

## **APPENDIX A – GENERAL CONDITIONS**

### **1. Acceptance of Terms & Conditions**

Submission of a response to this RFP/RFQ/RFI (“RFP”) shall constitute acknowledgment and acceptance of the standard terms and conditions set forth herein.

### **2. Proposal Submission**

Unnecessary elaboration or lengthy responses or other presentations beyond those needed to give sufficient and clear response to all of the RFP requirements are not desired.

### **3. Proposer Bears RFP Costs**

LACERS shall not be responsible in any manner for the costs associated with the submission of the proposals in response to this RFP.

If firms are selected for personal interview, additional copies of the proposal may be required. These copies must be exact duplicates of the response initially submitted.

### **4. Complete Information**

The response must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may cause a response to be removed from further consideration.

### **5. RFP Questions and Answers**

Questions pertaining to the RFP must be submitted in writing and may be mailed, e-mailed or faxed to the administrator by the deadline date set in the RFP. All questions submitted and answers prepared by LACERS will be sent to the submitting party and will be posted on the LACERS website <http://www.lacers.org/aboutlacers/request-for-proposals/index.html>. It is the responsibility of all proposers to monitor the LACERS website for postings of the Questions and Answers.

### **6. Amendments to the RFP**

LACERS retains the right to amend this RFP. It is the Proposers’ responsibility to monitor the LACERS’ RFP website

<http://www.lacers.org/aboutlacers/request-for-proposals/index.html> for any amendments pertaining to this RFP. LACERS shall not be liable for the proposer’s failure to receive such notice and any resultant non-responsiveness or noncompliance. LACERS reserves the right to extend the deadline for submission. Firms will have the right to revise their response in the event the deadline is extended.

### **7. Propose Most Favorable Terms**

The LACERS Board may award a contract on the basis of proposals submitted, without discussions, or may negotiate further with those proposers within a competitive range. Proposals should be submitted on the most favorable terms the proposer can provide, as firms may make no changes or additions after the deadline for receipt. Responses shall be reviewed and rated by the City as submitted.

### **8. Proposer’s Right to Withdraw Proposal**

A proposer may withdraw its response prior to the final due date and time. A written request to withdraw, signed by an authorized representative of the proposer, must be submitted to LACERS at the address specified herein for submittal of proposal. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time prior to the specified submission deadline.

### **9. LACERS’ Right to Reject Proposals**

In accordance with Los Angeles City Charter Section 371(c), the City of Los Angeles (City) shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City. The City may also reject the bid or proposal of any bidder or proposer who has previously failed to timely and satisfactorily perform any contract with the City.

**10. LACERS' Right to Withdraw RFP**

LACERS reserves the right to withdraw this RFP or reject all proposals at any time without prior notice and retains the right to reject any and all proposals. LACERS makes no representation that any contract will be awarded to any firm responding to this RFP.

**11. Timeliness of RFP Responses**

Late responses will not be considered. Candidates who mail their proposals should allow adequate mail delivery time to ensure timely receipt of the proposals.

**12. Alternatives or Substitutions**

LACERS reserves the right to determine if any alternatives/substitutions to required services are acceptable.

**13. Valid Period of RFP Responses**

Responses and the offers contained therein shall remain valid for a period of two hundred seventy (270) days from the date set for receipt of responses.

**14. Waiver of Informality**

LACERS reserves the right to waive any informality in the process when to do so is in the best interest of LACERS.

**15. Verification of Information**

LACERS reserves the right to verify the information in the response. If a firm knowingly and willfully submits false information or other data, the City reserves the right to reject that response. If a contract was awarded as a result of false statements or other data submitted in response to this RFP, LACERS reserves the right to terminate that contract.

**16. Contractor History of Responsibility**

A firm will not be recommended for a contract award, regardless of the merits of the response submitted, if it has a history of contract noncompliance with LACERS or other entity or poor past or current performance with LACERS or other entity.

**17. Proposer Qualification**

LACERS may make such investigations as necessary to determine the ability of the proposer to provide required services and comply with the requirements of the RFP. LACERS reserves the right to reject the proposal of any proposer who, in LACERS' opinion, is not a responsible proposer as defined below: "Responsible proposer" means a proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his/her financial resources, production and service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or products described in the proposal.

**18. Property of the City**

All proposals, including all drawings, plans, photos, and narrative material, become the property of the LACERS upon receipt by LACERS.

**19. Public Records Act**

All responses to this RFP are subject to public disclosure pursuant to the California Public Records Act (Cal. Govt. Code Section 6250 et. seq., the "Act") and the Ralph M. Brown Act (Cal. Govt. Code Sections 43950 et seq., (the Brown Act)). The Act provides generally that all records relating to a public agency's business are open to public inspection and copying, unless specifically exempted under one of several exemptions set forth in the Act.

In addition, any proposed contract awards brought before the Board of Administration for consideration and the relevant response(s) will appear on a publicly posted agenda for a public meeting of said Board.

If a respondent believes that any portion of its response is exempt from public disclosure under the Act, such portion may be marked "CONFIDENTIAL." LACERS will consider denying public disclosure of any portions so designated.

The submittal of a response with portions marked "CONFIDENTIAL" shall constitute a request for LACERS to consider the material confidential. LACERS is not liable for any claim for damages if LACERS determines that the material is not exempt from disclosure, notwithstanding the request to consider the material confidential, and will be disclosed under the laws described above. In the event that any information is required to be disclosed under the Public Records Act, the Brown Act, or other public disclosure laws, then LACERS shall, unless prohibited by law, rule, regulation or court order, use reasonable effort to promptly notify the respondent, in writing, of the information required to be disclosed. To the extent not prohibited by applicable law, LACERS shall use reasonable efforts to cooperate with the respondent in any legal action taken to preserve the claimed confidentiality of the material consistent with the law.

## **20. Confidentiality & Non-Disclosure of Member Information**

Any respondent awarded a contract pursuant to this RFP must agree that all information provided by LACERS regarding its members and beneficiaries shall remain confidential and private. Information to third parties shall not be disclosed, and reasonable and current best practices shall be exercised to ensure the security of such information. Sharing, disclosure, or transfer of personal identification information is prohibited without the written approval of the LACERS. The contractor shall make no personal, business, or proprietary use of any private and confidentially-disclosed information regarding LACERS members, nor allow any third parties to make personal, business, or proprietary use of any of the disclosed information.

The full policy is attached (Appendix A, Attachment 1) and can also be found on-line at: <http://www.lacers.org/aboutlacers/request-for-proposals/index.html>.

## **21. Award of Contract**

Firms awarded a contract pursuant to this RFP will be required to enter into a written

contract with the City approved as to form by the City Attorney. This RFP and response, or any parts thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract. If LACERS and the proposer receiving the highest evaluation in this RFP process are unable to agree to contract terms or if the proposer has not fulfilled all conditions of the RFP at the time of contract execution, LACERS reserves the right to terminate contract negotiations with that proposer and negotiate with the proposer receiving the next highest evaluation without undertaking another RFP process.

## **22. Governing Law**

Any agreement that results from this RFP shall be governed by the laws of the City of Los Angeles and the State of California. Submission of a proposal constitutes acceptance of this condition.

## **23. Prohibition on Use of City Seal**

The charter of the City of Los Angeles prohibits use of its City seal except by agencies of the City. Do not use, copy, or replicate in any form this seal.

## **DEMONSTRATION OF COMPLIANCE REQUIRED WITH PROPOSAL:**

## **24. RFP Warranty**

Proposers must complete this warranty/affidavit (Appendix A, Attachment 2), which includes a statement of non-collusion and identifies persons authorized to bind the firm in contracts.

## **25. Marketing Cessation Policy**

Proposing firms are prohibited from communicating with LACERS Board members and staff concerning this RFP except with the designated RFP administrator and at meetings scheduled by the RFP administrator. Violation of this policy will result in automatic disqualification of the firm involved. The full policy is attached (Attachment 3) and

can also be found on-line at: <http://www.lacers.org/aboutlacers/request-for-proposals/index.html>. All proposers must also complete the Proposer Disclosure Form (Appendix A, Attachment 4). The list of LACERS' Board Members and staff is on the List of Form 700 Filers (Appendix A, Attachment 7).

## **26. Municipal Lobbying Ordinance**

Each proposer is required to read the Los Angeles Municipal Lobbying Ordinance (Los Angeles Municipal Code § 48.02) found on the web at: [http://ethics.lacity.org/pdf/laws/law\\_mlo.pdf](http://ethics.lacity.org/pdf/laws/law_mlo.pdf). If proposers qualify as a lobbying entity under the ordinance, they must agree to comply with the disclosure requirements and established prohibitions. Please complete and return the Bidder Certification CEC Form 50 (Appendix A, Attachment 5) with your proposal.

## **27. Campaign Contributions and Campaign-Related Activities**

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

Bidders must submit CEC Form 55 (Appendix A, Attachment 6) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with

subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

## **28. Business Inclusion Program**

It is the policy of the City under the Business Inclusion Program (Mayor's Executive Directive No. 14) to help ensure that all businesses, including certified\* Minority, Women, and Other Business Enterprises have an equal opportunity to do business with the City. LACERS strongly encourages all bid respondents to make an effort to include members of these groups in any subcontracting work to be performed if awarded the contract.

\*Acceptable certifying agencies: City of Los Angeles, California Department of Transportation (Caltrans), Metropolitan Transportation Authority, and Southern California Minority Business Development Council.

## **29. Third Party Marketing And Referrals Disclosure Policy**

Firms submitting investment proposals for consideration by LACERS are hereby required to disclose the identity of all third-party marketers and/or individuals by whom the Firm has been referred to LACERS, and further indicate those so identified that stand to receive fees or other considerations in the event that a contract between the Firm and LACERS is secured.

## **30. Sexual Harassment Policy Disclosure Form**

The Los Angeles City Employees' Retirement System (LACERS) is committed to maintaining a work environment with a zero tolerance approach to sexual harassment, intimidation, and coercion. Sexual

harassment is a form of sex discrimination and is a violation of official City policy, State law (*California Civil Code* §51.9), and Federal law (29 CFR §1604.11). It is the expectation that all third-party service providers mirror LACERS' efforts in maintaining a safe work environment free of unlawful harassment and retaliation.

Respondents to this RFP are required to complete and submit the Sexual Harassment Policy Disclosure Form (Attachment 7) and all ensuing documentation in compliance with official City policy. For a copy of the City's policy, see Mayoral Directive PE-1 at: <https://www.lacity.org/hahn-series-2001-2005>.

#### COMPLIANCE REQUIREMENTS IF AWARDED A CONTRACT:

##### **31. Standard Provisions for City Contracts (Rev. 10/17)**

If awarded a contract, the City of Los Angeles requires its contractors to adhere to the Standard Provisions for City Contracts (Rev. 10/17) and to comply with City policies on Equal Employment Opportunity; Child Support; Americans with Disabilities Act; and Business Inclusion Program, with exceptions applicable for provisions: PSC-28 – Living Wage Ordinance, PSC-31 – Contractor Responsibility Ordinance, PSC-32 – Business Inclusion Program, , PSC-33 – Slavery Disclosure Ordinance, PSC-34 – First Source Hiring Ordinance, PSC-36 – Iran Contracting Act, and PSC-41 – Compliance with California Public Resource Code 5164. A copy of the Standard Provisions for City Contracts (Rev. 10/17) is found on the web at: <http://www.lacers.org/aboutlacers/request-for-proposals/index.html>

##### **32. Non-Discrimination, Equal Employment Practices and Affirmative Action Policies**

Any respondent awarded a contract pursuant to this RFP must comply with the Non-

Discrimination, Equal Employment Practices and Affirmative Action Policies set forth in Section 10.8 et seq. of the Los Angeles Administrative Code.

These policies will extend to all employees and subcontractors fulfilling services for the City. For additional information, respondents should contact the Office of Contract Compliance at [\(213\) 847-1922](tel:213-847-1922).

##### **33. Gender Equity in City Operations Disclosure Form**

If awarded a contract, the respondent is required to complete and submit this form in compliance with the Mayor's Executive Directive No. 11, Gender Equity in City Operations. For more information, visit the Mayor's Office website at:

[https://www.lamayor.org/mayor\\_garcetti\\_s\\_executive\\_directives](https://www.lamayor.org/mayor_garcetti_s_executive_directives)

##### **34. Bonding, Insurance and Indemnification**

If awarded a contract, the respondent will furnish the City evidence of insurance coverage with minimum limits prescribed by LACERS. Proof of insurance must be submitted in accordance with requirements of the City Administrative Office Insurance and Bonds Section prior to contract execution. For more information, visit the City Risk Manager's website at: <http://www.cao.lacity.org/risk/>

The contractor will be required to indemnify the City in accordance with the provisions set forth in PSC-18 of the Standard Provisions for City Contracts (Rev. 10/17).

##### **35. Los Angeles Business Tax Registration**

All contractors of the City of Los Angeles are required to register their business with the City of Los Angeles Office of Finance and are subject to Los Angeles City Business Tax. For information, visit the Office of Finance website at: <http://www.lacity.org/finance/>

**36. IRS W-9 Form**

All contractors with the City of Los Angeles are required to complete this form for the Internal Revenue Service for tax information purposes. Information on what this form is and how to complete the form is attached to the form provided in the contract package.

**37. Vendor Set-Up Request Form for Automated Clearing House (ACH)**

This is an optional form to request electronic payment that will allow payments be deposited directly into your firm's bank account. For more information, please call LACERS' Accounts Payable Section at (213) 473-7232.