

**REQUEST FOR PROPOSALS FOR  
CITYWIDE ONLINE TRAINING ACADEMY**  
City of Los Angeles - Personnel Department  
Equal Employment Opportunity and Employee Development Division

**DATE ISSUED:** November 3, 2009

**TITLE:** CITYWIDE ONLINE TRAINING ACADEMY

**DESCRIPTION:** Development and delivery of a curriculum for computer based training on a variety of topics to supplement the already existing Citywide Training Program.

**INITIAL TERM:** One (1) year

**RENEWAL OPTIONS:** Two (2) one-year Options

**PROPOSAL DELIVERY ADDRESS:**

City of Los Angeles, Personnel Department  
Equal Employment Opportunities/Employee Development Division  
Attn: Eduardo Garcia  
700 E. Temple Street, Room 380  
Los Angeles, CA 90012

**NON-MANDATORY PRE-PROPOSAL CONFERENCE:** November 19, 2009

**DEADLINE FOR SUBMITTING PROPOSAL:** January 6, 2010 at 4:00 PM

**CONTRACT ADMINISTRATOR:**

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Equal Employment Opportunities/Employee Development Division  
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# TABLE OF CONTENTS

<b>REQUEST FOR PROPOSALS.....</b>	<b>4</b>
<b>1. INTRODUCTION .....</b>	<b>4</b>
<b>2. GENERAL INFORMATION.....</b>	<b>5</b>
2.1. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS .....	5
2.1.1. <i>In Writing</i> .....	6
2.1.2. <i>Electronic Sample of Content and Learning Management System</i> .....	6
2.1.3. <i>Cover Letter</i> .....	6
2.1.4. <i>Authorized Signatures</i> .....	6
2.1.5. <i>Number of Copies Required</i> .....	7
2.1.6. <i>Information Requested and Not Furnished</i> .....	7
2.1.7. <i>Alternatives</i> .....	7
2.1.8. <i>Proposal Errors</i> .....	7
2.1.9. <i>Waiver of Minor Administrative Irregularities</i> .....	8
2.1.10. <i>Interpretation and Clarifications</i> .....	8
2.2. COST OF RFP .....	8
2.3. PRE-PROPOSAL CONFERENCE .....	8
2.3.1. <i>Purpose of Pre-Proposal Conference</i> .....	8
2.3.2. <i>How to Prepare Questions</i> .....	8
2.4. SUBMISSION DEADLINE .....	8
2.5. LATE PROPOSALS .....	9
2.6. WITHDRAWAL OF PROPOSALS .....	9
2.7. AMERICANS WITH DISABILITIES ACT.....	9
2.8. AWARD OF CONTRACT .....	9
2.9. REJECTION OF PROPOSALS.....	9
2.10. PROPOSAL PROTEST.....	10
2.11. CONTRACTOR EVALUATION PROGRAM .....	10
<b>3. GENERAL TERMS AND CONDITIONS.....</b>	<b>10</b>
3.1. DEFINITION OF TERMS .....	10
3.2. PROPERTY OF CITY/PROPRIETARY MATERIAL .....	11
3.3. ADDENDUM(A) .....	11
3.4. MULTIPLE PROPOSALS.....	11
3.5. PRE-AWARD NEGOTIATIONS .....	11
3.6. EXECUTION OF CONTRACT .....	11
3.7. AMENDMENTS/MODIFICATIONS/CHANGE ORDERS.....	12
3.8. PRIME CONTRACTOR .....	12
3.9. SUBCONTRACTORS/JOINT VENTURES .....	12
3.9.1. <i>Copies of Subcontractor Agreements</i> .....	12
3.10. SUPPLIER PERFORMANCE FEEDBACK MEETINGS .....	12
3.11. REPLACEMENT OF CONTRACTOR’S STAFF .....	13
3.12. CONTRACTOR’S ADDRESS .....	13
<b>4. STATEMENT OF WORK SPECIFICATIONS- PROPOSAL/QUOTE SECTION .....</b>	<b>13</b>
4.1. SCOPE OF WORK REQUIREMENTS AND DESCRIPTION OF MATERIALS AND SERVICES TO BE PROVIDED .....	13
4.1.1. <i>Deliverables</i> .....	14
4.1.1.1. <i>Content</i> .....	14
4.1.1.1.1. <i>Supervision</i> .....	14
4.1.1.1.2. <i>Customer Service</i> .....	14
4.1.1.1.3. <i>Equal Employment Opportunity for Supervisors</i> .....	15
4.1.1.1.4. <i>Disability and Reasonable Accommodation</i> .....	15

4.1.1.2.	Learning Management System (LMS).....	15
4.1.1.2.1.	Server (LMS) Requirements .....	16
4.1.1.2.2.	Data Sync and Automation (LMS) .....	16
4.1.1.2.3.	City Produced SCORM Training .....	16
4.1.2.	Project Cost .....	16
4.1.2.1.1.	Content.....	16
4.1.2.1.2.	Edits and Revisions Subsequent to Implementation of Training.....	17
4.1.2.1.3.	LMS.....	18
4.1.2.1.4.	Technical Assistance for City Produced Courses .....	18
4.1.2.1.5.	All other Technical Assistance .....	19
4.1.2.1.6.	Instructor-led course.....	19
4.1.3.	Data and Communication .....	19
4.1.4.	Assigned Personnel.....	19
4.1.5.	Special Requirements.....	20
4.2.	TECHNICAL SPECIFICATIONS .....	20
4.3.	ACCEPTANCE OF WORK/QUALITY ASSURANCE.....	20
4.4.	OPTIONAL MATERIALS/ SERVICES.....	20
<b>5.</b>	<b>SPECIFIC TERMS AND CONDITIONS .....</b>	<b>21</b>
5.1.	TERM.....	21
5.2.	OPTION TO RENEW .....	21
5.3.	PAYMENT TERMS/PAYMENT SCHEDULES/INVOICING INSTRUCTIONS .....	21
5.4.	STATUTORY REQUIREMENTS .....	21
5.5.	GOVERNING LAW .....	21
5.6.	CALIFORNIA STATE SALES TAX.....	22
5.7.	CALIFORNIA STATE BOARD OF EQUALIZATION PERMIT .....	22
5.8.	FEDERAL EXCISE TAXES.....	22
<b>6.</b>	<b>CONTRACT ATTACHMENTS.....</b>	<b>22</b>
<b>7.</b>	<b>EVALUATION CRITERIA .....</b>	<b>22</b>
7.1.	EVALUATION FACTORS.....	22
<b>8.</b>	<b>REQUEST FOR PROPOSAL (RFP) SCHEDULE.....</b>	<b>23</b>
<b>9.</b>	<b>PROPOSER BACKGROUND INFORMATION.....</b>	<b>23</b>
<b>10.</b>	<b>PROPOSER REFERENCES .....</b>	<b>24</b>
<b>11.</b>	<b>PAST FAILURE TO COMPLETE WORK AWARDED .....</b>	<b>24</b>
<b>12.</b>	<b>BUSINESS ORGANIZATION.....</b>	<b>25</b>
<b>13.</b>	<b>PROPOSED SUBCONTRACTOR INFORMATION .....</b>	<b>25</b>
<b>14.</b>	<b>PROPOSER SIGNATURE DECLARATION PAGE.....</b>	<b>26</b>

# REQUEST FOR PROPOSALS

## CITYWIDE ONLINE TRAINING ACADEMY

### 1. INTRODUCTION

The Mission of the Personnel Department is to partner with other City Departments to develop and sustain a diverse workforce which reflects the City's population and provides quality public service to the residents of Los Angeles. With this goal in mind, the Personnel Department is looking for qualified Contractors to develop and deliver a curriculum for computer based training on a variety of topics to supplement its existing Citywide Training Program.

A successful Proposer will develop or provide low-bandwidth, Sharable Content Object Reference Model (SCORM) compliant, web-based content, with interactive and multimedia components such as trivia questions, games, tests, sound, image, animation or video. The content will become the property of the City of Los Angeles once completed. The training must be customized to address specific City-related needs, such as the incorporation of City policies and procedures.

In addition to providing content, the Contractor must also provide a Learning Management System (LMS) to host, track and support City-produced SCORM compliant training as specified in the Deliverables section of this document. The LMS must be customized to automate data reporting to and from the City's Training Management System (TMS). A simple and easy to use LMS interface is preferred. Experience developing training for a governmental entity is highly desirable. The Content and LMS will collectively be known as the "Academy".

The target audience will consist of approximately 10,000 users in the initial phase of the training. Users' computer experience ranges from beginner to advanced and will come from a variety of clerical, supervisory, field staff and executive management classifications. Users will access the training from their own work stations, from terminals provided by their Departments throughout the City of Los Angeles, or their personal computers from home.

In the initial phase of the training the following four topics will be covered:

- Supervision
- Customer service
- Equal Employment Opportunity for Supervisors
- Disability and Reasonable Accommodation (ADA and FEHA compliance)

Future phases of the Academy may include training on topics such as Change Management, Civil Service Rules, Coaching For Managers, Communication Skills, Conducting the Selection Interview, Conflict Management, Delegation, Diversity in the

Workplace, E-mail Etiquette, Facilitation and Meetings Skills, Interview Skills Training, Leadership Skills, Office Administration Skills, Performance Appraisals, Project Management, Public Speaking, Report Writing, Stress Management, Team Building, Time Management, and other soft skills.

The Contractor must also be able to:

- Provide source code for the training content on CD-ROM;
- Provide a stand-alone (non-web) copy of the training content for audit and archival purposes;
- Provide a written transcript of the online courses; and
- Collect, track, and report instruction and participant information according to the specifications in the Deliverables section of this document.

The selected Proposer will be required to meet with City management to plan and implement this training program. The Contractor will provide all training materials, software, hosting and support staff. The City of Los Angeles will use existing hardware to access the e-learning course, as stipulated in the Data and Communications section of this document.

All questions regarding the RFP and proposals are to be directed to:

Eduardo Garcia, Training Analyst  
Equal Employment Opportunities and Employee Development Division  
Personnel Department  
700 E. Temple Street, Room 380, Los Angeles, CA 90012  
Telephone (213) 473-0161  
[eduardo.garcia@lacity.org](mailto:eduardo.garcia@lacity.org)

Failure to comply with this requirement, other than as specifically permitted in the RFP will disqualify a Proposer from further consideration.

## **2. GENERAL INFORMATION**

It is the Personnel Department's intent to award a contract, in a form approved by the City Attorney, to the selected Proposer(s). Proposals accepted by the City in writing constitute a legally binding contract offer. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material.

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

Proposals will be based only on the material contained in the RFP, pre-proposal conference responses, amendments, addenda and other material published by the City relating to the RFP. The Proposer will disregard any

previous draft material and oral representations that may have been obtained by the Proposer.

Proposals will be submitted in accordance with the requirements set in this RFP.

### **2.1.1. In Writing**

All proposals must be submitted in writing and Proposers will complete and return all applicable documents including forms, appendices, specifications, drawings, schematic diagrams and any technical and/or illustrative literature. The City may deem a Proposer non-responsive if the Proposer fails to provide all required documentation and copies.

Please provide the following in your proposal:

- A well-defined project approach for scope of work including a description of interactivity and media treatments.
- A project schedule and work plan that depicts intermediate tasks and milestone events.
- A description of your course development process.
- A description of quality control processes.

### **2.1.2. Electronic Sample of Content and Learning Management System**

Proposers must include sample course content and a demo of the Learning management System (LMS). Links on the web are acceptable, however, Proposers may also submit via other media, such as CD, DVD, flash drive, etc. The samples submitted may be “test sites” or multimedia presentation of any kind which illustrates the functions of the LMS and showcases the proposer’s produced content (portfolio). The primary criteria used to evaluate Proposer qualifications will be the content of the written RFP package. Electronic submissions alone cannot be used as a replacement for a written proposal.

### **2.1.3. Cover Letter**

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

### **2.1.4. Authorized Signatures**

Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one

Proposer or one legal entity. The proposal must identify the responsible entity.

#### **2.1.5. Number of Copies Required**

Proposers are required to submit one original proposal with attachments signed in ink and six copies of the proposal without attachments.

Original and copies should be identified as such. If any proposal contains any trade secrets, or other proprietary information that the Proposer claims is exempt from the California Public Records Act (See Section 3.2 of this RFP), a redacted copy of the proposal must also be submitted. Written proposals must be presented in a sealed envelope. Proposer must enter the title and Proposer's name on the outside of the envelope. Sealed proposals are to be delivered to the address listed in this RFP no later than the stated proposal opening date and time.

#### **2.1.6. Information Requested and Not Furnished**

The information requested and the manner of submission is essential to permit prompt evaluation of all proposals. Accordingly, the City reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

#### **2.1.7. Alternatives**

The Proposer will not change any wording in the RFP or associated documents. Any explanation or alternatives offered will 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.

#### **2.1.8. Proposal Errors**

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

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

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

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

### **2.1.10. Interpretation and Clarifications**

The City will consider prospective recommendations or suggestions regarding any requirements before the pre-proposal conference. All recommendations or suggestions must be in writing and submitted to the Contract Administrator. The City reserves the right to modify requirements on any RFP if it is in the best interest of the City.

## **2.2. Cost of RFP**

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

## **2.3. Pre-proposal Conference**

A non-mandatory pre-proposal conference will be held to receive questions from prospective Proposers regarding this RFP. The conference has been scheduled for **November 19, 2009**, at the Personnel Building, 700 E. Temple Street, Room 350, Los Angeles.

### **2.3.1. Purpose of Pre-Proposal Conference**

The purpose of the conference is to clarify the contents of this RFP and to discuss the Personnel Department's needs.

### **2.3.2. How to Prepare Questions**

To maximize the effectiveness of the conference, the Personnel Department requests that, to the extent possible, Proposers provide questions in writing prior to the conference. This will enable the Personnel Department to prepare responses in advance. Specific questions concerning the RFP should be submitted in writing to the Contract Administrator, Eduardo Garcia, 700 E. Temple Street, Room 380, Los Angeles, California 90012. Additional questions may be accepted at the conference. However, responses may be deferred and provided as addenda to the RFP at a later date.

## **2.4. Submission Deadline**

Sealed proposals are to be delivered by Proposers to:

**City of Los Angeles Personnel Department  
700 E. Temple Street  
Room 380**

**Los Angeles, CA 90012  
Attention: Eduardo Garcia**

Proposals must be received by 4:00 P.M. on **January 6, 2010**.

### **2.5. Late Proposals**

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

### **2.6. Withdrawal of Proposals**

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

### **2.7. Americans with Disabilities Act**

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

### **2.8. Award of Contract**

Award of contract will be made to the Proposer(s) with the best combination of price, experience, and quality of service delivery. Awards are not restricted to the lowest offer or bid. The City may award contracts to more than one Proposer. Please see the "Evaluation Criteria" section of this document for more detailed information.

### **2.9. Rejection of Proposals**

The City reserves the right to reject any or all proposals; to waive any minor informality in proposals received; to reject any unapproved alternate proposal(s); and reserves the right to reject the proposal of any Proposer who has previously failed to perform competently in any prior business relationship with the City. The rejection of any or all proposals will not render the City liable for costs or damages.

## **2.10. Proposal Protest**

Any protest to a proposal award(s) must be in writing and submitted within 14 calendar days of the dated notification of contract award. Upon receipt of protest, the Contract Administrator will furnish protester with a written statement setting forth the reasons for the proposed award based on the lowest ultimate cost and best overall value to the City and will hold a hearing within five (5) working days after receiving the protest, unless waived by the Proposer.

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

## **2.11. Contractor Evaluation Program**

When the term of the Contract pursuant to this RFP has concluded, the City will conduct an evaluation of the Contractor's performance. The City will also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or 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 will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation and any response from the Contractor to evaluate proposals and to conduct reference checks when awarding other service contracts.

## **3. GENERAL TERMS AND CONDITIONS**

### **3.1. Definition of terms**

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

- a. "City" will mean the City of Los Angeles.
- b. "Department" will be considered synonymous with the City's Personnel Department
- c. "Agreement" will be considered synonymous with term "Contract."
- d. "Contractor" will mean the individual, partnership, corporation or other entity to which this agreement is awarded, and will be synonymous with the term "Proposer".
- e. "Academy" will mean the training content and Learning Management System, collectively.

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

All proposals submitted in response to this RFP will become the property of the City of Los Angeles and subject to the State of California Public Records Act. Proposers must identify all trade secrets or other proprietary information that the Proposers claim are exempt from the California Public Records Act (California Government Code Section 6250 et seq.).

In the event a Proposer claims such an exemption, the Proposer is required to state in the proposal the following: “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.

### **3.3. Addendum(a)**

The Personnel Department reserves the right to submit addendum(a) to this RFP which may add additional requirements to be considered responsive. All Proposers must acknowledge any addendum(a) issued as a result of any change in this RFP on the Proposer’s Signature Declaration Page. Failure to indicate receipt of addendum(a) may result in a proposal being rejected as non-responsive.

### **3.4. Multiple Proposals**

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

### **3.5. 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, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. in order to insure successful administration of the contract.

### **3.6. Execution of Contract**

Unless otherwise stated, proposals submitted will be irrevocable for a period of 90 days following the proposal opening date. A response to this RFP is an offer to contract with the City based upon the terms, conditions, service level agreement and specifications contained in the proposal submitted. A contract will be developed after the City makes an award to the selected Proposer(s).

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

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

### **3.8. Prime Contractor**

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

### **3.9. Subcontractors/Joint Ventures**

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

The provisions of 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 resultant agreement.

#### **3.9.1. Copies of Subcontractor Agreements**

Upon written request from the City, the Contractor will supply the City with all Subcontractor agreements.

### **3.10. Supplier Performance Feedback Meetings**

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

### **3.11. Replacement of Contractor's Staff**

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

### **3.12. Contractor's Address**

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

## **4. STATEMENT OF WORK SPECIFICATIONS- PROPOSAL/QUOTE SECTION**

Each of the requirements listed below should be addressed in the Proposal, with reference to the identical alphanumeric designation and in the same order as they are presented in the RFP.

### **4.1. Scope of Work Requirements and Description of Materials and Services to Be Provided**

A Proposer proposing an e-learning training Academy will:

- Develop or provide all aspects of the course, including, but not limited to, software, graphics, audio and video presentation, and closed captioning;
- Build or tailor a Learning Management System (LMS) to meet specific requirements as stipulated in section 4.1.1.2 below;
- Certify they own copyright or have obtained permission to use the content in the training courses to sell to the City, and release the City from any liability as a result of infringement of copyright;
- Ensure images or video of actors and models used in training vignettes, if any, reflect the diverse population and workforce of the City of Los Angeles;
- Provide training and support to personnel assigned to track the course and implement future training;
- Ensure content conforms to SCORM 1.2 or above standards (2004 preferred);
- Use assessment tools such as quizzes to ensure participant learning and assess retention;

- Keep all training data collected or received from City and its employees secure and confidential; and
- Furnish all training statistical data to the City of Los Angeles at the completion of the contract.

In rare instances, if web-based training cannot be accommodated for the visually impaired or disabled, the Proposer may be asked to provide instructor-based (in person) training. This training may include, but is not limited to, mandatory Sexual Harassment training, taught by subject matter experts, and must meet the requirements set by the State of California.

#### **4.1.1. Deliverables**

##### **4.1.1.1. Content**

The selected Proposer will meet with City management to plan and develop curriculum for e-learning courses for supervisors and customer service representatives. The Proposer must incorporate or exclude any content as requested by the City, and City must approve such training prior to the implementation of the training.

The training content will become the exclusive property of the City of Los Angeles. This program will exist on the web and will include interactive and multimedia content such as trivia questions, games, tests, sound, image, animation or video.

The initial phase of the Academy will provide training on the following topics:

##### **4.1.1.1.1. Supervision**

This program should include basic supervisory responsibilities, principles, and practices that promote efficiency and results-oriented job performance. After completing this program, participants should demonstrate increased knowledge of supervisory responsibilities, work delegation, and performance appraisals. They will also learn techniques for providing subordinates with constructive feedback, coaching, and counseling.

##### **4.1.1.1.2. Customer Service**

This program should provide tips and strategies for delivering quality service (both in person and on the telephone) to internal and external customers in varied public sector settings. Training topics should include listening skills, dealing

with difficult situations, telephone etiquette and front counter etiquette. After completing this program, participants should demonstrate increased knowledge of customer service skills, dealing with difficult situations, and effective problem solving.

#### **4.1.1.1.3. Equal Employment Opportunity for Supervisors**

This program should address the supervisor's equal employment opportunity responsibilities in accordance with Federal, State, and City of Los Angeles, non-discrimination policies. Participants should learn how to identify and eliminate discrimination, how to investigate employee complaints, how to prevent retaliation against those employees, and when and how to accommodate a disabled employee under State and Federal Disability laws.

#### **4.1.1.1.4. Disability and Reasonable Accommodation**

This program should increase the level of employee knowledge and understanding about disabilities, improve employee awareness and sensitivity to City employees living and working with disabilities, and ensure that supervisors and Human Resources staff know the Reasonable Accommodation Placement process. This program will require extensive customization to meet the specific needs of the City of Los Angeles.

#### **4.1.1.2. Learning Management System (LMS)**

The Proposer will provide a Learning Management System (Software-as-a-Service) to track all aspects of training, including, but not limited to: employee name, identification number, employing department, classification, email, course completion status, percentage, questions answered incorrectly, date, time spent completing the course, and other parameters, in SCORM format, as defined by the City of Los Angeles prior to implementation. The software must be compatible with City standard equipment (PC) and standard internet software (e.g. Internet Explorer, Firefox, and Flash).

All proposals should provide software and courseware requirements as well as technical support to provide an interactive computer course. Please provide the average implementation time for an LMS in your proposal.

The following are some of the features requested:

- LMS must be SCORM compliant (SCORM 2004 preferably);
- LMS should be Web-based and delivered Software-as-a-Service (SaaS);

- LMS should have advanced administration tools (multi-level administrator rights for system administrators, department coordinators, and users);
- LMS should have the ability to generate specialized reports, including, but not limited to, specific question responses by employee;
- LMS should have customizable User Interface (color scheme, logo, etc.);
- LMS should provide electronic certificates of completion;
- LMS must have survey tools (training evaluations); and
- LMS must have the ability to run customizable reports and extract data in CSV, XLS format, or PDF.

#### **4.1.1.2.1. Server (LMS) Requirements**

- Single-tenant database
- Proposers must provide documentation of their facility's physical security
- Proposers must provide documentation of their network's logical security (e.g., internal server and firewall setup)
- Must be able to support a minimum of 500 simultaneous connections to training

#### **4.1.1.2.2. Data Sync and Automation (LMS)**

- Integrate and automate data sync, such as Employee IDs, Names, Departments, Course information and Email, with the City's Training Management System (ColdFusion application on a DB2 database)
- Automate E-mail reminders/notifications (editable)

#### **4.1.1.2.3. City Produced SCORM Training**

- City Staff (Administrator) must have the ability to incorporate City-produced SCORM compliant training into the LMS
- Must have real time content upload capability

### **4.1.2. Project Cost**

Proposers will indicate the cost of providing the deliverables listed above in their entirety.

#### **4.1.2.1.1. Content**

The Proposer will enumerate the time required to assemble each course, inclusive of all content (images, videos, quizzes, etc.) and cost per completed hour course. Proposer should indicate average

“Time to Develop One Hour of Training” in degrees of complexity, which may include:

<b>Time and Cost Per Course</b>		
	<b>Time to Develop a Completed Hour of Training</b>	<b>Cost Per Completed Hour of Training</b>
Limited interactivity (minimal animations, video, interactive content)		
Moderate interactivity (limited animations, video, interactive content)		
High interactivity (multiple animations, video, interactive content)		

Proposer acknowledges and agrees that all documents, publications, databases, videos, reports, analyses, studies, drawings, information, or data (collectively referred to as “Materials”), originated and prepared by Contractor pursuant to any resulting agreement, will be deemed “Work Made for Hire” and shall become the property of City for its use in any manner it deems appropriate. To the extent that any such Materials are not deemed to be a Work Made for Hire, the Proposer agrees to assign any and all of its respective interests and rights in such Materials to the City. The quoted cost of the course must be inclusive of all the facts stated above.

Prior to the implementation of the training, the Proposer must incorporate or exclude any content, as requested by the City.

**4.1.2.1.2. Edits and Revisions Subsequent to Implementation of Training**

Proposer shall enumerate the cost of revisions or edits to the training content which may occur subsequent to the publishing of a

successful training course. Such edits may need to be made as a result of new laws or policies and will need to be incorporated into the training. Unless otherwise agreed upon by the City, edits and revisions must be made within 30 days of any request.

<b>Revisions</b>		
	<b>Time to Develop a Completed Hour of Training</b>	<b>Cost Per Hour of Training</b>
Limited interactivity (minimal animations, video, interactive content)		
Moderate interactivity (limited animations, video, interactive content)		
High interactivity (multiple animations, video, interactive content)		

**4.1.2.1.3. LMS**

The Proposer will enumerate average pricing for hosted solutions for the following scenarios:

- 10,000 learners
- 20,000 learners
- 30,000 learners
- 40,000 learners

**4.1.2.1.4. Technical Assistance for City Produced Courses**

As stated, City staff (Administrator) must have the ability to incorporate City-produced SCORM 1.2 compliant training into the LMS (real time content upload capability). The Proposer may be asked to troubleshoot or provide technical support on City-produced courses, which may include testing the content prior to publishing to ensure that everything is properly configured to report to the LMS correctly. The Proposer shall enumerate the cost for providing technical support on an hourly basis on City Produced Courses, if not absorbed elsewhere in the contract.

#### **4.1.2.1.5. All other Technical Assistance**

All other technical support, including that stipulated in the Deliverables section of this document (i.e., provide training and support to personnel assigned to track the course and implement future training), should be included as part of the contract.

#### **4.1.2.1.6. Instructor-led course**

In the event that the City requests instructor-based training (in person) to accommodate the visually impaired or disabled unable to complete the training using a computer format, the Proposer will enumerate all required costs on a per class basis. Cost description will include the length of the training course and the lead time necessary to provide the course. All e-learning and instructor based training must include all costs including all required and necessary tools, equipment and materials (manuals, travel and incidental expenses necessary to accomplish the services requested).

#### **4.1.3. Data and Communication**

This program will exist on the web and will include interactive and multimedia content such as trivia questions, games, tests, sound, image, animation or video. The final deliverable of the program must meet the following criteria:

- Must be compatible with Windows XP and Vista
- Be compatible with IE 6.0
- Must not require the installation of non-standard (please see technical specifications below for standards) or special software

#### **4.1.4. Assigned Personnel**

The Contractor must provide the names of key personnel, whom the Contractor employs or hires through subcontract, and which project functions they perform. For each person listed, the following information should be provided:

- a. Description of the work he or she will perform.
- b. Amount of time he or she will be assigned to work on the project.
- c. Academic achievements, including all college undergraduate and graduate education.
- d. Relevant work experience in years and level of responsibility.
- e. A summary of experience in successful completion of multimedia or web-based courseware projects. (If

experienced in more than one delivery method, please include descriptions of each).

The City reserves the right to approve/accept key personnel. Proposer must notify City if personnel cannot continue on a project. City must approve replacement personnel

#### **4.1.5. Special Requirements**

Experience providing training in a governmental Proposer is preferable, but not mandatory.

#### **4.2. Technical Specifications**

Proposer should provide e-learning utilizing City standard software and hardware. Below are the City's preferred IT standards:

Client Tier: Pentium IV 2.0GHz, 1GB memory, 40GB HDD, Windows XP SP3, IE 6.0, Flash 7.

#### **4.3. Acceptance of Work/Quality Assurance**

The selected Proposer will be expected to meet with Personnel Department to design and implement a training program that meets the City's needs. The selected Proposer must prepare materials for the training program based on the agreed requirements and obtain Department approval before training commences. The selected Proposer will provide all training sessions in accordance with the contract. Training materials and course outline must be approved by Personnel Department staff prior to training. Please provide the following in your proposal:

- A well-defined project approach for scope of work including a description of interactivity and media treatments.
- A project schedule and work plan that depicts intermediate tasks and milestone events.
- A description of your course development process.
- A description of quality control processes.

#### **4.4. Optional Materials/ Services**

Proposers are encouraged to offer materials and/or services directly related to the specifications within this RFP but not included in it, which will enhance the performance of City Staff in the fulfillment of the goal(s) of this RFP. Optional materials/services 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.

## **5. SPECIFIC TERMS AND CONDITIONS**

### **5.1. Term**

The term of the resulting Contract will be for a period of one year from the effective date of the final signatures and approval by the General Manager of the Personnel Department, City Attorney, City Administrative Office, Mayor's Office and the authorized Contractor.

### **5.2. Option to Renew**

The City reserves the right and option to renew the contract for up to **two** (2) additional one-year periods.

### **5.3. Payment Terms/Payment Schedules/Invoicing Instructions**

Payment will be based on the delivery of goods and services as agreed to in the Contract.

#### **5.3.1 Complete Invoices**

The City's payment terms are payment within thirty (30) days of receipt of invoice. Payment may be sooner where cash discounts are offered for early payment. In no event will payment be made prior to the City's verifying and approving: 1) the services were received; 2) the work was approved; and 3) a proper invoice has been submitted.

A proper invoice will include, but will not be limited to:

1. Contractor's name and remittance address as listed in the Contract;
2. Contractor's Business Tax Registration Number; and
3. Contract number assigned by the City.

### **5.4. Statutory Requirements**

Attached to this RFP as Attachment A are the Standard Provision for City Contracts (Rev. 3/09) and Checklist. Please review this information carefully. Compliance with these requirements and submission of necessary forms is mandatory at the time of submission of a proposal, prior to award of contract, or both. These requirements will be discussed in detail at the Proposer conference. Failure to comply with the requirements will render proposals non-responsive and eliminate them from consideration.

### **5.5. Governing Law**

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

**5.6. California State Sales Tax**

Do not include California State sales tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.

**5.7. California State Board of Equalization Permit**

Proposer will enter the company’s State of California Board of Equalization permit number on the proposal form. If the company does not have this permit, the Proposer will sign the proposal form declaring that the company has no California sales tax permit.

**5.8. Federal Excise Taxes**

The City of Los Angeles is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal excise exemption certificates will be furnished by the Department of General Services upon request.

**6. CONTRACT ATTACHMENTS**

Attachment A: Standard Provisions for City Contracts (Rev. 3/09) and Checklist

**7. EVALUATION CRITERIA**

All proposals will be initially reviewed to determine if they are responsive to all of the City’s statutory requirements. Those proposals deemed non-responsive will be eliminated from consideration.

Those proposals deemed responsive will be evaluated by a committee consisting of City Human Resources and Information Technology management-level staff. Approval of the final selection(s) will be made by the General Manager of the Personnel Department.

**7.1. Evaluation Factors**

Evaluation of submitted proposals will be based on the following factors and the points available for each factor.

<b>Evaluation Factor</b>	<b>Maximum Points</b>
<b>Experience of the Proposer as a firm/depth of resources</b>	<b>20</b>
<b>Experience and qualifications of key personnel assigned</b>	<b>20</b>
<b>Past performance of the Firm on contracts of similar size and scope – References</b>	<b>20</b>
<b>Quality and Responsiveness of the Proposal</b>	<b>10</b>
<b>Quality Assurance guarantees</b>	<b>10</b>

<b>Proposed Level of Fees – Best Overall Value to the City</b>	<b>20</b>
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Proposers submitting the highest-rated written responses may be called for an oral interview to further assess their qualifications.

**8. REQUEST FOR PROPOSAL (RFP) SCHEDULE**

This schedule indicates estimated dates for the RFP process. The City reserves the right to adjust this schedule when appropriate.

<b>Date</b>	<b>Event</b>
11/3/2009	Release RFP to potential Proposers
11/09/2009	Deadline for receiving written questions for pre-proposal conference
11/19/2009	Pre-proposal conference
11/25/2009	Issue addendum in response to pre-proposal conference, if applicable
1/06/2010	RFP RESPONSES DUE
01/20/2010	Begin RFP evaluations
02/05/2010	Develop “short list” of Proposers
02/22/2010	Negotiate with apparent successful Proposer
07/01/2010	Execute contract

**9. PROPOSER BACKGROUND INFORMATION**

<b>Proposer’s Contact Name:</b>
<b>Contact Title:</b>
<b>Mailing Address:</b>
<b>Location of Business (if different from mailing address):</b>
<b>Telephone Number:</b>
<b>Mobile Telephone Number:</b>
<b>24-Hour Tel. Number:</b>
<b>Fax Number:</b>
<b>E-mail Address:</b>
<b>Remittance Address (if different from mailing address):</b>


**10. PROPOSER REFERENCES**

**10.1 Customer and Bank references**

The Proposer must submit a minimum of three non-Proposer owned customer references and a minimum number of one banking reference whose banking services have been provided for or used by the Proposer within the last three (3) years. Materials and/or services provided to these customers must be of comparable size to the City's requirements within this proposal.

**Include the following for each reference:**

<b>CUSTOMER REFERENCES</b>	<b>BANK REFERENCES</b>
Company Name	Company Name
Name of Contact	Name of Contact
Title of Contact	Title of Contact
Telephone Number	Telephone Number
Dates and Types of Services Provided:	Dates of Banking Services Used:

The City may, at its option, contact other known Proposer's customers for references.

**11. PAST FAILURE TO COMPLETE WORK AWARDED**

If the Proposer has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue was either not litigated, or litigated and such litigation determined the Proposer to be in default. Submit full details of all termination for default experienced by the Proposer during the past five years including the other party's name, address and telephone number. Present the Proposer's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposer's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Proposer.

If the Proposer has experienced no termination for default in the past five years, so indicate.

## **12. BUSINESS ORGANIZATION**

Proposer will provide an overview of the entity submitting this RFP including the following information.

1. Date entity was established and location of entity when established
2. Location of headquarters
3. Total number of employees
4. Total number of employees in the City of Los Angeles and Southern California
5. Annual revenues
6. Organization chart indicating the positions and names of the core management team which will undertake this project
7. Resumes for all core team members
8. Brief history and description of entity

## **13. PROPOSED SUBCONTRACTOR INFORMATION**

If applicable to proposal, the following information must be provided for each proposed Subcontractor. Attach and submit this information with this proposal. If Subcontractors will not be utilized, so indicate.

1. Subcontractor's name, mailing address, phone number
2. Subcontractor's contact name, title, phone number
3. Subcontractor's registration # and/or license #, if applicable
4. Description of work to be subcontracted
5. Reason(s) for subcontracting
6. Percentage of total contract to be subcontracted and dollar amount
7. If Subcontractor is a MBE, WBE or OBE

**14. PROPOSER SIGNATURE DECLARATION PAGE**

The undersigned hereby offers and agrees to furnish the goods and/or routine services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFP document and any written exceptions in the offer accepted by the City.

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

Each proposal must be signed on behalf of the Proposer by an officer authorized to bind the Proposer to the proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

Company Name \_\_\_\_\_  
Printed Name of Authorized Person \_\_\_\_\_  
Signature of Authorized Person \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Date \_\_\_\_\_

The Proposer hereby acknowledges receipt of and agrees this submittal is based on the RFP and the following addenda. Failure to indicate receipt of addenda may result in the proposal being rejected as non-responsive. To constitute a responsive proposal you must return all pages of the proposal forms.

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_  
ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_  
(If additional addenda are issued, attach a complete listing when submitting this proposal.)

**NO PROPOSAL**

If not submitting a proposal please state reason and return this sheet to the <b>Personnel</b> <b>Department</b>