting more than one proposal may do so, providing each proposal stands alone and independently complies with the instructions, conditions and specifications of the RFP.

### **11. Pre-Award Negotiations**

Prior to 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) includes but is not limited to discussing and negotiating contract requirements, prices, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. in order to insure successful administration of the contract.

### **12. Execution of Contract and Contract Negotiations**

Unless otherwise stated, proposals submitted shall be irrevocable for a period of 270 days following the proposal submission deadline. A response to this RFP is an offer to contract with the City based upon the terms, conditions, service level agreement and specifications contained in the proposal submitted. A contract will be developed after the City makes an award to the selected proposer(s). The Contract will use the City's general contracting requirements and vendors should not deviate from the already agreed provisions.

Any contract made pursuant to this RFP must be accepted in writing by the proposer. If for any reason proposer should fail to accept the contract in writing, any conduct by proposer which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by proposer of the contract and all of its terms and conditions.

### **13. Amendments/Modifications/Change Orders**

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of resultant agreement must be made in writing and approved by the Contract Administrator and the Contractor. If Contractor

performs any modification without a written amendment, the City shall neither pay for nor be obligated to accept said modification.

#### **14. Prime Contractor**

The proposer(s) awarded the Contract must be the prime Contractor(s) performing the primary functions of the contract. If any portion of the Contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the 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 shall 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.

#### **15. Subcontractors/Joint Ventures**

Acceptance or rejection of a proposer's request to use subcontractors is at the sole discretion of the City. With approval of the City, the contractor may enter into subcontracts and joint participation agreements with others for performance that **does not** include direct provision of the benefits consultant services or the communications consultant services.

The provisions of the resulting 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.

#### **16. Copies of Subcontractor Agreements**

Upon written request from the City, the Contractor shall supply the City with all subcontractor agreements.

#### **17. Supplier Performance Feedback Meetings**

The proposer(s) awarded the resulting Contract(s) is required to attend periodic performance feedback meetings facilitated by the Contract Administrator. The meetings will focus on the Contractor's and the City's performance in fulfilling the service level agreements contained in the Contract. The meetings will provide a forum to informally discuss opportunities for improving Contract terms and conditions, service level agreements, and cost reductions for both parties.

#### **18. 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 submitting written notice to contractor. In addition, the City reserves the right to approve in advance any changes in project personnel or levels of commitment by the consultant to the project.

If the selection of the proposer is based in part on the qualifications of specific key individuals named in the proposal, the City must approve in advance any changes in key individuals or the percentage of time they spend on the project.

### **19. Contractor's Address**

The address given in the proposal response shall be considered the legal address of the Contractor and shall be changed only by written notice to the City. The Contractor shall 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, shall constitute a legal service thereof. Also, telephone numbers, fax numbers and e-mail addresses (if applicable) must be provided.

### **20. Collaboration**

The Board may, at its discretion, require two or more Proposers to collaborate as a condition to Contract execution.

### **21. Subcontractors/Joint Ventures**

Acceptance or rejection of a Proposer's request to use subcontractors is at the sole discretion of the City. With approval of the City, the Contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant Contract. The provisions of 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 resultant Contract. Upon written request from the City, the Contractor shall supply the City at no cost with all subcontractor agreements.

### **22. Payments and Invoices**

The Contractor will be required to submit invoices that conform to City standards and include, at a minimum, the following information:

1. Name and address of Contractor
2. Name and address of City department being billed
3. Date of invoice and period covered
4. Contract number or authority (purchase order) number
5. Work Order
6. Description of completed task and amount due for task
7. Certification by a duly authorized officer
8. Discount and terms (if applicable)
9. Remittance Address (if different from company address)

All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form



of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted within 30 days of service. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the department's fiscal officer.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. Failure to adhere to these policies may result in non-approval of invoices pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve invoices before they are drawn on the City Treasury. The City is not liable for delays in payment caused by failure of the Contractor to send invoices to the address identified in the final Contract.

### **23. Subcontractors' Requirements**

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

### **24. Statutory Requirements**

Attached to this RFP is the City of Los Angeles General Contracting Requirements, including the Standard Provisions for City Contracts (Rev. 10/03) and Checklist. Please review this information carefully. Compliance with these requirements and submission of necessary forms is mandatory at the time of submission of a Proposal, prior to award of Contract, or both. These requirements will be discussed in detail at the Pre-Proposal Conference. Failure to comply with the requirements will render Proposals non-responsive and eliminate them from consideration.

### **25. Governing Law**

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of the RFP and the resultant Agreement/Contract, shall comply with all applicable laws of the United States of America, the State of California, and the City.

### **26. 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 vendor is conducting City business within generally accepted industry standard practices. Each Contractor will be required to cooperate fully with any external audit.

## **27. Financial Audit**

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

## **28. Contractor Evaluation Ordinance**

At the end of this Contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the Contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or services performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the Contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other services contracts.

## **29. Independent Audit**

The City reserves the right to an independent audit by a third party selected by the City. Contractor costs associated with the audit cannot be charged to the City.

## **30. Amendments/Modifications/Change Orders**

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of resultant agreement must be made by written change order approved by the Contract Administrator and the Contractor. If Contractor performs any modification without a written change order, the City will neither pay for nor be obligated to accept said modification.

## **31. Prime Contractor**

The proposer(s) 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 set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the 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.

## **32. Conflict of Interest**

1. Prior to final execution of a Contract, the Contractor must covenant that none of its directors, officers, employees, or agents shall participate in selecting or administering any subcontract related to the

Contract, where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

- (a) A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
- (b) The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
- (c) The participation of such person would be prohibited by the California Political Reform Act, California Government Code S87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

## 2. Definitions

- (a) The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
  - (b) The term "financial or other interest" includes but is not limited to: (i) Any direct or indirect financial interest in the specific Contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward; (ii) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
3. The Contractor must covenant that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a subagreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
  4. The Contractor must agree not to subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Contractor.
  5. Prior to obtaining the City's approval of any subcontract, the Contractor must disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or

employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

6. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
7. The Contractor must warrant that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
8. The Contractor must covenant that no member, officer or employee of Contractor shall have interest, direct or indirect, in any Contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
9. The Contractor must incorporate the foregoing subsections of this Section into every agreement that its enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

### **33. Proposer Signature Declaration**

The following must be included on a separate 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 RFP document and any written exceptions in the offer accepted by the City.*

*This proposal is genuine, and not sham or collusive, nor made in the interest or on 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 itself 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 proposal.*

*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** \_\_\_\_\_

**Signature of Authorized Person** \_\_\_\_\_

**Address** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

*The proposer hereby acknowledges receipt of and agrees this submittal is based on the RFP 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.*

# **SECTION 6**

# **PROPOSAL RESPONSE CHECKLIST**

# PROPOSAL RESPONSE CHECKLIST

The following must be included with your Proposal in order for the Proposal to be found responsive:

RFP Page Number	RFP Document Description	Proposer's Initials	Proposer Page Number
–	One Original Proposal with attachments and three (3) copies of the Original Proposal without attachments		
–	Redacted copy of Proposal		
–	CD or DVD version of Proposal		
–	Cover Letter		
–	Proposal Questionnaire		
–	Non-Collusion Affidavit		
–	Los Angeles Residence Information		
–	Los Angeles Contract History		
–	Affirmative Action Compliance Forms		
–	Minority and Women Business Outreach		
–	Service Worker Retention and Living Wage		
–	Equal Benefits Forms		
–	Contractor Responsibility Form		
–	Slavery Disclosure Form		
–	Business Service Implementation Plan		
–	Signature Declaration Page		