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January 27, 2017

Los Angeles City Council
Personnel and Animal Welfare Committee
200 North Spring Street
Los Angeles, CA 90012

CF# 16-0055

RE: RETAIL SALES OF PET SUPPLIES IN CITY SHELTERS

On September 27, 2016 the Board of Animal Services Commissioners approved a staff report initiated by Board of Animal Services Commissioner Roger Wolfson authorizing the Department of Animal Services to issue a request for proposals (RFP) seeking vendor to operate retail kiosks at City Animal Shelters. This RFP also responded to the Ryu-Wesson motion made in January 2016 regarding the possibility of retail sales of pet supplies in City shelters.

The RFP was initially posted on BAVN on November 1, 2016 with responses due by December 14, 2016. The RFP was re-released on December 28, 2016 with responses due on January 31, 2017. The RFP is attached.

In the first round, My Masters Best Friend, LLC, a local Los Angeles company, completed the online outreach (BIP) requirement on time but did not submit a proposal. PetCo submitted a written proposal but did not complete the BIP requirement, so both were eliminated due to failure to meet a threshold requirement. (My Masters Best Friend's name appears in BAVN, but PetCo's name does not.)

No proposals have been received so far during the second advertisement which concludes on Tuesday, January 31, 2017. Since no proposer completed the BIP requirement on time, there will not be any successful proposers in this second round. As a result, the closing due date will be extended before it expires allowing a new opportunity for proposers to meet the BIP requirement if either or both company gives us an indication that additional time will make a difference for their application. It is our hope that the extension will result in responsive bids received and a contract awarded that will make available for purchase pet supplies in our shelters.

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

CF# 16-0055

Retail Sales of Pet Supplies in City Shelters

Any additional questions or concerns can be directed to Assistant General Manager Dana Brown at 213-482-9558.

Respectfully Submitted,

Brenda F. Barnette

Brenda F. Barnette
General Manager

Attachment



**City of Los Angeles
Department of Animal Services**

REQUEST FOR PROPOSALS

For the Selection of a Contractor to Provide and Operate

Retail Kiosks in Animal Shelters

City of Los Angeles

RFP Release Date:	November 1, 2016
BIP Outreach Deadline:	November 29, 2016
Deadline to Submit Proposals:	December 13, 2016 4:00 p.m.
BIP Summary Sheet Deadline:	December 14, 2016

Deliver to:
Attention: John Forland
Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012

RFP and Agreement Administrator:
Phone: (213) 482-9554
Fax: (213) 482-9511
John.forland@lacity.org

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ATTACHMENTS / EXHIBITS

Exhibit A – Affirmative Action
Exhibit B – Business Tax Registration Certificate (BTRC) Number
Exhibit C – Equal Benefits Ordinance
Exhibit D – Proposer Checklist
Exhibit E – Proposer Background Information Form

Attachment A – Shelter Floor Plans / Blue Prints
Attachment B – Standard Provisions for City Contracts

I. INTRODUCTION

Summary

The Department of Animal Services is seeking proposals from one or more qualified vendors (proposers) to install and operate retail sales kiosks in each of the City's six shelters and offer animal-related products for sale to shelter visitors and customers. The proposal shall recommend a design for each of these kiosks. The size of the total retail sales displays shall not exceed approximately ten feet in width and fifteen feet in length. The proposer shall provide staffing and marketing plans, as well as proposed products and a product display design.

The purpose of providing these kiosks is to increase the number of adoptions by adding convenience to adoptions. This will be achieved by providing more items adopters need directly at the adoption site - our shelters – eliminating the requirement that adopters make second and possibly third trip to acquire the items needed. Kiosk operators will offer food, collars, medications, grooming supplies, and other items at these kiosks and will charge retail prices. In return for use of space in the shelter, the proposer shall propose a flat rent payment and / or may offer to pay a percentage of its gross sales back to the Department each month, or offer some alternative plan to provide discounts the proposer believes will be beneficial to the Department and or shelter patrons. The proposer shall describe in their proposal the details of their plan.

The proposer shall describe the particular design for the kiosk at each of the City's six animal shelters, and plans for staffing the kiosk during the hours the shelter is open to the public.

The proposer may be creative and design their offering to fit into the particular amount and dimensions of space available at each shelter to minimize any negative impact on Shelter operations or space demands as possible.

The final selection of the vendor(s) shall be the choice of the Department of Animal Services.

Background:

The City of Los Angeles covers almost 500 square miles with approximately four million citizens. In 2015-16, the Department:

- **Adopted out a total of 18,259 animals from our six shelters from July 1, 2015 through June 30, 2016 (201516) as follows:**
 - **4,571 adopted out at East Valley Shelter**
 - **2,104 adopted out at Harbor Shelter**
 - **3,138 adopted out at North Central Shelter**
 - **2,843 adopted out at South LA Shelter**
 - **2,447 adopted out at West LA Shelter**
 - **3,156 adopted out at West Valley Shelter**
- Took in 51,676 cats, dogs, rabbits and other animals in 2015-16
- Issued 8,611 spay/neuter vouchers, performed 3,922 in-house spay/neuter surgeries, and reimbursed over 19,000 spay/neuter surgeries
- Issued 131,959 animal licenses
- Processed 1,250 permits
- Responded to 4,373 wildlife calls, and
- Released 34,617 cats and dogs alive (live release)

The selected proposer must provide the best overall retail kiosk designs and plan of operation to make the program a success. In addition to providing services to the public and increased revenue to the shelter, the Department is looking to see the kiosks generate an increase in the number of adoptions and an increase in the number of potential adopters at the various shelters.

Definitions

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

- “Board” means the Board of Animal Services Commissioners.
- “City” means the City of Los Angeles, acting by and through the Department of Animal Services.
- “Agreement” means the agreement executed as a result of this RFP.
- “Contractor” means a legal business entity including an individual, foundation, partnership, corporation, or other entity to which an agreement is awarded.
- “Department” means the Department of Animal Services.
- “Proposer” means any a legal business entity including an individual, foundation, partnership, corporation, or other entity who submits a proposal in response to this RFP.

Scope of Work

The successful proposal will include/offer the following:

- Proposer’s demonstrated retail experience selling animal food and animal care products in the Los Angeles area.
- A solid business history.
- A detailed description of the services proposed at each shelter to increase adoptions and the number of visitors, including:
 - Marketing strategies
 - Hours of operation
 - Display plans
 - Proposed marketing outreach targeting in neighborhoods served by each shelter
 - Business plans for increasing foot traffic and adoptions at each shelter
 - Sales plans including support for adoption events and other special events
 - Staffing plans including program manager(s)
 - Proposed advertising plans
- Kiosk design and requirements:
 - Set up requirements, suitability for space provided, assembly/disassembly capacity
 - Design, specifications and location plan
 - Utility and service requirements
- Desired outcomes:
 - Increase in the number of or percentage in adoptions, and number of visitors to the shelters
 - Increased access to pet food and supplies to animal owners within underserved areas
 - Increased revenue to the Department.

The Department reserves the rights to review and pre-approve all kiosk designs, proposed service hours, kiosk storage requirements (when not in use); scheduling of adoption events, marketing programs, shelter operating hours and make changes.

Personal Services Agreement

The successful proposer will provide these services under a Personal Services Agreement with the City of Los Angeles. As per the City Charter, such agreements are entered into through a competitive process. To be considered for award of an agreement, interested parties must respond to this RFP according to the instructions and guidelines stated herein. The proposer(s) who demonstrates it is the most qualified to provide the required services, at the best overall value to the City, will be recommended for award.

The Board of Animal Services Commissioners awards agreements for the Department based on recommendations from staff and a review committee. Subsequent to consideration and approval of award by the Board, the agreement will be subject to review by the City Attorney and the Mayor's Office, and subject to approval by the City Council prior to execution and start of services.

Minimum Experience Requirements

The Contractor must have at least five years of recent experience successfully operating retail businesses selling animal food and animal care products in the Los Angeles.

Term

Unless terminated earlier pursuant to the Agreement or pursuant to termination provisions within the attached exhibits incorporated herein, the term of the Agreement will be for two years, renewable at the City's discretion for three additional one-year terms, for a maximum of five years.

Rent

The Department agrees to provide space in animal shelters and cover the cost of utilities, storage space in shelters for kiosks and parking as available. The Department is seeking rent of at least \$1 per square foot per month or \$100 per month flat rate, whichever is higher, or some similar or higher proposal from the successful proposer and perhaps other financial incentives. It is expected that the proposer will provide the kiosks, staff, advertising and other support needed to advertise, market, and operate kiosks consistent with the terms of this Agreement.

II. ABOUT THE DEPARTMENT OF ANIMAL SERVICES

Services at the Animal Care Centers

The Department offers a wide range of programs and services, including wildlife management and companion animal field services, pet adoption, licensing, low-cost spay/neuter services, microchipping, foster programs, volunteer programs, permits, prevention of animal cruelty, and community outreach programs, among others. Many of our services and programs are offered through our Animal Care Centers located throughout Los Angeles, where staff receive stray or turned-in animals, and after an initial check-up, hold the animals for the legally required period of time before placing them up for adoption. The centers' veterinary staff looks after the health of the center's animals and treats those needing special care.

New and Expanded Animal Care Centers

With the passage of the City's Proposition F, the Fire and Animal Facilities Bond, Los Angeles voters signaled their support for new, expanded, and modern facilities for animal care and human interaction. Seven new or expanded facilities now provide community-oriented animal care, a safer environment for animals in the Department's care, and establish community relationships to enhance responsible pet ownership and to increase the number of pets reclaimed by owners or adopted to new homes. Each new or expanded center features comfortable and safely designed

public areas and state-of-the-art veterinary care, examination, and observation spaces. All include a major expansion of dog kennel space and large kitchens for preparing animal meals. They feature "get-acquainted" rooms for cats and outdoor yards for the adopter to get to know dogs and other animals. The new outdoor kennels keep animals comfortable with radiant heating built into the concrete kennels for winter, and misting systems for hot days, while human visitors will enjoy the garden settings of the kennel areas. Large community rooms will be used for everything from staff training to community events.

Additional information is available online at: www.laanimalservices.com.

III. PERSONAL SERVICES AGREEMENT

The proposed Personal Services Agreement will be entered into to provide and staff kiosks in animal shelters that offer retail products and services for sale. Portions of the top-ranked proposal(s) may be incorporated into the final executed Agreement(s).

IV. REQUIREMENTS FOR SUBMITTING A PROPOSAL

A. Deadline for Submission

To be considered, proposals must be received on or before **Tuesday, December 13, 2016, 4:00 p.m. Pacific Time**, at the address listed below.

B. Where to Submit your Proposal

Submit your proposal in a sealed envelope or box labeled "Proposal to Provide and Operate Retail Kiosks in Animal Shelters." Indicate your name and address on the outside and deliver to:

Attention: John Forland
Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012

C. Number of Copies

Please provide one (1) original and five (5) photocopies and plainly identify the respective documents.

D. Administrative Requirements for Submittal

All proposals must adhere to the following:

1. **Acknowledgment of Terms and Conditions:** A proposal submitted in response to this RFP shall constitute acknowledgment and acceptance of all terms and conditions set forth herein. Failure of the successful proposer to accept these obligations may result in cancellation of the Agreement award.
2. **Format of Proposals:** Proposals must be typewritten, in English, and should be prepared simply and economically, avoiding the use of unnecessary promotional materials.

3. The RFP and the top-ranked proposal(s), or any part(s) thereof, may be incorporated into and made a part of the Agreement. The City reserves the right to further negotiate the terms and conditions of the Agreement with the selected Contractor.
4. The City reserves the right to withdraw this RFP at any time, to reject any and all proposals, to choose not to award an Agreement, and to waive any informality in the process when to do so is in the best interest of the City.
5. A proposer may withdraw a submitted proposal in writing at any time prior to the specified due date and time. Faxed withdrawals will be accepted. A written request to withdraw, signed by an authorized representative of the proposer, and must be submitted to the Department at the address specified herein for submittal of proposals. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified submission deadline. All proposals submitted and not withdrawn prior to the end of the submission deadline may not be withdrawn after the submission deadline for a period of ninety (90) days following the deadline for submission of proposals specified in this RFP.
6. **Timeliness of Proposals:** Allow adequate mail delivery time to ensure timely receipt of the proposals. Late proposals will not be considered for review. The City reserves the right to determine the timeliness of all proposals submitted. At the day and time appointed, all timely-submitted proposals will be opened and the name of the proposer(s) may be announced. No other information about the proposals will be made public until after a recommendation for award is made to the Board.
7. **Deadline Extension:** The City reserves the right to extend the deadline for submission should such action is in the best interest of the City. In the event the deadline is extended, proposers will have the right to revise their proposals. Proposals may be withdrawn personally, by written request, prior to the scheduled closing time for receipt of proposals.
8. All proposals submitted in response to this RFP become the property of the City.
9. **Prohibition of Communication during Evaluation Period:** After the submittal of proposals and continuing until an Agreement has been awarded, all City personnel involved in the RFP will be specifically directed against holding any meetings, conferences, or technical discussions with any proposer except as provided in the RFP. Questions regarding this RFP should be directed only to the RFP/ Agreement Administrator indicated on the cover. Failure to comply with this requirement may terminate further consideration of that proposal.
10. **Cost of Preparation:** All costs of proposal preparation shall be borne by the proposer. The City shall not, in any event, be liable for any expenses incurred by the proposer in the preparation and/or submission of the proposal.
11. **Questions:** For questions regarding this RFP, contact John Forland at (213) 482-9554, or at john.forland@lacity.org.

V. CONTENTS OF SUBMITTED PROPOSALS

ALL information requested must be included in your submitted proposal. The proposal must include:

A. Cover Letter

Include a cover letter from, and signed by, your authorized representative indicating intent in providing the requested services. The cover letter must provide complete contact information of the person(s) authorized to speak on the proposer's behalf regarding the proposal. Include the name and title of this person, mailing address, telephone, fax, and email addresses.

B. Financial Capability

Provide copies of documents that demonstrate sufficient financial capability to cash flow the operation during the initial period and through the entire term of the Agreement, including sufficient resources to provide adequate staffing, and to provide required bonds. If you have a City of Los Angeles Business Tax Registration Certificate number, provide that number in your proposal. (**Note:** You do not need to submit multiple copies of documentation to demonstrate financial capability. You must include this in your original submittal, but may omit in the copies of your proposal.)

C. Qualifications and Experience

Contractor must have retail experience marketing and selling animal food and animal care products. Include in your proposal:

- A detailed description of employees' qualifications and credentials. Include resumes of key staff.
- A description of the size and extent of the proposer's retail business operations and experience in the Los Angeles area selling animal food and animal care products.
- Describe any relevant experience working with local or municipal adoption and/or marketing programs.
- Prior experience working with shelters to increase adoptions including descriptions of the specific programs and the success of each program. Include the location, dates, and results of the programs.

Please explain any disciplinary actions, suspensions of license, claims, etc., if any against your company.

D. Description of Kiosk Operations

Submit descriptions of your business plans, kiosk designs, floor plans, operating plans and overall shelter-specific targets. The Department will negotiate with the selected contractor to finalize kiosk designs that accommodate other use, safety and emergency requirements.

E. Proposed Price Discounts and Other Incentives

Describe your planned price discount schedules and other programs and incentives designed to encourage potential adopters to complete adoptions at City shelters and generally increase the number of potential adopters coming into our shelters. Provide specific goals for increasing adoptions and visits by potential adopters at each shelter. (See the list of the number of adoptions at each shelter in 2015-16 provided on page 3 of this document.) The successful proposer(s) will

be required to provide a list of all products and items to be offered and their prices, subject to preapproval by the City.

F. Additional Information (if any)

Up to this point, the Department has required you to address its “must-have” requirements. You may describe other creative solutions that may be in the Department’s interest to consider in the future or as part of this proposal. These additional requirements are highly desirable. Please provide any additional information which you believe will further demonstrate your ability to meet or exceed the requirements listed in this RFP. Additional information may address:

- Any proposal for a partnership with the Department or other organizations to develop strategies, marketing campaigns and programs or expand outreach that will lead to more adoptions of shelter animals and increase the number of shelter visits by potential adopters.
- Any alternative designs for use of space at shelters, advertising, joint marketing or other methods to increase adoptions
- Cost-sharing or funding proposals that will subsidize or reduce the cost of shelter adoptions and are in addition to rent
- Any other information that further demonstrates your ability to achieve the RFP’s goals.

If no additional information is provided, state “*No additional information to provide.*” in response to this section.

G. Administrative Requirements and Forms

All bidders and proposers seeking to enter into Agreements with the City of Los Angeles are required to comply with the City’s Contracting requirements. These include, but are not limited to:

- Business Inclusion Program
- Affirmative Action
- Equal Benefits Ordinance
- First Source Hiring
- Non-discrimination/EEO
- Slavery Disclosure

Further information on City Agreement procedures, required documents, and completion and submission requirements will be found online at the City of Los Angeles Business Assistance Virtual Network (BAVN) at: <http://www.labavn.org/>. The Department reserves the right during the evaluation to request additional information and/or clarification regarding documents submitted in the proposal.

H. Proposer Checklist (Exhibit D)

The Proposer Checklist should be used by the proposer to ensure that all required documents are included in the response. It will also be used by the Department to verify that all required documents are received when the proposals are submitted. The check list is created by the Department and lists all of the documents that must be completed and returned for the RFP to be deemed responsive. The list should also be initialed by the proposer and submitted as part of the proposal.

I. Proposer Background Information Page (Exhibit E)

The background information sheet is a required document.

J. Customer and Bank References

The proposer must submit a minimum of three (3) customer references and a minimum of one (1) bank reference whose banking services have been provided for or used by the proposer within the last three (3) years. Include the following for each reference:

CUSTOMER REFERENCES	BANK REFERENCES
Company Name (if applicable)	Company Name
Name of Contact	Name of Contact
Title of Contact	Title of Contact
Telephone Number	Telephone Number
Dates and Nature of Relationship	Dates of Banking Services Used

The City may, at its option, contact other known proposer's business partners for references.

VI. ADDITIONAL REQUIREMENTS OF SELECTED CONTRACTOR

After award of the Agreement, and prior to execution, the selected Contractor shall complete and submit required documents listed at the City of Los Angeles Business Assistance Virtual Network (BAVN) at: <http://www.labavn.org/>. Provided below is a sample:

- Living Wage documents
- Contractor Responsibility Ordinance
- City Ethics Commission Forms 50, 55, 56
- Iran Contracting Act Form
- Child Support, ADA, Non-Collusion Compliance Forms

The following must also be submitted to the Department before Agreement execution:

- Copy of Los Angeles Business Tax Registration Certificate (BTRC)
- Form W-9
- Proof of Insurance, subject to City approval

VII. REVIEW, EVALUATION, AND AWARD

A. Minimum Requirements

1. Review of Proposals

Staff will review all proposals to determine if they meet the minimum requirements contained in this RFP. The Department reserves the right to request additional information to clarify a submitted proposal.

2. Financial Capability

Proposer must demonstrate that it has sufficient financial capability to finance the cost of the initial startup of the clinic and possess sufficient long-term financial resources required to operate the clinic throughout the entire term of the Agreement.

Proposers who fail to meet the minimum requirements stated herein, or who fail to demonstrate sufficient financial capability, may be disqualified from further evaluation and may be deemed non-responsive. Proposers will be further evaluated as follows:

B. Evaluation

An evaluation panel will be convened to evaluate proposals. For those proposers who have met the minimum requirements, this panel may interview them and will be asked by the Department to recommend an award of an Agreement. Said panel may be comprised of Department staff and/or other appropriate experts.

Proposals will be rated according to the criteria and point scale below. Maximum points are 100:

Criteria:	No pass	Poor	Fair	Good	Excellent
Experience, Qualifications (24pts maximum):					
What have you accomplished or are currently doing?					
Relevant experience of proposer as a group/company/firm	0	1	2	3	4
Relevant experience of the proposer's management and staff	0	1	2	3	4
Successful ability to provide similar services, demonstrated through previous experience, history and experience; may include providing services to the City, other government agencies, and/or the private sector	0	1	2	3	4
Demonstrated ability to provide community outreach and targeted marketing services	0	1	2	3	4
Demonstrated retail experience in the Los Angeles area	0	1	2	3	4
Documents that corroborate the proposer's knowledge, skills, and abilities?	0	1	2	3	4
Description of retail kiosk design and marketing plan (16pts maximum):					
Kiosk design, display, layout, appearance, ability to enhance visitor experiences	0	1	2	3	4
Advertising plans	0	1	2	3	4
Marketing plans	0	1	2	3	4
Outreach plans – ability to target consumers in each neighborhood	0	1	2	3	4
Description of operations (60pts maximum):					
Staffing plans – adequate staffing levels	0	1	2	3	4
Demonstration of skills and experience of staff and the ability of managers to increase the number of adoptions and the number of visitors at shelters, and to support high-volume adoption events	0	1	2	3	4
Scope of coverage: number of shelters included in proposal	2	4	6	8	12
Level of impact of operation on sales, adoptions and visitors	0	1	2	3	4
Provides all information requested in the RFP	0	1	2	3	4
Demonstrates sufficient financial capital to pay startup costs	0	2	4	6	8

Demonstrates possession of financial resources sufficient to sustain long-term operation of the clinic throughout the term of the Agreement	0	2	4	6	8
Potential benefit of rent rate and other financial incentives offered	0	2	4	6	12
Community Overall Benefit	0	1	2	3	4

All proposals will be evaluated solely on the basis of the criteria listed above and the ranking of any review panel will serve solely to assist Department staff to evaluate the merits and viability of each proposal. Staff will independently formulate a recommendation to the General Manager, who will be free to accept or reject the review panel's recommendation and present his/her recommendation to the Board in a Board report. The Board will consider the General Manager's recommendation during a public Board meeting and may accept or reject the General Manager's recommendation in making their decision as to the selection, stating publicly the reasons for their action. The proposed Agreement is subject to review by the Office of the Mayor, the City Attorney and the City Council's approval or rejection pursuant to Charter Section 373.

C. Award of Agreement

The General Manager of the Department recommends Agreement awards to the Board of Animal Services Commissioners. The Department will notify all proposers in writing of the General Manager's recommendation. Once the Agreement or Agreements are approved by the Board, the selected proposer will complete and submit the additional documents as required by City ordinances, and State, or Federal laws, after which the Agreement or Agreements will be forwarded to the Los Angeles City Council for final approval.

Agreements are deemed to be executed upon the date of signature, or as otherwise stipulated in the Agreement.

D. Agreement Arrangements

The proposer selected to perform the services outlined in this RFP will enter into an Agreement, approved as to form by the City Attorney, directly with the City of Los Angeles. This Agreement includes a separately-signed right-of-entry agreement providing the successful proposer with the right to gain access to enter shelters and use space as approved in the Agreement.

E. Verification of Information

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

EXHIBIT A – AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of the City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their requests to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become

due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Sections 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by

the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier of the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 2. Classroom preparation for the job when not apprenticeable;
 - 3. Pre-apprenticeship education and preparation;
 - 4. Upgrading training and opportunities;
 - 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 - 6. The entry of qualified women, minority and all other journeymen into the industry; and
 - 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors withal such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT B - BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles, Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance, has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to <http://finance.lacity.org/>, to download the business tax registration application.

MAIN OFFICE

LA City Hall 201 N. Main Street, Rm. 101 (213) 473-5901

EXHIBIT C – EQUAL BENEFITS ORDINANCE

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

EXHIBIT D – PROPOSER CHECKLIST

[This list is created by the Contract Administrator. It lists all of the documents that must be completed and returned for the RFP to be deemed responsive (complete).]

Forms Completed and included with RFP (Please Initial)	FORM/DOCUMENT DESCRIPTION
	Cover Letter (See RFP Section V. A. for greater detail)
	Evidence of Financial Capability (See RFP Section V. B. for greater detail)
	Qualifications and Experience: Staff qualifications and credentials, resumes, relevant business and shelter partnership histories (See RFP Section V. C. for greater detail)
	Description of Kiosk Operations: Business plan, kiosk design, floor plans, operating plans, outcome projections, etc. (See RFP Section V. D. for greater detail)
	Proposed Price Discounts and Other Incentives: Price discount schedules, plans to incentivize increased foot traffic/potential adoptions, stated goals (See RFP Section V. E. for greater detail)
	Product list and prices (See RFP Section V. E. for greater detail)
	Proposer Background Information Page (Attachment __)
	Administrative Requirements and Forms (See RFP Section V. G. for greater detail)
	Customer and Bank References (See RFP Section V. J. for greater detail)

EXHIBIT E – PROPOSER BACKGROUND INFORMATION FORM

Proposer's Contact Name:
Contact Title:
Mailing Address:
Location of Business (if different from mailing address):
Telephone Number:
Fax Number:
Email Address:
BTRC Number:

VIII. ATTACHMENTS

Attachments are listed on the City of Los Angeles Business Assistance Virtual Network (BAVN) at: <http://www.labavn.org/>.

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 Agreement is approved or, for successful bidders, 12 months after the Agreement is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the Agreement, 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 (provided in the Administrative Requirements and Forms Attachment) 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 Agreement, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors writing of the restrictions and include the notice in Agreements 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 Agreement, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at [\(213\) 978-1988](tel:2139781988) or <http://ethics.lacity.org>.

All agreements pursuant to this RFP will be subject to the City's Standard Terms and Conditions for Personal Service Contracts (10/03).

