

**REQUEST FOR PROPOSAL FOR
WORKPLACE VIOLENCE PREVENTION PROGRAM
CITY OF LOS ANGELES
PERSONNEL DEPARTMENT
MEDICAL SERVICES DIVISION
520 EAST TEMPLE STREET
LOS ANGELES, CA 90012**

DATE ISSUED: October 2, 3009

TITLE: WORKPLACE VIOLENCE PREVENTION PROGRAM

DESCRIPTION: Expert, professional consulting and direct service provision of critical elements of the City's Workplace Violence Program. This includes the development and delivery of management and employee training in the area of workplace violence prevention and response; on-site analysis and intervention in work environments that are dysfunctional and may represent the potential for violence; and post incident analysis and intervention to assist management in directing the workplace back to productivity and a healthy work environment.

INITIAL TERM: One year

RENEWAL OPTIONS: Two (2) one-year options

PROPOSAL DELIVERY ADDRESS:

**City of Los Angeles
Personnel Department,
Medical Services Division
520 E. Temple Street
Los Angeles, CA 90012
Attn: JOANNE O'BRIEN**

**MANDATORY PRE-PROPOSAL CONFERENCE: October 16, 2009, 10:00 AM
520 East Temple Street, Room 136, Los Angeles, CA 90012**

DEADLINE FOR SUBMITTING PROPOSAL: November 6, 2009 at 4:00 p.m.)

CONTRACT ADMINISTRATOR: JOANNE O'BRIEN

PHONE: (213) 473-7033 FAX: (213) 473-3776

E-MAIL: joanne.obrien@lacity.org

REQUEST FOR PROPOSAL

WORKPLACE VIOLENCE PREVENTION PROGRAM

1. INTRODUCTION

The City of Los Angeles is seeking an individual(s) or firm to provide critical elements of the City of Los Angeles' Workplace Violence Prevention Program.

The City of Los Angeles provides the full range of municipal government services to over 4 million people within a 476 square mile service area. The City workforce is comprised of over 44,000 employees in over 1,200 unique classifications, working in 44 different operating departments. The workforce is a diverse, multi-ethnic and multi-cultural workforce that is generally reflective of the residents of Los Angeles.

The City of Los Angeles is fully committed to the safety of the workforce and works diligently to ensure that all worker safety concerns are addressed expeditiously. One element of the City's worker safety program is the Workplace Violence Policy and Guidelines. This policy was adopted in 1997, and most recently updated in 2007. The policy covers the entire spectrum of potential violence, including violence from employees, customers, and the public at large. The policy establishes zero tolerance for violence in the workplace, provides for on-going training, identification of pre-incident behavioral warning signs, and includes provisions for Threat Assessment Teams to evaluate potentially violent work environments and direct the appropriate intervention or corrective action.

During 2006, the City of Los Angeles reviewed its workplace violence policy and procedures to identify any gaps, or areas that could be enhanced to prevent future incidents. As a result of that review, the Personnel Department and the Citywide Threat Assessment Team identified four areas that required enhancement:

1. On-going training of managers and employees in the prevention of workplace violence;
2. Ready availability of expert professional resources in work environments that are dysfunctional and may represent the potential for violence;
3. Ready availability of expert professional resources to guide management in the restoration of work environments and organizational productivity after a serious incident;
4. Ready availability of resources devoted to the legal issues surrounding the potential for workplace violence and the incidents of violence.

In 2006, the City put out an RFP, the aim of which was to fill an immediate need for expert professional assistance to address the first three issues identified

above. A qualified vendor was identified and hired, and over the past three years, approximately 12,000 City employees and supervisors have received training, and 300 incidents of potential workplace violence have been averted, addressed and/or resolved.

In its current incarnation, the City has a multidisciplinary Citywide Threat Assessment Team (CTAT). Additionally, each of the City's 44 departments has a Workplace Violence Coordinator (WVC). When there is a workplace violence concern or incident, the department's WVC assembles an Ad Hoc Departmental Workplace Violence Team and consults with CTAT members for guidance. The vendor who successfully bids for this RFP will serve an integral role in this process, training staff and responding to Workplace Violence concerns and incidents.

The vendor selected will assist and support existing City resources, as follows:

1. Participation in meetings of the Citywide Threat Assessment Team. This team is scheduled to meet quarterly, but may meet more frequently, as needed.
2. Provision of quarterly training for Workplace Violence Coordinators and periodic training for Department Personnel Directors in Workplace Violence Prevention and Services. This is to be delivered as classroom training and will cover all elements of the City's Workplace Violence Prevention Policy and Guidelines, strategies for identifying potential workplace violence problems, strategies for mitigating workplace conflicts, relevant CAL/OSHA requirements, resources available to assist the managers and supervisors, post incident strategies for restoring the work environment to productivity, review of case examples, and post training knowledge assessment. The selected vendor shall meet with City management to plan and develop the training programs and develop an implementation plan for the training that is subject to City management approval.
3. As needed, provision of classroom training for Employees and Supervisors in Workplace Violence Prevention. Most employee and supervisor training will be conducted through e-learning, provided through in-house City resources; however, some employees and supervisors (e.g., security personnel, high utilization departments) will be offered classroom training. .
4. Provision of on-call expert professional services to work with Departmental Threat Assessment Teams and other Citywide Threat Assessment Team members to evaluate work environments to determine the potential for workplace violence, develop violence prevention strategies in conjunction with the operating department management,

coach first and second level supervisors in the identification of behavioral indicators with escalating potential for violence, and individual and workgroup conflict mediation services, including mental and behavioral health assessments and interventions. The vendor must have a lead professional with a current California license as a mental health professional with documented work experience in providing work place violence training and intervention.

5. Provision of on-call expert professional services to assist management during and immediately after an incident of workplace violence to provide immediate trauma response, ensure that all employees receive appropriate post incident debriefing, and coordinate with management, Departmental Threat Assessment Teams, other members of the Citywide Threat Assessment Team and Personnel Department to ensure the City's response is comprehensive and sets the foundation for the prompt recovery of the work environment.

The City's objective is to: 1) prevent incidents of workplace violence 2) reduce problems in the work force, and 3) promote and maintain a safe work environment. To meet this objective, the City is committed to providing the necessary training and services to avert and resolve all forms of violence that touch the workplace.

All questions regarding the RFP and bidders' proposals are to be directed to Diane Levitan/Joanne O'Brien of the City of Los Angeles Personnel Department, Medical Services Division, 520 E. Temple Street, Los Angeles, CA 90012, telephone (213) 473-6974/(213) 473-7037, respectively.

Failure to comply with this requirement, other than as specifically permitted in the RFP, may disqualify a vendor 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 vendor(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 shall 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 vendor shall disregard any previous draft material and oral representations that may have been obtained by the vendor.

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

2.1.1. In Writing

All proposals must be submitted in writing and vendors shall complete and return all applicable documents including forms, appendices, and/or illustrative literature. The City may deem a vendor non-responsive if the vendor fails to provide all required documentation and copies.

2.1.2. 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 vendor.

2.1.3. 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 vendor or one legal entity. The proposal must identify the responsible entity.

2.1.4. Number of Copies Required

Vendors are required to submit one original proposal signed in ink and five copies of the proposal. However, only one copy of the required Standard Provisions-related attachments is required. Original and copies should be identified as such. If any proposal contains any trade secrets or other proprietary information that the vendor 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. Vendor must enter the title and vendor'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.

2.1.5. Information Requested and Not Furnished

The information requested and the manner of submission are 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.

2.1.6. Alternatives

The vendor 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.

2.1.7. Proposal Errors

Vendor is liable for all errors or omissions incurred by vendor in preparing the proposal. Vendor 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 vendor. 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 submitted in writing and authorized by the Contract Administrator.

2.1.8. Waiver of Minor Administrative Irregularities

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

2.1.9. 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 vendor while submitting proposals. All vendors who respond to solicitations do so solely at their own expense.

2.3. Pre-proposal Conference

A **mandatory** pre-proposal conference will be held to receive questions from prospective vendors regarding this RFP. The conference has been scheduled for October 16, 2009 at 10:00 AM in the Medical Services Division Conference Room at 520 East. Temple Street, Room 136, Los Angeles, CA 90012.

2.3.1. Purpose of Pre-Proposal Conference

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

2.3.2. How to Prepare Questions

To maximize the effectiveness of the conference, the Personnel Department requests that, to the extent possible, vendors 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 by October 12, 2009, by 7:00 a.m. to:

City of Los Angeles Personnel Department
Medical Services Division
520 East Temple Street
Los Angeles, CA 90012
Attn: Joanne O'Brien

Questions may also be submitted by telephone at (213) 473-7033, by e-mail at, or by fax at (213) 473-3776.

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. Proposal Submission Deadline

Sealed proposals are to be delivered by vendors to:

**City of Los Angeles Personnel Department
Medical Services Division
520 East Temple Street
Los Angeles, CA 90012
Attention: Joanne O'Brien**

Proposals must be received by 4:00 p.m. on November 6, 2009.

2.5. Late Proposals

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

2.6. Withdrawal of Proposals

Vendors 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 vendor 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 contractor(s)/consultant(s) with the best combination of price, experience, and quality of service delivery. Awards are not restricted to the lowest offer or bid. The resulting contract may be non-exclusive; the City may award contracts to more than one vendor. The City reserves the right to withdraw and/or re-release this RFP at any time.

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 vendor who has previously failed to perform competently in any prior business relationship with the City. The rejection of any or all proposals shall 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 fourteen (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 vendor.

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 shall make a final determination with respect to the protest, and shall award the contract accordingly or reject all proposals. The decision shall be final.

2.11 Contractor Evaluation Program

When the term of the Contract has concluded pursuant to this RFP, the City will conduct an evaluation of the Contractor's performance. The City may 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 fourteen (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 shall be construed as follows:

- a. "City" shall mean the City of Los Angeles.
- b. "Department" shall be considered synonymous with the City's Personnel Department.
- c. "Agreement" shall be considered synonymous with term "Contract."
- d. "Contractor" shall mean the individual, partnership, corporation or other entity to which this agreement is awarded, and shall be synonymous with the term "vendor".
- e. Operating Department shall be any of the 44 individual departments (excluding DWP and LAPD), bureaus, or agencies within the City of Los Angeles.
- f. Citywide Threat Assessment Team shall be the five (5) member team identified in the Workplace Violence Policy and Guidelines, passed by the City Council and includes representatives of (1) the Personnel Department, (2) the Los Angeles Police Department's Threat Management Unit, (3) the City Attorney's Labor Relations Division, (4) the Personnel Department's Medical Services Division Psychology Section, and (5) the Los Angeles Police Department's Behavioral Science Services.

3.2. Property of City/Proprietary Material

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

In the event a vendor claims such an exemption, the vendor is required to state in the proposal the following: "The vendor 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 shall constitute a waiver of a vendor'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 vendors must acknowledge any addendum(a) issued as a result of any change in this RFP on the vendor'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

Vendors 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 vendor(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 shall 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 vendor(s).

Any contract made pursuant to this RFP must be accepted in writing by the vendor. If for any reason vendor should fail to accept the contract in writing, any conduct by vendor which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by vendor of the contract and all of its terms and conditions.

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 shall neither pay for nor be obligated to accept said modification.

3.8. Prime Contractor

The vendor(s) awarded the contract must be the prime Contractor(s) 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 vendor to function as the prime contractor on the awarded contract. The prime Contractor shall 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 vendor'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 shall 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 shall supply the City with all subcontractor agreements.

3.10. Supplier Performance Feedback Meetings

The vendor(s) awarded the resulting agreement is required to attend monthly 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, case management strategies, and services level agreements.

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 shall be considered the legal address of the Contractor and shall be changed only by written notice to the City. The Contractor shall 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, shall 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

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

The City's objective is to: 1) prevent incidents of workplace violence; 2) reduce problems in the work force; and 3) promote and maintain a safe work environment. To meet this objective, the City is committed to providing the necessary training and services to avert and resolve all forms of violence that touch the workplace.

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

4.1.0. Experience

- a. Describe the vendor's background, experience, expertise, and capacity to perform the services and training required. Please include the background and experience of the vendor's staff that will be used in the performance of any work resulting from a successful bid on this RFP.
- b. Provide the vendor's definition and philosophy regarding conflict management and workplace violence prevention.
- c. Provide information about experience, if any, the vendor has had working in a public sector, unionized environment. Include any considerations the vendor sees as essential for successfully working in that environment
- d. Describe a challenge encountered during a conflict or workplace violence program and how it was handled.

4.1.1. Deliverables

Specifically, the vendor selected will assist and support existing City resources in providing the following services:

- a. Participation in meetings the Citywide Threat Assessment Team. This team is scheduled to meet quarterly, but may meet more frequently, as needed.
- b. Provision of quarterly training for Workplace Violence Coordinators and HR personnel in Workplace Violence Prevention and Services. This is to be delivered as classroom training and will cover all elements of the City's Workplace Violence Prevention Policy and Guidelines, strategies for identifying potential workplace violence problems, strategies for mitigating workplace conflicts, relevant CAL/OSHA requirements, resources available to assist the managers and supervisors, post incident strategies for restoring the work environment to productivity, review of case examples, and post training knowledge assessment. The selected vendor shall meet with City management to plan and develop the training programs and develop an implementation plan for the training that is subject to City management approval.
- c. As needed, provision of classroom training for Employees and Supervisors in Workplace Violence Prevention. Most employee and supervisor training will be conducted through e-learning provided through in-house City resources.
- d. Provision of on-call expert professional services to work with Departmental Threat Assessment Teams and other Citywide

Threat Assessment Team members in reducing the risk that City employees will be involved in a Workplace Violence incident:

- i. Periodically and as needed, evaluate work environments to determine the potential for workplace violence, develop violence prevention strategies in conjunction with the operating department management, coach first and second level supervisors in the identification of behavioral indicators with escalating potential for violence, and individual and workgroup conflict mediation services, including mental and behavioral health assessments and interventions. The vendor must have a lead professional with a current California license as a mental health professional with documented work experience in providing work place violence training and intervention.
- ii. Respond when called upon to intervene in specific cases where a City employee has been identified as at-risk for engaging in workplace violence, under the supervision of the Medical Services Division, Psychology Section.
- e. Provision of on-call expert professional services to work with Departmental Threat Assessment Teams and other Citywide Threat Assessment Team members when a City employee is identified as a victim of a real or threatened workplace violence incident.
 - i. Assist management during and immediately after an incident of workplace violence to provide immediate trauma response.
 - ii. Assist in ensuring that all employees receive appropriate post incident debriefing, and coordinate with management, Departmental Threat Assessment Teams, other members of the Citywide Threat Assessment Team and Personnel Department to ensure the City's response is comprehensive and sets the foundation for the prompt recovery of the work environment.
- f. Provide an example of how intervention services would be documented including SOAP-type progress notes and a sample report.
- g. Provide a list of all subcontractors that will be used and anticipated percentage of services that will be provided by subcontractors
- h. Provide a Sample Curriculum from a prior training

- i. Describe any incidents during which the vendor was found to have failed to abide by laws, ethics and regulations as prescribed by licensing boards and government bodies

4.1.2. Training of Workplace Violence Coordinators and HR Personnel

- a. Describe the vendor's ability to provide a needs assessment to determine the training areas that are most needed by Workplace Violence Coordinators and Human Resource Personnel.
- b. Describe the vendor's ability to meet with City management to plan and develop curriculum for Workplace Violence Coordinators and HR Personnel on Workplace Violence and Effective Strategies to minimize workplace conflict.
- c. To maximize the effectiveness and evaluation of the training, proposal must include post assessment of participants' knowledge, and be conducted in a classroom setting, which will be provided by the City.
- d. Describe the vendor's ability to provide quarterly training for Workplace Violence Coordinators (proof of attendance will be documented).
- e. Describe the vendor's ability to provide as-needed training for HR Personnel (proof of attendance will be documented).
- f. At a minimum the curriculum must:
 - i. Explain the City's Workplace Violence Policy and Guidelines;
 - ii. Explain CAL/OSHA requirements for workers' safety related to workplace violence;
 - iii. Provide strategies for identifying and mitigating workplace conflicts between employees, and between employees and customers;
 - iv. Provide supervisors with information, techniques, resources and training (including conflict management education) to help them maintain a productive, safe work environment;
 - v. Provide supervisors with education and training to help them recognize when employee behavior may be deteriorating into potentially violent behavior;

- vi. Provide a comprehensive list of resources available to supervisors and managers to address potential issues of workplace violence;
- vii. Provide strategies for restoring a workplace back to a productive work environment post critical incident.

4.1.3 Supervisor and Employee Training

- a. Describe the vendor's ability to meet with City management to plan and develop curriculum for employee and supervisor training on Workplace Violence Prevention, on an as-needed basis.
- b. To maximize the effectiveness and evaluation of the training, it must provide post assessment of the participants' knowledge.
- c. The most likely need for this service will be for provision of tailored training for groups such as Public Safety Personnel, and for supervisors at departments whose utilization rates are higher than average.
- d. At a minimum the curriculum must:
 - i. Explain the City's Workplace Violence Policy and Guidelines;
 - ii. Explain CAL/OSHA requirements for workers' safety related to workplace violence;
 - iii. Explain employees' obligation to work cooperatively with fellow employees and the public;
 - iv. Provide education and training to identify potentially violent behavior in fellow employees;
 - v. Provide a comprehensive list of resources available to the employee to address potential issues of workplace violence.
 - vi. Review of cases

4.1.4 Workplace Intervention Services to reduce the risk that a City employee will be involved in a workplace violence incident.

- a. The selected vendor shall be available at all times each day of the year (24/7/365) to provide psychological workplace intervention services upon request of the City.

- b. All services shall be documented with notes describing (1) duration of services provided (2) contact person to whom services were provided (3) mode of service – telephone, e-mail, in-person etc.
- c. Describe the vendor’s ability to:
 - i. Provide individual and work group conflict mediation and resolution.
 - ii. Provide supervisory coaching in the area of identification and handling of complex behavioral issues in the work environment.
 - iii. Assist the Personnel and other operating departments to identify and deploy additional resources as required to resolve workplace issues.
 - iv. Participate as a member of the Citywide Threat Assessment Team when employee behavior represents a serious threat of workplace violence.
 - v. In the event of a workplace violence incident, respond to the work environment and assist management with the response and necessary post critical incident services, as described in section 4.1.5 below.
 - vi. Participate in periodic evaluations of work environments to determine the potential for workplace violence and to develop violence prevention strategies (with priority given to departments with higher utilization rates) - in conjunction with the Office of Public Safety, Operating Department Workplace Violence Coordinators and Management.
 - vii. Provide mental health crisis assessment and intervention in the work environment.

4.1.5 Post Workplace Violence Incident Services when a City employee is identified as a victim of a real or threatened workplace violence incident

- a. The selected vendor shall be available at all times each day of the year (24/7/365) to assist management in the response to an incident of workplace violence, and to advise management regarding the recovery of the work environment.

- b. All services shall be documented with notes describing (1) duration of services provided (2) contact person to whom services were provided (3) mode of service – telephone, e-mail, in-person etc.
- c. Describe the vendor's ability to:
 - i. Provide on-site response to the work environment, on-site crisis intervention for employees, and assist management with their response in the event of a workplace violence incident.
 - ii. Respond telephonically to an incident within 2 hours of notification to help coordinate services and be on site, as deemed necessary, within 4 hours of notification; willingness to respond to an incident with an earlier response time, if feasible.
 - iii. Provide post-critical incident services including post crisis counseling for affected employees (at intervals of approximately 72 hours; 1 week and 1 month).
 - iv. Conduct follow-up work site evaluations (at intervals of approximately 72 hours; 1 week, 1 month & 6 months) after problematic work situations to ensure that potential violence issues have been mitigated and to coach management to guide the organization to recovery as long as the work may be performed under the one-year term of this agreement or any exercised options.
 - v. When appropriate, assist in referring employees to essential services to deal with post critical incident services.
 - vi. Provide supervisory coaching and guidance in the area of managing a work environment that has experienced trauma.
 - vii. Provide management with lessons learned from the post incident recovery to assist in the prevention of future events.
 - viii. Provide City with advanced notice of any adjustments in service necessary due to scheduled vacations.

4.2.0. Program Cost

- a. Vendors shall indicate the anticipated annual cost of program administration services.
- b. Vendors shall indicate the cost of providing training at City facilities for the training listed above. Costs shall be provided on a per class

basis. Proposals must include the length of the training (number of hours), the availability and lead time necessary to provide a training class. A sample syllabus must accompany each proposal.

- c. The vendor shall indicate the cost of items 4.1.4. and 4.1.5 above, in terms of an hourly rate for the service when engaged in that capacity.
- d. All costs proposed shall include the cost of all required and necessary tools, equipment and materials, including student manuals, travel and incidental expenses necessary to accomplish the services requested.

4.2.1.Data and Communication

Vendor must provide copies of proposed class materials (workbooks, PowerPoint presentations, etc.) for review and approval prior to use in the classroom.

4.2.2 Assigned Personnel

Vendor must provide the names of key personnel whom the vendor employs or hires through subcontract to perform the requested services. 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. Professional licensure status and copies of license and credentials.
- e. Relevant work experience in years and level of responsibility.
- f. The City reserves the right to approve/accept key personnel. Vendor must notify City if personnel cannot continue on project. The City must approve replacements.

4.2.3 Service Level Agreement and Performance Schedule

All planning and preparation of course materials shall be submitted 45 days after contract signature and delivery of courses shall be completed by the end of the initial one-year contract period.

4.2.4 Special Requirements

Experience as a Psychologist (PhD) providing workplace violence training and psychological assessments of work environments to minimize the risk of workplace violence is required, preferably in a large multi-cultural, multi-ethnic work environment. In addition to the Psychologist, other providers of service, such as subcontractors, must be qualified to work as mental health professionals in the State of California, and the vendor must provide documentation of state required supervision of any unlicensed mental health practitioner that may be utilized under this agreement/contract. Personnel conducting the training component of the RFP may be individuals with skills in training, teaching and presentations working under the supervision of the licensed Ph.D.

4.3 Technical Specifications

Vendor must be experienced providing psychological assessment, intervention, and coaching of first and second level supervisors in how to resolve employee behavioral issues that represent the potential for workplace violence. A current licensed psychologist in the State of California is required as the main provider of services and shall have responsibility for the services provided.

4.4 Acceptance of Work/Quality Assurance

The selected vendor will be expected to meet with Personnel Department staff and City management to design and implement the workplace violence training program that meets the City's needs. The selected vendor must prepare materials for the training program based on the Personnel Department and City Management's requirements and obtain department approval before training commences. The selected vendor will provide all training sessions in accordance with the contract. Training materials and course outline must be approved by the Personnel Department prior to training.

4.5 Optional Materials/ Services

Vendors 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 this Contract shall be for a period of one year from the contract effective date as provided for by the final contract.

5.2 Option to Renew

The City reserves the right and option to renew the contract as follows:

For up to two (2) additional one-year periods.

5.3 Quantity (Estimated Quantity/Usage)

The quantities stated herein are only estimates of the City's requirements. The contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the contract period at the unit price(s) and service levels negotiated.

5.4 Payment Terms/Payment Schedules/Invoicing Instructions

Payments are made based on either a per session rate or hourly rate as proposed by the successful vendor. Invoices for training performed must include a roster of attendees for the training date invoiced.

5.4.1 Completed Invoices

The City's payment terms are payment within thirty (30) days. 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 with class rosters attached.

A proper invoice shall include, but may not be limited to:

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

5.4.2 Billing Address

The City is not liable for delays in payment caused by failure of the contractor to send invoice to the address specified below:

**City of Los Angeles Personnel Department
Medical Services Division
520 E. Temple Street**

**Los Angeles, CA 90012
Attn: Lizzetta L. Douglas**

5.5 Delivery Instructions

The vendor shall deliver all proposed training curricula and materials to the Medical Services Division at the address above. On training dates, the vendor shall deliver copies of materials to the actual training site.

5.6 Resources Supplied by City

The City will provide the training rooms for all sessions of the course. The successful vendor shall supply resource items that are not specifically listed in this section.

5.7 Statutory Requirements

Attached to this RFP as Attachment A are the City of Los Angeles Standard Provisions 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 pre-proposal conference. Failure to comply with the requirements will render proposals non-responsive and eliminate them from consideration.

5.8 Governing Law

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

5.9 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.

5.10 California State Board of Equalization Permit

Vendor shall 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 vendor shall sign the proposal form declaring that the company has no California sales tax permit.

5.11 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 shall be evaluated by a committee consisting of management level staff of the Personnel Department. Approval of the final selection(s) shall 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.

Evaluation Factor	Maximum Points
Experience of the vendor to:	
Provide workplace violence prevention training including follow-up coaching and materials	15
Provide the highest quality and most current psychological interventions in the work environment (on-site) to mitigate the potential for workplace violence.	20
Assist the City in providing post-incident services: restoring to productivity a workplace that has been disrupted by workplace violence or trauma.	15
Adequacy of Proposal —	
Demonstration of a clear understanding of the purpose of the RFP, and consistency/compatibility of the vendor's philosophy with the City's mission	15
Inclusion of a complete, clear and well-organized description of the services that can be provided.	20
Sample documentation of services rendered	5
Proposed Level of Fees – Best Overall Value to the City	10

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.

Date	Event
	Release RFP to potential vendors
	Deadline for receiving written questions for pre-proposal conference
	Pre-proposal conference
	RFP RESPONSES DUE
	Begin RFP evaluations
	Negotiate with apparent successful vendor
	Execute contract

9. VENDOR BACKGROUND INFORMATION

Vendor's Contact Name:
Contact Title:
Mailing Address:
Location of Business (if different from mailing address):
Telephone Number:
Cell Phone Number:
24-Hour Tel. Number:
Fax Number:
E-mail Address:
Remittance Address (if different from mailing address):

10. VENDOR REFERENCES

10.1 Customer and Bank references

The vendor must submit a minimum of three non-vendor owned customer references and a minimum number of one banking reference whose banking services have been provided for or used by the vendor 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:

CUSTOMER REFERENCES	BANK REFERENCES
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 vendor's customers for references.

10.2 Past Failure to Complete Work Awarded

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

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

10.3 Business Organization

Vendor shall 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

10.4 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

11. 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 vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and

the vendor has not in any manner sought by collusion to secure for themselves an advantage over any other vendor.

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