

Information Technology Division

Business Process Application Support

REQUEST FOR PROPOSALS

(Modified: for Projects and/or Services \$25,000 or less)



April 5, 2011

April 5, 2011

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR BUSINESS PROCESS APPLICATION (BPA) SUPPORT

The City of Los Angeles Harbor Department (Harbor Department) invites the submittal of proposals to provide business process application support services. These services shall commence after a contract is approved by the Executive Director.

Instructions and forms to be used in preparing the proposal are found in the information included in this Request for Proposals (RFP). **If your firm cannot agree to the following requirements, exactly as set forth, please do not submit a proposal.**

As a condition for submitting a proposal, a proposer must review the Port's website www.portoflosangeles.org to:

- (i) Review the standard contract provisions for the Harbor Department. In submitting a proposal, proposer represents that it has read all of these provisions and agrees to accept these terms without change.
- (ii) Register on the Contracts Management and Outreach Database, Los Angeles Business Assistance Virtual Network (LABAVN) at www.labavn.org. All contractors and subcontractors must be registered before being awarded a contract.
- (iii) Review any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

All proposals must be received on or before 3:00 p.m. on Friday, April 22, 2011, without exception or extension of time for any reason. (See further instructions regarding submission of the proposal in Section III within the RFP.

Sincerely,



TRICIA CAREY

Contract & Small Business Enterprise Program Administrator

I. THE PROJECT

The Information Technology Division is soliciting proposals from qualified consultants to provide programming support services for the windows based business process application (BPA). The Information Technology Division is organized into six sections which include, but are not limited to, the following responsibilities:

- IT Infrastructure - Service desk, user support services, servers, storage, messaging, and computer operations;
- Applications - Billing, financial, payroll, other Harbor Department applications and databases;
- Telecommunications - Telephones, cellular services, cabling, data circuits, public address systems, and other telecommunications;
- Port Police Technology and Systems - Support for systems used by the Port Police;
- IT Security and Network; and
- IT Administration.

The duration of the contract awarded as a result of this Request for Proposal (RFP) is expected to be 4 months from the date of execution of the agreement.

The following are the goals, objectives, and items which will be part of the Scope of Work for this Project:

1. Provide personalized one-on-one functional and technical training to a few designated employees.
2. Commitment Contract information/existing from the financial systems:
 - A. Develop specs to format and obtain the output data from the financial systems into BPA system.
 - B. Generate Commitment Contracts reports as needed.
 - C. Automate Future Commitment calculation from financial systems within BPA.
3. On-call services as requested by management with a fixed hourly rate.

II. THE PROPOSAL

The Proposal should include the following items:

1. **Firm Qualifications, Experience and References:** A brief overview of your firm's and team's background which includes:
 - a. the special strengths to perform the work requested in this RFP which includes relevant experience;
 - b. past experience involving the subject matter of the Project; and
 - c. at least two client references.
2. **Project Organization, Personnel and Staffing:** A brief description of all key personnel and any technical staff (including vendors, partners, or subcontractors, if

applicable) to be involved and their relationship to the services to be provided including:

- a. their names, fields of expertise, licenses, certificates, and relevant state and local area experience;
- b. resumes of key personnel; and
- c. on-site availability for project manager as well as other staff during lifetime of Project.

3. **Project Approach, Work Plan, Management and Timeline:** Propose a work plan addressing the Scope of Work in Section I which includes the following:

- a. major tasks (and any subtasks) and the work to be conducted;
- b. Project team members or vendors who are critical to specific tasks, identifying where they will be utilized and/or committed;
- c. estimated expenses by category including the number of hours by staff level and their hourly rate; and
- d. timeline which includes a detailed project schedule that illustrates the duration of each task (and/or subtask).

4. **Rates, Fees and Budget Control:** Provide pricing and cost information for the Project which includes:

- a. hourly rates for all proposed team members and total Project costs;
- b. pricing for any proposed equipment, software, or hardware and any other related expenses for the Project; and
- c. budget control measures of your firm and proposed subconsultants.

5. **Contract Administrative Requirements:** The following must be included with your proposal:

- a. Small Business Enterprise Participation Affidavit and Contractor Description Forms: Your proposal must include the completed forms which are attached hereto as Exhibit A.
- b. Insurance Requirements: Provide a letter from your insurance carrier indicating that the insurance requirements for this Project as described in this RFP are presently part of the proposer's coverage, or that the insurance company is able to provide such coverage should the proposer be selected. The insurance carrier must be aware of the indemnification requirements also set forth in this RFP. Refer to Exhibit B for Insurance Requirements.

III. PROPOSAL SUBMISSION

Your proposal must be received on or before Friday, April 22, 2011 by 3:00 p.m. The proposal may be submitted by hand delivery, mail, fax, or electronically.

By Hand/Mail Delivery: Contracts and Purchasing Division
ATTN: Tricia Carey
REF: Business Process Application Support RFP
500 Pier 'A' Street
Wilmington, CA 90744

Fax: Tricia Carey
Contracts and Purchasing Division
(310) 513-6234

Electronically: tcarey@portla.org

PLEASE NOTE: If you choose to submit your Proposal by fax or electronically, you assume all responsibility regarding the transmission and receipt of your Proposal.

Proposers solely are responsible for the timeliness and receipt of their submittals.

By submitting a proposal, proposers certify that such proposal constitutes their full and complete written response to the RFP and evidences their acknowledgement that additional written material outside of such proposal shall not be considered by the City in connection with their RFP, unless the City provides a written request that they submit additional written materials. Absent such written request, proposers are instructed to not submit to the City written or other materials outside of the proposal, either in a subsequent interview or otherwise.

Proposers must review the Port's website www.portoflosangles.org with respect to the following:

- (1) Review the standard contract provisions for the Harbor Department.
- (2) Register on the Contracts Management and Outreach Database, Los Angeles Business Assistance Virtual Network (LABAVN) at www.labavn.org. All contractors and subcontractors must be registered before being awarded a contract.
- (3) Review any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

IV. EVALUATION PROCESS AND SELECTION CRITERA

All proposals meeting the requirements of this RFP shall be reviewed and rated by a Department evaluation committee according to the following criteria: 1) experience of the firm, 2) experience and qualifications of personnel, 3) team availability, 4) Project approach and work plan 5) rates, fees and budget control, and 6) quality and responsiveness of the proposal. A copy of the RFP Evaluation Form is attached hereto as Exhibit C.

All recommendations are subject to the approval of the Chief Information Officer and the Executive Director of the Harbor Department.

Proposers are advised that any information submitted as part of this request for proposal becomes public information and may be released without further notification. Any information that the proposer considers confidential should not be submitted with the proposal.

The right to reject any and all proposals shall, in every case, be reserved, as shall the right to waive any informality in the proposal when to do so would be to the advantage of the City.

EXHIBIT A – SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), and minority-owned business enterprises (MBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs and WBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner.

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 0%, including 0% VSBE participation.** The North American Industry Classification System (NAICS) Code for this RFP is **541511**. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$25 million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on the City's Contracts Management and Opportunities Database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Contractor Description Form is true and correct and include all material information necessary to identify and explain the operations of

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harbor Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Please indicate the ownership of your company: ☐SBE ☐VSBE ☐MBE ☐WBE ☐OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE or WBE.

Signature _____ Title _____

Printed Name _____ Date Signed _____

NOTARY

On this _____ day of _____, 20____, before me appeared

_____ to me personally known, who being duly sworn, did execute the

Name

foregoing affidavit, and did state that he/she was properly authorized by _____

Name of Firm

to execute the affidavit and did so as his or her free act and deed.

SEAL

Notary Public _____

Commission Expires _____

Contractor Description Form

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____

Contract Title: _____

Business Name: _____ Award Total: \$ _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE OBE (Please check all that apply)

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE OBE (Please check all that apply)

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONTRACTOR

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Contact Person/Title: _____

Email Address: _____

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Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE OBE (Please check all that apply)

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

Exhibit B - Indemnity and Insurance Requirements

REQUIRED AT PROPOSAL STAGE: A letter from each proposer's broker must be provided with their proposal. The letter should indicate that the requirements below are presently part of the proposer's coverage, or that the broker is able to provide such coverage should the proposer be selected. The broker must be aware of the indemnification requirements below. Proposers are not required to purchase the required insurance in order to respond, however all required insurance will need to be submitted at the time of contract award.

Indemnity

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Track4LA[®] is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Track4LA[®] include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Consultant's insurance broker or agent shall obtain access to Track4LA[®] at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Consultant's behalf.

General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars

(\$1,000,000.00) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/>.

Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than Five Hundred Thousand Dollars (\$500,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/>.

Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/>.

Professional Liability

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include

coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000.00), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

Each policy shall include a 10-days notice of cancellation for nonpayment of premium and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/>.

Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

EXHIBIT C
RFP SELECTION EVALUATION FORM

PROJECT: BUSINESS PROCESS APPLICATION SUPPORT

SCORING GUIDELINES:

Rater's Score: (Range 0-5) - 0=not included/non responsive; 1=Marginal Abilities, Serious Deficiencies; 2=Adequate with Minor Deficiencies; 3=Adequate, Standard-Acceptable; 4=Well Qualified; 5=Exceptionally Well Qualified.

Weighing Factor: A range of 1 through 6, with 1 being of relative lower importance and 6 being relative highest importance. Each number (1 through 6) may be used more than once; however, in establishing weights, the total of all the weighing factors (A –E) must equal 20. Example: 3+2+6+4+5=20 or 3+3+3+6+5=20

Weighted Score= Rater's Score multiplied by (x) Weighing Factor. Totals should be calculated for each criterion.

Total score = Sum of all weighted scores.

Firm Name	Evaluated by	Date

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
A. Firm Qualifications, Experience and References	How long has the company been in business? Has the company done similar work? Level of expertise in subject matter areas?		5	
B. Project Organization, Personnel and Staffing	Qualification and experience of proposed personnel for requested services? On-site availability of team and project manager? Locally based firm or team?		4	
C. Project Approach, Work Plan, Management and Timeline	Quality of proposed work plan to meet project requirements? Quality of project management and timeline?		5	
D. Rates, Fees and Budget Control	Competitive rates and fees proposed? Are proposed budget management, fees and staff hours proposed and clearly defined?		3	
E. Quality and Responsiveness of the Proposal	Is the proposal clear and understandable? Does the proposal meet all of the RFP requirements?		3	
	Maximum points possible=100		A+B+C+D+E=20	Total Points=