CITY OF LOS ANGELES
PERSONNEL DEPARTMENT

REQUEST FOR PROPOSALS

Workers' Compensation Medical Bill Review, Cost Containment, and Managed Care Services Program

RFP #:	24-05
Advertise Date:	Wednesday, February 28, 2024
Mandatory Pre-Proposal Conference:	Wednesday, April 3, 2024 from 10:00 AM to 11:00 AM (Pacific Time) via Google Meets Google Meets Link to Join: meet.google.com/ypg-bbmf-psf Join by Phone: Dial: (US) +1 601-861-4184 and enter PIN: 772 478 981#
Business Inclusion Program Outreach Deadline:	Wednesday, May 8, 2024 at 11:59 PM (Pacific Time)
Proposals Due:	Thursday, May 23, 2024 at 4:00 PM (Pacific Time)
RFP Administrator:	Michael Daco per.contracts@lacity.org

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SOLICITATION SCHEDULE

Date	Time (Pacific Time)	Event
Wednesday, 02/28/2024	-	This solicitation document released on www.RAMPLA.org
Tuesday, 03/12/2024	2:00 PM	Deadline for receiving written questions for the mandatory pre-proposal conference
Wednesday, 04/03/2024	10:00 AM	**Mandatory Pre-Proposal Conference** • Registration is not required but highly recommended • To register, email the RFP Administrator at per.contracts@lacity.org. Provide your firm's name and the names of each attendee who will be attending. Google Meets Link to Join: meet.google.com/ypg-bbmf-psf Join by Phone: Dial: (US) +1 601-861-4184 and enter PIN: 772 478 981#
Wednesday, 04/10/2024	4:00 PM	Deadline for receiving written questions regarding the solicitation
Wednesday, 05/08/2024	11:59 PM	Business Inclusion Program (BIP) deadline for Proposers to issue written solicitations to subcontractors on www.RAMPLA.org. To avoid the risk of late submission, this step must be completed by **Wednesday, May 8, 2024** at 11:59 p.m. Pacific Time.
Thursday, 05/23/2024	4:00 PM	Proposals due
Friday, 05/24/2024	4:30 PM	BIP Summary Sheet due on www.RAMPLA.org
August 2024	-	Target for Proposer selection and beginning of contact negotiations
November 2024	-	Target for contract execution
April 2025	-	Target for commencement of services

END OF SECTION

ACRONYMS AND DEFINITIONS

The following terms may or may not be used in this solicitation, but represent those most commonly used.

Addendum/Addenda: A written change, addition, alteration, correction, or revision to a solicitation document. Addendum/Addenda may be issued following a pre-proposal conference or as a result of a scope of work change in the solicitation.

Agreement: The contract to be entered into between the City and the selected contractor(s).

BCA: Bureau of Contract Administration

BIP: Business Inclusion Outreach Program

BTRC: Business Tax Registration Certificate

City: The City of Los Angeles.

Contract: S*ee Agreement.*

Contractor: The individual, partnership, corporation, or other entity to which the agreement is awarded.

DBWCO: Disclosure of Border Wall Contracting Ordinance

Department: The City's Personnel Department

DVBE: Disabled Veteran Business Enterprise

EBE: Emerging Business Enterprise

EBO: Equal Benefits Ordinance

Effective Date: The date of the City Attorney's signature on the agreement as to form, after Department and Contractor have signed.

FCIHO: Fair Chance Initiative for Hiring Ordinance

FSHO: First Source Hiring Ordinance

General Manager: The General Manager of the Personnel Department.

Informalities/Irregularities: A submission of a proposal which contains minor defects or variations from the exact requirements of the solicitation that do not affect price or other mandatory requirements. Generally a matter of form rather than substance. Following legal review may sometimes be corrected within a certain time period.

LBE: Local Business Enterprise

LWO: Living Wage Ordinance

MBE: Minority Business Enterprise

Milestone Payments: Payments made pursuant to the successful completion of predetermined work that are deemed significant indicators of progress toward contract completion.

Notice to Proceed (NTP): A document issued by the City to the contractor authorizing work to be performed in accordance with the contract.

OBE: Other Business Enterprise

Partial Payments: Payments that permit the contractor to invoice at intervals to coincide with the delivery and acceptance of incremental supplies and/or services.

Progress Payments: A timed sequence of payments made over the life of a contract allowing the contractor to submit invoices for payment as progress is made in performing the work described in the contract. Payments are not tied to the delivery and acceptance of incremental supplies and/or services.

Proposal: A document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiation to enter into a contract.

Proposer: A business entity or individual that plans to or has submitted a proposal in response to a solicitation, but has not yet entered into a contract.

RAMPLA: Regional Alliance Marketplace for Procurement

Responsive Proposer: A business entity or individual who has submitted a proposal that fully conforms in all material respects to the solicitation and all of its requirements, including all form and substance.

RFB: Request for Bids

RFP: Request for Proposals

RFQ: Request for Qualifications

SBE: Small Business Enterprise

Scope of Work: The written description of the conceptual requirements of the services that will be performed under the contract.

SDO: Slavery Disclosure Ordinance

Solicitation: A Request for Information, or Quotes document, used to obtain information or quotes, respectively; or a Request for Proposals, or Qualifications document, use to obtain proposals or qualifications, respectively, for the purpose of entering into a contract.

SOQ: Statement of Qualification

Statement of Work: The very specific way, as outlined in the Proposer's proposal and resultant contract, as to how the Proposer proposes to complete the work as outlined in the Scope of Work. It defines what will be done, how, when, by whom, and cost factors.

Task Order Contract: A contract for supplies or services that provides for the issuance of orders for services or supplies during the contract period by issuing a task order solicitation.

TOS: Task Order Solicitation

WBE: Women Business Enterprise

END OF SECTION

PART 1—PROJECT OVERVIEW, TERM, EVALUATION

A. Overview of Office Seeking Services.

The City of Los Angeles Personnel Department, Workers' Compensation (WC) Division operates and monitors a complete permissibly self-insured workers' compensation program ensuring the full provision of benefits under the law to employees whose injuries arose in the course and scope of employment. This program oversees the administration of approximately 16,000 workers' compensation claims.

Currently, the City of Los Angeles utilizes a combination of in-house staff and contracts with private firms for the administration of workers' compensation claims. These firms are called workers' compensation third party administrators. The WC Division provides continuous on-site workers' compensation third party administration contract monitoring. Additionally, the WC Division provides customer service designed to assist injured workers and departments to resolve workers' compensation claim issues by providing subject matter expertise.

B. Overview of Project.

The City of Los Angeles is self-insured for all of its workers’ compensation obligations. The City currently has over 46,000 employees and in FY 2022-23, 6,949 new claims were reported. With the exception of the Department of Water and Power, the administration of approximately seventy-eight percent (78%) of civilian claims is performed through the Personnel Department’s Workers’ Compensation Division. The administration of sworn claims (Police and Fire), conflict claims, and approximately twenty-two percent (22%) of civilian claims is performed by two (2) Third Party Administrators (TPA). As of July 1, 2023, there are 15,375 claims of which 5,143 are attributed to civilian, 6,443 to Police sworn, and 3,789 to Fire sworn employees.

In Fiscal Year 2022-23, the City spent approximately $237 million in workers’ compensation benefits and costs. Based upon current experience and actuarial projections, the City’s workers’ compensation costs will be approximately $245 million in Fiscal Year 2023-24. The City of Los Angeles is searching for a Contractor(s) that will assist in achieving substantial cost savings and medical management.

This Request for Proposals (RFP) is being issued to seek Proposals for the continuation of workers’ compensation medical bill review, cost containment, and managed care services. In contract year 2022-23, over 292,000 medical bills (excluding duplicates) for total charges of approximately $386 million were processed.

C. Scope of Work.

The City anticipates that the successful Contractor(s) will provide, at minimum, the following services in relation to workers’ compensation medical bill review, cost containment, and managed care services:

- Control costs in the Workers’ Compensation Program by providing integrated medical cost containment services in the following areas:
    1. Medical Bill Review
    2. Preferred Provider Organizations (PPOs)
    3. Medical Provider Networks (MPNs)
    4. MPN Point of Entry Clinics (POE)
    5. Pharmacy Benefits Management (PBM) Program
    6. Physical Medicine Network

    7. Utilization Review (UR)

- Contractor will be required to be educated in the City's Mandatory Return-to-Work Program and assist the City in its return-to-work efforts by providing prompt, clear work restrictions and promoting timely return to work.
- Integrate the bill review system and other necessary system(s) with the current City system(s) and other vendor systems in an efficient and seamless process. All bids must indicate if this integration is currently functional or will need to be developed.
- Integrate the bill review system and other necessary system(s) with the new or updated City system(s) if and when this occurs. The City currently uses Claims Enterprise for claims administration and document management (see Part 7, Appendix 4, "Systems Handout" for further details). The City may, at its discretion, replace or update Claims Enterprise. If and when this occurs, the Contractor(s) will assist the City in the implementation of the new or updated system(s) to ensure a smooth transition. Contractor(s) must be able to integrate with the current and new or updated system(s) at no cost to the City.
- Abide by the City's Managed Care Program as described below.

  - ➢ The City's Managed Care Program is designed to:
    1. Protect the health and safety of City employees.
    2. Provide immediate and appropriate quality medical care.
    3. Return injured workers to duty in a productive and timely manner.
    4. Provide these benefits at a reasonable cost to the City.
    5. Ensure compliance with all applicable State Workers' Compensation Laws.
    6. Prevent Fraud.
    7. Increase the efficiency of the Workers' Compensation Analyst.

  - ➢ The City's Managed Care program includes the following service providers:
    1. Medical Provider Network (MPN)
    2. Preferred Provider Organization (PPO)
    3. Physical Medicine Network
    4. Pharmacy Benefit Management (PBM) Program
    5. Utilization Review (UR)
    6. Workers' Compensation (WC) Managed Care Provider Panel (MCPP) – City selected providers who deliver services and/or supply equipment such as, durable medical equipment (DME), radiology, nurse case management, home health, transportation, translation, ergonomic, hearing aids or other services.

       WC MCPP are vendors who have direct contracts or agreements with the City. Contractor is responsible for providing maximum discounts which include setting allowances for each bill to amounts in accordance with MCPP agreed pricing.

  - ➢ Contractor will oversee and be responsible for Managed Care service providers who are expected to achieve the goals of the City's Managed Care Program which include:
    1. Savings below the State Fee Schedule.
    2. Immediate delivery of care to the City's injured workers.
    3. Direct electronic billing from all Managed Care service providers to

Contractor for bill review.
4. Immediate and timely scheduling of medical services and delivery of quality care.
5. Administering the City's Prior Authorization Program.
6. Reducing paperwork associated with treatment requests and allowing treating physicians to spend more time caring for the City's injured employees.
7. Improving claims management through decreased paperwork, electronic billing, and automated processes.

- Provide services in accordance to the City's Prior Authorization Program (PAP), which the City implemented on July 1st, 2010, pursuant to authorization by the State of California Workers' Compensation Division. This Program allows providers in the City's MPN to send injured workers to the City's Managed Care Providers for routine medical procedures on a pre-approved basis. Since prior authorization is not required, wait times associated with the Utilization Review or analyst-approval process is avoided, allowing services to be rendered immediately.
    - ➢ The current City of Los Angeles' Prior Authorization Program includes the following:
        1. Up to 12 Physical or Occupational Therapy Sessions
        2. Up to 12 Chiropractic or Acupuncture Sessions
        3. Routine Office Visits and Follow Ups
        4. Specialty Referral
        5. Initial MRI or CT Scan
        6. Electromyography/Nerve Conduction Studies (EMG/NCS)
        7. Plain View X-Rays
        8. 90 days prescription drugs in accordance with the Medical Treatment Utilization Formulary
        9. Non-surgical basic Durable Medical Equipment: Splints (off the shelf), crutches, braces (off the shelf), canes, walkers, standard wheelchair rental, walking boots, slings, hot and cold packs
        10. Up to 6 Psychological Visits for an accepted psych claim
        11. Corticosteroid Injections (Non-diabetic patients)
            a. Elbow: Up to 3 injections in cases of severe pain from epicondylitis. Improvement must be shown after initial injection.
            b. Knee: Up to 3 injections if the patient has osteoarthritis. Improvement must be shown after initial injection.
            c. Shoulder: Up to 3 injections if the patient has rotator cuff disease. Improvement must be shown after initial injection.
            d. Fingers: Up to 3 injections for Trigger Finger. Improvement must be shown after initial injection.
        12. Other Services
            a. Tetanus Shot if over 10 years from the last injection
            b. Blood Tests (Complete Blood Count [CBC] and/or Basic Metabolic Panel [BMP]), Urinalysis (UA), Chest X-Ray (CXR), and Electrocardiogram (EKG) only if heart claim.
- Provide any additional cost saving ideas and proposals.
- Contractor will also be responsible for protecting the confidentiality and maintaining the security of all confidential information in its possession by implementing and maintaining adequate and necessary security systems, along with policies and protocols to provide

the highest reasonable level of safety and security of the confidential information. In the event of a security or data breach, the Contractor must have in place an emergency response plan. The Contactor must, if there is a breach of its security system and confidential information is accessed or believed to have been accessed, include the information in Civil Code Section 1798.82(d)(3) in the required notification of a breach and indemnify the City against any losses in connection with the data breach, In addition, the Contractor will also be required to demonstrate its protection and remediation plan, including but not limited to the purchase of credit protection service(s) for impacted participants.

D. Minimum Qualifications.

Proposers who meet the minimum qualifications below are invited to submit a proposal in accordance with the requirements stated in this RFP.

1. Proposer and subcontractors must have a minimum of 5 years' experience providing the respective services listed in this RFP.
2. Proposer should clearly demonstrate that they have the experience and expertise necessary to perform the services in this RFP. This includes integrating their bill review system with Managed Care Provider systems, managing subcontractors, and ensuring all contract requirements are met or exceeded.
3. Proposer must have an advanced, reliable and efficient bill review system with the ability to incorporate all services in this RFP and comply with all contract requirements including the enforcement of contracted Managed Care service provider fees Workers' Compensation (WC) Managed Care Provider Panel (MCPP) fees, other City vendor pricing, the City's Prior Authorization Program (PAP), and ensuring only authorized services are paid at maximum savings.

E. Contract Term and Option to Renew.

The term of any contract(s) awarded pursuant to this solicitation shall be for a period of up to 3 years. The City may extend the term of the contract in accordance with the City Charter and Los Angeles Administrative Code provisions.

F. Evaluation of Proposals.

Proposals received by the submission deadline will be evaluated as outlined below.

1. Level One Evaluation – City Contract Compliance Documents Review.

Proposals will be reviewed to determine completeness of required documentation and compliance with the City's general contracting requirements (see Part 4). Proposers that fail to submit or complete required documentation and/or satisfactorily comply with the City's requirements may be deemed as non-responsive, eliminated from further consideration, and not proceed to the Level Two evaluation process. In some cases, a grace period may be established to allow all Proposers a second-chance submission period for missing or incomplete required documentation (informalities/irregularities). Failure to meet the second-chance grace period deadline will result in the proposal being deemed non-responsive. Proposers will be notified via email regarding the results of the Level One evaluation.

2. Level Two Evaluation – Proposal Evaluation.

A Proposal Evaluation Committee will be assembled to evaluate and score the proposals and generate recommendations for selection to the General Manager of the Personnel Department. All written responses to the RFP questionnaire in Part 2 of this solicitation document will be considered and evaluated. The award of the contract is subject to successful negotiation of the terms and conditions of a contract.

3. **Evaluation Criteria.**
Evaluation of proposals will be based on the following categories and the weights associated with each factor:

EVALUATION FACTOR	% OF TOTAL
ORGANIZATIONAL STRENGTH AND RELIABILITY	
Background	10%
Financial Strength	
Business Continuity	
Regulatory and Contractual Actions	
ORGANIZATIONAL QUALIFICATIONS	
Organizational Experience	25%
Qualifications of Key Proposer Personnel	
Client References	
City’s Contracting Terms and Standard Provisions	
MEDICAL BILL REVIEW, COST CONTAINMENT, AND MANAGED CARE SERVICES PROGRAM EXPERIENCE AND DEPTH OF SERVICES	
Workers’ Compensation Program	45%
Bill Review	
Preferred Provider Organization (PPOs) Network	
Medical Provider Network (MPN)	
Medical Provider Network (MPN) Point of Entry (POE) Clinics	
Pharmacy Benefits Management (PBM)	
Physical Medicine Network	
Utilization Review (UR)	
Electronic Data Interchange (EDI) and Information Management Requirements	
Reports	
Quality Control Program	
Implementation Requirements	
FEES AND GUARANTEES	
Program costs with best overall value to the City	20%
Performance and/or quality assurance guarantees	
TOTAL	**100%**

a. **Selection of Proposer.**
The Proposer with the highest score, based on the RFP evaluation criteria, and who also satisfies all City contracting requirements will be recommended for selection. Selection is not restricted to the lowest cost offer or bid. Should contract negotiations not be successful with the initially selected Proposer, the City may, based on its exclusive discretion, negotiate with the next most qualified Proposer.

4. **Evaluation of Written Responses to RFP.**
The City will evaluate each Proposer’s written responses to the RFP questionnaire in Part 2 of this solicitation document and outlined in further detail below.

a. **Organizational Strength and Reliability.**

The City will evaluate each Proposer's organizational background, financial strength, and business continuity, including, but not limited to, business organizational structure, revenue and net profits, staff qualifications and turnover, each Proposer's status as to client legal actions, contract terminations, bankruptcy filings, conflicts of interest, and other factors to assess how organizations are resourced to be long-term viable partners with the City in providing the specific services included within this RFP.

b. Organizational Qualifications.
The City will evaluate each Proposer's capability to meet the terms of this solicitation, such as the Proposer's organizational experience and ability to accomplish the work within the time frame described in the RFP, plus the related studies or projects recently completed by the Proposer's organization which demonstrate expertise in accomplishing similar work. The qualifications of proposed staff will be evaluated in terms of their previous and current experience and capabilities. Finally, the Proposer will be evaluated based on its capability to meet the terms of this solicitation including the City's contracting requirements and on demonstrated expertise in performing and accomplishing similar work as evidenced by client reference checks.

c. Medical Bill Review, Cost Containment, and Managed Care Services Program Experience and Depth of Services.
The City will evaluate each Proposer's experience and depth of services as follows and further described in the Scope of Services section of this RFP.

- Ensuring immediate, high quality, and cost effective medical services are provided to the City's injured employees
- Controlling costs in the City's Workers' Compensation Program
- Integrating all systems to ensure an efficient and seamless process for all City workers' compensation stakeholders
- Acting in accordance with the City's Managed Care Program
- Administering the City's Prior Authorization Program
- Assisting with the City's Return-to-Work Program

d. Fees and Guarantees.

- **Program Cost.**
  The City values proposals that include reasonable, cost-effective, and competitive fees to perform the services described in this RFP. This provides the City with certain degree of clarity as it plans for and projects its future costs. As such, the City welcomes fixed fee proposals which are inclusive to the highest degree possible of all actual or potential costs, and do not include a high risk of fee inflation.

  All Proposers must submit a comprehensive list of all proposed fees in accordance with Part 7, Appendix 7, "Pricing Methodology". All fees that will or may apply are required to be disclosed. The proposed fees submitted by the Proposer for providing the services described in this RFP shall constitute a firm and fixed offer to the City that will remain open and valid for a minimum of 12 months from the submission deadline, with the understanding that the City retains the right to negotiate the proposed fees and is not bound to accept the fees set forth in a proposal.

As noted above, the City will consider Proposals of reasonable fees but reserves the right to negotiate fees after the contract is awarded and prior to contract execution.

- **Guarantees.**
  The City will also be evaluating the Proposer’s proposed performance and/or quality assurance guarantees, with a focus on measurable goals that are meaningful, measurable, and relate to the core mission and objectives that have been identified in this RFP.

END OF SECTION

PART 2—REQUIREMENTS OF PROPOSAL DOCUMENT

A. Adherence to Proposal Format, Organization, and Content.

Proposals must be based only on the material contained in this solicitation document, pre-proposal conference responses, amendments, addenda, and other material published by the City relating to this solicitation. The Proposer must disregard any previous solicitation draft material. Proposals must be submitted in accordance with the requirements set forth in this solicitation document. Failure to adhere to this format may result in the proposal being deemed as non-responsive.

B. Mandatory Pre-Proposal Conference.

A mandatory pre-proposal conference will be held to provide information regarding the RFP, City administrative contracting requirements, and to respond to questions from Proposers. The pre-proposal conference will be held virtually. Please see below for online meeting details. Dates and times are subject to change based on addenda issued and posted on RAMPLA.

- **Date and Time**
  Wednesday, April 3, 2024 from 10:00 AM to 11:00 AM (Pacific Time)

- **Online Meeting Details**
  Topic:
  2024 Workers' Compensation Medical Bill Review, Cost Containment, and Managed Care Services Program RFP Mandatory Pre-Proposal Conference

  Google Meets Conference Information:
  Link: meet.google.com/ypg-bbmf-psf

  Instructions for access (Computer):
  Type the link above in your web browser. No password is required to join. You will then be admitted into the webinar.

  Instructions for access (Phone):
  Dial: (US) +1 601-861-4184 and enter PIN: 772 478 981#
  After you enter the PIN, you will then be admitted into the webinar.

- **Questions**
  Proposers may submit questions in writing prior to the pre-proposal conference in accordance with the deadline noted in the solicitation schedule. Additional questions may be accepted and addressed at the pre-proposal conference. However, certain responses may be deferred and posted online as addenda to the RFP at a later date. Responses to all written questions received will be posted as addenda to the RFP.

- **Registration**
  Proposers are encouraged to register for the pre-proposal conference. Registration is not required but highly recommended. To register for the pre-proposal conference, please email the RFP Administrator at per.contracts@lacity.org. Provide your firm's name and the names of each attendee in your firm who will be attending the pre-proposal conference.

- **Attendance**
  Attendance at the pre-proposal conference is MANDATORY for all firms wishing to submit a proposal as a prime contractor. The pre-proposal conference is not mandatory for subcontractors. **Attendance will be confirmed at the beginning and end of the pre-proposal conference either via the chat feature, video/audio roll call, or other means during the meeting that is most appropriate, practical, and feasible.** Failure to attend and remain through the end of the pre-proposal conference will result in your firm being deemed non-responsive and ineligible to submit a proposal in response to this RFP. Proposals submitted by firms that do not attend the pre-proposal conference will be considered non-responsive and will be rejected.

- **Accommodations**
  As covered under Title II of the Americans with Disabilities Act, the City does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposals, programs, services, and activities. If an individual with a disability requires accommodations to attend the pre-proposal conference, please contact the RFP Administrator at least five (5) business days prior to the scheduled event.

C. Best Offer.

The City intends to award a contract, in a form approved by the City Attorney, to the selected Proposer. A proposal shall include the Proposer's best terms and conditions. Submission of the proposal shall constitute a legally binding offer to contract with the City that will remain open and valid for a minimum of twelve (12) months from the proposal submission deadline.

D. Requirements for Proposal Submission.

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond what is sufficient to provide a complete and accurate presentation. Proposals must be submitted in accordance with the format set forth in this section. Failure to adhere to the following format may deem the proposal as non-responsive and result in the proposal being eliminated from further consideration.

1. **Table of Contents.**
   A clear identification of the materials by section and page number.

2. **Cover Letter.**
   The proposal shall contain a maximum two-page cover letter that includes the following:

   - Solicitation title.
   - RFP number.
   - Date of submission.
   - Company legal name.
   - Company doing business as name.
   - Type of legal entity (e.g., Corporation, Limited Liability Company, Joint Venture, Partnership, etc.).
   - Headquarters mailing address.
   - Local office mailing address servicing this account (if applicable).
   - Name, title, address, telephone number, and email address of the person(s) who will be authorized to represent the Proposer regarding all matters related to the proposal.
   - The name, title, address, telephone number, and email address of the person(s) who

will be authorized to represent the Proposer regarding all matters related to any contract subsequently awarded to the Proposer.

- A short description of your organization, the business(es) in which it engages, and the services it provides.

This letter shall be signed by any person(s) authorized to bind the company to all commitments made in the proposal.

The address provided in the proposal response will be considered the legal address of the Proposer and will be changed only by written notice to the City. The Proposer will supply an address to which certified mail can be delivered. The delivery of any communication to the Proposer personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Proposer at such address, will constitute a legal service thereof.

3. **Proposer Signature Declaration Page.**
In your proposal, include a written acknowledgement of the following with a signature submitted on behalf of the Proposer by an officer authorized to bind the Proposer to the proposal. Failure to include written acknowledgement of the following may result in the proposal being deemed as non-responsive and eliminated from further consideration.

> *"The undersigned hereby offers and agrees to furnish the services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFP document and any written exceptions in the offer accepted by the City. This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.*
>
> *By submitting a proposal, we acknowledge and agree to the following: (1) receipt of and agree that the proposal is based on the RFP and any identified amendments and/or addenda (amendments and/or addenda are posted on this solicitation's RAMPLA webpage); (2) failure to indicate receipt of amendments and/or addenda may result in the proposal being deemed as non-responsive; (3) to constitute a responsive proposal all pages of the proposal questionnaire and required forms must be submitted.*
>
> *Under penalty of perjury under the laws of the State of California that the proposal is true and correct and the Proposer agrees to the terms and conditions in the proposal."*

To constitute a responsive proposal, all pages of the proposal questionnaire and required forms must be submitted.

4. **Proposal Questionnaire.**
The questions included in this RFP are intended to solicit important background information about your firm and fully disclose the data points upon which Proposers will be evaluated. The City is not evaluating firms utilizing any information other than what is

outlined within this RFP. Responses to this section along with documents required to be submitted pursuant to Part 4 of this RFP are necessary for the proposal to be considered responsive.

Please follow the below instructions for completing the Proposal Questionnaire:

- Do not alter the questions or question numbering.
- Complete all appropriate sections of the questionnaire.
- To obtain an electronic version of the questionnaire, please contact the RFP Administrator. When providing narrative responses in the Excel questionnaire document, do not include any images, graphics, or charts. However, you may include images, graphics, or charts in a separate attachment to your proposal.
- Provide an answer to each question even if the answer is "not applicable" or "unknown."
- Answer the question as directly as possible.
- If the question asks, "How many…" provide a number.
- If the question asks, "Do you…" indicate "Yes" or "No" followed by a concise narrative explanation to clarify.
- Be concise in your response. Use bullet points as appropriate.
- Do not respond to a question solely by referring to a document or material that is not otherwise included within your proposal. If referring to such documents or materials, you are nevertheless responsible for summarizing the content in order for you to be deemed responsive with respect to that question.
- Referring the reader to attachments for further information should be avoided or used on a limited basis. Any response that does not directly address the question, but only contains marketing information, will be considered non-responsive.

a. Proposal Questionnaire (Part I) – Required, Non-Rated Questions.

<table>
<tr><td colspan="3">RFP #24-03
CITY OF LOS ANGELES
WORKERS' COMPENSATION MEDICAL BILL REVIEW, COST CONTAINMENT, AND MANAGED CARE SERVICES PROGRAM
PROPOSAL QUESTIONNAIRE (PART I) – REQUIRED, NON-RATED QUESTIONS</td></tr>
<tr><td colspan="3">Please complete the entire Questionnaire and include it with your RFP proposal. The City will provide the questionnaire in a Microsoft Excel format for you to use. Make sure you enter information into ALL cells designated for responses. If the question does not apply, enter "N/A" into the cell. Do NOT leave any empty cells. Do NOT add columns, rows, or cells to the questionnaire format. If you have any questions regarding this form, contact the RFP Administrator.</td></tr>
<tr><td colspan="3">Responses to the following are required for your proposal to be considered responsive, but will NOT be rated.</td></tr>
<tr><td colspan="2">QUESTIONS</td><td>ENTER RESPONSES IN THIS COLUMN</td></tr>
<tr><td colspan="3">CONTACT INFORMATION</td></tr>
<tr><td rowspan="3">1</td><td>Name of Company;</td><td rowspan="3"></td></tr>
<tr><td>Person Authorized to Submit Proposal:</td></tr>
<tr><td>Title of Person Authorized to Submit Proposal:</td></tr>
</table>

	Business Address: (Company Office to Service Account)	
	Type of Legal Entity: (Corp, LLC, Partnership, etc.)	
	Business Telephone Number:	
	Email Address:	
	Company Website:	
COMPANY INFORMATION		
2	Annual revenues:	
3	Date company was established and location of entity when established:	
4	Total number of employees:	
5	Total number of employees in the City of Los Angeles:	
6	Total number of employees in the County of Los Angeles:	
7	Number of employees reported in whose exclusive, primary work location is in the County of Los Angeles:	
8	Number of employees providing services for this contract:	
REQUIRED DOCUMENTATION & DISCLOSURE		
9	**City Business Tax Registration Certificate or Proposer Registration Number** • Indicate your City Business Tax Registration Certificate (BTRC) or Proposer Registration Number, if available. A license or registration number is not required for your proposal, but will be required prior to execution of a contract. • To obtain a BTRC or Proposer Registration Number, call the Office of Finance at (844) 663-4411 and pay the respective business taxes. The address is as follows: City of Los Angeles, Office of Finance City Hall, Room 101 200 North Spring Street Los Angeles, CA 90012 Website: https://finance.lacity.gov/	
10	**State of California Board of Equalization Permit** Indicate your State of California Board of Equalization Permit Number, if applicable. If you do not have this permit, please make a statement to this effect.	
11	**Insurance** The City is estimating that the following insurance coverage types will apply to this contract: • Automobile Liability – $1,000,000 • Workers Compensation – $1,000,000 • General Liability – $1,000,000 per occurrence; $2,000,000 aggregate • Professional Liability – $25,000,000 ➢ Errors and Omissions ➢ Cyber Liability ➢ Data Breach	

	• Crime Insurance – $1,000,000 • Performance Bond – $2,000,000 Please verify that you will be able to meet the required coverage levels and that you will submit proof of such pursuant to Appendix 2 attached to this RFP as a condition of execution of any final contract (see Part 7, Appendix 2, “Required Insurance and Minimum Limits” for further details). Note that if the Proposer is a sole proprietorship or an owner operated business with no employees, the Proposer can sign the City’s waiver of worker’s compensation coverage requirements. General Liability can also be obtained through the City’s SPARTA program for small contractors. Links to the City’s waiver form and SPARTA program from the City’s Risk Management website are provided as follows: http://www.2sparta.com http://cao.lacity.org/risk/waivewc.pdf	
12	**Lobbyist Disclosure** Disclose any: (1) arrangements your company has with any lobbyists and/or agents representing your company; and (2) any arrangements your company has with any unrelated individual or entity with respect to the sharing of any compensation, fees, or profit received from or in relation to the proposing company being awarded a Contract with the City. If any such arrangements exist, describe the nature of the relationship and the manner in which compensation or fees would be shared.	
13	**Endorsement Disclosure** Disclose any financial relationship your company has with any union, organization or association in conjunction with an endorsement. Provide details regarding the relationship, including any benefit that will be recognized by the union, organization or association in the event your company is awarded a Contract with the City.	
	Confidentiality Disclosure Proposals may contain technical, financial, or other data whose public disclosures could cause substantial injury to the Proposer’s competitive position or constitute a trade secret. To protect such data from disclosure, the Proposer should specifically identify the pages of the proposal that contain confidential information by properly marking the applicable pages and inserting the following notice on the page: “***NOTICE***: *The data on the pages of this proposal identified by an asterisk (*) or marked along the margin with a vertical line, contain information which are trade secrets and/or whose disclosure would cause substantial injury to the Proposer’s competitive position. The Proposer requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent that the City determines under federal, state, and local law*.”	

14	The Proposer must include one redacted copy of the proposal with the confidential material blacked out or removed from the text so that one copy is available as public material. In accordance with the Public Records Act, this information may, upon request, be released to the public (see additional information in question 15). The City assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked data are requested, the Proposer will be advised of the request and may expeditiously submit to the City a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the City in making its determination as to whether disclosure is proper under federal, state, and local law. The City will exercise care in applying this confidentiality standard, but will not be held liable for any damage or injury that may result from any disclosure that may occur. The Proposer agrees to assume and pay for all costs incurred by the City, including attorney fees awarded by the court, and defend and indemnify against all claims if the Proposer requests the City to resist disclosure of material provided to the City by the Proposer.	
15	**<u>Property of the City and CA Public Records Act Disclosure</u>** All proposals submitted in response to this solicitation will become the property of the City of Los Angeles and subject to the CA Public Records Act (California Government Code Section 6250 et seq.). The Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure under the Public Records Act. The City Attorney will make an independent determination regarding whether the identified information is disclosable. In the event a Proposer claims such an exemption, the Proposer is required to state the following: *"The Proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose trade secrets or other proprietary information to any person making a request therefore."* Failure to include such a statement will constitute a waiver of a Proposer's right to exemption from this disclosure.	
16	**<u>Subcontracting</u>** If any portion of the Contract is to be subcontracted, it must be clearly set forth as to the part(s) to be subcontracted, the reasons for the subcontracting and a listing of subcontractors. For each subcontractor proposed, provide the following information: • Name of Subcontractor • Subcontractor's Contact Name	

	• Contact Title • Contact Phone Number • Mailing Address • Location of Business (if different from mailing address) • Business Telephone Number • Subcontractor’s registration # and/or license #, if applicable • Description of Work to be Subcontracted • Reason for Subcontracting • Percent of Total Contract to be Subcontracted & Dollar Amount • Relevant work experience in years and level of responsibility • Experience in number of years that your firm has worked with the Subcontractor providing these services • If subcontractor is a MBE, WBE, LBE, SBE, EBE, or OBE • If subcontractors will not be utilized, so indicate	
ADDITIONAL INFORMATION		
17	Provide any additional information your firm believes is essential for the evaluation of your proposal. If there is no additional data your company wishes to present, state the following: “There is no additional data we wish to present.”	

b. Proposal Questionnaire (Part II) – Required, Rated Questions.

RFP #24-03 CITY OF LOS ANGELES WORKERS’ COMPENSATION MEDICAL BILL REVIEW, COST CONTAINMENT, AND MANAGED CARE SERVICES PROGRAM PROPOSAL QUESTIONNAIRE (PART II) – REQUIRED, RATED QUESTIONS		
Please complete the entire Questionnaire and include it with your RFP proposal. The City will provide the questionnaire in a Microsoft Excel format for you to use. Make sure you enter information into ALL cells designated for responses. If the question does not apply, enter “N/A” into the cell. Do NOT leave any empty cells. Do NOT add columns, rows, or cells to the questionnaire format. If you have any questions regarding this form, contact the RFP Administrator.		
Responses to the following questions are required for your proposal to be considered responsive and will be used to rate your proposal.		
QUESTIONS		**ENTER RESPONSES IN THIS COLUMN**
ORGANIZATIONAL STRENGTH AND RELIABILITY		
BACKGROUND		
1	Please provide an overview of your organization and organizational structure. Include the name of your parent company (if you have one), the nature of its business, the name of your company, the length of time your firm has been providing the broad range of services included within this procurement, headquarters, number of clients and	

	employees, and geographic service area.	
2	Provide a comprehensive list of your company office locations in order of the following: 1) Los Angeles area offices, 2) California area offices, 3) United States offices, and 4) offices abroad. Identify which locations will be used to manage services under this contract, and the extent of services to be performed at each location.	
3	Indicate the total number of employees in your firm and staff turnover rate as of December 31 for the last three calendar years.	
FINANCIAL STRENGTH		
4	Please provide your company's revenues and net profits for the last three calendar years.	
5	Please provide your company's revenues and net profits for providing the range of services included in this procurement for the last three calendar years.	
BUSINESS CONTINUITY		
6	Is your company a subsidiary or affiliate of another company? If yes, describe the nature of the business of the parent firm. Provide full disclosure of all direct or indirect ownership. Indicate what percentage of the total company revenues your company represents for each of the last three calendar years.	
7	What is the last date when your organization had a change in its business structure, whether through an acquisition or divestiture or through an alliance arrangement? If applicable, how did this change in business structure affect how you provide the services which are the subject of this RFP?	
8	Describe any pending agreements to merge or sell your company or any portion thereof, or your parent company; or any pending or anticipated plans to reorganize your company within itself or as part of the larger organization of which your company is a part.	
9	Describe any change in senior management (including CEO, CFO, CIO, or other executive management) in the last five years. Indicate the average tenure (in years) of senior management.	
10	Please provide a summary of your organization's strategic plan, including how you control/manage the growth of your business.	
REGULATORY AND CONTRACTUAL ACTIONS		
11	Has your company been the subject of any complaint filed with any state or federal regulatory agency or office in the past five years? Has your company ever had a license to do business, an agent/broker license or any other insurance license revoked or suspended? Has your company ever been reprimanded or otherwise cited by a	

	licensing agency? If any of these apply, please describe fully.	
12	Are there any outstanding legal actions pending against your organization? If so, please explain the nature and current status of the action(s) to the extent possible. What guarantees can you provide that these actions will not disrupt your business operations or impact the City's account if you were awarded a contract?	
13	Identify and describe any past, pending or threatened judicial or administrative litigation (including lawsuits or protests) in which you have litigated against a client or prospective client, within the past five years, related to the type of services you are proposing. Indicate the reasons for the lawsuit/protest and the outcome. Provide contact information for the entity sued or challenged.	
14	Describe any incident within the past ten years in which your business has had a contract terminated for default. Termination for default is defined as notice to stop performance due to your organization's non-performance or poor performance and the issue was either not litigated, or litigated and such litigation determined your organization to be in default. Submit full details of all termination for default experienced by your firm during the past five years including the other party's name, address, telephone number and your firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject your firm's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of your firm. If your firm has experienced no termination for default in the past ten years, so indicate.	
15	Has your company or its subsidiaries ever filed or been petitioned into bankruptcy or insolvency or has your company ever made any assignment for the benefit of your creditors? If so, provide complete details.	
16	Describe what procedures and policies you have in place to protect against, and provide disclosure of, any potential or perceived conflict of interest involving relationships your firm may have with service providers for which you may also be asked to conduct performance reviews or otherwise evaluate for the City's Plan. To what extent and under what circumstances do the individuals who would be directly servicing the City's account personally meet with service providers that could be actual or potential City clients?	
ORGANIZATIONAL QUALIFICATIONS		
ORGANIZATIONAL EXPERIENCE		
17	Describe the past and present ability of your company to fulfill the requirements of this solicitation, including detailed information demonstrating your company's ability to	

	perform the necessary services outlined in this solicitation, the type/size of organizations/agencies your company has contracted with (e.g. education, public sector, etc.), and the number of years your company has been performing this type of work.	
18	What percentage of your services solicited in this RFP would be outsourced to other firms or subcontracted? For services representing more than 5% of the total fee proposed for this RFP, identify all providers and whether they are U.S. or non-U.S. providers, their project manager and support staff, specific tasks and functions, and the percentage of work that would be performed by the subcontractor under this contract.	
19	How many proposals have you submitted in the last three years related to the services which are the subject of this RFP? How many of them resulted in your selection to provide services?	
20	Provide a list of all City contracts you firm has held within the last ten years, including the contract term, compensation amount, and description of the services performed. Please also indicate whether any of these contracts had been terminated for default. If so, please describe this incident.	
21	Describe your company's experience working on concurrent projects for a single client. How was internal coordination and project management handled to ensure a high level of service was provided to the client?	
22	Describe your company's quality assurance measures for performing the services described in this solicitation. Also describe customer satisfaction of services offered by your company.	
23	Describe any situation over the last three years in which your company did not complete services in breach of a contract for a client. Describe the details of the situation and explain the reasons for the breach (e.g., company default, client withdrawal, non-payment of invoices, etc.).	
QUALIFICATIONS OF KEY PROPOSER PERSONNEL		
24	Who will be the primary staff person serving as the project manager responsible for directing and providing the services described in this RFP? Please describe the staff person's background, experience, and role within the company, including the length of the time the staff person has been with your company providing the services described in this RFP and current other project obligations. Additionally, please provide a resume.	
25	Before performing services, Contractor shall designate in writing an account service team and designate an Account Executive, Program Manager, and other key personnel, subject to approval of the City.	

	The Account Executive must be experienced in Medical Bill Review, the California Official Medical Fee Schedule, and the Workers' Compensation System in California. The Account Executive will have full authority to administer the Contract and serve as the prime contact on behalf of Contractor with the City and will have overall management responsibility for the supervision of Contractor's performance. The Program Manager will be responsible to meet all of the City's needs and for maintaining the day-to-day operational control of all ongoing services. The Program Manager will be responsible for ensuring the quality of services provided to the City and for promptly resolving any problems or concerns that may develop. 1) Provide the name, position, resume, employment date(s) with your company, geographic location, and a description of duties for each employee who is expected to work on this contract during its duration. 2) Provide the expected availability and number of hours per day, month, and year each employee will be assigned to work on this contract. 3) Provide an organization chart that identifies the Account Executive, Program Manager, key staff, and other personnel, including their roles and responsibilities in providing the services descried in this RFP. 4) Explain how service and administrative issues are addressed. Outline the process and the level of management involved in the resolution of service issues.	
26	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. The City requires that all Contractor and subcontractor staff performing under the Contract undergo, and pass, to the satisfaction of the City, a background investigation, as a condition of beginning and continuing to work under the Contract. The background clearances to be used should, at minimum, include the following: • Social Security Number (SSN) Trace • DMV/Driver History • County Criminal Court Search (based on SSN# trace and Lived/Worked/Studied information from application) • Federal District Criminal Court Search (based on same)	

	• National Criminal Database Search • Basic Employment Verification (up to 3 employers and 7 years) • Education Verification • Professional Reference Interview • Employment Credit Report The fees associated with obtaining the background clearance information shall be at the expense of Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.	
27	Describe any changes in direct management of the day-to-day staff who provide the administrative, information technology, and other direct management of the account – over the last two years. For the work unit(s) that you would propose servicing the City's contract, what was the total staff turnover as of December 31 for the last three calendar years? Provide the number of full-time employees and percent of staff turnover.	
28	Please describe how your company will handle staff changes and vacancies created over the life of the contract. How will your company assure qualified and experienced replacement staff are hired timely and adequately trained to provide the contracted services without interruption?	
29	Please describe how the performance of management and key personnel assigned to work on this contract are evaluated. How often is performance evaluated?	
CLIENT REFERENCES The City may contact some or all of the contacts provided. Please advise of constraints on contacting any of the listed entities. References cannot be subcontractors that the Proposer has hired for a prior project or this solicitation. Please ensure that your references are aware of possible contact by the City. Note that a reference's failure to respond to a request for a reference or declination to do so will be considered a negative reference.		
30	If your company has current or prior contracts with the City of Los Angeles, please provide the following information for which your firm conducts business similar to the services described in this solicitation. If your company has not had or does not currently have contracts with the City of Los Angeles, please so indicate.	
	Client Name:	
	Annual Revenues as of last December 31:	
	Total Number of Employees:	
	Contact Name:	
	Address:	
	Phone Number for Contact Person:	
	Email Address for Contact Person:	
	Year Your Company Started Providing Client Services:	

	Detailed Description of Contract Services Provided (including, but not limited to, services and solutions provided, project tasks and timelines, and cost):	
31	Provide the following information for your company's **three largest public sector clients** for which your firm conducts business similar to the services described in this solicitation.	
	Client Name:	
	Annual Revenues as of last December 31:	
	Total Number of Employees:	
	Contact Name:	
	Address:	
	Phone Number for Contact Person:	
	Email Address for Contact Person:	
	Year Your Company Started Providing Client Services:	
	Detailed Description of Contract Services Provided (including, but not limited to, services and solutions provided, project tasks and timelines, and cost):	
32	Provide the following information for your company's **three largest private sector clients** for which your firm conducts business similar to the services described in this solicitation.	
	Client Name:	
	Annual Revenues as of last December 31:	
	Total Number of Employees:	
	Contact Name:	
	Address:	
	Phone Number for Contact Person:	
	Email Address for Contact Person:	
	Year Your Company Started Providing Client Services:	
	Detailed Description of Contract Services Provided (including, but not limited to, services and solutions provided, project tasks and timelines, and cost):	
33	Provide the following information for your company's **three former public or private sector clients** for which your company **most recently discontinued business** similar to the services described in this solicitation.	
	Client Name:	
	Annual Revenues as of last December 31:	
	Total Number of Employees:	
	Contact Name:	
	Address:	
	Phone Number for Contact Person:	
	Email Address for Contact Person:	

	Year Your Company Started Providing Client Services:	
	Year Your Company Stopped Providing Client Services:	
	Detailed Description of Contract Services Provided (including, but not limited to, services and solutions provided, project tasks and timelines, and cost and reason for discontinuation of services):	
	CITY'S CONTRACTING TERMS AND STANDARD PROVISIONS	
34	**Sample Contract** The Sample Contract, provided in Part 7, Appendix 5, "Sample Contract," contains details of the Medical Bill Review, Cost Containment, and Managed Care Services Program Components. Proposer must review and accept Sample Contract terms or propose revisions to the Sample Contract. The City may deduct Evaluation Factor scores if the revisions are material. The Proposer's response to the Sample Contract must include: a) A statement of Proposer's acceptance of or exceptions to all terms and conditions listed in the Sample Contract. b) If there are exceptions, for each exception, the Proposer must include: • The Contract section • Reason(s) for exception with full explanation • Proposed revision Indicate all exceptions to the Sample Contract by providing a 'red lined' version of the paragraphs in question.	
35	**Contract Execution Date** Please indicate if you (a) have any requirements, constraints, or limitations with respect to the implementation or "Go-Live Date" relative to final execution of a completed Agreement with the City; and (b) if you would be willing to provide services to the City prior to execution of a completed contract provided that a ratification clause is inserted into the Agreement. The City may deduct Evaluation Factor scores if the responses are material.	
36	**Compliance with Standard Provisions** Does your company agree to the following statement? "By submitting a proposal, we acknowledge that we will comply with the City of Los Angeles General Contracting Provisions attached to this RFP and referenced in Part 4, including the Standard Provisions for City Contracts (Rev. 9/22) [v.1]." Please note that your statement does not relieve you from providing all of the documents required pursuant to Part 6, Attachment 0, "City of Los Angeles	

	Contract Compliance Requirements Checklist". If your response is "NO," please be specific regarding which of the City's General Contracting Provisions, including the Standard Provisions, you are not able to comply with and why. The City may deduct Evaluation Factor scores if the responses are material.	
MEDICAL BILL REVIEW, COST CONTAINMENT, AND MANAGED CARE SERVICES PROGRAM EXPERIENCE AND DEPTH OF SERVICES		
WORKERS' COMPENSATION PROGRAM		
37	Describe how you will control workers' compensation costs and administer the City's integrated Managed Care Program. Include a summary description of what distinguishes your company's approach from others.	
38	Describe how you plan on achieving the goals of the City's Managed Care Program.	
39	Provide a complete description of how you plan to transition the City's Managed Care Program to proposed vendors. The plan, including timeline and action plan, must address the actions the Proposer will take to minimize loss of productivity, inconvenience, disruption, and cost to the City and its injured employees.	
40	Provide a complete summary and description of all services proposed. This description must include a detailed flow diagram showing how all services interrelate and achieve the goals of the Managed Care Program and cost containment.	
41	Describe your proposed process to ensure medical services are referred to the City's Managed Care networks and providers.	
42	Describe the processes you would implement with medical networks and providers to assist the City in its efforts to promote timely return to work.	
43	Explain how you would ensure only authorized services under the City's Prior Authorization Program (PAP) plan are rendered.	
44	What other value added services beyond the minimum requirements in this RFP would you propose to improve the City's Workers' Compensation (WC) Program? What is the cost/fee and return on investment?	
BILL REVIEW In Fiscal Year 2022-23, the City of Los Angeles bill review vendor reviewed 292,962 bills. These included bills from hospitals, medical and legal offices, pharmacies, as well as medical suppliers for a total billed amount of about $385.9 million. The City wants to achieve cost savings through the reduction of these bills to below State Fee Schedules, and other cost saving measures including but not limited to services in this RFP. Provide a complete description of your medical bill review program. Address the following requirements in your response.		
45	Provide a copy of your proposed standard bill review process, addressing specifically your ability to comply with	

	the California Workers' Compensation Official Medical Fee Schedule (OMFS), and updated/revised State Requirements (SB863, eBilling, etc.). Describe how you update your bill review system in relationship to system rules, fee schedule updates, Preferred Provider Organization (PPO)/Medical Provider Network (MPN)/Network contract rate updates, changes in PPO/MPN/Network providers and updated/revised State Requirements.	
46	Indicate if any bills will be excluded from the proposed standard bill review process. Provide the alternate process(es) for these bills and describe the differences from the standard bill review process.	
47	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. The City requires the Contractor to complete the bill review process within 7 business days. Provide annual statistics on your three (3) largest clients regarding your turnaround time for bill processing, including number of bills processed outside the mandatory 60-day timeframe as stated in Labor Code 4603.2 and number of reconsiderations, Independent Bill Reviews (IBRs), and outcomes. • Client • Total Annual Bills • 1-7 Days • 8-60 Days • Over 60 Days • Total Annual Reconsiderations and outcome • Total Annual IBRs and outcome	
48	Describe your ability to identify and correct fee schedule or other contract rate excesses and billing infractions, capture duplicate/partial duplicate charges, and recognize unbundled service codes.	
49	Describe the process that ensures your bill review system remains in compliance with changes to the Workers' Compensation regulations and the Official Medical Fee Schedule (OMFS). Describe how you monitor and test changes in the OMFS and whether you provide documentation to the City to demonstrate compliance.	
50	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. Contractors must use their bill review system or other system(s) expressly approved by the City to validate and ensure the City receives discount pricing listed in Part 7, Appendix 7, "Pricing Methodology," and negotiated Managed Care Provider Panel (MCPP) pricing. Describe in	

	detail how the bill review system will be used to analyze bills.	
51	Describe the process, methodology, and tools used to assess the reasonableness of hospital bill charges (in-patient, out-patient, and long term acute care) and other medical charges not covered by the Official Medical Fee Schedule (OMFS) or Preferred Provider Organization (PPO) network(s) with total billed amount of $1,000 or more. Describe your ability to negotiate with medical providers to ensure maximum reductions for each bill. Include the name of any subcontractor(s) proposed for this service.	
52	Describe your system's ability to analyze all medical, pharmacy, and medical/legal evaluation bills and reduce them to amounts allowed by the State's Official Medical Fee Schedule (OMFS) and below. Identify your process for reviewing out-of-State bills. Identify your process and methodology for processing Missed Appointment bills.	
53	Confirm your ability to review all medical/legal bills in accordance with Division of Workers' Compensation (DWC) guidelines, for compliance with California Medical/Legal Fee Schedule.	
54	Describe your computer system's capability to track duplicate bills, service dates, diagnostic codes, original bill amount, and recommended reduction. Provide individual reports of discount savings by type (Preferred Provider Organization [PPO], discount network, Medical Legal, etc.) and an integrated savings report.	
55	Describe your system's ability to identify and prevent fraud, including but not limited to the following: 1. Methods used to insure data transmission is secure. 2. Description of security available for all electronic communications. 3. Software capabilities to analyze fraud and abuse from medical providers. Does your software have the capability to detect aberrant patterns in medical care and illogical patterns in billing? Does the software allow you to filter by treatment codes, medical providers or locations? Once this information is captured, how do you address situations of potential fraud? 4. Methods employed to confirm that the injured worker actually received the services billed for by the provider. 5. Do you have a fraud prevention specialist employed by your organization? If so, please provide a curriculum vita for this individual. Describe the role this individual plays in your	

	organization and what services will be provided to the City. 6. Provide examples of successful fraud prevention in similar programs.	
56	Outline the procedures used to resolve complaints from medical providers and injured workers. Include your standard turnaround time to address inquiries and resolve complaints.	
57	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. Contractor must incorporate bill review with all services provided in this RFP to ensure only authorized services are paid and with maximum savings. Services not authorized will include non- certification language and a legal objection in the Explanation of Benefits (EOB) and be sent to Provider, Injured Worker, and Applicant Attorney. Describe thoroughly your ability to integrate Utilization Review determinations into bill review notes to ensure payments are not recommended for denied services and indicate whether this process is automated or manual. Specifically, outline how your system tracks and limits the number of chiropractic, physical therapy, and/or occupational therapy visits to the California state mandated twenty-four (24) visit cap. Include a description of the processes in place to allow the ability to exceed the twenty-four (24) visit cap if deemed appropriate. Describe the process, workflow, and system(s) that will be used to ensure this provision is met. List up to three (3) most recent clients that you provided this service to. Respond “none” if this service has not been provided previously.	
58	Describe methods you employ to identify and prevent over-treatment by medical personnel.	
59	Describe your overall Re-consideration rate for your five (5) largest clients, the outcome, and the basis of the reconsiderations. Describe your process or plan to minimize the number of reconsiderations and how Independent Bill Review under SB863 will be addressed.	
60	The City expects the Contractor to handle and process all Independent Bill Reviews (IBRs) on behalf of the City. Describe your experience with Independent Bill Review to date. Describe procedures followed to process these requests.	
61	How many requests for Independent Bill Reviews (IBRs) have been received? Provide a list of IBR requests and outcomes to date. Indicate how adverse outcomes have been addressed with staff and potential error in bill review techniques corrected so the potential for additional IBR requests for the same issue are avoided.	
62	Provide a description of how you propose to perform the	

	following. Detail any comments or exceptions to these requirements. Contractor shall provide the City with an acceptable electronic data transfer process that can be used for direct input of reviewed bills into the City's automated claims management system (see Part 7, Appendix 4, "Systems Handout").	
63	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. Contractor shall be responsible for retrieving all bills and/or information necessary for review electronically from the City's Workers' Compensation Division and Third Party Administrators' (TPAs) systems (see Part 7, Appendix 4, "Systems Handout").	
64	Outline the procedures used to resolve complaints from medical providers concerning bill review recommendations including your standard turnaround time to address inquiries, resolve complaints, and complete reconsideration requests.	
65	Describe the methods used to accept electronic bills directly from healthcare providers. Include an explanation of how methods will ensure confidentiality of medical information and medical providers submit bills on standardized forms. The Contractor must provide a .pdf format image of all electronic bill documents (i.e. medical bill, reports, etc.) along with identifying index information, in the standard Claims Enterprise document image import format or other format requested by the City.	
66	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. Contractor must provide the City with electronic and standardized medical billing, in accordance with California Code of Regulations, Sections 9792.5 to 9792.5.5 and must ensure electronic billing integrates seamlessly with the City's current claims administration program, Claims Enterprise (see Part 7, Appendix 4, "System Handout" for details). The City may, at its discretion, replace or update Claims Enterprise. If and when this occurs, the Contractor will assist the City in the implementation of the new system(s) to ensure a smooth transition. Contractor must be able to integrate with the current and new system(s) at no cost to the City.	
67	Describe your ability to provide Bill Review executive level, management, savings, and performance reports. Proposers must provide sample reports as described in	

<table>
<tr><td></td><td>Proposal Questionnaire Part II “Reports” section.</td><td></td></tr>
<tr><td colspan="3">PREFERRED PROVIDER ORGANIZATIONS (PPOs) NETWORK
The City is a major employer and will spend approximately $224 million in the workers’ compensation industry in FY 2023-24. The savings realized by the City through participation in a PPO program is largely dependent upon its physicians’ choice of hospitals and the location of the PPO facilities. Therefore, the scope and quality of PPO participants is of paramount importance. The majority of City employees receive care in the greater Los Angeles area, and the City is most interested in contracting for PPO services with a high number of participating care providers located in this area. However, due to our active and mobile base of retired claimants, the City is also interested in the breadth and scope of PPO services available throughout the United States.
The City prefers Blue Cross PPO/Anthem as the top tier PPO.
Provide a complete description of your PPO Network. Address the following requirements in your response.</td></tr>
<tr><td>68</td><td>Identify the PPO Networks your organization currently holds contracts with at this time.</td><td></td></tr>
<tr><td>69</td><td>Are there current contractual tier arrangements in place with your PPO providers? Does the City of Los Angeles have input regarding the tier arrangement of PPO’s if your organization is not contractually bound to an arrangement?</td><td></td></tr>
<tr><td>70</td><td>Describe your PPO network(s) capabilities in detail, including network composition, continuity of care, and transfer of care provisions and workflows to maintain network integrity.</td><td></td></tr>
<tr><td>71</td><td>Describe clearly the scope and cost of discount services offered, including the methodology used to determine savings. The City is interested in considering any medical service cost containment services bidders may wish to submit within the scope of this Proposal.</td><td></td></tr>
<tr><td>72</td><td>For services where there is no established fee schedule, discounts should represent substantial savings below industry retail. Describe how you will ensure the City receives maximum savings.</td><td></td></tr>
<tr><td>73</td><td>List all available PPO network providers and describe the tier arrangement you are contractually committed to with your PPO networks.</td><td></td></tr>
<tr><td>74</td><td>What is the average contracted reduction below the California Official Medical Fee Schedule (OMFS) with your PPO providers?
<table>
<tr><td></td><td colspan="4">Ave. % Reduction Below State Fee Schedule</td></tr>
<tr><td>PPO</td><td>Professional</td><td>Outpatient</td><td>Inpatient</td><td>All Bills</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
</table></td><td></td></tr>
<tr><td>75</td><td>Explain the enrollment process for providers not currently contracted in your PPO. Describe the eligibility requirements, the nomination process for network participation, and the duration of the nomination process from application to contract execution.</td><td></td></tr>
</table>

76	Describe the process that will be implemented for ensuring PPO providers refer within the Managed Care network for all services including, but not limited to, pharmacy benefits management, physical medicine, and the Managed Care Provider Panel (MCPP).	
77	Describe the process for ensuring PPO providers adhere to Medical Treatment Utilization Schedule (MTUS), American College of Occupational and Environmental Medicine (ACOEM) guidelines, and other evidence based medical treatment guidelines when recommending treatment for injured workers.	
78	Explain how your PPO providers are educated to collaborate with utilization review and case management services.	
79	Describe your ongoing process for monitoring and maintaining quality of service within the PPO.	
80	What is the link to access your online PPO directories? Proposers must provide access to their provider directories online during the evaluation process. How frequently are directories updated?	
81	Are your PPOs approved as Medical Provider Networks covered under California Labor Code Section 4616?	
82	Provide a sample savings report summarizing PPO penetration statistics and savings by specialty.	
83	Describe your ability to provide PPO executive level, management, savings, and performance reports. Proposers must provide sample reports as described in Proposal Questionnaire Part II "Reports" section.	

MEDICAL PROVIDER NETWORK (MPN)

Article 2.3, Section 4616 of the California Labor Code provides that insurers or employers may establish medical provider networks to treat employees for work-related injuries.

On May 1, 2018, the City of Los Angeles implemented three custom MPNs for the City's Workers' Compensation Program. One custom MPN has been developed for members of the Police Protective League, in conjunction with an Alternative Dispute Resolution and Prevention Program for League members. Another custom MPN has been developed for those civilian unions that have negotiated a separate Alternative Dispute Resolution Program. A third MPN has been established for all other City employees. The City may implement additional custom MPNs.

84	Fully describe the network you are proposing. Include explanations of your network qualifications as a "Medical Provider Network" under Labor Code Section 4616. 1. The majority of City employees receive care in the greater Los Angeles area, and the City is most interested in contracting for a network with a high number of participating care providers located in this area. However, due to our active and mobile base of retired claimants, the City is also interested in the breadth and scope of network services available throughout the United States.	

	Identify the scope and number of providers in your network (provide their tax identification numbers, if possible). Provide numbers by location and type including, but not limited to: Hospitals, Physicians - Primary Care, Occupational Medicine, Orthopedic, Cardiologist, Internist, Neurologist, Clinics, Chiropractors, Outpatient Surgery Centers, etc. Provide an electronic listing of participating facilities and maps or other visual displays of the coverage available in the Southern California area and nationwide. 2. The network's medical treatment for injuries shall be readily available at reasonable times to all employees. 3. All treatment provided by the network shall be provided in accordance with the Medical Treatment Utilization Schedule (MTUS), established pursuant to Section 5307.27 or American College of Occupational and Environmental Medicine (ACOEM) guidelines. 4. Any other requirements under the Labor Code. 5. The Proposer will be required to meet any further or revised requirements as subsequently determined by the State.	
85	Describe your MPN network capabilities in detail including network composition, access standards, geo-coding capabilities, continuity of care and transfer of care provisions, and workflows to maintain network integrity. Include your success rates related to transfer of care into the MPN on legacy claims.	
86	Address your ability to customize a MPN for the City and describe your past experience customizing MPNs.	
87	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. Contractor will manage all necessary regulatory filings on behalf of the City and manage/distribute all mailings and notifications as required by regulations at no additional cost to the City.	
88	What are your policies related to adding and deleting network providers? Explain the enrollment process for providers not currently contracted in your network. Describe the eligibility requirements, the nomination process for network participation, and the duration of the nomination process from application to contract execution. Explain in detail the process for deleting a network provider.	

89	Describe the provider recruitment process and credential/re-credential process. Include the frequency of the process and specific measures taken to ensure provider contact information is correct and that all contracted providers continue to provide treatment to workers' compensation injured workers. The City of Los Angeles has a great need for specialists in the areas of cardiology, oncology, pulmonology, dermatology, vascular medicine, internist and psychiatry. These are extremely important specialties to the program. How does your organization ensure the specialty physician understands workers' compensation and will be easily available and continuously accept new patients?	
90	Describe your provider training program. How often is there interaction with provider offices regarding Workers' Compensation requirements such as proper completion of the Request for Authorization (RFA), reports, or return to work issues? Specialty providers may not understand the necessity to complete a Primary Treating Physician Physicians Progress Report DWC form PR-2, outline work restrictions, or adhere to evidence based guidelines. How does training differ with specialty providers?	
91	What process is in place to ensure network providers adhere to Medical Treatment Utilization Schedule (MTUS) guidelines and other evidence based medical treatment guidelines when recommending treatment for the injured worker?	
92	How are MPN providers educated about the City of Los Angeles return-to-work policies and the availability of modified duty?	
93	How are MPN providers educated to collaborate with utilization review and case management services?	
94	Provide an explanation of any formal disciplinary processes you have in place for non-performing and/or non-compliant medical providers. Specify the frequency a provider is reviewed and the percentage of network providers that are cited each year for non-compliance.	
95	Is every effort made to maintain physicians on the network unless completely unacceptable behavior has occurred? How is this achieved? Does anyone from your organization meet with the physician to discuss issues and try to resolve before severing the relationship?	
96	How many provider complaints have been received by your organization related to MPN services? How are the complaints addressed? Describe the process in detail.	
97	Describe the quality assurance program and specifically address how the program complies with regulatory mandated processes. Describe how the program addresses the provision of quality care and whether you are capable of providing outcome reporting for the entire	

	network.	
98	Describe the proposed network's ability to work with a Prior Authorization Program.	
99	How does your organization ensure injured workers are directed to MPN providers for treatment? Please describe the process.	
100	Describe the role of the Medical Access Assistant including the assistant's ability to schedule appointments for injured worker services within timeframes mandated by MPN regulations.	
101	Describe how your organization assists injured workers, living outside of the Los Angeles area and possibly out of the state, with scheduling of appointments for treatment of their workers' compensation injury.	
102	How are injured worker requests for a second or third opinion within the MPN addressed? Describe the process and indicate your experience to date with these types of requests including whether any case has proceeded to Independent Medical Review (IMR) after a second or third opinion has taken place within the MPN.	
103	Describe the ongoing education program you have in place to keep staff up-to-date on industry and legislative changes.	
104	What is your MPN notification process? Include a copy of the required employee notification material and information to be given to covered employees in both English and Spanish.	
105	How quickly is the website customized for the City and available to external and internal users? Describe the provider look-up process and include a screenshot example.	
106	How is the Proposer adhering to requirements for written Physician Acknowledgement of election to participate in the MPN? Provide a sample Physician Acknowledgement agreement.	
107	Describe the role of the Medical Director and include a copy of the Medical Director's curriculum vitae.	
108	How does your organization comply with geo-coding requirements as set forth in Labor Code Section 9767.5? Describe your organization's geo-coding program capabilities. Provide a sample screen shot, narrative, or graphic report of geo-coding results demonstrating access to a hospital, emergency health provider, occupational health services, or primary treating physician within a 30 minute or 15 mile distance from locations within the City of Los Angeles. Provide a sample screen shot, narrative, or graphic report of geo-coding results demonstrating the availability of specialists who can treat common injures within a 60 minute or 30 mile radius from the City of Los Angeles.	

109	Provide a list of participating MPN medical providers, hospitals, occupational health (walk-in appointments), and specialists in the Los Angeles area sorted by specialty in Excel format.	
110	Provide a sample savings report summarizing MPN penetration statistics and savings by specialty, if applicable.	
111	Describe your billing procedures. Will your providers submit their bills through the network so that the network can monitor costs, treatment, etc.? Do you have a method to control duplicate billing? Is electronic billing available?	
112	Describe your ongoing process for monitoring and maintaining quality of service within the network, including compliance with Medical Treatment Utilization Schedule (MTUS) guidelines; providing prompt and quality medical reports; providing prompt, clear, and work-related work restrictions; and promoting timely return to work.	
113	Proposers must provide access to their provider directories online during the evaluation process. How frequent are directories updated?	
114	Contractor will be responsible for issuing initial employee notifications and material change notifications as required by Title 8 California Code of Regulations if City implements an MPN. Provide your organization's cost for this service.	
115	Describe your ability to provide MPN executive level, management, savings, and performance reports. Proposers must provide sample reports as described in Proposal Questionnaire Part II "Reports" section.	
MEDICAL PROVIDER NETWORK (MPN) POINT OF ENTRY (POE) CLINICS		
116	The MPN shall include POE clinics, which include physicians and occupational health facilities experienced in workers' compensation to be utilized for the initial and ongoing treatment of employees. Initial treatment must be immediately scheduled and provided with timely reporting to the City. Every status report must have work restrictions and/or fully explain any Temporary Total Disability (TTD). How will you ensure these requirements are met?	
117	Initial visits must be completed within 90 minutes and follow up visits must be completed within 45 minutes including any wait time. Any urgent follow up care must be provided within 12-24 hours. How do you ensure visits are performed timely according to the requirements above and resultant performance reports are accurate?	
118	All initial visits must be provided by a Physician during business days from 8:00 a.m. to 5:00 p.m. The City prefers subsequent visits also be provided by a Physician. Describe how your organization will ensure this requirement is met.	
119	The POE clinics must be educated in the City's Mandatory Return-to-Work (RTW) Program and the necessity of	

	issuance of work restrictions (if any) during the initial visit and all follow up visits. How will POE clinics be trained on the City's Return To Work Program?	
120	Explain how the POE clinics will abide by Medical Treatment Utilization Schedule (MTUS), Official Disability Guidelines (ODG), American College of Occupational and Environmental Medicine (ACOEM) and other evidence based guidelines.	
121	Provide an electronic POE clinic list with hours of operation and locations. Include maps or other visual displays showing coverage in the Southern California area.	
122	Provide your organization's service standards for serving the City's injured workers.	
123	Describe how the proposed POE clinics will address Arising Out of Employment and Course of Employment (AOE/COE) determinations and the ability to handle sworn presumptive claims.	
124	**Specialty Service Availability** Describe the availability of specialists (orthopedist, neurologist, orthopedic surgeon, internist, etc.) within the POE clinics.	
PHARMACY BENEFITS MANAGEMENT (PBM)		
125	Describe your PBM retail and mail order services.	
126	Describe how pharmacy manufacturer's rebates will be factored into your pricing proposal to ensure the City receives maximum discounts. How will the City receive rebate savings?	
127	Describe how you will manage PBM program implementation. What is your standard implementation timeframe and process? Describe training given to claims staff and management.	
128	What procedures do you provide for conversion of existing files into the PBM program?	
129	Describe your PBM telephonic customer service program and how it meets the needs of claims administrators, service providers, and injured employees.	
130	Do you have a drug testing and monitoring program? If yes, please describe in detail.	
131	Identify the scope and number of pharmacy providers in your network with a listing of participating facilities and maps or other visual displays of the coverage available in the Southern California area and nationwide. Do your pharmacy contracts cover all drugs?	
132	Describe how PBM services are coordinated with bill review to ensure maximum savings.	
133	Does your program have a customer service feature with a dedicated toll-free line, available 24/7/365, with knowledge of the client's plan design, drug coverage, and formulary items? Describe your customer service program.	

134	Does your program have a designated and responsive account management team, including clinical pharmacist support, focused on proactive and efficient management of prescription drug program service, operations, and cost trends? If yes, please describe in detail.	
135	Outline the procedures used to resolve complaints from medical providers and injured workers. Include your standard turnaround time to address inquiries and resolve complaints.	
136	Describe your formulary program, including your ability to customize your formulary by claimant, employee classification (civilian, sworn), and drug type. What clinical processes do you have in place to determine what prescriptions are appropriate for the treatment of any particular injury? What is your process for identifying and addressing potential narcotic abuse?	
137	Does your company offer a generic substitution program? If yes, please describe in detail.	
138	Describe your strategies to maximize the use of generic medications.	
139	Describe your programs in place to address issues related to: • High-risk prescriber patterns • Multiple prescribers • Use of high-dollar medications	
140	Describe your approval process for claims that fall outside the formulary.	
141	Describe the Identification (ID) card program for the participants of the program and identify related controls.	
142	Provide a description of your First Fill program and how you will comply with the formulary.	
143	What is your mail-order recruitment process? Does recruitment only apply to injured workers processed through the retail network? How are injured workers who may use mail-order identified? By what means do you recruit (e.g., direct mailing, telephonically)? What specific criteria do you use to identify a claimant as being appropriate for mail-order recruitment?	
144	Do you offer fraud detection services? If yes, please describe in detail.	
145	Describe how members submit mail order prescriptions for new prescriptions and refills. Provide a copy of the material they will need to complete for their profile and or self-addressed envelopes they will use to submit their claims.	
146	What is the maximum turnaround time for processing mail order drugs?	
147	How do you measure the pharmacy program performance, and what types of metrics would you use to monitor success or areas of improvement? Explain how you	

	calculate your network penetration performance figures.	
148	What is your average network penetration rate? How do you define network penetration? Describe your programs for increasing program penetration.	
149	Explain your ability to transfer existing refills on mail order prescriptions from the City's current mail order service.	
150	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. Contractor will transfer all current PBM open claims into their PBM at no additional cost to the City.	
151	Describe what differentiates your PBM/organization from your competition.	
152	Describe your ability to provide PBM executive level, management, savings, and performance reports. Proposers must provide sample reports as described in Proposal Questionnaire Part II "Reports" section.	
153	Describe any types of specialty programs you provide. For example, provide a narrative description, workflow, and results for the last two (2) years for the following programs/processes: 1. Specialty pharmacy services to provide drug delivery on the same day or next day upon approval from the City or Third Party Administrator (TPA). These services may be a component of hospital or medical facility discharge. 2. Physician dispensing and repackaged Rx 3. Opioid use and management 4. Compound Medications 5. Non formulary drugs	
PHYSICAL MEDICINE NETWORK The City desires to have a full service Physical Medicine Network, to include Physical Therapy, Occupational Therapy, Chiropractic services, and Acupuncture services.		
154	Describe in detail your Physical Medicine Network.	
155	Explain in detail how a facility qualifies to be part of your Network.	
156	What is the average length of time from referral to initial physical therapy visit?	
157	Are you able to accurately track the arrival time and the time of treatment initiation? How do you track this and how do you report it?	
158	Describe in detail your Prospective Program. Include how you will actively manage the care provided to the City's injured workers.	
159	Describe in detail your Retrospective Program, including how you will actively seek out contracts with providers used by the City's injured workers. If additional fees will be required for Retrospective Program services, this must be stated in your Proposal.	

160	Outline the procedures used to resolve complaints from medical providers and injured workers. Include your standard turnaround time to address inquiries and resolve complaints.	
161	Provide Retrospective Network penetration rate statistics. Provide the average Network reduction.	
162	Provide statistics and penetration rates on your three (3) largest clients.	
163	Describe your ability to provide Physical Medicine Network executive level, management, savings, and performance reports. Proposers must provide sample reports as described in Proposal Questionnaire Part II "Reports" section.	
UTILIZATION REVIEW (UR)		
164	Describe your UR Program for hospitalizations for cases referred by the City or Third Party Administrator (TPA). Describe your firm's experience performing Utilization Review in California with self-insured public agencies. Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. For purposes of this RFP, "utilization review" means utilization review or utilization management functions that prospectively, retrospectively, or concurrently review and approve, modify, delay, or deny, based in whole or in part on medical necessity to cure and relieve, treatment recommendations by physicians, as defined in Labor Code Section 3209.3, prior to, retrospectively, or concurrent with the provision of medical treatment services, pursuant to Labor Code Section 4600 of Labor Code of Workers' Compensation Laws of California. Utilization Review has the following five (5) levels: • Level 1: UR determinations are made by City or TPA. City or TPA will enter request information into Utilization Review Organization (URO) system. City or TPA will produce letters and, fax and mail letters to stakeholders. • Level 2: UR determinations are made by City or TPA. City or TPA will enter request information into URO system. URO will produce letters, and fax and mail letters to stakeholders • Level 3: UR determinations are made by City or TPA. UR request is sent to URO via courier or	

	electronic transmission. URO will enter request information into its system, produce letters, and fax and mail letters to stakeholders • Level 4: UR determinations are made by URO Nurse or Chiropractor. URO will enter request information into its system, produce letters, and fax and mail letters to stakeholders. • Level 5: UR determinations are made by URO physician with peer to peer review when necessary or at City's request. URO will enter request information into its system, produce letters, and fax and mail letters to stakeholders. Please note each UR review will include the completion of the UR objective (approving, modifying, or denying treatment request) and any resulting appeal. Resubmission from the provider for a lack of medical information denial within 30 days of the lack of medical denial determination is also included. URO will ensure necessary interfaces for Level 1 to 5 will be provided at no cost to the City.	
165	Identify utilization review standards and guidelines that are used to review treatment requests.	
166	Is the utilization review intake process automated or electronic? Describe your utilization review intake process including the options available for treatment requests to be submitted, how you track receipt of the request, and how you confirm completion.	
167	Is there a process in place to capture duplicate requests for medical treatment? Include the timeframes and methods for addressing these requests with the medical treatment provider.	
168	The Contractor must be able to coordinate and channel the authorizations and injured worker to contracted and Managed Care Provider Panel (MCPP) network providers such as diagnostic imaging, durable medical equipment, and other network providers. How will this be accomplished? Describe the systems and processes that will be used.	
169	Provide expected turnaround times and systems and processes in place to ensure reviews are completed within the regulatory timeframes.	
170	Indicate whether your medical director is Board certified and the length of time the director has been with your organization. Provide a curriculum vitae for this position.	
171	Describe any unique capabilities or methods your firm applies to review medical treatment requests.	

172	Describe any methods you can employ to help the City reduce utilization review costs.	
173	Explain your UR process in detail and how you propose to provide UR functions in a seamless process for the City. Describe how the notification or determination letters to the requesting physician, secondary physician, service provider, attorneys and the injured employee will be handled and in accordance to regulatory timeframes. Please include your average turnaround time.	
174	Describe your UR intake process including the options available for treatment requests to be submitted, how you track receipt of the request, and the process you employ to confirm receipt of the request to all appropriate parties. Clearly delineate whether these processes are automated or electronic.	
175	Explain the process to capture duplicate requests for medical treatment including timeframes and methods for addressing these requests with the medical treatment provider.	
176	Describe your outpatient UR program including consideration of advanced review of medical care to determine the medical necessity appropriateness of placement, appropriateness of proposed treatment plan (including ancillary usage), and continuing review of the intensity of treatment. Outpatient utilization services should also address chiropractic treatment review and physical therapy services.	
177	Describe your hospital pre-admission review, including evaluation of the attending physician's request for non-emergency, inpatient admissions to an acute care hospital. This evaluation is to be conducted on both medical and surgical procedures utilizing professionally recognized medical criteria to review the medical necessity, appropriateness of placement, and proposed treatment plan, including ancillary usage and length of stay, for the proposed hospitalization.	
178	Describe how UR provider's reviewers apply guidelines to medical treatment requests. Include a description and how they are weighed.	
179	Describe in detail how UR is coordinated with each of the following services provided by subcontractors proposed in the RFP response and Managed Care Provider Panel (MCPP) providers to ensure timely decisions and timely communication of decisions. a. Bill Review – To ensure adherence with treatment approvals and denials and payment of only approved services. b. Preferred Provider Organization Network c. Medical Provider Network d. Pharmacy Benefits Management	

	e. Physical Medicine Network f. Workers' Compensation (WC) Managed Care Provider Panel (MCPP) – City selected vendors who deliver services and/or supply equipment such as, durable medical equipment (DME), radiology, nurse case management, home health, transportation, translation, ergonomic, hearing aids, or other services. WC MCPP are vendors who have direct contracts or agreements with the City.	
180	Describe the role of the physician advisor in the UR process. How many physicians are on your advisory panel? What are their specialties? What is their experience in California Workers' Compensation, Medical Treatment Utilization Schedule (MTUS), and American College of Occupational and Environmental Medicine (ACOEM) guidelines?	
181	What percentage of UR decisions were appealed for the last two (2) calendar years? How often was an original review decision upheld? Explain other outcomes.	
182	Describe your experience with Independent Medical Review (IMRs). Provide your IMR performance statistics for the last two (2) calendar years.	
183	What are your recommended criteria for UR intervention, Prior Authorization Program (PAP) guidelines, and adjuster triggers?	
184	Describe the role of the Medical Director. Include a copy of the Medical Director's curriculum vitae. Indicate whether the Medical Director functions as an Expert Reviewer or whether the Medical Director role is purely supervisory. Provide percentage of time the Medical Director spends in each role.	
185	The City requires a Medical Director licensed in California. Please provide the name, address, and medical license of the Medical Director.	
186	Describe the process by which the UR provider's Medical Director will provide oversight of claim adjuster approvals.	
187	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. Contractor's Medical Director or Clinical Director will be available for consultation and meetings with the City's stakeholders and unions at no cost.	
188	Describe the mechanism that allows reviewers to access and reference prior utilization review determinations and clinical documentation to make decisions on current requests.	
189	Provide a description of UR provider's ability to manage Division of Workers' Compensation (DWC) audits on the City's behalf. Contractor will be responsible to defend any	

	audit at no cost to the City.	
190	Describe the reconsideration and appeal process including timeframes and methods for tracking the process.	
191	Provide sample operational reports (e.g. outlining receipt of treatment request, turn-around time, etc.).	
192	Provide sample monthly summary reports (e.g., outlining number of requests, number of authorization, denials, reconsiderations, appeals, etc.).	
193	Provide a copy of your UR Program filed with the State of California.	
194	Provide a copy of three (3) provider assessments and your UR letters and notices.	
ELECTRONIC DATA INTERCHANGE (EDI) AND INFORMATION MANAGEMENT REQUIREMENTS		
195	Describe your bill review software. Is the software proprietary, leased or purchased? Is imaging completed in-house or outsourced? How frequently are system enhancements completed? Is there a predetermined schedule? Is there a separate charge for system enhancements?	
196	Describe the methods used to assure the quality of data transmissions.	
197	Describe your disaster recovery plan, including timeframes to address requests for documents and ability to recover and return on-line with appropriate staffing.	
198	Address whether you have a redundant data center for backup and recovery.	
199	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. The Contractor will consistently update and enhance all software systems to ensure compliance with the State of California workers' compensation regulations and requirements at no cost to the City. See Part 7, Appendix 4, "Systems Handout" for additional information.	
200	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. Contractor and subcontractor(s) must be able to interface with the Claims Enterprise system. Claims Enterprise is the Workers' Compensation Division's claim management system. It is packaged software developed and supported by Ventiv. Ventiv also provides hosting services for the City's instance of the application out of their Atlanta data center. The City may at its discretion replace or update Claims Enterprise. If and when this occurs, the Contractor must be able to integrate with any replacement system(s) at no cost to the City.	

201	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. Contractor must provide the City with an acceptable electronic data transfer process for all services covered under this RFP including electronic and standardized medical billing in accordance with California Code of Regulations, Sections 9792.5 to 9792.5.5, and must ensure electronic billing integrates seamlessly with the City's current claims administration program, Claims Enterprise (see Part 7, Appendix 4, "System Handout" for details).	
202	Describe how you will interface with your proposed subcontractor(s) or other vendors to deliver services. Include the system(s) that will be used to provide each service and identify if interfaces are currently established or will need to be developed.	
203	Describe your system and how it will be compliant with all applicable Federal and State privacy statutes, rules, regulations, and orders related to electronic data interchange for all of the services on which you are submitting a proposal.	
204	Describe your bill review technology including the capabilities or applications that offer real-time access to bill review activity including bill status, bill volume, and performance indicators to City and Third Party Administrator (TPA) personnel.	
205	Describe what type of encryption software you use.	
206	Describe the steps that would be taken in the event of a breach or attempted breach of security (timeline for notification, documentation/materials that will be provided to the City, etc.). Include policies and procedures used by your organization to react to a data breach.	
207	Describe in detail your organization's policies and procedures to secure all confidential information including City and claimant data. What methods are employed to encrypt and protect confidential information?	
208	Has your organization been victim to a data breach or hacking incident in the past 5 years? If yes, describe the incident and the steps, if any, taken during the incident. What steps, if any, did your organization take to prevent this incident from occurring in the future? Respond "none" if your firm has not experienced a data breach or hacking incident in the past 5 years.	
REPORTS		
209	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements.	

	Contractor shall provide the City with reports, records, portals, and dashboards related to the performance of all services under the contract.	
210	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. Contractor shall provide periodic and ad hoc reports as required by the City at no additional cost to the City. Describe on-line reporting capabilities and whether reports can be customized to meet the City's needs and any associated costs for customized reports.	
211	Provide samples of executive level reports, management reports, savings reports, and performance metric reports for each cost containment service proposed (Medical Bill Review, PPO, MPN, etc.). Provide a complete description of your organization's sample reports. Explain the purpose and use of each report. All reports of savings must include a detailed description of how savings are calculated, and items which are included as savings, items which are excluded, etc. The cost effectiveness of each element of the program should be clearly exhibited. Outcome measures should be of three types and clearly defined and differentiated: hard dollar savings, cost avoidance savings, and return-on-investment measurements (ratio of savings to fees).	
QUALITY CONTROL PROGRAM		
212	To facilitate the review of activities and to establish and maintain effective lines of communication, monthly working meetings (additional meetings may be necessary per City request) will be held with City staff. Each Proposal shall include a description of the Proposer's internal quality control program for each cost containment service proposed and the procedures to ensure the quality of all services to be provided to the City. The following factors must be included in the program: 1. Activities to be monitored to ensure compliance with all Contract requirements including items in Part 7, Appendix 6, "Performance Requirements and Fees"; 2. Monitoring methods to be used; 3. Frequency of monitoring; 4. Sample of forms to be used in monitoring; 5. Title/level and qualifications of personnel performing monitoring function; 6. Report of all monitoring results, including any corrective action taken; and 7. Detailed description of the steps, procedures and monitoring tools that will be used to ensure	

	Contractor and subcontractor(s) perform services according to all Contract stipulations and industry best practice standards.	
213	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. The City plans to utilize computerized statistics, called WorkCompStat, as a management tool to track and monitor Contractor's and subcontractor(s) performance. Such statistics will include, but not be limited to, percentage of dollars paid accurately, percentage of bills paid accurately, bill turnaround time, bill counts, Preferred Provider Organization (PPO) penetration and PPO savings, Utilization Review request turnaround, and Pharmacy Benefits Management savings and penetration. Contractor will compile statistics and charts as required by the City, and meet with appropriate staff on a monthly basis to review the data and discuss methods for improvement. Contractor is expected to share such data and discussions with the City on a regular basis, and to aggressively pursue compliance with minimum goals established by the City in the area the City selects for inclusion in WorkCompStat. The City may also attend such meetings at its discretion.	
IMPLEMENTATION REQUIREMENTS		
214	Describe how you will be able to implement the program components of this RFP by **April 1, 2025** at no cost to the City. All final implementation dates will be determined during Contract negotiations.	
215	Describe how you will establish required interfaces between City claims management and other vendors necessary to perform Contract services and conduct necessary training.	
216	Identify your training team, roles, and responsibilities. In what ways do you intend to assist the City and the Third Party Administrators (TPAs) with training?	
217	Provide a transition plan to take over the City program and include a timeline with description, key steps, milestones, responsible party, and due dates for the transition process. Describe in detail how increased staffing and sufficient systems will be in place to guarantee bills are processed within 7 business days as stipulated in the Contract.	
218	Describe how you will be able to accept and load all historical bill review records and documents from the City or City approved vendor. All historical bill review records will be transferred according to industry best practice standards and City requirements. See Part 7, Appendix 4, "Systems Handout" for details.	
219	Describe any responsibilities or requirements of the City,	

<table>
<tr><td></td><td>including costs.</td><td></td></tr>
<tr><td>220</td><td>Indicate whether any other clients may be implemented at the same time as the City. If so, explain whether implementation of these clients will affect the quality of service provided to the City.</td><td></td></tr>
<tr><td colspan="3">FEES AND GUARANTEES</td></tr>
<tr><td colspan="3">PROGRAM COSTS</td></tr>
<tr><td>221</td><td>The costs to perform the services described in this RFP must be reasonable and competitive with other Proposals without diminishing the quality of services. Rates must be separately quoted for each type of service proposed and bundled into an Annual Flat Fee, if applicable.

Please provide the pricing methodology according to Part 7, Appendix 7, “Pricing Methodology.”</td><td></td></tr>
<tr><td>222</td><td><u>Fees – Miscellaneous</u>
Indicate all other fees you potentially charge that are not included in or specifically excluded by the City from your proposed fees outlined above. Optional materials and/or services should be clearly delineated as optional in the proposal and separate pricing/cost identified as appropriate. These options may be included in the resultant Contract.</td><td></td></tr>
<tr><td colspan="3">GUARANTEES</td></tr>
<tr><td>223</td><td>Describe what performance and/or quality assurance guarantees your organization would provide and any associated financial penalties associated with some or all of them.</td><td></td></tr>
<tr><td>224</td><td>Based on a past City Controllers’ audit the City’s standard for percent of dollars paid correctly is 99% and percentage of bills paid correctly is 97%. Please indicate your standard percentage that you are willing to agree to. Proposer must include methodology and justification for proposed standard percentage. Include current and recent performance for clients for whom services are similar to those required in this RFP.

<table>
<tr><th></th><th>City’s Standard</th><th>Proposer’s Standard</th></tr>
<tr><td>Dollars paid correctly</td><td>99%</td><td></td></tr>
<tr><td>Bills paid correctly</td><td>97%</td><td></td></tr>
</table>
</td><td></td></tr>
<tr><td>225</td><td>Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements.

The City may conduct an audit. If a City audit identifies that</td><td></td></tr>
</table>

	the percent of dollars paid correctly is below the contract standard, the Contractor will reimburse the City for the total costs of the audit work performed by the City or contracted auditors. Contractor will also be responsible for implementing recommendations provided in the audit.	
226	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. The City may conduct an audit. If a City audit identifies that the percent of bills paid correctly is below the contract standard, the Contractor will reimburse the City for the total costs of the audit work performed by the City or contracted auditors. Contractor will also be responsible for implementing recommendations provided in the audit.	
227	Provide a description of how you propose to perform the following. Detail any comments or exceptions to these requirements. The City may conduct an audit. Contractor will reimburse the City for all overpayment errors found by a City audit.	

5. **City of Los Angeles General Contracting Requirements.**
All Proposers are required to comply with the City's general contracting requirements. A checklist of the various required documents and forms including descriptions of each requirement is included in Part 6, Attachments section of this RFP. Each document can be downloaded from this solicitation's RAMPLA webpage. Please review Part 4 carefully to ensure your company completes all required documents and forms to satisfy the City's general contracting requirements and for your proposal to pass the Level One Evaluation to proceed to the Level Two Evaluation.

E. Preparation and Submission of Proposals.

1. **Proposal Copies Required.**
Proposers are required to submit their proposals according to the instructions below.

To the RFP Administrator:
The City is accepting all proposals via email (no paper, hard-copy documents). Email the following documents to the RFP Administrator by the **proposal submission deadline**.

- One (1) electronic copy of your un-redacted proposal containing all of the required documents and responses as outlined in Part 2 of this RFP as a portable document file (PDF) with optical character recognition (OCR) enabled.
- One (1) electronic copy of your **redacted** proposal (if applicable) with the confidential material blacked out or removed from the text so that one copy is available as public material. Please submit the **redacted** proposal containing all of the required documents and responses as outlined in Part 2 of this RFP as a portable document file (PDF) with optical character recognition (OCR) enabled.
- One (1) electronic copy of your responses to the Part I and II Proposal Questionnaire only in Microsoft Excel format.

- One (1) electronic copy of the City required documents outlined in Part 4 of this RFP each as their own standalone file. Do not combine different documents into one file. Keep each document separate and label the file by the name of the document.

2. **Authorized Signatures.**
Proposals must be electronically signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. A non-officer individual, with the authority to bind the Proposer to a contract, is sufficient to sign all applicable documents for the purpose of this RFP. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Proposer or one legal entity. The proposal must identify the responsible entity.

3. **Submission Contact Information.**
Timely submission of the proposal is the sole responsibility of the Proposer. No fax, hard copy, or flash drive submissions will be accepted. All proposals become the property of the City of Los Angeles.

Please send proposals and direct all questions to:

Michael Daco, RFP Administrator
City of Los Angeles, Personnel Department
700 E. Temple Street, 3rd Floor
Los Angeles, CA 90012
Phone: (213) 473-9195
Email: per.contracts@lacity.org

END OF SECTION

PART 3—SOLICITATION TERMS AND CONDITIONS

A. Acceptance of Terms and Conditions.

Submission of a proposal pursuant to this solicitation shall constitute acknowledgment and acceptance of all the terms and conditions hereinafter set forth in this solicitation. Proposals must be based only on the material contained in this RFP, amendments, addenda, and other materials published by the City relating to this RFP. The Proposer must disregard any previous RFP draft material. Proposals must be submitted in accordance with the requirements set forth in Part 2 of this RFP.

B. Transparency of RFP Process.

The City is committed to ensuring that all business transactions, including procurement processes, are conducted impartially with integrity and competence so that City employees and the Los Angeles taxpayers attain the greatest benefit. City personnel involved in this procurement shall not communicate with current or prospective Proposers or their representatives, or any other person or organization, for the purpose or intent of having a particular Proposer secure or maintain a contract or business with the City, or otherwise realize financial gain from the City, whether during or outside of a procurement process. In support of this, and to ensure the transparency and objectivity of this procurement process, all communications and questions regarding or related to the services included in this RFP should be directed to the RFP Administrator.

C. Addendum(a).

The City reserves the right to modify or amend any and all requirements of this RFP, including adding additional requirements that must be met for a proposal to be considered responsive, offer clarifications, and/or provide an interpretation of this solicitation by issuing addendum(a) to this RFP. All addendum(a) will be posted online on the solicitation’s RAMPLA webpage.

All Proposers must acknowledge any addendum(a) issued as a result of any change in this RFP on the Proposer Signature Declaration Page (see Part 2, Section D.3). Receipt of any such changes or interpretations shall become a part of the solicitation and may be incorporated into any contract awarded. Failure to indicate receipt of addendum(a) may result in a proposal being rejected as non-responsive and eliminated from further consideration.

D. Solicitation Questions.

All questions concerning this solicitation should be submitted in writing via email to the RFP Administrator by the deadline listed in the solicitation schedule. Identify the solicitation title in the subject line of your message. For each question, identify the solicitation section and page number, or the relevant General Contracting provision.

The City will make every effort to respond to all written questions as soon as practical. All questions and responses, or any other changes to, or interpretation of this solicitation, will be posted on RAMPLA. Any such changes or interpretations shall become a part of this solicitation and may be incorporated into any contract awarded pursuant thereto.

E. Proposal Submission.

All proposals must be submitted in writing and Proposers shall complete and return any and all applicable documents, including, but not limited to, written responses, questionnaires, forms, appendices, spreadsheets, and any electronic files. The City may deem a Proposer non-responsive if the Proposer fails to provide all required documentation, copies, or electronic files. The Proposer shall not change any wording in the RFP or associated documents. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the proposal documents. Alternatives that do not substantially meet the City's requirements cannot be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive.

A non-responsive designation will eliminate a Proposer from further consideration in the evaluation process.

F. Proposal Cost and Ownership.

The City is not responsible for any costs incurred by Proposer while preparing and submitting a proposal. All Proposers who respond to the solicitation do so solely at their own expense.

Each proposal prepared in response to this solicitation shall be prepared at the sole cost and expense of the Proposer and with the expressed understanding that no claims against the City for reimbursement will be accepted. All proposals will become the property of the City and will not be returned to the Proposer. The Proposer should not include confidential information or trade secrets without expressly stating and identifying the information or trade secrets to be considered confidential, since all accepted proposals will become public information. However, if such information is necessary to assure a competitive proposal, then the Proposer is to follow the guidelines for confidential information as discussed below.

G. Withdrawal of Proposals.

A Proposer may withdraw a submitted proposal in writing at any time prior to the proposal submission deadline. A written request, signed by an authorized representative of the Proposer, must be submitted to the RFP Administrator. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the proposal submission deadline.

H. Rights Reserved by the City.

The City reserves the right, at its discretion, to pursue any or all of the following actions regarding this solicitation:

1. Proposal Clarification.

At any phase of the evaluation process, the City reserves the right to request Proposers to clarify information provided in RFP responses including clarification of assumptions used in the RFP response. All clarifications must be coordinated in writing with, authorized by, and made by the City. Clarifications must be submitted in writing by the requested deadline, otherwise the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

If the City determines that all Proposers either failed to submit the requested information or to have adequately responded to the same RFP question or request for data, the City may, at its discretion, issue an RFP addendum and provide all Proposers with an opportunity to provide a response to the RFP addendum. Responses to RFP addendum questions must be submitted in writing by the stated deadline, otherwise the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

2. Proposer Presentations and/or Interviews.

The City reserves the right to schedule presentations and/or interviews by the

Proposers.

3. **Waiver of Minor Administrative Irregularities.**
   The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

4. **Rejection of Proposals.**
   The City reserves the right to declare as non-responsive and reject any or all proposals in which information is requested and is not furnished in a timely manner or when a direct or complete answer is not provided; to reject any unapproved alternate proposal(s); and to reject the proposal of any Proposer who has previously failed to perform competently in any prior business relationship with the City. The rejection of any or all proposals will not render the City liable for costs or damages.

5. **RFP Withdrawal, Cancellation, Other Options.**
   The City reserves the right to withdraw or cancel the RFP at any time, if it deems such action is necessary. If such action is taken, the City may reissue the RFP. Furthermore, the City may exercise its right to not select any Proposer from this RFP, if it determines that there was no responsive Proposer or that the selection of a Proposer was not in the best interests of the City.

   If an inadequate number of proposals are received or the proposals received are deemed non-responsive, not qualified, or not cost effective, the City may, at its sole discretion, reissue the RFP. The award of the contract is subject to the successful negotiation of the terms and conditions of an agreement.

   The City reserves the right to verify all information in the proposal. If the information cannot be verified, the City reserves the right to reduce any related rating points awarded for such information as part of the evaluation process.

6. **Contract Award.**
   The City may consider proposals that contain provisions that deviate slightly from the requirements in this solicitation document, if the deviation(s) are not considered material. If such a Proposer is awarded a contract, the Proposer will be expected to perform the full scope of work described in this RFP and be in full compliance with the City’s general contracting provisions described herein (Part 4). The City reserves the right to restrict the review or distribution of all proposals until a contract is awarded.

   The City reserves the right to require a pre-award interview and/or site inspection and to contract with more than one Proposer based upon the evaluation criteria contained in this RFP. The City is not obligated to accept any proposal, negotiate with any Proposer, nor award a contract in response to this RFP.

7. **Miscellaneous.**
   The City reserves the right to take whatever other action regarding this solicitation it deems is in the best interest of the City.

I. Proposal Submission Deadline.

Timely submission of proposals is the sole responsibility of the Proposer. The City reserves the right to determine the timeliness of all submissions. The proposal must be <u>received</u> by the RFP Administrator in the prescribed format, at the published location, and by the date and time included in this RFP (see Part 2 of this RFP). The City reserves the right to extend the proposal submission deadline should this be in the interest of the City.

J. Late Proposals.

Proposals submitted after the proposal submission deadline shall be considered late. Late proposals will not be considered and will be returned unopened to the Proposer, or in the case of digital copies, not saved on the City's systems. Late proposals will be eliminated from further consideration.

K. Proposal Protests.

1. Level 1 – City Contract Compliance Documents Evaluation.

A Proposer may file a protest regarding disqualification as a result of the Level 1 evaluation within five (5) calendar days of the date listed on the notice of disqualification. The protest must clearly state the grounds and facts of the protest. Protests must be submitted in writing and emailed to the RFP Administrator at per.contracts@lacity.org.

The Personnel Department General Manager will respond in writing to a protest within fifteen (15) business days of receiving it. The decision of the Personnel Department General Manager will be final. The Protester may withdraw its protest at any time before the City issues a final decision.

2. Level 2 – Award of Contract Recommendation.

A Proposer may file a protest regarding the award of the contract within five (5) calendar days of the date listed on the notice of non-selection. The protest must clearly state the grounds and facts of the protest. A protest based on non-selection alone or disagreement with the award of the contract is not sufficient grounds for a protest. Protests must be submitted in writing and emailed to the RFP Administrator at per.contracts@lacity.org.

The Personnel Department General Manager will respond in writing to a protest within twenty (20) business days of receiving it. The decision of the Personnel Department General Manager will be final. The Protester may withdraw its protest at any time before the Department issues a final decision.

3. Proof of Protest.

The Proposer submitting a protest bears the burden of proof in any claim that the City committed a sufficiently material error in the solicitation process. Throughout the review process, the City has no obligation to delay or otherwise postpone an award(s) of contract(s) based on a Proposer protest. In all cases, the City reserves the right to make an award(s) when it is determined to be in the best interest of the City to do so.

L. Conflict of Solicitation Document Provisions.

In case of a conflict between any provisions in this solicitation document and the provisions in the City's Standard Provisions for City Contracts (Part 4), the provisions in the City's Standard Provisions for City Contracts shall prevail. Similarly, in case of a conflict between any provisions in this solicitation document with the provisions in the City's general contracting documents (Part 4), the provisions in the City's general contracting documents shall prevail.

END OF SECTION

PART 4—CITY GENERAL CONTRACTING REQUIREMENTS

A. City of Los Angeles General Contracting Requirements.

Please carefully review the information contained in the City of Los Angeles Contract Compliance Requirements Checklist (Attachment 0), which includes the Standard Provisions for City Contracts (Rev. 9/22) [v.1] and other general contracting requirement documents and actions that must be completed by Proposers for a proposal to be deemed responsive. Compliance with these requirements and submission of necessary documents is **mandatory** at the time of submission of a proposal, prior to award of contract, or both. Accordingly, the City reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided. These requirements will be discussed in detail at the Pre-Proposal Conference.

B. City General Contracting Provisions – Required Actions and Documents.

The following City general contracting provisions have mandatory documents that are required to be completed with your proposal by the proposal submission deadline indicated in this RFP.

1. Required Documents to be Completed and Submitted Online at www.RAMPLA.org.

a. Equal Benefits Ordinance.

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). All Proposers shall complete and upload the Equal Benefits Ordinance Affidavit residing at www.RAMPLA.org prior to award of a City contract in which the value exceeds twenty-five thousand dollars ($25,000). The Equal Benefits Ordinance Affidavit shall be effective for a period of three (3) years from the date it is first uploaded onto the City's RAMPLA website. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit. For additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at http://bca.lacity.org.

b. First Source Hiring Ordinance.

Unless approved for an exemption, Contractors under contracts used primarily for the furnishing of services to or for the City and that involve an expenditure in excess of twenty-five thousand dollars ($25,000) and a contract term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Sections 10.44, et seq., First Source Hiring Ordinance (FSHO). All Proposers shall complete and upload the FSHO Affidavit residing at www.RAMPLA.org prior to award of a City contract, the value of which exceeds twenty-five thousand dollars ($25,000). The FSHO Affidavit shall be effective for a period of three (3) years from the date it is first uploaded onto the City's RAMPLA website. For additional information regarding the requirements of the Equal Benefits Ordinance, please visit the Bureau of Contract Administration's website at http://bca.lacity.org.

c. Disclosure Ordinance.
Proposers are required to complete a streamlined Disclosure Ordinance Affidavit form that is located at www.RAMPLA.org. Proposers are responsible for creating a RAMPLA profile and completing and submitting the affidavit. See below for applicable ordinances covered by the Disclosure Ordinance Affidavit. The affidavit does not expire.

- Slavery Disclosure Ordinance (SDO)
  Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 et seq. of the Los Angeles Administrative Code. All Proposers shall complete and submit the Slavery Disclosure Ordinance Affidavit residing at www.RAMPLA.org prior to award of a City contract. For additional information regarding the requirements of the Slavery Disclosure Ordinance, please visit the Bureau of Contract Administration's website at http://bca.lacity.org.

- Disclosure of Border Wall Contracting Ordinance (DBWCO):
  Any contract awarded pursuant to this RFP is subject to the disclosure requirements of the Disclosure of Border Wall Contracting Ordinance (DBWCO), Los Angeles Administrative Code Section 10.50 et seq. All Proposers shall complete and submit a DBWCO Affidavit to www.RAMPLA.org prior to award of a City contract. For additional information regarding the requirements of the DBWCO, please visit the Bureau of Contract Administration's website at http://bca.lacity.org.

2. Required Actions to be Completed Online at www.RAMPLA.org.

a. Business Inclusion Program (BIP) Outreach.
It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs DVBEs and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Proposer's BIP outreach documentation, as described in Appendix 3. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs may be in the form of subcontracting. BIP outreach must be performed on www.RAMPLA.org. A Proposer's failure to utilize and complete their BIP Outreach as described in Appendix 3 will result in their proposal being deemed non-responsive and shall disqualify the proposal from further consideration in the evaluation process. The BIP outreach and submission of the BIP Summary Sheet must be completed on www.RAMPLA.org by the date and time identified in the solicitation schedule of this RFP. Please note that Schedule A of the BIP outreach is separate and must be submitted to the RFP Administrator by the proposal submission deadline (see Part 4, Section B.3.g below).

3. Required Documents to be Submitted to RFP Administrator.

a. Los Angeles Residence Information Form – Attachment 1.
The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. The City Council on January 7, 1992, adopted a motion that requires Proposers to provide their headquarter address as well as the number and percentage of their workforce residing in the City of Los Angeles. The Los Angeles Residence Information Form (Attachment 1) must be submitted to the RFP Administrator by the proposal submission deadline.

b. Declaration of Non-Collusion – Attachment 2.
City Charter Section 388 and Los Angeles Administrative Code Section 10.18 provides that a bid shall be supported by a non-collusion affidavit or declaration. Any bid or proposal made without such an affidavit, or in violation of, shall not be considered and may be excluded from future bidding. The affidavit or declaration of non-collusion may be presented in several different forms. Please see Attachment 2 for two sample affidavit forms which can be used. The affidavit or declaration of non-collusion must be submitted to the RFP Administrator by the proposal submission deadline.

c. Contractor Responsibility Ordinance (CRO) Questionnaire – Attachment 3.
Proposers are required to complete and submit the CRO Questionnaire for contracts greater than twenty-five thousand dollars ($25,000) and over three (3) months in duration in accordance with Los Angeles Administrative Code Section 10.40 et seq. Within the CRO Questionnaire, Proposers are required to provide a list of all City contracts held within the past ten (10) years. The CRO Questionnaire must be submitted to the RFP Administrator by the proposal submission deadline.

d. Municipal Lobbying Ordinance – Bidder Certification City Ethics Commission (CEC) Form 50 – Attachment 4.
Proposers are required to complete and submit the Bidder Certification CEC Form 50 for contracts greater than twenty-five thousand dollars ($25,000) and over three (3) months in duration as prescribed by the City Ethics Commission acknowledging and agreeing to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance (Los Angeles Municipal Code Section 48.01 et seq.). This ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing decisions of City government. Additional information regarding these restrictions may be obtained from the City Ethics Commission at (213) 978-1960 or http://ethics.lacity.org/. CEC Form 50 must be submitted to the RFP Administrator by the proposal submission deadline.

e. Contributions and Fundraising Restrictions Ordinance – Bidder Certification CEC Form 55 – Attachment 5.
Proposers are subject to Charter Section 470(c)(12) and related ordinances. As a result, Proposers 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 their proposal until either the contract is approved or, for successful Proposers, twelve (12) months after the contract is signed. The Proposer’s principals and subcontractors performing one hundred thousand dollars ($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.

Bidder Certification CEC Form 55 requires Proposers to identify their principals, their subcontractors performing one hundred thousand dollars ($100,000) or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include such notice in contracts with subcontractors. Proposers 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 http://ethics.lacity.org. CEC Form 55 must be submitted to the RFP Administrator by the proposal submission deadline.

f. **CA Iran Contracting Act of 2010 Affidavit – Attachment 6.**
In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City for goods and services estimated at one million dollars ($1,000,000) or more are required to complete, sign, and submit the “Iran Contracting Act of 2010 Compliance Affidavit.” If applicable, the affidavit must be submitted to the RFP Administrator by the proposal submission deadline.

g. **Business Inclusion Program (BIP) Schedule A – Attachment 7.**
Schedule A is required to be submitted even if a Proposer does not receive any responses from sub-contractors to its BIP outreach solicitation. The Schedule A form is NOT available and cannot be submitted electronically on www.RAMPLA.org where the outreach is conducted; a hardcopy, as provided in Attachment 7, must be printed and submitted with applicable signatures by the proposal submission deadline.

C. City General Contracting Provisions – Documents Not Required with Proposal Submission.

The following City general contracting provisions do not have any forms that are required to be completed at the time of your proposal submission and are provided below for your reference.

1. **Standard Provisions for City Contracts (Rev. 9/22) [v.1] – Appendix 1.**
Please read through this material carefully as these Provisions (Appendix 1) are included in every contract for City services. Note that question 36 of the Proposal Questionnaire (Part II) – Required, Rated Questions (see Part 2, Section D.4.b) requires that your company acknowledge compliance with the City’s general contracting requirements, including the Standard Provisions and provides you an opportunity to indicate whether you are able or not able to comply and why.

2. **Citywide Bond Assistance Program.**
For those Proposers wishing to bid on City contracts but are experiencing difficulty obtaining the required bid, performance and payment bonds, the City of Los Angeles provides bonding assistance through the Los Angeles Bond Assistance Program (BAP LA). For additional information regarding the BAP LA, please visit the City’s Risk Management website at http://cao.lacity.org/risk.

3. **Required Insurance and Minimum Limits – Appendix 2.**
The Proposer(s) awarded a City contract pursuant to this procurement process will be

required to maintain insurance in effect during the term of the contract as set forth in the RFP. See Appendix 2 for further information. The insurance document must be uploaded to www.kwikcomply.org.

4. **Service Worker Retention and Living Wage Ordinances.**
The Proposer(s) awarded a City contract pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.36, Service Worker Retention Ordinance (SWRO) and 10.37, Living Wage Ordinance (LWO) and be required to complete and submit the SWRO and LWO compliance forms, if applicable. For additional information regarding the requirements of the SWRO and LWO, please visit the Bureau of Contract Administration's website at http://bca.lacity.org.

5. **Local Business Preference Program Ordinance.**
Proposers are advised that any proposal submitted and/or contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.47, Local Business Preference Program (LBPP) Ordinance. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County. The LBPP Ordinance allows the City department to apply additional points to the Proposal's final score under certain conditions.

   If applicable, Proposers may choose to complete and upload the Local Business Certification Affidavit of Eligibility available on RAMPLA at www.RAMPLA.org prior to the proposal submission deadline. The City may request supporting documentation to verify qualification for designation as a Local Business. Only those Proposers who apply and qualify for a Local Business designation (or otherwise qualify by using a qualified Local Subcontractor) by the proposal submission deadline will be made eligible for additional points that can be awarded under the ordinance. Proposers seeking additional information regarding the requirements of the LBPP Ordinance may visit the Bureau of Contract Administration's website at http://bca.lacity.org.

6. **Fair Chance Initiative for Hiring Ordinance.**
City contractors and subcontractors with ten (10) or more employees are prohibited under Los Angeles Administrative Code Section 10.48 from seeking a job applicant's criminal history information until a job offer is made and from withdrawing a job offer unless the employer performs an assessment of the applicant's criminal history and the duties of the position. Contractors and subcontractors must also comply with State requirements regarding the use of criminal history information in the job application process. Contractors and subcontractors are required to include information regarding the ordinance in all job solicitations and advertisements and to post notices informing job applicants of their rights. For additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance, please visit the Bureau of Contract Administration's website at http://bca.lacity.org.

7. **Accounting Forms.**
The Proposer(s) awarded a City contract pursuant to this procurement must submit the following three forms to the Contract Administrator upon notification of the award.

   - IRS Request for Taxpayer Identification and Certificate (Form W-9)
   - City of LA Business Tax Registration Certificate Number (BTRC) and/or Vendor

Registration Number (VRN)

- State of CA Withholding Exception Certificate (Form 590) or Non-Resident Withholding Certificate (Form 587), if the Contractor is located outside of California

END OF SECTION

PART 5—RESULTANT CONTRACT

A. Acceptance of Terms and Conditions.

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of the solicitation document and the resultant contract, including the services provided thereunder, must comply with all applicable laws of the United States of America, the State of California, and the City.

B. City General Contracts Compliance Requirement.

Contractor agrees to and shall comply with the Standard Provisions for City Contracts (Rev. 9/22) [v.1] and all other general contracting requirements outlined in this solicitation (Part 4).

C. Pre-Award Negotiations.

Prior to award of the contract, the successful Proposer(s) may be required to attend negotiation meetings that will be scheduled at a later date. The intent of the meeting(s) will be to discuss and negotiate contract requirements, prices/premiums, service level agreements, detailed statement of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. in order to ensure successful administration of the contract.

D. Award and Execution of Contract.

Unless otherwise stated, proposals submitted will be irrevocable for a period of twelve (12) months following the proposal submission deadline. A contract will be developed following a selection by the City.

Any contract made pursuant to this RFP must be accepted in writing by the Proposer. If for any reason Proposer should fail to accept the contract in writing, then the Proposer may be deemed non-responsive and the City may commence contract negotiations with another Proposer.

Please note that the City takes a legal approach whereby all contracts contain an order of precedence. In the event of a discrepancy between the provisions of the Contractor’s documents and the City’s documents, the City’s documents take precedence with respect to resolution of the discrepancy, unless otherwise provided.

E. Contract Amendments, Modifications, and Change Orders.

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

F. Term and Option to Renew.

The term of any contract(s) established pursuant to this RFP shall be for up to the period identified in this RFP. The City may extend the term of the contract in accordance with City Charter and Los Angeles Administrative Code provisions.

G. Confidentiality.

All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of the services will remain the property of the City. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor and any if its employees during performance of services, are confidential (hereinafter collectively referred to as “Confidential Information”). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in it, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.

Any Confidential Information provided by the City to the Contractor, or accessed or reviewed by Contractor, during performance of services, will be made available to its employees, agents, and subcontractors only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents, and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. At no cost to the City the Contractor will, at the conclusion of services, or at the request of the City, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under the contract. The Contractor will not make or retain copies of any such information, materials or documents. The Contractor and its employees, agents, and subcontractors may have access to confidential employee personnel information; misuse of such information may adversely affect the subject individual’s privacy rights and may violate various federal and State statutes. The Contractor will implement reasonable and prudent measures to keep secure employee personnel information accessed by its employees, agents, and subcontractors during the performance of services. The Contractor will advise its employees, agents, and subcontractors of this confidentiality requirement.

The Contractor shall disclose the intent to use any service provider outside the continental United States of America to handle any aspect of the work within the scope of services, and shall describe to the City’s satisfaction the methods, which will be utilized to protect the City’s interests and confidentiality of City records and information in doing so. The City reserves the right to approve any such service provider throughout the term of the contract at its sole and absolute discretion.

Any breach of security that occurs through Contractor’s website, offices, or network shall require Contractor to be responsible for notifying City and all applicants affected by such breach. Contractor shall also be responsible for all costs associated with such notification. The Contractor shall indemnify the City for any breaches of its security and the improper disclosure of confidential information.

H. Prime Contractor.

The Proposer awarded the contract must be the prime Contractor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of subcontractors. The City reserves the right to reject any proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the prime Contractor on the awarded contract. The prime Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them.

I. Subcontractors and Joint Ventures.

Acceptance or rejection of a Proposer’s request to use subcontractors is at the sole discretion of the City. With written approval of the City, the Contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of the resultant agreement.

The provisions of the resultant agreement will apply to all subcontractors in the same manner as to the Contractor. In particular, the City will not pay, even indirectly, the fees and expenses of subcontractors that do not conform to the limitations and documentation requirements of the resultant contract.

Upon written request from the City, the Contractor will supply the City with all subcontractor contracts at no cost.

J. Prime Contractor’s Address.

The address given in the proposal response will be considered the legal address of the Contractor for which certified mail can be delivered. The delivery of any communication to the Contractor personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Contractor at such address, will constitute a legal service thereof. Additionally, telephone numbers, fax numbers and email addresses (if applicable) must be provided to the Contract Administrator. The legal address of the Contractor can be changed only by written notice to the Contract Administrator.

K. Assigned Personnel.

The City reserves the right to have the Contractor replace any contract personnel with equally or better qualified staff upon providing written notice to the Contractor. In addition, the City reserves the right to approve in advance any changes in assigned personnel or levels of commitment by the Contractor to the contract.

L. Executive Directive No. 35 Reporting Requirement.

Respondents are advised, pursuant to Executive Directive No. 35, if a bidder is selected and awarded a contract, and if the contractor is a for-profit company or corporation, the contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: contractor’s and any subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“contractor/subcontractor information”). On an annual basis, the contractor shall further request that any subcontractor input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by City.

M. Performance Evaluations.

1. Performance Feedback Meetings.

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

The Contractor will be responsible for preparing and distributing agendas and/or minutes to document such meetings within a week after each meeting, as well as any periodic reports required by the City.

2. **Periodic Independent Audit.**
The City reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the Contractor and its subcontractors are conducting City business within generally accepted industry standard practices. Each Contractor will be required to cooperate fully with any external audit.

3. **Financial Audit.**
Contractors providing services to the City will be responsible for the verification of the legitimacy of payments made to service providers and their subcontractors. The City reserves the right for staff of its Office of the Controller or their designee to conduct audits of financial accountability procedures.

4. **Contract Evaluation Program.**
The City may conduct an evaluation of the Contractor’s performance during the term of the contract. When the term of the contract pursuant to this RFP has concluded, the City may conduct an evaluation of the Contractor’s performance. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on specified criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a “Marginal” or “Unsatisfactory” rating may be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City may use the final City evaluation and any response from the Contractor to evaluate proposals and to conduct reference checks when awarding future service contracts.

END OF SECTION

PART 6—ATTACHMENTS

A. RFP Attachments.

Please refer to the below attachments and instructions included in Part 4 of this RFP for step-by-step instructions on the documents that are required to be **completed and submitted to the RFP Administrator by the proposal submission deadline**.

0. City of Los Angeles Contract Compliance Requirements Checklist
1. Los Angeles Residence Information Form
2. Declaration of Non-Collusion
3. Contractor Responsibility Ordinance (CRO) Questionnaire
4. Municipal Lobbying Ordinance – Bidder Certification CEC Form 50
5. Contributions and Fundraising Restrictions Ordinance – Bidder Certification CEC Form 55
6. CA Iran Contracting Act of 2010 Affidavit
7. Business Inclusion Program (BIP) Schedule A

END OF SECTION

PART 7—APPENDIX

A. RFP Appendix.

Please refer to the below attachments and instructions included in Part 2 of this RFP for step-by-step instructions on the documents that are required to **<u>be completed and submitted to the RFP Administrator by the proposal submission deadline.</u>** The below list of attachments also includes the City general contracting provisions which do not have any forms that are required to be completed at the time of your proposal submission and are provided for your reference. Please review each document carefully for additional information.

1. Standard Provisions for City Contracts (Rev. 9/22) [v.1]
2. Required Insurance and Minimum Limits
3. Business Inclusion Program (BIP) Walkthrough Manual
4. Systems Handout
    a. Attachment A – Claims Enterprise Bill Review Payment File Specifications
    b. Attachment B – Document Image Index File Specifications
    c. Attachment C – Bill Review Export Specifications
    d. Attachment D – Attorney Information Export
5. Sample Contract
6. Performance Requirements and Fees
7. Pricing Methodology

END OF SECTION