

**CITY OF LOS ANGELES
ECONOMIC & WORKFORCE DEVELOPMENT DEPARTMENT
ECONOMIC DEVELOPMENT DIVISION**

**Request for Proposals (RFP)
for
City of Los Angeles BusinessSource Center System**

Issue Date	Tuesday, September 15, 2015
RFP Submission Deadline	Friday, October 30, 2015 RFP Proposals shall be accepted solely by hand-delivery or by courier no later than 5:00 p.m. PDT. Any other form of delivery will be rejected.
Term of Anticipated Contracts	April 1, 2016 – March 31, 2017 with four (4) potential one (1) year extensions
Submission Address	City of Los Angeles – Economic & Workforce Dev. Dept. Planning, Research, and Evaluation 1200 W. 7th Street, 6th floor Los Angeles, CA 90017 Attention: Jenny Scanlin Assistant General Manager
Proposers' Conference	Tuesday September 29, 2015 (Refer to page 11 for location and time)
Request for Technical Assistance	To be submitted via e-mail only: E-mail: ewdd.labsc@lacity.org Deadline to submit questions: October 23, 2015 All questions and answers available at: www.ewdd.lacity.org/home_bidsrfp.html

As a covered entity under Subtitle A of Title II of the Americans with Disability Act, Pub. L. 101-336, 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 program, services, and activities. To ensure availability, requests should be received at least 72 hours in advance of need.

For more information on the City of Los Angeles, visit www.lacity.org.

For more information about Economic & Workforce Development Department (EWDD) and its programs, visit <http://ewddlacity.com>

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I. BACKGROUND

A. Administrative Entity

The Economic & Workforce Development Department (EWDD) administers the Los Angeles BusinessSource Center System (LABSC) for the City of Los Angeles and serves as the administrative entity for this Request for Proposals (RFP).

The EWDD is releasing this RFP pursuant to action(s) approved by the Los Angeles City Council and Mayor (City Council File No. 15-XXXX) on September __, 2015.

B. Overview

Through the collective efforts of the Mayor's Office, the Los Angeles City Council, and the Economic & Workforce Development Department, a substantial redesign of the small business program and establishment of a citywide delivery system of small business services was proposed and implemented in October 2011. The LA BusinessSource Center System established 9 branded City of Los Angeles Business Centers located throughout the City. The LA BusinessSource Center System features:

- A shared vision of serving the Los Angeles small business community
- Common branding "LA BusinessSource"
- Specific outcome goals of job creation and job retention
- Capacity to package financing opportunities for small businesses and entrepreneurs
- Contractual linkage with LA WorkSource system for human relations and training needs
- A menu of specific and consistent business services such as: entrepreneurial training, City procurement information, and business workshops and information
- Federal, state and local incentives
- A monitoring and evaluation system

The LABSC System services are offered City-wide, with emphasis on specific targeted areas: the North San Fernando Valley; West San Fernando Valley; South San Fernando Valley, Central West Los Angeles; East Los Angeles; Hollywood; Mid City; South Los Angeles; and Harbor Gateway/San Pedro/Wilmington. The selected areas also include portions of the former State Enterprise Zones and the Federal Empowerment Zone, which consisted of many low and moderate-income neighborhoods. The table below describes the BusinessSource Centers service areas by Council District:

BusinessSource Center Service Area	Council Districts Served*
Central/West & Downtown	1, 4, 5, 13, 14
East Los Angeles	1, 13, 14
South Los Angeles	8, 9, 10, 11
North San Fernando Valley	2, 6, 7
South San Fernando Valley	2, 6, 7
West San Fernando Valley	3, 5, 6, 12
Harbor/Watts	8, 15
Hollywood	3, 4, 5, 11, 13
Mid City & West Los Angeles	1, 5, 10, 11

*Each BusinessSource Center service area overlaps with multiple Council Districts. No Council District is served by only one BusinessSource Center.

C. Source of Funds

The source of funds for services solicited by this RFP is the Community Development Block Grant (CDBG) funding .with the National Objective of benefit to low/moderate persons and associated requirements to demonstrate public benefits to low/moderate income areas or create jobs for low/moderate income persons, as described in 24 CFR Part 570.482(f). As such, the activities and their associated costs must directly tie to the generation of these public benefits as required by HUD.

Proposing agencies may apply for more than one targeted area. However, a separate application must be submitted for each area. All applications received for each area will be ranked independently of other areas. Each targeted area shall be funded initially in an amount not to exceed Five Hundred Thousand Dollars (\$500,000) for a period of twelve (12) months, April 1, 2016 to March 31, 2017. The agreement with the selected proposers will be on cost reimbursement basis.

Any increase in funds above this baseline amount will be allocated between BusinessSource Centers according to demand for services, as indicated by data describing the distribution of eligible businesses with unmet need for BusinessSource services.

D. Contract Term

The City anticipates that contracts will be awarded to successful proposers for an initial period of twelve (12) months, April 1, 2016 to March 31, 2017 with an option to extend up to four (4) additional one-year terms. At the City's sole option, any extension of the contract term will be contingent upon the availability of funds, evaluation of contractor's performance, contractor's continuing compliance with applicable federal, state, and local government laws and regulations, and upon approval by the City Council and Mayor. The City reserves the right to adjust the contract term, amount and scope in order to best serve the needs of City residents and regulations of the grant or fund sources.

E. Eligible Applicants

Proposals will be accepted only from organizations or institutions with the qualifications described in RFP Section IV.A.

II. RFP SCOPE OF WORK

A. Scope of Work

The City is seeking proposals from qualified and experienced organizations and institutions to provide training, instruction, technical assistance and consulting to clients of the City's Los Angeles BusinessSource Center System (LABSC). The proposed LABSC site and services must be located within the boundaries of the City of Los Angeles. This system is offered Citywide and will target two (2) specific CDBG eligible clientele categories. These two (2) categories will serve as the professional service components for this Request for Proposals (RFP):

- Microenterprises (both Prestartups and Startups), and
- Operating Businesses

Interested applicant bids must be able to serve both components. Applicants may apply for more than one targeted area; however, each proposed area needs to have a separate application and must clearly identify the area it addresses. Contracts will be for twelve (12) months for Program Year 2016-17, with option of four (4) additional one (1) year renewals, based on performance and funding. A detailed explanation of the components is provided herein. General program and bid requirements, including proposal content and format, are outlined in this Section II. Proposal submission guidelines and evaluation criteria are contained in Section III.

B. Los Angeles BusinessSource Center System (LABSC) Model

1. Following are descriptions, expected outcomes and requirements of each of the two (2) target populations of the LABSC System:
 - a. The Microenterprise Prestartups sub-component focuses on providing critical support to business startups and to prospective new business owners, focusing on low and moderate-income clientele living in the City.
 - b. The Microenterprise Startups sub-component will focus on owners of businesses with five (5) or fewer employees, one of whom owns the enterprise, and have net operating income of less than Two Hundred Thousand Dollars (\$200,000).
 - c. The Operating Businesses component focuses on providing business assistance and training to emerging and existing companies that will give them the highest opportunities for success.

The business services provided to the target populations shall include, but not be limited to, customized technical business assistance (industry specific) particular to their business needs in order to stabilize the business, increase revenues and

increase operational performance which will lead to the greatest impact on their economic viability and increase profitability. The selected contractors may consider, but they are not limited to, the growth industry sectors below:

- Manufacturing (automation, 3-D printing, and high speed machining, etc.)
- Construction
- Professional and Business Services
- Green Technology (green building, water infrastructure, energy efficiency, transit and businesses that support these industries)
- Healthcare
- Hospitality/Entertainment
- Logistics/Trade (freight companies, warehouses and good storage companies)

C. Scope of Services by LABSC

Component	Description
Access to Capital:	<p>Contractor shall provide and deliver access to capital, including packaging loan proposals and matching business profiles to lender's criteria.</p> <p>BusinessSource Centers must be able to provide evidence of formal relationships with a variety of lenders. BusinessSource Centers shall either be qualified as a CDFI, demonstrate that they are going through the process of qualifying as a CDFI or provide evidence of a formal relationship with a local CDFI.</p> <p>BusinessSource Centers must have an adequately diverse source of capital that will serve both the needs of their Microenterprise Clients and their Operating Business clients. The BusinessSource Center will be required to provide the City with a list of loan types and sizes that they are offering or have access to along with the qualifying criteria for those loans. Additionally, BusinessSource Centers are encouraged to develop access to other sources of funding such as angel, equity or investor sources, \$0 fees loans, 0% loans, forgivable loans, and crowdfunding financing, such as KivaZip, and Somolend; and, shall provide information on these sources to the City and their business clients.</p>

Component	Description
Business Courses:	<p>Contractor shall deliver the following Business Courses, at minimum:</p> <ul style="list-style-type: none"> • Entrepreneurial Workshops • Fiscal Management • Marketing/Social Media • Technical Training • E-Commerce • Employee Training • Green/Clean Tech Transitions
Business Services:	<p>Contractor shall provide the following Business Services, at minimum:</p> <ul style="list-style-type: none"> • Business Needs Assessment • One on One Consulting • Business Plan Development • Market Assessment • Site-finding Assistance • Lease Negotiation Assistance • Small Business Legal Considerations • Networking
Location and Hours	<ul style="list-style-type: none"> • Contractor shall have at least one bricks and mortar location within the service area they are proposing to serve, however EWDD strongly encourages responses that commit to providing regularly scheduled services alternative locations in addition to the required bricks and mortar location. Such locations may include, but are not limited to satellite offices, mobile locations or other separate location(s) controlled by the applicant or through partnerships with other non-profit City service providers. To receive bonus points, responses must provide a need-based justification for the placement of such additional locations. • Contractor shall ensure BusinessSource Center is open no fewer than 40 hours per week according to a set, posted schedule. Schedule must include at least two Saturdays per month and evening hours that accommodate businesses that keep traditional 9 a.m. to 5 p.m. hours of operation.

Component	Description
Virtual Services:	<p>Although a bricks and mortar location is required, the BusinessSource Center should have an active web presence that allows for access to course materials, services and capital. Virtual services will need to tie into the BusinessSource Center brand and access to services on-line should be set up in a manner that they are reportable and clients can create unique identities that can be tracked.</p>
Branding and Marketing of the LA BusinessSource Center System	<p>Contractors shall market the LA BusinessSource Center system as a small business assistance service provided by the City. All marketing materials and brochures must include the LA BusinessSource Center logo and LA BusinessSource Center System standard brand name. BusinessSource Centers shall be required to use BusinessSource Center websites and email addresses that are specific to their targeted areas (i.e. FChavez@SouthLABSC.org or .com) to communicate with clients.</p> <p>Contractors shall follow all City-mandated protocols and guidelines for usage and promotion of the LA BusinessSource Center brand identity. The marketing campaign should be provided in each response to this RFP and include outreach utilizing public service announcements, email invitations, phone calls and flyers. Contractor shall use online methods to market and outreach business clients. The implementation of Online Portals is strongly encouraged.</p> <p>Contractor shall designate a staff person(s) to act in a liaison role regarding marketing, branding issues and public relations and shall identify this staff person(s) to City and advise of any staff changes to this liaison role. The liaison may be required to attend periodic system-wide marketing and public relations coordinating meetings.</p> <p>In addition, Contractor shall participate in all fairs and business related events that are sponsored by the LA BusinessSource Center System, the Economic & Workforce Development Department and the Mayor's Office of Small Business.</p>

Component	Description
Business Incentives:	<p>Contractor shall effectively promote and market the available Federal, State and local business incentives to businesses operating in the targeted areas.</p> <p>Contractor shall be able to provide regularly updated inventory of incentives and should provide technical assistance to help businesses apply and qualify for these incentives.</p>
Partnerships:	<p>Contractor shall, within thirty (30) days of executing an Agreement with the City, enter into a Memorandum of Understanding (“MOU”) with a City certified WorkSource Center that provides human resource services and workforce training.</p> <p>Contractor is encouraged to engage partners to meet capital access and technical service requirements under this Scope of Work and must provide evidence of contracts or MOU’s with other partners that will provide training, technical assistance, or capital for the BusinessSource Center.</p> <p>Contractor is encouraged to engage community development partners, including business associations, business incubators/accelerators and Business Improvement Districts to help reach potential business clientele.</p>
Leverage	<p>Contractor shall provide comparable services through funding sources other than the City. BusinessSource Centers shall be required to show 100% leverage for any City funding provided through the BusinessSource Center contract. A baseline of services and deliverables are required and shall be reported in a way that shows a direct correlation to the City’s funds, however, the BusinessSource Center can incorporate results achieved through identified leveraged sources in their quarterly reports.</p>
City Procurement Opportunities:	<p>Contractor shall refer and assist businesses in their registration with the City’s Business Assistance Virtual Network (“BAVN”) to begin the procurement process for contractual opportunities with the City.</p>

Component	Description
City Ordinances and Policies:	Contractor shall provide technical assistance with City ordinances and compliance for businesses awarded contracts to provide a product or service to the City. These ordinances and policies may include, but are not limited to, the City's Equal Benefits, First Source Hiring, Contractor Responsibility and Living Wage Ordinances; Prevailing Wages for construction jobs; Women, Small Business Enterprise and Veterans Business Enterprise (WBE/SBE/VBE); Bonding; Insurance, Project Labor Agreements and Local Hiring Policies.

In order to effectively document compliance with HUD requirements, BusinessSource Centers are required to enter into a written agreement with all microenterprises and operating businesses that receive services described above. BusinessSource centers must fully document and track all services provided to these businesses and all outcomes must be recorded in the BusinessSource App. All jobs created and/or retained must be documented by completing the HUD Job Creation/Retention form upon confirmation of the job outcome, and in adherence with 24 CFR 570.206(b)(5) and (6).

III. PROPOSAL PACKAGE

A. Proposal Package Narratives

All Applicants must respond to the questions and instructions. Clearly label the narrative and submit answers in the order shown on the Proposal Contents Checklist. Please respond using concrete language and quantifiable measurements whenever possible.

DEMONSTRATED ABILITY (35 points)

Narrative 1

(1) History of Demonstrated Effectiveness

Describe previous services that proposer has provided to the local community that are most similar to the program proposed in this RFP. If program has engaged in lending or packaging of loans, provide quantifiable evidence of the number and type of loans the proposer has successfully provided. Narrative should provide information on the types of businesses that are served through the proposer's existing programs, with detail on industry and size of business. Include a schedule of classes or workshops the proposing organization has offered in the past year and attendance records, if available.

(2) Proposer's Operational Experience, Past Outcomes and Customer Satisfaction

Describe the past two (2) years of operation, the type of business assistance services provided to all three target groups, annual program goals and accomplishments, and funding source and amount. Complete a separate copy of Exhibit VI – Applicant Agency Reference Form for the two largest funded programs administered in the last two years. Also include a brief narrative summarizing the results, in quantifiable terms, of the proposer's customer satisfaction surveys for the past two (2) years.

PROGRAM DESIGN AND APPROACH (45 points + 5 bonus points)

Narrative 2

(1) Staffing, Program Administration and Center Operations

- a) Describe the administrative and operational staff required to operate the proposed program design. Include staff's business assistance expertise field (i.e. business consulting, financing, business instruction, procurement, government contracting, etc.), education and years of experience. Ensure that the narrative details any specific administrative or operational staffing features such as in-kind staff or volunteers, bilingual staff or other special features directly related to the delivery of the business service components.
- b) Describe the proposer's approach to operating a center exclusively dedicated to serving the small business community, including prospective entrepreneurs. Discuss the preparedness of the project and its site/location (i.e., if site/location is not completed, anticipated date facility will be ready for occupancy, furnished and staffed) including the frequency, duration, days and hours of operation. Please note that the facility must be operational upon execution of the agreement.

Five (5) bonus points will be awarded in this section for applicants that:

1. Commit to at least one (1) alternative location in addition to the required main bricks and mortar location; and
 2. Provide a justification for any and all proposed satellite locations based on the need for BusinessSource services in the area selected.
- c) Complete the Position Descriptions Form (see Budget Forms) for each key project position. Clearly explain how the functions of the position are appropriate to accomplishing the services and goals proposed. Include qualifications, knowledge and experience required for the position. Attached staff resumes for each position.

- d) Explain how members of the project staff reflect or address cultural and linguistic diversity of the community served. Discuss training procedures relating to confidentiality and any other needs unique to the population to be served.
 - e) Provide and identify the list of sub-contractors, partners and consultants, if any, who will perform work on behalf of the proposer to provide services for the program(s); include the firm(s) name, mailing address, phone number, contact person(s) and a description of services to be performed.
 - f) Provide an organizational chart for the proposed program(s) that reflects all staff positions and other organizational relationships.
- (2) Proposer's Administrative Capabilities
- (a) Indicate where records are maintained for the project(s) operated and the types of files/records maintained. (e.g. program, fiscal, and administrative);
 - (b) Provide contact person(s) name(s), address(es) and phone number(s); and
 - (c) Describe the agency's electronic communication abilities. What equipment does the agency have or propose to purchase with these grant funds that will enable electronic reporting of program results on a monthly basis.
- (3) Service Delivery Plan and Goals
- (a) Describe a detailed plan for providing business assistance, business consulting and training to Prestartups, Startups and Operating Businesses. Incorporate in the description The following the following specific activities as described in the Scope of Services (Section II.A.3): Access to Capital, Business Courses, Business Services, Virtual Services , Branding and Marketing of the LA BusinessSource Center System, Business Incentives, Partnerships, Leverage, City Procurement Opportunities and City Ordinances and Policies.
 - (b) Identify the standards, processes, and procedures proposed to address acute business needs specific to small businesses and entrepreneurs.
 - (c) Discuss how the proposer will achieve the goals of the proposed program. Keep in mind the goal of the LABSC program for businesses and entrepreneurs (i.e. to enhance their viability, expand their businesses and improve economic opportunities). The proposer's goals should reflect short-term and long-term planning, as indicated:
 - I. Specify in substantive terms what objectives and milestones have been established to meet the goals;

- II. Explain, using quantitative measures, what the program expects to accomplish by the end of the contract period; the impact(s) or benefit(s) these services will have for businesses and prospective entrepreneurs; and
 - III. Describe the customer flow at intake and include the total hours of participation necessary to complete the proposed program services. What service providers will provide the program services? Where it will be provided? How will the proposer track the progress of individual customers and how the services will result in performance outcomes? Include a timeline indicating planned activities for a full twelve-month period.
- (d) Describe in detail the proposer's plan to provide relevant post program follow-up monitoring. This will include no less than twelve (12) months of tracking of post-program results, i.e., business establishment evidentiary for Pre-startups, post-program participant support, such as counseling, technical assistance, networking and job creation validation for Startups and Operating Businesses.
 - (e) Describe additional non-Federal match and leveraged resources expended to further the grant objectives, if required either by statute or within the grant agreement as a condition of funding (see Appendix C).
- (4) Identify business services (SBDC, MBEC/MBOC, etc.) currently available in the targeted community, and explain how the proposed program will supplement, rather than duplicate, these services. This section should clearly demonstrate:
 - (a) Why existing programs cannot meet current needs and how the target population would benefit from the proposed project; and
 - (b) Discuss collaborative efforts the applicant will undertake to supplement the proposed project and ensure customers have access to a full range of needed services.
 - (5) Describe the criteria that will be used to evaluate the project's effectiveness. How the evaluation will be conducted and identify the specific data collection and analysis techniques to be used. The evaluation should be designed to provide an objective assessment of the effectiveness or impact of the program on the customers served.
 - (6) Using the chart below, identify how many of the outcomes below the proposer will achieve:

The outcomes for the Microenterprise shall include:

	Prestartups	Startups
Number Enrolled		
Number Who Completed Coursework		
Number Who Developed a Business Plan/Executive Summary		
Number who Launched a Business		
Number who were Provided Access to Capital		
Number of Loans Funded		
Number of Microloans Funded-City of Los Angeles		
Number of Total Loans Amount Funded		
Number of Referrals To WorkSource Center		
Number of Full Time Equivalent (FTE) Jobs Created		
Number of FTE Jobs Retained		

The outcomes for the Operating Businesses shall include:

Number of Operating Businesses Enrolled	
Number Who Completed Coursework	
Number of New Businesses Location Established	
Number Who Developed a Business Plan/Exec Summary	
Number Who were Provided Access to Capital	
Number of Loans Funded	
Number of Loans Funded-City of Los Angeles	
Number of Total Loans Amount Funded	
Number of Business Referrals To WorkSource Center	
Number of New FTE Jobs Created	
Number of FTE Jobs Retained	

FISCAL OPERATIONS (20 points)

NARRATIVE 3

(1) Fiscal Operations Narrative

This section requests the preparation of a budget and requires the identification of all non-City contract sources, program income, fee charges, etc. that will be used in support of the program(s) as well as the uses of all resources. The budget must be attached to a narrative including justification of the cost categories and level of expenditures. The budgets should be structured to reflect a twelve (12) month term at a maximum of \$500,000. The City reserves the right to negotiate individual terms of the budget prior to the award of contracts to successful proposers.

(2) Resource Development

- (a) Describe how the proposed project budget supports the stated project objectives and activities. Further, discuss how funds are allocated to minimize administrative costs and support direct services. Additionally, speak to the necessity of any subcontracts and any unusual expenditure.
- (b) Present a defined strategy to maximize existing available resources and a plan to continue the program if future funding is reduced.

(3) Budget

Prepare and submit a proposed **12-month budget** in accordance with the "Guidelines for Preparation of Budget Forms." The budget should include which services, activities, and other costs to support the program described in the application. At a minimum, the budget should include 4 full time equivalency staff (FTE) that reflect the areas of business expertise mentioned in Narrative 2, Section (1) a - Staffing, Program Administration and Center Operations. If subcontractors are used, include an individual budget that details the costs for the subcontractors. Forms to be completed and submitted with each proposal include:

- Narrative Worksheet for Proposed Budget Line Items
- Budget Summary
- Budget Detail
- Schedule of Personnel Costs
- Spending Plan Worksheet
- Schedule of Leveraged Resources
- Salary Range Summary
- Position Descriptions
- Organizational Chart

The resource allocation and cost reasonableness of the proposal will be evaluated against this budget. Consideration will be given but not limited to the following in awarding points:

- Completeness and Accuracy - the budget must be complete and accurate and all proposed costs allowable for points to be awarded.
- All proposed costs will be evaluated to determine if they are reasonable, necessary and competitive.

(4) Fiscal Management

- (a) Indicate whether or not the proposer has any past due obligations with the City of Los Angeles or any other funding source, e.g., disallowed costs or

unearned grant from a previous contract, which have not been returned to the funding source. If the agency does have past due obligations please list the name of the funding source, the amount of funds, program title, contract number and contract period. Please indicate the reason for the past due obligations;

- (b) Attach a copy of the agency's fiscal procedures and a copy of last audit report from an independent auditor or a City auditor.
- (c) A copy of the agency's cost allocation plan should be available for review.

(5) Fiscal Requirements

Describe applicant's organizational experience in managing and complying with grantor(s) fiscal requirements. Does the applicant (or any agency in the proposed partnership) have past due obligations (e.g., disallowed costs or unearned grants) IRS or State levies with any funding source? If yes, please provide the following information:

- Name of the funding source and project title
- Contract number
- Contract period
- Amount of past due obligation
- Managing funds, including grants, and managing personnel, subcontractors and consultants.

B. General Preparation Guidelines

If a proposer does not follow these instructions and/or information is left out or a particular exhibit and/or attachment is not submitted, the proposer shall be determined to be ineligible and excluded from the review.

1. The proposal must be submitted in the full legal name of the corporation or agency as registered with the California Secretary of State. A corporate seal, if available, must be embossed on the left-hand side of Exhibit II – *Executive Summary Signature Page and Non-Collusion Affidavit* in the original proposal. An authorized representative of the applicant organization who has legal authority to bind the organization in contract with the City must sign the proposal.
2. Separate proposals should be submitted for each BusinessSource Center targeted area. Indicate on the: *Executive Summary Signature Page and Non-Collusion Affidavit* (Exhibit II) the BusinessSource Center targeted service area for which the proposal is submitted.
3. Proposers must submit one (1) original and five (5) copies, as well as one electronic copy. The original must be marked "Original" on the cover and must

bear the actual “wet” signature(s) of the person(s) authorized to sign the proposal. The copies must be numbered on the upper right hand side of the cover to indicate “Copy No. ____.” Please submit proposal copies using binder clamps or binders (or a similar, sturdy, removable fastener). Proposer must also submit one electronic form of the full response to EWDD.

4. All proposals must be accompanied by a cover letter that should be limited to **one page**. The letter must:

- Include the title, address, telephone number, fax number, and e-mail of the person(s) who will be authorized to represent the proposer and each collaborator;
- Be signed by the person(s) authorized to bind the agency to all commitments made in the proposal and, if applicable, be accompanied by a copy of the Board Resolution authorizing the person(s) to submit the proposal. If a Board Resolution cannot be obtained prior to proposal submission, it may be submitted no later than **14 calendar days** after the proposal submission deadline; and
- Identify the individual or firm that prepared or assisted in preparing the proposal. If that individual or firm will not participate in the implementation of the project, describe how the transfer of responsibility will occur to ensure timely implementation.

5. Address and send the cover letter (with the proposal package) to:

Jenny Scanlin, Assistant General Manager
Economic Development Division
Economic & Workforce Development Department
1200 W. 7th Street, 6th Floor
Los Angeles, CA 90017

6. Narrative responses shall be limited to a cumulative total of **20 pages** (excluding exhibits to be completed and returned with the proposal) and must follow these standards:

- Computer generated or typewritten only
- Font size – 12 point
- Font – Arial
- Margins – At least 1 inch on all sides
- Line pacing – Single-spaced
- Single-sided, 8 ½” x 11” plain white paper
- Portrait orientation

Pages in excess of the stated limits will not be read, nor will they be considered in scoring.

7. Each page of the proposal, including exhibits, must be numbered sequentially at the bottom of the page to indicate Page ___ of ___. This may be handwritten.
8. Please use the indicative mood (will, shall, etc.) in narratives rather than the subjunctive (would, should, etc.) so that proposals can be easily converted to contract form.
9. The Proposal Checklist (See Section III.B) lists all narratives, exhibits and attachments that must be included in the proposal. In assembling the completed proposal, exhibits and attachments must be inserted in the order indicated in the Proposal Checklist. The Proposal Checklist will serve as the proposal's Table of Contents.
10. The narratives and exhibits, including the budget, should include and clearly identify the services to be provided.
11. Only the exhibits and attachments specifically identified the RFP should be included in each. Any other attachments submitted to "supplement" information in the proposal will be ignored and will not be considered in scoring.

C. Proposal Checklist

The Proposal Checklist at the end of this section identifies all information to be submitted with each proposal. It will serve also as the proposal's Table of Contents. Do not assume that any document is not applicable. Indicate in the Page Number column where the information can be found in the proposal. Proposals must be represented in the order shown on the Proposal Contents Checklist.

The following is a description of the "Documents Required" with the proposal as identified in the checklist:

1. Documentation of Status from the Internal Revenue Service (IRS)

Proposers must submit a copy of their notice from the IRS designating the agency as a 501(c)(3) or other evidence of its tax exempt status from the IRS; private for profit organizations; or higher educational institutions. Proposers applying as a partnership shall also submit documentation of nonprofit status for all partners.

2. Articles of Incorporation and Bylaws

A copy of the applicant's Articles of Incorporation, which reflects that its organization was legally incorporated for at least two (2) years prior to the date of

application. There should be a designation that one of the organizational purposes is the provision of service to day laborer workers. A copy of the corporate bylaws and all amendments as adopted by the agency's Board of Directors and properly attested.

3. Resolution of Executorial Authority

Every proposer shall submit a corporate resolution of Executorial Authority or other documented evidence of corporate actions of the Board of Directors, properly attested or certified, that specifies the name(s) of the person(s) designated to:

- a. Obligate the contractor and execute contractual documents;
- b. Sign checks for disbursement of funds from the City; and
- c. Sign requisitions for advances and/or reimbursement (i.e., monthly invoices for payment).

The submitted document shall include an original sample of the signature of each designee and accompany the cover letter. If a Resolution of the Board of Directors cannot be secured prior to proposal submission, **it may be submitted no later than 14 calendar days after the stated proposal deadline.**

4. Non-Collusion Affidavit (Exhibit V.I)

The Proposer shall submit a signed Non-Collusion Affidavit.

5. Bidder Certification City Ethics Commission (CEC) Form 50 (Exhibit V.L)

The Proposer shall submit a signed Bidder Certification City Ethics Commission (CEC) Form 50. More information about the Municipal Lobbying Ordinance and the Bidder Certification is available at http://ethics.lacity.org/pdf/laws/law_mlo.pdf

6. City Business Tax Registration Certificate

All proposers are required to submit a copy of the agency's City of Los Angeles Business Tax Registration Certificate (BTRC) as filed with the Office of Finance. Please visit the Office of Finance website at www.finance.lacity.org to obtain business tax information and application.

7. Contractor Responsibility Ordinance (CRO) Questionnaire (Exhibit V.D)

All proposers shall submit a completed CRO Questionnaire signed under penalty of perjury with their proposal (Exhibit V.D).

8. Equal Benefits Ordinance (Exhibit V.E)

The Proposer shall submit the applicable Equal Benefits Ordinance (EBO) Compliance Form(s) (Exhibit V.E).

9. MBE/WBE/OBE Outreach

The Contractor shall comply with the City's Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and other Business Enterprise (OBE) outreach requirements as appropriate.

Note: This requirement is mandated by Executive Directive No. 2001-26. The requirements has several components to demonstrate that the proposer has put forth good faith effort to reach out to subcontractors that are certified as minority-owned businesses, women-owned businesses, and others including small businesses. In order to be in compliance, the contractor must earn 75 points out of 100 points by completing the 10 different indicator tasks. If an applicant does not meet the 75 points threshold, their proposal may not be reviewed.

Forms for MBE/WBE/OBE may be downloaded from:

http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=div_occ_soe_forms.cfm.

Please see Schedule A on the website.

10. Certification Regarding Compliance with the Americans with Disabilities Act (Exhibit V.B)

11. Los Angeles Residence Information (Exhibit I)

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

12. Non Discrimination, Equal Employment Practice and Affirmative Action (Exhibit V.A)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. In order to comply, it is necessary that the bidder proposer / respondent complete sign and return with the bid/proposal/response the applicable forms. To obtain more information about Equal Employment Opportunity / Affirmative Action Program, please visit http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=div_occ_affirm_pd.cfm

PROPOSAL CHECKLIST

	<u>Page</u>
Proposal Checklist (Table of Contents)	_____
Cover letter with Board Resolution (or qualifying documentation) authorizing submission of the proposal.....	_____

APPLICANT FORMS

Proposer Information and Los Angeles Residence Form (Exhibit I)	_____
Executive Summary Signature Page and Non-Collusion Affidavit (Exhibit II).....	_____
Intent to Formally Collaborate Form (Exhibit III)	_____
Mandatory Notice of Intent to Submit Proposal (Exhibit IV).....	_____
City Policies and Forms (Exhibit V, Forms A-M).....	_____
Budget Forms (Exhibit VI, Forms A-I).....	_____

APPENDICES

- A. EWDD's Policy on Conflict of Interest**
- B. Standard Provisions for City Contracts – Rev 9/14**
- C. Subcontract and Procurement Procedures**
- D. Business Inclusion Program (BIP) Outreach Documentation & Process**

NARRATIVES

Narrative 1 – Demonstrative Ability	_____
Narrative 2 – Program Design and Approach	_____
Narrative 3 – Fiscal Operations	_____

FISCAL FORMS

Copy of Agency's Fiscal Procedures	_____
Copy of Most Recent Audit Report	_____

IV. REVIEW PROCESS AND EVALUATION CRITERIA

A. Eligible Proposers

Proposals will be accepted only from organizations or institutions with the following qualifications:

1. Be legally incorporated in the State of California under Federal Internal Revenue Tax Code Section 501(c)(3); private for profit organizations; and higher educational institutions;
2. Be in good standing with the California Secretary of State's Office;
3. Have not been determined to be non-responsible or been debarred by the City pursuant to the Contractor Responsibility Ordinance;
4. Have not been debarred by the federal government, State of California or local government;
5. Must have at least two (2) years of direct and/or related experience in the delivery of same or similar services for which they are requesting consideration through this RFP;
6. Individual proposals that combine bids for more than one (1) of the aforementioned areas will be disqualified; and
7. Proposer has included the required elements as detailed on Section II B of this proposal.

B. Evaluation Criteria

Proposals shall be evaluated on the following criteria and may include consideration of any or all of the listed factors at the City's sole discretion.

EVALUATION CRITERIA	POINTS
<u>Demonstrated Ability</u> <ul style="list-style-type: none"> • This includes history of demonstrated effectiveness • Operating experience, past outcomes and customer satisfaction • Clear track record of successful lending or packaging for loans. • Ability to reach all proposed target populations 	35

<u>Program Design and Approach</u> <ul style="list-style-type: none"> • This includes plan for program administration and center operation • Detailed and thought out service delivery plan and goals attributable to the target populations and potential growth industries • Discussion of capital that will be made available to the businesses and start-ups • Well-established business services available that reflect current needs of business community • Developed marketing plan that reaches the variety of populations served through a mixed media approach • Project evaluation tools have clear metrics and data collection process and analysis allow for multiple types of reports and • Technical and relevant expertise of staff and consultants • Introduction of partners and relevant expertise and resources partners bring to the proposal 	45
<u>Satellite / Mobile Locations (Bonus Points)</u>	5
<u>Fiscal Operations</u> <ul style="list-style-type: none"> • This includes resource allocation and development • Budget proposal that clearly delineates how the LABSC funds will be used and what sources are being leveraged on an annualized basis • Proposer's demonstration of administrative capabilities • Fiscal management and requirements 	20
TOTAL	105

C. Proposal Review Process

The proposal review process shall include the following major activities to ensure that the procurement meets audit standards:

1. All proposals shall be reviewed to determine that the minimum eligibility requirements have been met. Ineligible proposers will be informed in writing.
2. All eligible proposals shall be reviewed, scored, and ranked.
3. All eligible proposals shall be reviewed for costs that are reasonable, allowable, necessary, and competitive, as measured by a review of the line-item budget, the project design, and its competitive standing as compared to all other proposals.
4. At the City's sole discretion, oral interviews may be held with qualifying proposers.
5. Proposers shall be notified in writing about funding recommendations.

6. Proposers may be given up to an additional five (5) points for leveraging direct funding.

D. Proposal Narratives and Budget

All proposers shall prepare narratives and a budget that adequately address the evaluation criteria.

Proposed costs may be compared against other proposers and independent costs estimates. The lowest cost proposer may not be determined to be the best proposer when all evaluation factors have been considered.

There is no matching contribution requirement for this RFP. However, proposals will be reviewed for the likelihood that the program will not become dependent solely on City funds as evidenced by the program's ability to present a defined strategy to maximize existing available resources and a plan to continue the program if future City funding is reduced.

The proposal will be reviewed and consideration will be given to the amount of leveraged resources identified in the budget (see Appendix C – Match and Leveraged Resources).

V. RFP PROCESS AND SCHEDULE

A. Preliminary Schedule

Request for Proposals Released	Tuesday, September 15, 2015
Proposers' Conference	Wednesday, September 29, 2015
Proposals Due by 5:00 P.M.	Monday, October 30, 2015
Initial Contract Period Begins	April 1, 2016

B. Proposers' Conference

A Proposers' Conference has been scheduled to review the RFP document, discuss requirements, and answer questions regarding this RFP. City staff will not provide assistance regarding a proposer's individual project design or submission. Attendance is open to all interested parties. **Though attendance is not mandatory, all prospective proposers are strongly encouraged to attend the proposers' conference (see schedule below).**

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 programs, services and activities. Contact the EWDD by calling (213) 744-9700 at least 72 hours in advance to request an accommodation for the Proposers' Conference. Hearing-impaired persons requiring assistive devices at the conference can communicate their request via the EWDD's TTY/TDD telephone number at (213) 744 9395.

Date	Location	Time
Wednesday September 29, 2015	EWDD, Garland Building (6 th Floor) 1200 West 7 th St., L.A. CA 90017	10:00 a.m. – 12:00 p.m.

G. Technical Assistance

Technical assistance will be available from City staff on questions regarding requirements of the RFP. Such assistance is intended to further explain the City's requirements and expectations to aid in proposal submission. No assistance will be provided on a proposer's program design; nor will proposer's responses to RFP issues be reviewed or evaluated prior to the close of the RFP process.

Technical assistance questions may be submitted via e-mail. See the RFP cover page for appropriate e-mail address. ***Deadline to submit questions: Wednesday, October 23, 2015.***

To ensure fair and consistent distribution of information, all questions will be answered by a Question-and-Answer (Q&A) document available on the EWDD website at www.lacity.org/EWDD/home_bidsrfp.html. No individual answers will be given. The Q&A document will be updated on a regular basis to ensure the prompt delivery of information.

Technical assistance questions will also be addressed at the Proposer's Conference. Though attendance is not mandatory, all prospective proposers are strongly encouraged to attend the session.

H. Deadline for Submission of Proposals

Applicants must submit one (1) original and five (5) complete copies of the proposal as well as one electronic version. No copies will be made at the EWDD or by Department staff. The proposal designated as original must be marked "ORIGINAL" on the cover form and must bear the actual "wet" signature of the person(s) authorized to sign the proposal. A cover letter accompanying the proposal must be addressed to:

Jenny Scanlin, Assistant General Manager
Economic & Workforce Development Department
1200 W. 7th Street, 6th Floor
Los Angeles, CA 90017

The proposal must be hand or courier delivered in a sealed package by 5:00 p.m. PDT on the day identified on the front of this RFP to:

Economic & Workforce Development Department
1200 W. 7th Street, 6th Floor
Los Angeles, CA 90017

Proposals submitted via U.S. Postal Service, fax or e-mail will not be accepted. The person who delivers the proposal package will be issued a "Notice of Receipt of Proposal." The submitted proposal will be time and date stamped.

Timely submission of proposals is the sole responsibility of the applicant. All proposals submitted after the specified date and time are considered late and not eligible for funding. **Late proposals will not be reviewed.** Agencies are encouraged to submit their proposals well in advance of the deadline to ensure that unforeseen circumstances do not jeopardize submission.

I. Proposal Appeal Process

1. Appeal Rights

The City shall notify in writing all applicants of their right to file an appeal. Organizations submitting responses to the Request for Proposals issued by the Department may appeal the results of the proposal review process.

2. Letter of Appeals

Appellant shall file a written appeal in accordance with the deadline described in the City's Notice. The deadline for submission shall be five business days after City's delivery of Notice to Applicant. The Notice to Applicant may be delivered by email or by fax as contained in the Proposer Information and Los Angeles Residence Form (Exhibit I). Notice shall be deemed received upon proof of successful email or fax transmission.

An applicant filing an appeal concerning the selection of a contractor shall submit the appeal in writing to:

Jenny Scanlin, Assistant General Manager
Economic & Workforce Development Department
1200 W. 7th Street, 6th Floor
Los Angeles, CA 90017

Appeals shall be hand-delivered to the EWDD no later than 5:00 pm, five (5) business days from the date of the notice from the EWDD informing proposers of the results of the RFP.

Written appeals may not be more than three (3) typewritten pages and shall request an appeals hearing be granted. Written appeals must include the following information:

- (a) Name, address and telephone number of the proposer.
- (b) Name of RFP to which the organization responded.
- (c) Detailed statement of grounds for appeal.

Written appeals may not include any new or additional information that was not submitted with the original proposal. Only one appeal per proposal will be permitted. All appeals and protests must be submitted within the time limits set forth in the above paragraphs.

VI. GENERAL RFP INFORMATION

A. General Proposal Conditions

1. Costs Incurred by Proposers

All costs of proposal preparation shall be borne by the proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by proposers in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

2. Best Offer

The proposal shall include the proposer's best terms and conditions. Submission of the proposal shall constitute a firm and fixed offer to the City that will remain open and valid for a minimum of ninety (90) days from the submission deadline.

3. Accuracy and Completeness

- a. The proposal must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered. Falsification of any information may result in disqualification.
- b. If the proposer knowingly and willfully submits false performance or other data, the City reserves the right to reject that proposal. If it is determined that a contract was awarded as a result of false performance or other data

submitted in response to this RFP, the City reserves the right to terminate the contract.

- c. Unnecessarily elaborate or lengthy proposals or other presentations beyond those needed to give a sufficient, clear response to all the RFP requirements are not desired.

4. Withdrawal of Proposals

The proposals may be withdrawn by written request of the authorized signatory on the proposer's letterhead at any time prior to the submission deadline.

5. General City Reservations

- a. The City reserves the right to extend the submission deadline should this be in the interest of the City. Proposers have the right to revise their proposals in the event that the deadline is extended.
- b. The City reserves the right to withdraw this RFP at any time without prior notice. The City makes no representation that any contract will be awarded to any proposer responding to the RFP. The City reserves the right to reject any or all submissions.
- c. If an inadequate number of proposals is received or the proposals received are deemed non-responsive, not qualified or not cost effective, the City may at its sole discretion reissue the RFP or execute a sole-source contract with a vendor. Proposers have a right to revise their proposals in the event that a RFP is reissued.
- d. The City shall review and rate submitted proposals. The proposer may not make any changes or additions after the deadline for receipt of proposals. The City reserves the right to request additional information or documentation, as it deems necessary.
- e. The City reserves the right to verify all information in the proposal. If the information cannot be verified, and if the errors are not willful, the City reserves the right to reduce the rating points awarded.
- f. The City reserves the right to require a pre-award interview and/or site inspection.
- g. The City reserves the right to waive minor defects in the proposal in accordance with the City Charter.
- h. If the selection of the proposer is based in part on the qualifications of specific key individuals named in the proposal, the City must approve in advance any

changes in the key individuals or the percentage of time they spend on the project. The City reserves the right to have the contractor replace any project personnel.

6. Contract Negotiations

Proposers approved for funding shall be required to negotiate a contract with the City on an offer/counter-offer basis. The best terms and conditions originally offered in the proposal shall bind the negotiations. The City reserves the right to make a contract award contingent upon the satisfactory completion by the proposer of certain special conditions. The contract offer of the City may contain additional terms or terms different from those stated in the RFP.

As part of the negotiation process, the City reserves the right to:

- a. Use other sources of funds to fund all or portions of a proposer's proposal;
- b. Require that a funded proposer utilize a facility designated by the City for purposes of implementing its project;
- c. Fund all or portions of a proposer's proposal and/or require that one proposer collaborate with another for the provision of specific services, either prior to execution of an agreement or at any point during the life of the agreement;
- d. Elect to contract directly with one or more of the identified collaborators; and
- e. Require all collaborators identified in the proposal to become co-signatories to any contract with the City.

7. Standing of Proposer

- a. Regardless of the merits of the proposal submitted, a proposer may not be recommended for funding if it has a history of contract non-compliance with the City or any other funding source, poor past or current contract performance with the City or any other funding source, or current disputed or disallowed costs with the City or any other funding source.
- b. Contractors/Organizations that have been sanctioned because of non-compliance with Single Audit Act requirements for managing grant funds will be eligible to apply; however, they will not be eligible to receive any funding, if awarded under this RFP process, until this sanction is removed.
- c. The City will enter into an agreement only with entities that are in good standing with the California Secretary of State.

- d. The City reserves the right to request additional information or documentation.

8. Proprietary Interests of the City

- a. The City reserves the right to retain all submitted proposals, which shall then become the property of the City and a matter of public record. Any department or agency of the City has the right to use any or all ideas presented in the proposal without any change or limitation. Selection or rejection of a proposal does not affect these rights. All proposals will be considered public documents, subject to review and inspection by the public at the City's discretion, in accordance with the Public Records Act.
- b. Proposers must identify all copyrighted material, trade secrets or other proprietary information claimed to be exempt from disclosure under the California Public Records Act (California Government Code Sections 6250 *et seq.*) In the event such an exemption is claimed, the proposal must state: "(Name of Proposer) shall indemnify the City and hold it and its officers, employees and agents harmless from any claim or liability and defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore." Failure to include such a statement shall constitute a waiver of the proposer's right to exemption from disclosure.
- c. In any event, all information contained in this RFP is considered confidential and not open to the public or competing proposers until after the bidding period and appeal period is closed.

9. Discount Terms

The proposer agree to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discount to payments made under this agreement, which meets the discount terms.

10. Assurances

Proposer assures that it will comply with all applicable requirements of federal, state, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing the funds to be provided by an Agreement executed pursuant to this RFP. Proposer shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Proposer shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of such an Agreement. These requirements include, but are not limited to: the Community Development Block Grant (CDBG) 24 USC 5301 *et seq.* and implementing regulations; and/or the Community Services Block Grant Act of

1981, as established by Chapter 9 commencing with Section 12725 *et seq.*, Part 2, Division 3, Title 2 of the California Government Code and the regulations adopted or the actions taken by the State to implement such Chapter.

Contractor shall comply with all federal, state and local statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; and (e) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Disclaimer

The City is not responsible for representations made by any of its officers or employees prior to the approval of an agreement by the Los Angeles City Council unless such understanding or representation is included in this RFP or in subsequent written addenda. The City is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda.

VII. CONTRACT EXECUTION REQUIREMENTS

- A. If recommended for funding, the proposer shall be required to enter into an agreement with the City of Los Angeles and comply with the requirements listed below. **Failure to comply with these requirements will result in non-execution of the contract.** A copy of the City's Standard Agreement is available online at <http://www.lacity.org/EWDD/home bidsrfp.html>. The agreement with the selected proposer(s) will be negotiated for services, cost categories and performance.

1. Insurance Certificates

Contractors may be required to maintain insurance at a level to be determined by the City's Risk Manager, with the City named as an additional insured. Contractors who do not have the required insurance should include the cost of insurance in their bid. Contractors will be required to provide insurance at the time of contract execution.

2. Certifications

The Contractor shall provide copies of the following documents to the City:

- a. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549.
- b. Certification and Disclosure Regarding Lobbying (not required for contracts under \$100,000). Contractor shall also file a Disclosure Form at the end of each calendar quarter during which any event requiring disclosure, or which materially affects the accuracy of the information contained in any previously filed Disclosure Form, occurs.
- c. A Certificate Regarding Drug-Free Workplace Requirements.
- d. A Certificate Regarding Compliance with the Living Wage Ordinance and Service Contract Worker Retention Ordinance of the City of Los Angeles, as appropriate.
- e. A Certification of Compliance with Equal Benefits Ordinance/Reasonable Measures Proposal for Equal Benefits Ordinance, as appropriate.
- f. Code of Conduct approved through Board Resolution and own Code copy.
- g. A Management Representation Statement

3. Corporate Documents

All contractors who are organized as a corporation or a limited liability company are required to submit a Secretary of State Corporate Number, a copy of its Bylaws, a current list of its Board of Directors, Articles of Incorporation or (for LLC) Articles of Organization, and a Resolution of Executorial Authority with a Signature Specimen.

4. Affirmative Action Plan

All agencies that are awarded contracts in excess of \$1,000 pursuant to this RFP are required to comply with the City's Affirmative Action Policies and must complete and submit an Affirmative Action Plan. See <http://bca.lacity.org/site/pdf/aa/aaformwo.pdf> for forms and information.

5. Conflict of Interest/Code of Conduct

The Economic & Workforce Development Department is funded with several grant sources, each with different regulations related to prohibiting conflicts of interest. Such regulations are applicable to any person or entity receiving grant funds. A copy of the department's *Policy on Conflict of Interest – Directive Number FY07-0001* is provided as Appendix A. Organizations considering submitting a proposal under this RFP should be aware of this policy and its implications for their organizations. Some key elements include:

No City-funded Employees as Board Members

The City will not execute any Agreement(s) and / or Amendment(s) with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City) is a member of the Board of Directors. The Board minutes must reflect this requirement.

Code of Conduct

The City requires that all Contractors/Subcontractors adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in EWDD Directive Number FY07-0001, in its entirety. No Agreements and/or Amendments will be executed without prior City approval of this Code of Conduct. Contractors may use one of the attached sample forms, as applicable (see samples A, B, or C of Appendix A).

6. DUNS Number

All contractors are required to obtain and provide the organization's 9-digit Data Universal Numbering System (DUNS) number or Central Contractor Registration plus 4 extended DUNS number.

To obtain a DUNS number, call D&B's special toll-free number for federal grant applicants: 1-866-705-5711 or go to D&B's Web site at <https://eupdate.dnb.com/requestoptions.asp>. Choose the "DUNS number only" option.

7. Standard Provisions for City Contracts

The successful proposer awarded a contract will be required to enter into an Agreement with the City of Los Angeles, approved by the City Attorney as to form. The Contractor shall abide by the City's Standard Provision for City Contracts (rev. 03/09) that is attached hereto and labeled Appendix B.

B. Additional Contracting Information

1. City of Los Angeles Contracting Method/Payment for Services

Contractors with the City of Los Angeles are generally compensated for services on a cost reimbursement basis. Under this method, contractors will be reimbursed for a negotiated set of costs incurred in operating the BusinessSource Center.

2. Program Income

All program income shall be reported to the City. Program income is that income generated through the provision of Block Grant funded services and activities. Some examples of program income include childcare fees, counseling fees, fund-raising income, donations and participant contributions. In those cases

where an agency has several sources of funding, program income is calculated on a prorated basis.

3. Contract Cost

Contract costs shall include only those contract related expenditures which are necessary, reasonable, allowable and allocable, and which are accrued during the contract period, or which are necessary for orderly contract start-up or close out. Organizations shall not provide services nor incur program costs prior to contract execution unless explicitly authorized in writing by the Mayor and City Council.

4. Records Retention

All contractors are required to participate in data collection and to submit reports required by the program. Projects are required to keep accurate records to document progress in achieving objectives.

All contractors must maintain records that support all contract expenditure. Public and non-public contractors must also maintain records that support all program income expenditures, and program income reporting in accordance with City record retention requirements. All such records are subject to review, monitoring, and audit. Any failure on the contractor's part to fully comply with Federal, State or City program income requirements shall result in disallowed costs and repayment of any amounts directly related to the violation.

These records and documents shall be retained within the County of Los Angeles for a period of five years after termination of any agreement and after final disposition of all pending matters.

5. Security Clearance and Tuberculosis Test of Staff and Volunteers

All Contractors shall certify that contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass a background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.

All Contractors shall certify that contractor and subcontractors shall have Tuberculosis (TB) tests completed on any staff member working with youth.

All Contractors shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

6. The contractor will be required to comply with all Federal, State, Local, City, and the EWDD laws, regulations, policies, directives, procedures and instructions, and any subsequent amendments.
7. By submitting a proposal, proposers are:
 - (a) Making a commitment to carry out all contractor responsibilities, comply with all requirements, and give the City timely access to all necessary documents, staff and participants;
 - (b) Certifying that they possess the skill, knowledge, and expertise to successfully plan and operate a program as described in the RFP; and
 - (c) Certifying that they possess the organizational structure, facilities, equipment, and experienced and qualified staff necessary for successfully managing their proposed projects, fully utilizing all funds in the contract, and maintaining timely and accurate documentation and reporting practices.
8. The proposer to whom the contract is awarded shall be required to enter into a written contract with the City of Los Angeles on a form approved by the City Attorney. The RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract; however, the City reserves the right to further negotiate the terms and conditions of the contract with selected proposer.
9. If a contractor is unable to provide services as proposed, or otherwise is not able to perform according to the contract, including an inability to start up the program on time, not provide services according to plan, submitting late or inaccurate fiscal documents to the City, not resolving performance problems in a timely manner, the City reserves the right, at its discretion, to take any of the following actions:
 - Notify the contractor of program deficiencies and require that a corrective action plan be implemented;
 - Require specific performance progress reports for specific time periods;
 - Withhold funds;
 - Change the general scope of the agreement;
 - Renegotiate the unit price;
 - Suspend operation of the agreement; or
 - Terminate the agreement.
10. In the event a contractor does not provide services during the contract period as specified in the contractor's proposal, and as negotiated by the City, the contractor will be considered in breach of contract and the City reserves the right to pursue all remedies it deems appropriate, including the right to apply criteria of

reasonable and necessary costs and to renegotiate the unit price paid to the contractor and retroactively change the unit price through a contract amendment. The City will determine criteria for reasonable and necessary costs.

11. The contractor shall conduct or have conducted on an annual basis audits in accordance with the Single Audit Act, P.L. 98-502, OMB Circular A-133, and City Council action dated February 4, 1987, C.F. No.84-2259-SI, and any administrative regulations or field memos implementing the Act.

**PROPOSER INFORMATION
AND LOS ANGELES RESIDENCE INFORMATION**

1.	RFP Title	<u>LA BusinessSource Centers</u>		
2.	Proposer's Name (legal name of entity)	<u></u>		
	(As Currently Listed With the Office of the Secretary of State of California)			
3.	Authorized Contact Person:			
	Name	<u></u>	Title	<u></u>
	Phone Number	<u></u>	E-Mail	<u></u>
4.	Administrative Address	<u></u>		
	Mailing Address (if Different)	<u></u>		
5.	Phone Number	<u></u>	TTY Phone Number	<u></u>
			Fax	<u></u>
6.	Email Address	<u></u>	Website Address	<u></u>
7.	Total Number of Employees	<u></u>		
8.	Total Number of Employees Residing in the City of Los Angeles	<u></u>		
9.	Percentage of Employees Residing in the City of Los Angeles	<u></u>		
10.	Agency's Internal Revenue Service (IRS) Tax Exempt Identification #:	<u></u>		
	Agency's City of Los Angeles Business Tax Registration Certificate (BTRC) #	<u></u>		
11.	or Vendor Registration #:	<u></u>		
12.	Agency's DUNS #	<u></u>		

Please attach the following documents to this Exhibit:

1. Board Resolution of Executorial Authority or other qualifying documentation (if not available, may be submitted 14 days after the stated submission deadline)
2. Copy of Proposer's Articles of Incorporation and Bylaws
3. If applicable, Nonprofit Status Documentation from the Internal Revenue Service (IRS) e.g. 501(c)(3) designation, or other evidence of tax-exempt status

**LA BUSINESSSOURCE CENTERS RFP
EXECUTIVE SUMMARY SIGNATURE PAGE**

Proposer Legal Name:			
DBA (Doing Business As):			
<p>Citywide services shall be provided to the following areas:</p> <div style="display: flex; flex-wrap: wrap; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%; text-align: center;"><input type="checkbox"/> Central</div> <div style="width: 30%; text-align: center;"><input type="checkbox"/> East</div> <div style="width: 30%; text-align: center;"><input type="checkbox"/> Harbor</div> <div style="width: 30%; text-align: center;"><input type="checkbox"/> North Valley</div> <div style="width: 30%; text-align: center;"><input type="checkbox"/> South Los Angeles</div> <div style="width: 30%; text-align: center;"><input type="checkbox"/> South Valley</div> <div style="width: 30%; text-align: center;"><input type="checkbox"/> West Los Angeles</div> </div> <p style="margin-top: 10px;">* See Appendix E or http://cityplanning.lacity.org for Map of Area Planning Commissions</p>			
<p><u>Affix Corporate Seal</u> (Seal must bear the same corporate name as that under which this application is being submitted.)</p>	<p>The undersigned certifies under penalty of perjury that:</p> <p>This proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.</p> <p>This proposal is genuine, and is not a 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 self an advantage over any other proposer.</p> <p>To my knowledge, this proposal does not duplicate services or facilities available in the area that are funded by other sources of funds.</p> <p>If collaborators are named in this proposal, they were chosen based upon their demonstrated ability to provide the services described herein.</p> <p>In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award or administration of a subcontract supported by these funds.</p>		
	<p>Signature of AUTHORIZED SIGNER</p>		
	<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 70%;">Typed (or Printed) Name of Signer</td> <td style="border: none; width: 30%;">Date</td> </tr> </table>	Typed (or Printed) Name of Signer	Date
Typed (or Printed) Name of Signer	Date		
	<p>Title</p>		

On behalf of my organization, I acknowledge our intent to collaborate with the Proposer in providing services for the BusinessSource Centers System.

[illegible]

LA BUSINESSSOURCE CENTERS RFP

**MANDATORY NOTICE OF INTENT
TO SUBMIT PROPOSAL**

The City of Los Angeles, Economic and Workforce Development Department conducts a number of procurements annually. In order to more efficiently manage the number of potential respondents to these procurements, this "Notice of Intent to Submit Proposal" is a prerequisite for an organization interested in submitting a proposal. However, the filing of this notice does not bind nor obligate the organization to submitting a proposal.

Request For Proposals: **LA BusinessSource Centers**

The Notice of Intent to Submit Proposal due on : **October 19, 2015**

Name of Agency: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

Please return this form by email to: RFP.intenttopropose@lacity.org

Title your email: **[Your organization's name] – LA BusinessSource Centers RFP**

Questions regarding this RFP should be directed to ewdd.LABSC@lacity.org

EXHIBIT V

City Policies and Forms

A. Affirmative Action/Nondiscrimination Program

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

COMPANY NAME

AUTHORIZED SIGNATURE

ADDRESS

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

TELEPHONE/E-MAIL

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.ecoe@lacity.org

AFFIRMATIVE ACTION PLAN

The following contracts are subject to the City of Los Angeles Affirmative Action Program as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et seq.:

- Every non-construction contract of \$100,000 or more;
- Every construction contract of \$5,000 or more.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the available labor pools. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to ensure equal employment practices, and takes steps to correct underutilization of women and minorities.

Contractors are subject to all provisions contained in LAAC Section 10.8.4 et seq. which can be found at <http://bca.lacity.org>. The excerpts below are provided to serve as a starting point for satisfying these requirements:

LAAC Section 10.8.4 (B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

LAAC Section 10.8.4(K) The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract.

LAAC Section 10.8.4(M) The Affirmative Action Plan required to be submitted shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors, and suppliers of all racial and ethnic groups, provided, however that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

LAAC Section 10.8.4(Q) All contractors subject to the provisions of the section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor.

CONTRACTOR DECLARATION

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

- (a) Recruit and make efforts to obtain such employees.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- (d) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- (e) Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts.

Requirements For Construction Contractors ONLY

Construction contractors are additionally subject to all provisions contained in LAAC Section 10.13 et. seq. which can be found at <http://bca.lacity.org>. As part of these provisions, construction contractors are required to:

1. Submit an **Anticipated Employment Utilization Report (AEUR)** with each new bid for purposes of effectuating this Affirmative Action Plan for the specific project. The AEUR can be found in the bid documents or at <http://bca.lacity.org>.
2. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity (EEO) Officer. Such individual must have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

NAME OF EEO OFFICER

TITLE

E-MAIL

PHONE NUMBER

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et seq. and agree to comply with them while under contract as set forth therein.

Executed this ____ day of _____, in the year 20____, at _____, _____
(CITY) (STATE)

COMPANY NAME

TELEPHONE/E-MAIL

AUTHORIZED SIGNATURE

ADDRESS

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

**B. Americans with Disabilities Act Policy, 42 U.S.C. Section
12101**

CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

Contract Number _____

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE _____

DATE _____

**C. Child Support Ordinance, Los Angeles Administrative Code
Section 10.10**

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:

Name of Business/Borrower

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business/the Borrower are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business/Borrower will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at :

City/County/State

Date

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

D. Contractor Responsibility Questionnaire

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Department/Division Awarding Contract	City Contact Person	Phone
--	---------------------	-------

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

Street Address	City	State	Zip
----------------	------	-------	-----

Contact Person, Title	Phone	Fax
-----------------------	-------	-----

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☐ An Initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title	Signature	Date
-------------------	-----------	------

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ **Corporation:** Date incorporated: ____/____/____ State of incorporation: ____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

☐ **Limited Liability Company:** Date of formation: ____/____/____ State of formation: ____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: ____/____/____ State of formation: ____

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☐ No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☐ No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☐ No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☐ No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the Internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☐ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? _____ Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☐ Yes ☐ No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter proceeded to arbitration without court litigation. For part (c), check Yes only if the matter proceeded to court litigation. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☐ No

(b) Work performance on a contract?

☐ Yes ☐ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☐ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

SERVICE

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☐ No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☐ No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☐ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the Internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the Internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination In Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**E. Equal Benefits Ordinance, Los Angeles Administrative Code
Section 10.821**

EBO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.ceoc@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: _____ BAVN Company ID # _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ E-mail: _____

Approximate Number of Employees in the United States: _____

Approximate Number of Employees in the City of Los Angeles: _____

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☐..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

_____ will comply with the Equal Benefits Ordinance requirements
Company Name
as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this ____ day of _____, in the year 20____, at _____,
(City) (State)

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

EIN/TIN

F. Living Wage Statutory Exemption

LWO EXEMPTION APPLICATION

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor
Los Angeles, CA 90015
Phone: (213) 847-1922 – Fax: (213) 847-2777

LIVING WAGE ORDINANCE APPLICATION FOR NON-COVERAGE OR EXEMPTION

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies. Contractors may submit this form with their bid or proposal to apply for exemption. City departments may also use this form. Exemptions based on the categories listed below must be approved by the Office of Contract Compliance (OCC) to be valid.

SECTION 1: CONTRACTOR INFORMATION

Company Name: _____ Contact Person: _____
Company Address: _____
City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: DEPARTMENT AND CONTRACT INFORMATION

Department Awarding Contract: _____ Contract # (if any): _____
Name of Department Contact: _____ Department Phone: _____
Contract Amount: \$ _____ Start Date: _____ End Date: _____
Purpose/ Service Provided: _____

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested.)

- ☐ **Collective Bargaining Agreements (LAAC 10.37.12):** Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.

Required documentation: A copy of the CBA with the superseding language clearly marked, or a letter from the union stating that the union has agreed to allow the CBA to supersede the LWO must be submitted with this application.

- ☐ **Occupational License (LAAC 10.37.1(f)):** Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt.

Required documentation: A listing of the employees required to possess occupational licenses to perform services to or for the City and copies of their occupational licenses must be submitted with this application.

- ☐ **Other - Cite the LWO code section:** _____

Required documentation: Submit a memorandum explaining the basis for the request for application for exemption.

SECTION 4: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Name of Signatory	Signature	Title	Date
-------------------	-----------	-------	------

Any approval of this application exempts only the listed contractor from the LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless the Office of Contract Compliance has approved a separate exemption for the individual subcontractor.

FOR OCC USE ONLY

Approved / Not Approved – Reason: _____	By OCC Analyst: _____	Date: _____
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G. Service Contract Worker Retention Ordinance

CITY OF LOS ANGELES

Department of Public Works, Bureau of Contract Administration
Office of Contract Compliance

1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015

Phone: (213) 847-1922 – Fax: (213) 847-2777

SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)**CITY FINANCIAL ASSISTANCE RECIPIENT ("CFAR")****APPLICATION FOR NON-COVERAGE OR EXEMPTION**

A City financial assistance recipient (CFAR), as defined in Los Angeles Administrative Code Section 10.36.1(c), may apply for non-coverage or exemption if they meet the criteria described below. Under LAAC 10.36.1(c), a CFAR means any person that receives from the City in any one year discrete financial assistance for economic development or job growth totaling at least \$100,000. Service contracts for economic development or job growth are also deemed to be financial assistance once the \$100,000 threshold is reached.

Company Name: _____ Phone: _____

Contact Person: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Department Awarding Financial Assistance: _____

Number of Contracts with the City of Los Angeles: _____

(Attach a list identifying the awarding department, contract amount, contract term, and contract purpose.)

Please check the box indicating the exemption for which you are applying and follow the instructions.

☐ **Exemption 1:** A corporation organized under Section 501(c)(3) of the United States Internal Revenue Service Code, that regularly employs homeless persons, persons who are chronically unemployed, or persons receiving public assistance may apply for this exemption.

To qualify: Read and sign the statement that follows. Submit this form and a copy of your IRS 501(c)(3) letter to the awarding department, who will then review it and submit it to the Bureau of Contract Administration, Office of Contract Compliance for final approval.

I certify under penalty of perjury that this corporation regularly employs homeless persons, persons who are chronically unemployed, or persons receiving public assistance.

Signature: _____ Date: _____

☐ **Exemption 2:** A corporation organized under Section 501(c)(3) of the United States Internal Revenue Service Code, with an annual operating budget of less than five million dollars (\$5,000,000) may apply for this exemption.

To qualify: Submit this form, a copy of your IRS 501(c)(3) letter and a copy of your operating budget for the current fiscal year to the awarding department, who will then review it and submit it to the Bureau of Contract Administration for final approval.

AWARDING DEPARTMENT'S RECOMMENDATION:

Approved: _____ Not Approved: _____ Date: _____

Department Contact: _____ Phone: _____

FOR BCA USE ONLY

Approved: _____ Not Approved (See Attached): _____

Analyst: _____ Date: _____

H. Los Angeles Residence Information

LOS ANGELES RESIDENCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council on January 7, 1992, adopted a motion that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: _____

I. Corporate or Main Office Address:

II. Total Number of Employees in Organization: _____

III. Number and Percentage of Employees in Organization who are Los Angeles City Residents:

_____%

I. Non-Collusion Affidavit, Los Angeles City Charter Section
386

NON-COLLUSION AFFIDAVIT

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, _____, depose and say that I am

_____ of _____
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

who submits this proposal to the City of Los Angeles, City Attorney's Office, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly 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 that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: _____ at _____
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify under penalty of perjury that the foregoing is correct.

(Signature)

J. Slavery Disclosure Ordinance, Los Angeles Administrative
Code Section 10.41.1

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement _____ Department Contact Person _____

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, _____, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

Company Name	Phone	Federal ID #
Street Address	City	State Zip

3. Has the Company submitted the SDO Affidavit previously? ☐ NO ☐ YES Date of prior submission: _____
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Company came into existence in _____ (year).

5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

_____ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

_____ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

_____ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on _____ at _____, _____
(Date) (City) (State)

Signature: _____ Title: _____

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

K. First Source Hiring Ordinance

FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

_____ will fully comply with the First Source Hiring Ordinance requirements.
Company Name

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this ____ day of _____, in the year 20____, at _____, _____
(City) (State)

Signature

Mailing Address

Name of Signatory (Please Print)

City, State, Zip Code

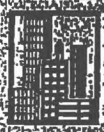
Title

EIN/TIN

BAYN ID No.

E-Mail

L. City Ethics Form 50 – Bidder Certification



City Ethics Commission
200 N. Spring Street
City Hall - 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 878-1880

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

☐ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:	Awarding Authority (Department):
Name of Bidder:	Phone:
Address:	
Email:	

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(f) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(f)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: _____ Signature: _____
Name: _____
Title: _____

Los Angeles Administrative Code § 10.40.1

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (i) "Public lease or license".

- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicensees;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

- M. **City Ethics Form 55 – Bidder Contributions, Los Angeles City Charter Section 470(c)(12)**



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED. PLEASE TYPE OR PRINT LEGIBLY.

Bid/Contract Number (or other identifying information if no number):

Date Bid Submitted:

Description of Contract:

Awarding Authority (Department):

BIDDER

Name: _____

Address: _____

Email (optional): _____ Phone: _____

State Contractor I.D.: _____

Must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor I.D., indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ _____ additional sheets are attached.

☐ Bidder is an individual with no principals.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal
whose subcontracts are worth \$100,000 or more.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mall Stop 129
(213) 978-1960

Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

☐ Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: _____ Signature: _____

Name: _____

Title: _____

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

GUIDELINES FOR PREPARATION OF BUDGET FORMS

- Prepare a 12-month budget using the attached forms.

REQUIRED BUDGET FORMS

The forms listed below may be found at www.EWDD.lacity.org/home_bidsRFP.html. Do not alter the forms from their present Excel format nor convert the forms to another file type. A brief summary and instructions for each form follows:

- (1) Budget Form #1 Guidelines for Preparation of Budget Forms
- (2) Budget Form #2 Budget Narrative
- (3) Budget Form #3 Budget Summary
- (4) Budget Form #4 Budget Detail
- (5) Budget Form #5 Schedule of Personnel Costs
- (6) Budget Form #6 Spending Plan
- (7) Budget Form #7 Schedule of Leveraged Resources
- (8) Budget Form #8 Salary Range Summary
- (9) Budget Form #9 Position Description

BUDGET FORM INSTRUCTIONS AND SUMMARY

(1) Guidelines for Preparation of RFP Budget Forms (This Form)

(2) Budget Narrative Worksheet

Summarize and justify all costs that are proposed for the grant for each line item and for each target population (Microenterprise and Operating Business). At a minimum, for each line item, provide a breakdown of personnel and other costs.

(3) Budget Summary

The Budget Summary Form will be automatically populated after fully completing the Budget Detail Form and Spending Worksheet.

(4) Budget Detail

Complete the Budget Detail first. Various cells on the Schedule of Personnel Costs, Spending Plan Worksheet and the Budget Summary, will then be populated automatically.

In the appropriate columns, enter "Microenterprise" costs necessary to deliver services to that target population and "Operating Business" costs to deliver services to that target population. Notice that there is no column for administrative cost as indicated in the RFP document. All cost borne for this program is to be for activities to deliver services to Microenterprises and Operating Businesses clients.

- **#1000 – Personnel Costs** – this line-item is the sum of all proposed expenses identified on the Schedule of Personnel
- **#2000 – Other Costs** – this line-item is to identify, but is not limited to, all facility, travel, material and supplies

Facility Costs – are to be calculated as follows: lease or rental cost (total square feet x cost per square foot = Total Cost). A copy of the lease agreement must be attached.

If applicable, compute depreciation or use allowance for owned property used for this project. A depreciation schedule must be attached.

Identify and include any related facility costs as separate line-items. This may include, but not be limited to, utilities, janitorial and security expenses.

Mileage – costs necessary to achieve the objectives of the proposed project may be included at the rate of 44.5 cents per mile.

Travel – All out of town travel, must be approved in advance, by the City.

Materials and Supplies – may include but not be limited to, consumable materials and supplies (e.g., training materials, office supplies, forms, brochures).

- **#2100 – Participant Related Costs** – this line-item is to identify funds that will be budgeted for the direct financial support of program participants. This may include, but not be limited to, transportation assistance, food, immunization and clothing. Direct financial support, or Supportive Services, may be provided only when necessary for enabling individual to participate in activities at the WorkSource Center. Supportive Services must be documented in a participant's file and include justification, amount of assistance, and verification that services were received.
- **#2200 – Subcontractor Costs** – this line-item is to identify the proposed partners and their costs. List each partner separately. Partners provide services to participants.
- **#3000 – Furniture and Equipment Cost** – this line-item is to identify proposed equipment purchases of items with a useful life of one or more years and an acquisition cost of more than \$1,000, and any electronic items regardless of cost such as fax machines, etc., that is proposed to be purchased for this project. Note: Prior approval must be obtained from the City for equipment purchases.

(5) Schedule of Personnel Costs

- List each employee by Job Title; list the total Monthly Salary (from all funding sources) for each position, percent of time to be worked on this grant and the number of months to be worked by the position.

Determining the Total City Share: (Full Monthly Salary for each Employee Job Title) X (% of time on this project) = Total City Cost for each position.

After determining the Total City Cost for each position, breakdown total cost into either "Microenterprise" (column G) or "Operating Business" (column H). If the position is paid an hourly rate, please convert to monthly salary.

Position descriptions must be prepared for all funded position.

Staff salaries must be commensurate with equivalent job classifications in the Los Angeles area and conform to provisions of the City's Living Wage Ordinance. Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) may qualify for an exemption from the Living Wage Ordinance. However, all proposers/contractors are advised that the exemption does not extend to childcare workers as defined by the Ordinance: "An employee whose work on an agreement involves the care or supervision of children 12 years of age and under".

- Fringe (Employee) Benefits paid from the grant may include: FICA (Social Security), Worker's Compensation, SUI (State Unemployment Insurance) and any other benefits to be provided, e.g. health plan, dental plan.

(6) Spending Plan Worksheet

Indicate planned monthly expenditures over a 12-month period. The total Cumulative amount should match the Total of Column A of the Budget Detail form.

(7) Schedule of Leverage Resources

Identify planned expenditures in support of program activity that will be paid for by sources other than the grant. While the calculation of leverage resources may vary, referenced resources should be auditable and verifiable. Options for identifying and determining the value of leveraged resources include:

- Tuition Cost – an approved tuition cost per unit/class served through other grant resources or institutions.

Example: 10 participants attend a 20-hour Business Plan Development course offered by the Los Angeles City College. Cost for the course is \$50 per participant. 20 participants X \$50 = \$1,000 may be reported as leveraged funding. LACC is a partner and provides the cost of tuition as in-kind contribution to the BusinessSource Center.

- Volunteer services –must be valued at rates consistent with those paid by the agency to its employees performing similar work.

(8) Salary Range Summary

List all job titles included in the budget and the salary range for each.

(9) Position Descriptions

Complete a Position Description form for all positions included in the budget.

A	B	C	D	E
COST CATEGORY	LINE ITEM	PROPOSED	LINE ITEM %	NARRATIVE EXPLANATION OF PROPOSED FUNDING

[illegible]

BUDGET SUMMARY

RFP TITLE LA BusinessSource Centers

Proposer Legal Name

Proposed Regional Area

Schedule of Costs

Cost Classification		CITY SHARE			Program Income	Non-Federal Matching Share	Total Estimated Costs	Fiscal Notes
		Total City	Microenterprise	Operating Business				
1000	PERSONNEL COSTS	0	0	0	0	0	0	
2000	OTHER COSTS	0	0	0	0	0	0	
2100	PARTICIPANT-RELATED COSTS	0	0	0	0	0	0	
2200	SUBCONTRACTOR(S) COSTS	0	0	0	0	0	0	
3000	FURNITURE & EQUIPMENT	0	0	0	0	0	0	
		0	0	0	0	0	0	
		0	0	0	0	0	0	
	TOTAL COSTS	0	0	0	0	0	0	

Spending Plan

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
PLAN FOR THE MONTH	0	0	0	0	0	0	0	0	0
TOTAL - CUMULATIVE	0	0	0	0	0	0	0	0	0

	Month 10	Month 11	Month 12						TOTAL
PLAN FOR THE MONTH	0	0	0	0	0	0	0	0	0
TOTAL - CUMULATIVE	0	0	0	0	0	0	0	0	

BUDGET DETAIL

RFP TITLE	LA BusinessSource Centers					
Proposer Legal Name	0					
Proposed Regional Area	0					

Cost Classification / Line Item	ESTIMATED COSTS - BY LINE ITEM					
	City of LA Share			Program Income	Non-Federal Matching Share	Grand Total Estimated Costs
	Total	Microenterprise	Operating business			
	(A = B + C)	(B)	(C)	(D)	(E)	(A = D + E)
#1000 - PERSONNEL COSTS						
SALARIES	0	0	0			0
FRINGE BENEFITS	0	0	0			0
SUBTOTAL: PERSONNEL COSTS	0	0	0	0	0	0
#2000 - OTHER COSTS						
	0					0
	0					0
	0					0
	0					0
	0					0
	0					0
	0					0
	0					0
	0					0
	0					0
	0					0
	0					0
	0					0
	0					0
SUBTOTAL: OTHER COSTS	0	0	0	0	0	0
#2100 - PARTICIPANT-RELATED COSTS						
	0					0
	0					0
	0					0
	0					0
	0					0
	0					0
	0					0
SUBTOTAL: PARTICIPANT-RELATED COSTS	0	0	0	0	0	0
#2200 - SUBCONTRACTOR COSTS						
	0					0
	0					0
	0					0
	0					0
	0					0
SUBTOTAL: SUBCONTRACTOR COSTS	0	0	0	0	0	0
#3000 - FURNITURE & EQUIPMENT COSTS						
	0					0
	0					0
	0					0
	0					0
	0					0
SUBTOTAL: FURNITURE & EQUIPMENT COSTS	0	0	0	0	0	0
TOTAL						
	0	0	0	0	0	0
Percentage to Total	#DIV/0!		#DIV/0!			

[illegible][illegible]

			0	0	0	0	0	0
--	--	--	---	---	---	---	---	---

			Salaries						
FICA			#DIV/0!	0					0
HEALTH			#DIV/0!	0					0
SUI			#DIV/0!	0					0
WORKERS' COMPENSATION			#DIV/0!	0					0
RETIREMENT			#DIV/0!	0					0
OTHERS			#DIV/0!	0					0
			#DIV/0!	0					0

		#DIV/0!	0	0	0	0	0	0	0
--	--	---------	---	---	---	---	---	---	---

				0	0	0	0	0	0
--	--	--	--	---	---	---	---	---	---

SPENDING PLAN WORKSHEET

RFP TITLE	LA BusinessSource Centers
Proposer Legal Name	0
Proposed Regional Area	0

Cost Classification		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
1000	PERSONNEL COSTS									
2000	OTHER COSTS									
2100	PARTICIPANT-RELATED COSTS									
2200	SUBCONTRACTOR(S) COSTS									
3000	FURNITURE & EQUIPMENT									
TOTAL PLAN FOR THE MONTH		0	0	0	0	0	0	0	0	0
TOTAL - CUMULATIVE		0	0	0	0	0	0	0	0	0

Cost Classification		Month 10	Month 11	Month 12						Total
1000	PERSONNEL COSTS									0
2000	OTHER COSTS									0
2100	PARTICIPANT-RELATED COSTS									0
2200	SUBCONTRACTOR(S) COSTS									0
3000	FURNITURE & EQUIPMENT									0
										0
										0
TOTAL PLAN FOR THE MONTH		0	0	0	0	0	0	0	0	0
TOTAL - CUMULATIVE		0	0	0	0	0	0	0	0	

SCHEDULE OF LEVERAGED RESOURCES

RFP TITLE LA BusinessSource Centers
Proposer Legal Name
Proposed Regional Area

Program Elements	Service Provider	Method of Calculation	Total \$ Value of Resources
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total			\$ -

SALARY RANGE SUMMARY

RFP Title	LA BusinessSource Centers
Proposer Legal Name	
Proposed Regional Area	

	Position	Minimum	Maximum
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

POSITION DESCRIPTION

Supporting Document for Line Item Budget Personnel Schedule

RFP TITLE: LA BusinessSource Centers

Proposer Legal Name:

Proposed Regional Area:

Will the City funds requested under this RFP fund this position?

(Please check one:) YES ☐ NO ☐ % of time on this position _____

POSITION TITLE: _____

SALARY RANGE (minimum *and* maximum salary per month); _____

SUMMARY OF DUTIES RELATING TO PROJECT OBJECTIVES:

Name and Title of person (position) to which *this* Position reports:

QUALIFICATIONS AND EXPERIENCE: _____

Foreign language(s) spoken and/or written: _____

Technological knowledge, skills and abilities required (if any): _____

EDUCATION / LICENSE REQUIREMENTS: _____

Economic and Workforce Development Department's Policy on Conflict of Interest

Sample Form A

Sample Form B

Sample Form C

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

APPENDIX A

2 of 8

ECONOMIC AND WORKFORCE
DEVELOPMENT DEPARTMENT

1200 W. 7TH STREET
LOS ANGELES, CA 90017

JAN PERRY
INTERIM GENERAL MANAGER

DATE: October 15, 2013

TO: All Economic and Workforce Development
Department Contractors

FROM: Jan Perry
Interim General Manager

SUBJECT: WDS DIRECTIVE NO. 14-05
POLICY ON CONFLICT OF INTEREST

EFFECTIVE DATE

This directive is effective upon date of issue.

PURPOSE

The purpose of this Directive is to re-issue the Department's policy on Conflict of Interest previously issued on December 15, 2006 as Directive Number FY07-0001.

Prior directive FY07-0001 became effective on January 1, 2007 as of the execution date of any new contract and/or amendment. WDS Directive No. 14-05 supersedes Community Development Department (CDD) Directive FY07-0001.

BACKGROUND

The Economic and Workforce Development Department (EWDD) is funded by several grant sources, each with different regulations related to prohibiting conflicts of interest. The City is required to apply conflict of interest laws cumulatively, meaning the strictest law is what controls a given situation. In an effort to assist the Department's contractors and their various staffing situations, EWDD will review each reported case of conflict of interest on an individual basis, to the extent allowed by the specific grant regulations for the benefit of the grant and its beneficiaries. If approval of an exception/waiver is recommended by EWDD and approved by the City, it must then be approved by the funding source. The request to review conflict of interest situations must be made prior to the execution of your Agreement or Amendment.

DIRECTIVE

Please note that the City's Agreement and this Directive prohibits Contractors from allowing employees to be members of its Board of Directors if the employee receives any financial benefit from the City Agreement.

All Contractors/Sub-Contractors are required to notify the City immediately upon discovery that a potential conflict of interest situation exists or may come into existence due to upcoming contractual/business dealings prior to each year's execution of a new City Agreement or Amendment.

If an existing or pending conflict of interest situation(s) is not brought to the attention of the City prior to execution of the Agreement or Amendment, and subsequent audit or monitoring visits determine that a conflict of interest does exist, the City will **NOT** approve a Contractor/Sub-Contractor's request for waiver/exception of the conflict of interest. Further, the City will question and may disallow any and all costs associated with that conflict of interest.

All exceptions/waivers to conflicts of interest that have been previously granted must be reviewed before execution of a new City funded Agreement or Amendment.

No City-funded Employees as Board Members

The City will not execute any Agreements and/or Amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

Code of Conduct

The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in this Directive. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.

Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

Conflict of Interest

A. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

B. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract; or
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

C. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
 2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
 3. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.
- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- G. The Contractor shall not subcontract with a former director, officer, or employee within an one-year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

CONTACT

Please contact your assigned Analyst to discuss the different options for eliminating existing conflict of interest situations. If you require technical assistance regarding this Directive, please contact Christopher Rajapakse, Community Program Director at (213)744-7175, TTY (213) 744-9395.

JP:RS:JP:CR

(SAMPLE A: MAY BE USED WHEN ADOPTING CITY'S CODE OF CONDUCT/ print on letterhead)

CERTIFICATION OF BOARD RESOLUTION

Whereas (legal name of your corporation) shall continue to operate and provide services to the Los Angeles community; and

Whereas adoption of a Code of Conduct shall be needed in order for (legal name of your corporation) to continue to contract with the City and its funding sources; and

Whereas (legal name of your corporation) has amended its corporate policies and procedures by reference to and incorporation of said City Code of Conduct;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of (legal name of your corporation) hereby adopted the City of Los Angeles Code of Conduct effective January 1, 2007, with respect to all agreements (legal name of your corporation) might enter into with the City of Los Angeles; Said adoption will remain in effect unless amended by a future Board Resolution.

I, the undersigned, do hereby certify:

1. That I am the duly elected Secretary of (legal name of your corporation); and
2. That the foregoing constitutes a Resolution of the Board of said corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ th day of ____, 2013.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said corporation, this ____ th day of ____, 2013.

(AFFIX CORPORATE SEAL HERE)

(Name of Corporate Secretary)
Corporate Secretary,
(Name of your Corporation)

(SAMPLE B: MAY BE USED WHEN CONTRACTOR HAS EXISTING CODE OF CONDUCT WHICH WAS AMENDED TO INCORPORATE THE CITY'S CODE OF CONDUCT/ print on letterhead)

CERTIFICATION OF BOARD RESOLUTION

Whereas (legal name of your corporation) shall continue to operate and provide services to the Los Angeles community; and

Whereas adoption of a Code of Conduct shall be needed in order for (legal name of your corporation) to continue to contract with the City and its funding sources; and

Whereas (legal name of your corporation) amended its corporate policies and procedures by reference to and incorporation of said City Code of Conduct;

IT WAS RESOLVED that the Board of Directors of (legal name of your corporation) adopted a Code of Conduct that contains all the requirements as set forth by the City of Los Angeles effective January 1, 2007 with respect to all agreements (legal name of your corporation) may enter into with the City of Los Angeles; Said adoption will remain in effect unless amended by a future Board Resolution. A fully executed copy of adopted Code of Conduct is attached to this Resolution and is incorporated herein by reference.

I, the undersigned, do hereby certify:

1. That I am the duly elected Secretary of (legal name of your corporation); and
2. That the foregoing constitutes a Resolution of the Board of said corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ th day of ____, 2013.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said corporation, this ____ th day of ____, 2013.

(AFFIX CORPORATE SEAL HERE)

(Name of Corporation Secretary)
Corporate Secretary,
(Name of your Corporation)

(SAMPLE C: MAY BE USED BY INDEPENDENT CONTRACTOR ON OWN LETTERHEAD OR ADOPT SAMPLE HEADER FORMAT AS FOLLOWS)

____ (Formal Name of Independent Contractor)
DBA ____ (Doing Business As Name, if applicable)
____ (Address: Street, Street No.)
____ (Address: City, State, and Zip)
Telephone: ____; Fax: ____; E-mail: ____

City of Los Angeles
Economic and Workforce Development Department
1200 West 7th Street, 6th floor
Los Angeles, CA 90017

**SUBJECT: SELF STATEMENT OF ADOPTING THE CODE OF CONDUCT OF THE
CITY OF LOS ANGELES**

I, ____ (DBA ____), an independent contractor, hereby adopt the Code of Conduct for the City of Los Angeles effective January 1, 2007 with respect to all Agreements I may enter into with the City of Los Angeles Economic and Workforce Development Department, ____ Division, effective immediately. It shall and remain in effect unless amended.

____ (Print Name and Title)
Independent Contractor

DBA if applicable

Date Signed

APENDIX B

STANDARD PROVISIONS FOR CITY CONTRACTS

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APENDIX B

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC – 1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this contract shall be construed according to its fair meaning and not strictly for or against the City or Contractor. The word “Contractor” herein in this contract includes the party or parties identified in the contract. The singular shall include the plural; if there is more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC – 2. NUMBER OF ORIGINALS

The number of original texts of this contract shall be equal to the number of the parties hereto, one text being retained by each party. At the City’s option, one or more additional original texts of this Contract may also be retained by the City.

PSC – 3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party’s performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City including, but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this contract.

In any action arising out of this contract, Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this contract the validity of the remaining parts, terms or provisions of the contract shall not be affected thereby.

PSC – 4. TIME OF EFFECTIVENESS

Unless otherwise provided, this contract shall take effect when all of the following events have occurred:

- A. This contract has been signed on behalf of Contractor by the person or persons authorized to bind Contractor hereto;
- B. This contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this contract as to form; and
- D. This contract has been signed on behalf of the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this contract and has been attested to by the City Clerk.

PSC – 5. INTEGRATED CONTRACT

This contract contains the full and complete agreement between the parties, sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous

agreements or understandings, whether written or oral, relating thereto. No verbal agreement nor conversation with any representative of either party shall affect or modify any of the terms and conditions of the contract.

PSC – 6. AMENDMENT

Any change to the terms of the contract, including changes in the scope of work to be performed and any increase or decrease in the amount of compensation, which are agreed to by the parties shall be incorporated into the contract by a written amendment properly executed by the authorized representatives of the parties and effective pursuant to the provisions of PSC-4. No verbal agreement with any officer or employee shall affect or modify any of the terms or conditions of the contract.

PSC – 7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC – 8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC – 9. WAIVER

A waiver of a default of any part, term or provision of this contract must be in writing and shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC – 10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The City may terminate this contract for the City's convenience at any time by giving Contractor thirty days written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The City shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to affect such termination. Thereafter, Contractor shall have no further claims against the City under this contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if Contractor fails to perform any of the provisions of this contract or so fails to make progress as to endanger timely performance of this contract, the City may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract due to Contractor's breach of this contract
2. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
3. If Contractor engages in any dishonest conduct related to the performance or administration of this contract or violates the City's lobbying policies, then the City may immediately terminate this contract.
4. In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this contract, including all intellectual property rights thereto, shall become City property upon date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.
6. If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this contract, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

PSC – 11. INDEPENDENT CONTRACTOR

Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of Contractor has been, is, or shall be an employee of the City by virtue of the contract, and Contractor shall so inform each employee organization and each employee who is hired or retained under the contract. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

PSC – 12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this contract. The City shall have the right to review and approve any personnel

who are assigned to work under this contract. Contractor agrees to remove personnel from performing work under this contract if requested to do so by the City.

Contractor shall not use subcontractors to assist in performance of this contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this contract. The City has the right to approve Contractor's subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

PSC – 13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

Contractor shall not, unless it has first obtained the prior written consent of the City (a) Assign or otherwise alienate any of its rights under this contract, including the right to payment; or (b) Delegate, subcontract, or otherwise transfer any of its duties under this contract.

PSC – 14. PERMITS

Contractor and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Contractor's performance hereunder and shall pay any fees required therefore. Contractor certifies to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC – 15. CLAIMS FOR LABOR AND MATERIALS

Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this contract so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by Contractor hereunder), against Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC – 16. LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE

If applicable, Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this contract, Contractor shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC – 17. RETENTION OF RECORDS, AUDIT AND REPORTS

Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this contract, in their original form, in accordance with requirements prescribed by the City. These records shall be retained for a period of no less than five years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the five years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Contractor shall provide any reports requested by the City regarding performance of this contract. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract.

PSC – 18. FALSE CLAIMS ACT

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC – 19. BONDS

All bonds which may be required for performance of services shall conform to City requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC – 20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor undertakes and agrees to defend (with counsel subject to approval by City), indemnify and hold harmless the City and its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, and/or for any other damages or losses of any kind or nature arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC – 21. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor, at its own expense, undertakes and agrees to defend (with counsel subject to City approval), indemnify, and hold harmless the City, and its boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, cost of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its subcontractors of any tier, in performing the work under this contract; or (2) as a result of the City's actual or intended use of any work product furnished by Contractor, or its subcontractors of any tier, under the Agreement. Work Products are all works, tangible or not, created under this contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual records, and sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of PSC-21 shall survive expiration or termination of this contract.

PSC – 22. INTELLECTUAL PROPERTY WARRANTY

Contractor represents and warrants that its performance of all obligations under this contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

PSC – 23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this contract shall be and remain the exclusive property of the City for its use in any manner it deems appropriate. Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this contract. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. For all Work Products delivered to the City that are not originated or prepared by Contractor or its subcontractors of any tier under this contract, Contractor hereby grants a non-exclusive perpetual license to use such Work Products for any City purposes.

Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the City.

Any subcontract entered into by Contractor relating to this contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract to contractually bind or otherwise oblige its subcontractors performing work under this contract such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law including, but not limited to termination of the contract.

PSC – 24. INSURANCE

During the term of this contract and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Contractor, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, and the Instructions and Information on Complying with City Insurance Requirements and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management.

PSC – 25. DISCOUNT TERMS

Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this contract which meet the discount terms.

PSC – 26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.

PSC – 27. NON-DISCRIMINATION

Unless otherwise exempt, this contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code as amended from time to time. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this contract, Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, age, physical handicap, mental disability, domestic partner status, marital status or medical condition, citizenship, and political affiliation or belief. Any subcontract entered into by Contractor to the extent allowed hereunder, shall include a like provision for work to be performed under this contract.

Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of Contractor's contract with the City.

PSC – 28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identity, transgender status, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, gender identity, transgender status, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, gender identity, transgender status, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City

contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.

- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

PSC – 29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code as amended from time to time.

- A. During the performance of a City contract, Contractor certifies and represents that Contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract compliance, Contractor shall certify on an electronic or hard copy form to be supplied, that Contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such breach may be the basis for a determination by the awarding authority or the Board of Public Works that said Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such Contractor shall be disqualified from being awarded a contract with

the City for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to Contractor by the City under the contract, a penalty of ten dollars(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City shall have any and all remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. Contractor shall submit an Affirmative Action Plan which shall meet the requirements of the Los Angeles Administrative Code at the time it submits its bid or proposal or at the time it registers to do business with the City. The Plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a Plan, Contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, Contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. Contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and Contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without

limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimizes the impact of any disability.
- N. Any adjustments which may be made in the Contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its contract compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the Contract and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contract.

PSC – 30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Contractor will fully comply with all applicable State and Federal employment reporting requirements for Contractor's employees. Contractor shall also certify (1) that Contractor will fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment

Orders; (2) that the Principal Owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) that Contractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.*, of the California Family Code; and (4) that Contractor will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of Contractor to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract, subjecting this contract to termination if such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to obtain compliance of its subcontractors shall constitute a default by Contractor under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Contractor certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC – 31. LIVING WAGE ORDINANCE

- A. Unless otherwise exempt, the Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time. This Ordinance requires the following:
1. Contractor assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the subcontract. Contractor's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of Contractor with respect to such pledges and fully discharge the obligation of Contractor to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition Against Retaliation provided by the City.

4. Any subcontract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO.
 5. Contractor shall comply with all rules, regulations and policies promulgated by the City's Designated Administrative Agency which may be amended from time to time.
 6. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is attached hereto as Attachment 1, in a prominent place in an area frequented by employees.
- B. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor has violated the LWO provision.
 - C. Where under the LWO Section 10.37.6(d), the City's Designated Administrative Agency has determined (a) that Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the City in such circumstances may impound monies otherwise due Contractor in accordance with the following procedures. Impoundment shall mean that from monies due Contractor, City may deduct the amount determined to be due and owing by Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the sole discretion of the City. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
 - D. Contractor shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). Contractor shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from Contractor.

PSC – 32. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time.

PSC – 33. AMERICANS WITH DISABILITIES ACT

Contractor hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not

discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC – 34. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing this contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. Contractor further agrees to: (1) notify the City within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the City within thirty calendar days of all findings by a government agency or court of competent jurisdiction that Contractor has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the City; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the City within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC – 35. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

Contractor agrees and obligates itself to utilize the services of Minority, Women and Other business Enterprise firms on a level so designated in its proposal, if any. Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. Contractor shall not change any of these designated subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld.

PSC – 36. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative code as amended from time to time.

- A. During the performance of the contract, Contractor certifies and represents that Contractor will comply with the EBO.
- B. The failure of Contractor to comply with the EBO will be deemed to be a material breach of this contract by the City.
- C. If Contractor fails to comply with the EBO the City may cancel, terminate or suspend this contract, in whole or in part, and all monies due or to become due under this contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

- D. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the City's Designated Administrative Agency determines that a Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the contract. Violation of this provision may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

Contractor shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at 213-847-1922."

PSC – 37. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code as amended from time to time. Contractor certifies that it has complied with the applicable provisions of the Slavery Disclosure ordinance. Failure to fully and accurately complete the affidavit may result in termination of this contract.

PSC – 38. FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 *et seq.* of the Los Angeles Administrative Code as amended from time to time.

- A. Contractor shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract: (1) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview; (2) interview qualified individuals referred by EWDD; and (3) prior to filing any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under the Los Angeles Administrative Code Section 10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the DAA determines that the Contractor has violated provisions of the FSHO.

PSC – 39. LIMITATIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

PSC – 40. IRAN CONTRACTING ACT OF 2010

For Contracts for the provision of goods and/or services estimated at \$1,000,000 or more, Contractor shall comply with the requirements of the Iran Contracting Act of 2010 (Public Contract Code Sections 2200-2208). Contractor shall, upon entrance of the contract and any renewal thereof, complete, sign and submit to the City the Iran Contracting Act of 2010 Compliance Affidavit. Provision of a false certification can result in certain penalties, including termination of the contract.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON
COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc., or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

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

Insurance industry certificates other than the ACORD 25 may be accepted. All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to **Acord Certificates and other Insurance Certificates:**

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed **Insurance Industry Certificates other than Acord 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY'S online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 235 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternate Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program you should complete the Applicant's Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** Insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractor with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain

other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

SUBCONTRACT AND PROCUREMENT PROCEDURES

§1 SUBCONTRACTS

- A. For the purpose of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, consultant services subcontracts, and construction subcontracts.
- B. Subcontracts entered into in the performance of this Agreement shall:
 - 1. Be subject to the terms and conditions set forth in of this Agreement. City may require incorporation of the applicable provisions in a written agreement;
 - 2. Specifically prohibit assignment or transfer of interest without prior written approval by the City;
 - 3. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.
- C. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City prior to payment.

§2 PROCUREMENT PROCEDURES

- A. It is the policy of the City to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to, all of the following subsections. It is the City's intent that the following rules be binding upon the City and its subcontractors. Several of the provisions herein include City mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.
- B. Purpose. It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to, purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.
- C. Competition. The City and each of its contractors shall conduct procurement in a manner that provides full and open competition. Some of the situations considered to be restrictive of competition include, but are not limited to:
 - 1. Placing unreasonable requirements on firms or organizations in order for them to qualify to do business;
 - 2. Requiring unnecessary experience and excessive bonding;
 - 3. Noncompetitive pricing practices between firms or organizations or between affiliated companies or organizations;
 - 4. Noncompetitive awards to consultants that are on retainer contracts;
 - 5. Organizational conflicts of interest;
 - 6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement;
 - 7. Overly restrictive specifications; and
 - 8. Any arbitrary action in the procurement process.
- D. Responsibilities.
 - 1. The following procedures shall apply to all procurement under this Agreement in order to ensure that all solicitations:
 - a. Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and

- b. Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
2. Issue a Public Notification. The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.
3. All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.
4. Contractor shall provide a copy of the RFP/request for qualifications (RFQ) to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the RFP/RFQ.
5. The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.
6. The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.
7. The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure in compliance with 29 CFR 97.36. These records shall include, but are not limited to, the following: rationale for the method of procurement, the selection of contract type, contractor selection or rejection, rationale and reasonable rating criteria and the basis for the contract type. Records regarding the history of a procurement procedure shall comply with 29 CFR 7.36.
8. The Contractor shall keep records sufficient to insure that funds have not been spent unlawfully.
9. The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to, an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify the City and request instructions on disposition of said records.
10. The Contractor shall not contract with any party which is debarred, suspended or otherwise excluded from participation in federal assistance programs in accordance with DOL regulations at 29 CFR Part 98. All contracts shall include a self-certification from the contractor that it is not a debarred party.

The federal government prohibits awards to any party that is debarred. The federal government compiles a list of debarred parties. The federal list is published by the General Services Administration; a copy may be obtained by telephoning the Superintendent of Documents (202/512-1600). The list will be issued as an information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment lists.
11. Procurement shall be conducted at least once every three years.
12. Procurement activities must be conducted in a confidential manner. Staff involved in procurement must not divulge advance purchasing information, specific proposal/offer evaluation criteria, negotiations with bidders or in-house discussions regarding a procurement until such time as this information is released to all parties.
13. Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a login sheet or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that only proposals received by the deadline specified in the RFP/RFQ qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.
14. Contractor shall establish proposal evaluation procedures that shall include, but not be limited to, the following:
 - a. Clear staff responsibilities. A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to ensure compliance with these procurement rules.

- b. Develop a standard worksheet or check list for determining responsiveness of each proposal.
 - c. Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal.
 - d. Prepare an analysis of costs to verify allowability and to determine reasonableness.
 - e. Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results.
 - f. Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluators).
 - g. Identify policy and process by which selection of awardee(s) will be made.
 - h. Provide an opportunity for bidders to appeal staff recommendations.
 - i. Items a-c should be sufficiently completed before issuance of the RFP so relevant parts can be included.
15. Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the RFP/RFQ. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal. For participant service RFPs/RFQs demonstrated performance and ability must be documented and should include independently verified information and data.
16. Contractor shall determine which proposals are in the competitive range for technical response and based on the cost and price analysis conducted prior to the RFP/RFQ are within the cost and price criteria.
17. Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.
18. Contractor shall determine for participant service RFPs the demonstrated performance and ability of the highest rated offeror(s). This determination must be documented and should include independently verified information and data.
19. Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.
20. Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.
21. City may procure goods and services from other governmental entities in accordance with Agreement procurement regulations. Contracts may not charge higher prices than that available to the general public. All such contracts are subject to cost reasonableness requirements.
- a. In-school youth programs may be sole sourced to public and nonprofit private secondary schools.
 - b. City may use as the basis for selecting a provider a procurement process from another government in its market area upon review of the procurement process and City determination that such process complies with this Agreement and local law.
 - c. City may use the Central City Purchasing agent in order to procure office supplies, basic equipment and other similar goods.
 - d. The City may authorize its Contractor to use a vendor subcontractor who has been already selected through the City's procurement process without requiring an additional procurement process.
22. If the State or the City has established a debt against an Agreement service provider that has not been repaid or a repayment agreement plan has not been implemented, then the service provider shall be barred from receiving any future grant funds.

23. The City will use the definition of a private postsecondary education institute as defined in the California Education Code Section 94302(w) as any person doing business in California that offers to provide or provides, for a tuition, fee, or other charge, any instruction, training, or education primarily to people who completed or terminated their secondary education or are beyond the age of compulsory high school attendance. Information Bulletin B95-83 provides further guidance regarding post-secondary education.

24. Participation of Minorities, Women and Small Businesses

- a. To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women and small businesses to participate in procurement under this Agreement.

E. Cost or Price Analysis.

1. Contractor shall establish standards for the performance of cost or price analysis.
2. Contractor shall perform a cost or price analysis in connection with every procurement action, including contract modifications to determine that the expenditure is reasonable. The method and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, the Contractor shall make independent estimates before receiving bids or proposals.
 - a. A cost analysis is necessary when the offeror is required to submit the elements of the estimated cost, when adequate price competition is lacking, and for sole source procurement, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. As part of its bid the offeror shall certify that to the best of its knowledge and belief, the cost data are accurate, complete and current at the time of agreement on price.
 - b. Contracts or modifications negotiated in reliance on such data should provide the awarding agency a right to a price adjustment to exclude any significant sum by which the price was increased because the contractor had submitted data that were not accurate, complete or current as certified.
 - c. Any indirect costs in a proposal must be carefully reviewed to ensure that the costs are not duplicated by direct costs. Indirect costs must be allocated in accordance with an approved cost allocation plan.
 - d. If a bidder proposes to use a subcontractor as part of its proposal, all costs in the proposed subcontract must also be evaluated in the same manner as for the primary proposal.
 - e. Cost analysis must carefully evaluate salaries of owners of sole proprietorships or partnerships who submit offers to ensure that they are in line with the services to be performed.
3. A price analysis shall be used in all other instances to determine the reasonableness of the proposed contract price. The following price analysis techniques shall be used: i) comparison of proposed prices received; ii) comparison of prior prices received and current contract proposed prices for the same or similar requirement; iii) application of rough yardsticks (e.g., dollars per square foot, dollars per placement); iv) comparison with competitive published price lists and published market prices; and v) comparison with agency's independently developed cost estimates.
4. The following cost analysis steps shall be used 1) verify cost or pricing data and evaluate cost elements; 2) evaluate the effect of the offeror's current practices on future costs; 3) compare proposed costs for individual cost elements; 4) verify that offeror's cost submissions are in accordance with cost principles (allowable/allocable); and 5) review to determine that all necessary cost or pricing data have been submitted.
5. Agreement procurement shall not permit excess program income (for nonprofit and governmental entities) or excess profit (for private for-profit entities). If profit or program income is included in the price, the City or the Contractor shall negotiate profit or program income as a separate element of the price for each contract/subcontract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit or program income, consideration shall be given to:

- a. The complexity of the work to be performed;
 - b. The risk borne by the contractor;
 - c. The Contractor's investment;
 - d. The amount of subcontracting;
 - e. The quality of the Contractor's record of past performance;
 - f. Industry profit rates in the surrounding geographical area for similar work; and
 - g. Market conditions in the surrounding geographical area.
6. The cost plus a percentage of cost method of contracting shall not be used.
 7. All Contractors must comply with 24 CFR section 85.25 income regulations and City contract provisions regarding program income.
 8. All goods and services procured pursuant to the Agreement must be in compliance with the allowable cost provisions in 29 CFR §97.27, 29 CFR 97.22 and 20 CFR 667.200, and any State or Federal directives on allowable costs.

F. Awarding of Agreement/Contract.

1. Prior to an award of a contract, the City shall make a determination that the Contractor has demonstrated effectiveness in providing RFP documented services. Agreements/Contracts shall be made only with responsible subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/ Request for Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants, and 10) be both qualified and eligible to receive the award under applicable law and regulation. Contractor shall make the award(s) and finalize the contract(s). Contractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selection process.
2. The City and its Contractors shall make positive efforts to utilize small business and minority-owned business as sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing federal grant funds.
3. Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. No points shall be given for status as a sub-contractor or a contractor with an approved childcare policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the Contractor or a subcontractor with an approved childcare policy.
4. Any or all bids may be rejected when it is in the City/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

G. Funding Restrictions for High Risk Contracts.

1. Contractor may be considered "high-risk" if an awarding agency determines that the Contractor is otherwise responsible but:

- a. Has a history of unsatisfactory performance;
 - b. Is not financially stable;
 - c. Has a management system which does not meet the management standards set forth in this part; or
 - d. Has not conformed to terms and conditions of a previously awarded grant or sub-grant.
2. If the City/Contractor agency determines that a grant or sub-grant will be made to a "high-risk" Contractor or subcontractor, then special funding restrictions that address the "high-risk" status may be included in the contract or subcontract. Funding restrictions may include, but are not limited to:
 - a. Use of reimbursements rather than advances or payment upon completion of the project;
 - b. Requiring additional and/or more detailed financial or performance reports;
 - c. Additional monitoring;
 - d. Requiring the Contractor or subcontractor to obtain specific technical or management assistance; and/or
 - e. Establishing additional prior approvals (e.g. requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).
 3. If the City/Contractor decides to impose such funding restrictions, the awarding official will notify the Contractor or subcontractor as early as possible, in writing, of:
 - a. The nature of the funding restrictions;
 - b. The reason(s) for imposing them;
 - c. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions;
 - d. The method of requesting reconsideration of the restrictions imposed, and
 - e. Additional prior approvals.

H. City Code of Conduct

1. The Contractor shall comply with the Conflict of Interest provisions found in Section 504 of this Agreement.

I. Methods of Procurement

1. Contractor shall use one of the following methods of procurement, as appropriate for each procurement action. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Complaint process procedures shall be included in each of the following methods of advertised procurement.

- a. Small Purchase Procedures: Small purchases are made from vendors for goods or services under \$50,000. Following the procedures for small purchase will constitute justification of the procurement method chosen. The requirements are:

Dollar Range of Purchase

Contacts and Method

\$0 to \$24,999

2 written quotes or telephone bids¹

\$25,000 - \$50,000

3 bids with proposers submitting bids with original signatures[†]

- (1) Documentation: Each procurement must be documented, as required by federal and state statutes and regulations. For the "2 documented quotes," the documentation can include product or service catalogs, current price lists, or telephone contact with the vendors to obtain

¹ This purchase is defined as a small purchase under \$25,000 and not as noncompetitive or sole source procurement.

[†] Unless sole source justification exists

quotes (i.e., a memorandum that reflects the oral quotations by source and dated and signed by a staff person of the OneSource Center obtaining the bids). Catalogs and price lists should be updated annually.

- (2) For “3 written quotes,” the RFQ must either be provided in writing to the vendors or transmitted as uniformly as possible over the telephone. To be considered, the response must be signed and dated by the vendor responding to the RFQ.
- (3) A cost/price analysis must be conducted prior to purchase. Lowest price is the normal criteria for selecting goods and services. Qualifications of the vendor, availability of the goods or services, service to be provided, quality and location are some additional factors that could influence the procurement. The documentation must contain the basis for vendor selection. If the basis is something other than the price, the Contractor must prepare written documentation describing the additional criteria for selection, its relevance to the need and benefit, and the relative advantage of the offering from the selected vendor. Documentation should be retained as described in the procurement procedures.
- (4) Many governmentally linked sub-recipients purchase office supplies and basic office equipment through their central governmental supply house or procurement administration. Items procured for sub-recipient use in this manner will be assumed, for the purposes of WIA, to be purchased competitively by the central governmental purchasing agency and to meet the requirements of these regulations. Any item purchased solely for WIA use must be purchased following applicable City Information Bulletins, State Information Notices, City and State Directives, the WIA, and its regulations.

b. Sealed Bids—Formal Advertising

- (1) Contractor shall prepare an Invitation for Bid (IFB) or similar solicitation document that includes full and clear definitions and descriptions of the items to be procured and essential performance criteria, dimensions or specifications. Sealed bids shall be solicited publicly for procurement for a firm-fixed-price contract (lump sum or unit price) or other fixed-price arrangement. Contractor shall distribute the IFB to vendors on established bidders’ lists (if available). Contractor shall publicly advertise the procurement in a local newspaper with Workforce Investment area-wide circulation and shall solicit from an adequate number of organizations, allowing sufficient time before the bid opening to permit adequate responses to the solicitation. Contractor shall notify the bidders of the dispute resolution process. The bids must be received and opened publicly at the time and place stated in the solicitation. Contracts shall be awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. Contractor shall determine the demonstrated performance and ability of the lowest bidder who meets the technical requirements (for service providers).
- (2) Contractor reserves the right to reject any or all bids when the bid is non-responsive. However, Contractor must state this in the solicitation and the specific reasons must be fully described and documented in the procurement file. Contractor may award a firm fixed-price or fixed-unit price contract by written notice to the responsible offeror whose bid represents the lowest price and conforms with all of the specifications in the IFB. Contractor shall also provide written notification of the awarding of the contract to the bidders who were not accepted. Contractor shall document the procurement in the procurement file.

c. Competitive Proposals

- (1) Proposals shall normally be conducted with more than one source submitting an offer. Either a fixed-price or a cost-reimbursement contract should be awarded. Contractors shall ensure that they use a documented methodology for technical evaluations and shall award the contract to the responsible offeror whose proposals are most advantageous to the program with price, technical, and other factors considered. Requests for proposals must be formally advertised for all contracts above \$50,000.
- (2) This method is typically used when the nature of the goods or services to be acquired cannot be defined as precisely as required by the sealed bid method; and, specifically, when factors other than price are important in the selection decision.

- (3) The sub-recipient must indicate in the RFP the scope of work and service area, the method for scoring the proposals, the deadline for receipt, and the dispute process. The various components of the request will be valued and the value assigned should be reasonable in relation to the entire request. The sub-recipient can reserve the right to reject any or all bids when the bid is not responsive. However, the sub-recipient must state this in the solicitation and the specific reasons must be fully described and documented in the procurement file. The sub-recipient must establish a method for recording the date and time that proposals were received. This process must ensure that only proposals received in accordance with the date and time specified in the RFP qualify for the evaluation process. A log is an acceptable method for recording date and time of receipt. The sub-recipient must conduct a cost or a price analysis of the proposals selected for consideration.

d. Noncompetitive Proposals – Sole Source

- (1) To conduct a noncompetitive procurement, the criteria established here must be met. Sole source contracts shall be procured through solicitation of a proposal from only one source, the funding of an unsolicited proposal, or, after solicitation of a number of sources, when competition is determined inadequate. All sole source contracts require prior City approval. All sole source procurements must be documented, and the Contractor must have demonstrated performance in supplying the goods or services. Contractor shall minimize the use of sole source procurements to the extent practicable, but in every case, the use of sole source procurements shall be justified and documented.
- (2) Purchases of goods and services for the general administration of the administrative entity should follow normal business practices to ensure receipt and quality of the goods and services. Procurement by noncompetitive proposals may be used only when the award of a contract is unfeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:
- (a) The item or service is available only from a single source;
 - (b) The public exigency or emergency need for the item or service does not permit a delay resulting from competitive solicitation and the procurement is for a limited time only;
 - (c) The awarding agency authorizes noncompetitive proposals;
 - (d) After solicitation of a number of sources, competition is determined inadequate;
 - (e) OJT contracts, except OJT brokering contracts, which shall be selected competitively, or enrollment of individual customers in classroom training.
 - i. Individual referral to classroom training and OJT procurements require special considerations. For every procurement from a training provider, school, or employer, a determination of demonstrated performance must be conducted. Prior to the enrollment of any customer, a school or training institution must meet the state requirements for conducting training (Private Post-secondary certification, Department of Health Services approval, business license, etc.). The catalog used for course selection must be updated at least annually and a copy must be retained for documentation. The IEP may be used to document the reasons for selection of the classroom training provider or the OJT employer.
 - ii. The sub-recipients may not place customers in OJT with employers who are debarred by the federal or state government.
 - iii. Classroom training may be provided by either vendors or sub-recipients. The type of organization (community college, adult school, high school, private school, etc.) does not determine the vendor or sub-recipient designation. The determination is made based on the relationship between the service provider and the program using the definitions found in the regulations.
 - iv. When purchasing training from an institution or OJT employer, the demonstrated performance of the vendor must be assured using prior history and documenting the source of the data. The LWIA or sub-recipient placing a customer in training will need to ensure access to all records regarding the

customer. Agreements with vendors and OJT employers must include statements that permit monitoring of the customer's financial and attendance records. For OJT employers the customer's financial records include time sheets, payroll records, and canceled checks. For training provided by vendors, customer's financial records include student loan, grant, and tuition information.

- v. The formal agreement between the vendor or OJT employer and the SDA or sub-recipient must include language to ensure access to the above referenced records by the responsible entities. The responsible entities include the SDA, the sub-recipient, the State, the DOL, the Comptroller General of the United States, or any of their duly authorized representatives. The records include any books, documents, papers, and computer data directly pertinent to the records of the customer. The right to the records includes the right to make excerpts, transcripts, and photocopies. The right also includes the reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of the customer.

J. Appeal and Dispute Procedures

1. The City and its contractors shall have protest procedures to handle and resolve disputes relating to their procurements. A protester shall exhaust all administrative remedies with the Contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders. WIA bidders who are dissatisfied may file a complaint in accordance with City WIA complaint procedures.
2. The selected bidders are offered contracts after the evaluation and negotiation process is completed. The contracts with subcontractors must contain all provisions set forth in S702K below, and the requirements of 29 CFR Part 97. The provisions listed under Section 627.420(h)(4)(ii) and (iii) are to be included only in applicable agreements. Agreements, with vendors who are not involved with carrying out the program, are not required to contain the clauses in Section 627.420(4). When purchasing material subject to copyright law, the sub-recipient must include the copyright provisions in 29 CFR 97.34.
3. Regardless of the amount of the award, all sub-recipients shall certify to a Drug Free Workplace. All awards to sub-recipients in excess of \$100,000 shall certify that no funds shall be used for lobbying. All contracts and awards to vendors and sub-recipients in excess of \$25,000 shall include debarment certifications.

K. RFP/RFQ Procedures

1. It is a City policy to contract for services on the basis of demonstrated competence and reasonable price by obtaining bids or proposals. Before preparing an RFP for the procurement of services, several preliminary activities should be performed including the determination of the City's/Contractor's needs, consulting with contractors and other local governments, and developing an approach to the procurement process. Excluding small purchases, the Contractors must justify the procurement method used for each purchase. Once these activities are completed, the development of an RFP can begin.
2. The following guidelines apply to the preparation of written RFPs or RFQs. These provisions apply to this Agreement and to City Contractors who will need to make some modification to the language, which clarifies that the solicitation is from the Contractor and not the City. In the RFP process, cost is usually one of several selection criteria that proposers must address in their proposals. By contrast in the RFQ process, cost becomes a selection criterion only after qualified proposers have been identified from a review of their qualifications. RFQs are usually reserved for the selection of engineers, architects, or other highly specialized, technical providers.
3. The purpose of the guidelines is to present ideas and material that are characteristic of well-prepared solicitations. The guidelines are not intended to provide total coverage of any topic. While the guidelines apply generally, exceptional circumstances may call for modifying or excluding one or more of the suggested provisions. In any case, the RFP or RFQ should be tailored to the job that needs to be done. The arrangement, adequacy, clarity, simplicity and appeal of the solicitation document shall remain the responsibility of the administering agency. To be most effective, a

solicitation document should be clear and complete but avoid repetition, legalism or extraneous information. RFPs must be publicly advertised.

a. Standard RFP Format

- (1) Cover Page. The cover page should describe briefly the scope of services requested, the format, the issuance date and the deadline of date and time for submission of proposals, and the Contractor contact for further information about the RFP. Include the name, address, telephone number and location of the person to whom the submission is to be made. If a proposers' conference is appropriate, include information on the location, time and date of the event. All RFPs should include a deadline for receipt. Contractors shall have procedures to ensure that only proposals received in accordance with the date and time specified will be reviewed. All RFPs shall include the approximate date of the award notification.
- (2) Contents. The RFP should contain the following standard items which are discussed below:
 - (a) Introduction
 - (b) RFP Provisions
 - (c) Statement of Work and Evaluation Criteria
 - (d) Proposal Specifications
 - (e) RFP Items Not Covered
 - (f) References
 - (g) Standard Contract Provisions
 - (h) Indemnity and Insurance
 - (i) Signatures and Declarations
 - (j) Cover letter of proposal
 - (k) Proposers Conference
 - (l) Proposal evaluation for Request for Proposals
 - (m) Disposition of Proposals
 - (n) Description of failed competition and the rights and options in the event of a failure
 - (o) RFP Revisions
 - (p) Staff Reassignments
 - (q) Complaint procedures to handle and resolve disputes relating to the procurement
 - (r) Inclusion of Contractual Provisions Required by External Funding Source
 - (s) City/Contractor Policy Issue Summaries
 - i. Affirmative Action
 - ii. MBE, WBE and Other Business Enterprise Outreach Program.
 - iii. Sample Policy Statement
 - iv. Supplementary Instructions to Proposers and Proposer's Affidavit
 - v. Contractual Provisions and Certifications, including, but not limited to, a Certification Regarding Drug-Free Workplace Requirements, only if Contractor receives State CSBG or WIA funds as a funding source under this Agreement; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction; Certification Regarding Compliance With Service Contract Worker Retention and Living Wage Ordinances;; Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance.
- (3) Introduction

- (a) Describe in general terms the nature, scope and schedule of the work to be contracted, and the Contractor that will be responsible for administering the contract, including name and address of contracting agency.
 - (b) Describe the Contractor's organizational structure that is in place or will be established to facilitate the types of relationships and interactions which will be required to successfully complete the engagement. Present sufficient background and historical information about the project and the Contractor or other agency involved to permit a full understanding of the work to be contracted. State that as a rule all proposals must be submitted in the English language, and that all numerical data must be the dollar-foot-pound-seconds units of measurement.
 - (c) Describe the minimum and maximum amount of funding for the contract.
 - (d) Request that proposals be prepared simply and economically, avoiding the use of unnecessary promotional materials. Proposals shall include a table of contents and a signature and date block for the offeror. Specify the number of copies of the proposal to be submitted to the Contractor. State that the Contractor shall accept no responsibility for the cost of preparing any proposal.
 - (e) Request that proposals be enclosed in a single, sealed package plainly marked with the words "Proposal for (name of project as referenced in the RFP)." Declare that proposals shall be made as firm offers for a set period of time following the deadline for submittal. To ensure that the release of an RFP and receipt of any proposals are properly coordinated, contact the Purchasing Division of the Department of General Services for assistance.
 - (f) Direct proposers to address all questions regarding the RFP and their proposals to the assigned Contractor proposal administrator only. State that failure to comply with this requirement, other than as specifically permitted in the RFP, may disqualify a proposer from further consideration.
 - (g) Contractor shall direct staff to respond to questions regarding the RFP and the submission requirements. Contractor shall record all responses, except those that are clearly answered in the RFP. Contractor shall provide a written copy of the responses to all parties to whom the RFP has been distributed, including those who attended the proposers' conference. This should be provided in a timely and frequent manner to ensure that all proposers are aware of the responses when preparing their proposal.
 - (h) State that it is the Contractor's intent to award a contract, in a form approved by the Contractor, to the selected proposer. Indicate that the RFP and the Contractor's proposal or any part thereof may be incorporated into and made a part of the contract. State that the Contractor reserves the right to further negotiate the terms and conditions of the contract. State that the Contractor, however, shall reserve the right to withdraw the RFP, to reject any proposal for noncompliance with RFP provisions, or not to award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the Contractor.
- (4) Statement of Work
- (a) Describe the tasks that the subcontractor will be responsible to perform. Clearly define the type, scope, schedule, and other relevant characteristics of each task. Use quantitative language whenever possible to establish an objective basis from which to evaluate responses. Describe the status and/or progress reporting that will be required of the subcontractor. Specify any other items that proposers should address, including, but not limited to, the following:
 - i. Background or project content
 - 1) General requirement description
 - 2) Related projects
 - 3) Problem statement

- 4) Statutory or regulatory foundation
- ii. *Project objectives
 - 1) *Purpose
 - 2) *How results will be used
- iii. *Scope of work
 - 1) *Population to be served
 - 2) *Number to be served
 - 3) Training or services to be provided
- iv. *Period of Performance
- v. *Performance Standards
- vi. *Reporting Requirements

*Must be included in the proposal

- (b) Generally RFP based contracts are awarded on the basis of several criteria, such as the level of effort and method proposed to do the work, the credentials and related work experience of subcontractor personnel assigned to do the work, City/Contractor policy issues and price. Describe in the RFP the general criteria the Contractor intends to use to evaluate the written responses, and the assigned weight of each criterion.
- (c) Proposed evaluation criteria can be complicated by the varying degrees to which the proposals meet, exceed, or fall below the specific requirements of the RFP. Scale the evaluation process to manageable proportions. The more complete and specific the RFP, the better it serves as a standard for measuring and evaluating proposals. Include a statement that the Contractor shall reserve the right to use such other criteria as may be deemed appropriate in evaluating the proposals, even if such criteria are not mentioned in the RFP. State that proposers submitting the highest-rated written responses may be called for an oral interview to further assess their qualifications. Describe the evaluation criteria that will be used in the interview if different from the written criteria in the RFP. A description of assigned weights may be included if appropriate.
- (d) If technical services are to be procured, a technical requirements section should be prepared. The technical requirements section should organize information in a form understandable to potential bidders and Contractor staff. For example, items that might be included in a technical requirements section to procure an automated system include:
 - i. Description of current hardware and software operating environment;
 - ii. Detailed description of all hardware and software requirements;
 - iii. Indication of need for data conversion assistance;
 - iv. Outline of orientation and training requirements; and,
 - v. Indication of the need for a benchmark demonstration of system capabilities.
- (5) Proposal Specifications
 - (a) Request proposers to demonstrate their capability to fulfill the work to be contracted. Proposers should provide specific information about the personnel, including subcontractors, if possible, who will be assigned to perform the work; past performance on projects of a similar nature including a client list, if possible; the proposed price to complete the work; adequate documentation on the financial status of the firm which will permit the Contractor to evaluate the proposer's ability to complete the work; and other work elements deemed necessary to evaluate the proposals.
 - (b) State that responses to the RFP must be made in accordance with the format set forth in the RFP. Indicate that a comprehensive index which includes a clear

definition of the content of the proposal and which identifies the information set forth therein by sequential page number and appropriate reference number is required. State that failure to meet this requirement may be cause for rejection of the proposal as non-responsive. Generally, each proposer should be requested to address the following specifications:

- i. Assigned Personnel. The names of the key personnel, whom the proposer employs or plans to employ or hire through subcontract, to perform the requested services. For each person listed, the following information should be provided:
 - 1) Description of the work he or she will perform;
 - 2) Amount of time he or she will be assigned to work on the project;
 - 3) Academic achievements, including all college undergraduate and graduate education;
 - 4) Relevant work experience in years and level of responsibility.
 - 5) An organization chart depicting the lines of authority, the relationships of the organizational units and the names of the key personnel who will be doing the work.
 - ii. Project Cost
 - 1) The total cost to the Contractor, broken down in salaries, expenses, equipment, and in hours and total dollar amount by deliverable task.
 - 2) Salary, or wage; billing rate for each employee.
 - 3) The proposed schedule of payment.
 - 4) All resources proposed to be supplied by the Contractor.
 - iii. Deliverables
 - 1) The products that the subcontractor will deliver to the Contractor according to a set schedule, including the nature of the deliverables, e.g., oral or written reports, videotapes, or architectural models and, if applicable, number of copies to be provided of written products.
- (6) RFP Items Not Covered
 - (a) Proposals should cover the statement of work and all the RFP specifications. Otherwise, proposers should state why the RFP requirements are not being addressed. If proposers wish to present qualifications in addition to the required items such information should be presented under the heading "Additional Qualifications We Wish To Present." Proposers who do not wish to present such information should state: "There are no additional qualifications we wish to present."
- (7) References
 - (a) Request proposers to support their presentations by listing successfully completed projects that resemble the work to be done and the dates of completion. Request the name, title, address and phone numbers of a contact for each project.
- (8) Standard Contract Provisions
 - (a) Sample standard contract provisions have been provided by the City for Contractor's use. The document, which is available from the City, is updated periodically. Check with the City to ascertain use of the latest version. Unless the standard provisions are incorporated by reference and attached to the RFP, the general contract provisions that are expected to be included in the contract should be excerpted from the standard provisions document and provided to prospective proposers.
- (9) Indemnity and Insurance
 - (a) The standard City insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverage and limits shall be described

by contractor in the RFP. These coverage and limits should be tailored to the individual subcontract. For City contracts, Required Insurance and Minimum Limits are set by the City Risk Management staff in the Office of the City Administrative Officer of the City of Los Angeles on the Form Gen.146. Electronic submission is the preferred method of submitting your evidence of insurance documents. Track4LA™ is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access Track4LA™ at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at: http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

(10) Signatures and Declarations

- (a) Each proposal must be signed on behalf of the proposer by an officer authorized to bind the proposer, and must include the following declaration:
 - i. 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 bid, 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 himself an advantage over any other proposer.

(11) Cover Letter of Proposal

- (a) The cover letter of each proposal should be limited to one page. The letter must include the title, address and telephone number of the person or persons who will be authorized to represent the proposer. The letter must be signed by a company officer authorized to bind the company to all commitments made in the proposal.

(12) Proposers Conference

- (a) Determine if a proposers' conference will be conducted. A proposers' conference may be appropriate especially if the work to be contracted has not previously been done by contract or not done at all. If a proposers' conference is to be scheduled, designate a date, time and place at which proposers will be given the opportunity to pose questions about the RFP and notify all parties to whom the RFP has been distributed. The notification can be included in the RFP. Invite proposers to submit their questions in writing prior to the conference, and arrange, to the extent possible, for all questions to be answered at the conference. A memorandum for the proposers listing attendees, documenting in writing each question answered at the conference, any actions taken during the conference, etc. shall be prepared to document the conference and conveyed to the participants. Contractors shall provide this information directly to the proposers who received the RFP but were unable to attend the conference or as an addendum to the RFP for any subsequent requesters. The memorandum should be filed with the record set of contractual documents retained by the Contractor. Materials handed out at the proposer's conference shall be available to all other parties following the conference. If a proposers' conference was not initially planned but the number or extent of questions regarding the RFP indicates a need for one, a separate notice should be mailed and the RFP due date extended if necessary.

(13) Proposal Evaluation for RFPs

- (a) Contractor/City shall develop proposal evaluation procedures in accordance with the requirements of Section D.14 above.

- (14) Failed Competition.
 - (a) The RFP shall provide that it is the Contractor's/City's authority to determine that the procurement process has failed. The basis for failure should include a lack of response to the RFP; not enough bidders; a determination that the responses do not agree with mandatory requirements of the RFP; a determination that no proposer demonstrated effectiveness in providing the services solicited, and/or a determination that the award of a contract at this time to any proposer would not be cost effective, responsible or prudent. In the event that the City/Contractor determines that the procurement has failed, it may elect to negotiate a sole source agreement or develop and issue a new RFP.
- (15) Disposition of Proposals.
 - (a) State that all proposals submitted in response to the RFP shall become the property of the Contractor/City and a matter of public record. Also, proposers must identify all copyrighted material, trade secrets or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code Sections 6250 et seq.). In the event such an exemption is claimed, the proposer shall be requested to state in the proposal that he or she will defend any action brought against the Contractor/City for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore.
- (16) RFP Revisions
 - (a) Any revision made to an issued RFP shall be sent to all parties known to have received a copy of the original RFP.
- (17) Staff Reassignments
 - (a) If the original selection of a subcontractor will be based in part on the qualifications of specific key individuals named in the proposal, state that the Contractor/City must approve in advance any changes in individuals or levels of commitment to the project. State that the Contractor will reserve the right to have the subcontractor replace any subcontractor project personnel.
- (18) Inclusion of Contractual Provision Required by External Funding Source.
 - (a) Federal, State and other funding agencies typically impose requirements on recipients of funds that apply to subcontractors. Such requirements should be reflected in RFPs and related contracts.
- (19) City Policy Issue Summaries
 - (a) Affirmative Action. The City of Los Angeles' Administrative Code (Division 10, Chapter 1, Article 1, Section 10.8) establishes an affirmative action program for vendors doing business with the City. State that as a condition of contract award, the selected proposer shall be required to comply with the provisions of the City's Affirmative Action program, including the submission of one of the following affirmative action plans: a) a trade association affirmative action plan, b) the proposer's own affirmative action plan, or c) an executed copy of the City Affirmative Action Plan. Refer to the provisions herein regarding nondiscrimination and affirmative action and recite the text of this provision in the RFP. Urge proposers to include an affirmative action plan in their proposals. Attach as an appendix to the RFP the City forms (GSS-AA 1) instructing prospective subcontractors about compliance with the City's Affirmative Action Program.
 - (b) MBE, WBE and Other Business Enterprise Outreach Program. It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all Contractor contracts, including procurement, construction and personal services. This policy applies to all Contractors. Be sure to comply with the provisions of City Executive Directive I-B and 1-C to ensure that MBEs, WBEs, and

all other businesses are offered the greatest opportunity to compete for and perform subcontracts and provide personal services to the Contractor.

- i. Include a statement that proposers are to assist the Contractor in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs and WBEs, have an equal opportunity to compete for and participate in Contractor subcontracts. Inform proposers that equal opportunity will be determined by their good faith efforts comply with the Contractor's outreach program. Advise proposers that participation by MBEs, WBEs, and all other businesses may be in the form of joint ventures or subcontracting. Contractor is responsible for the implementation of MBE/WBE procedures.
- (c) Child Care Policy. It is the policy of the City to encourage all its vendors to adopt a stated policy on child care. This policy acknowledges the importance of quality, affordable and accessible child care and commits the Contractor to use its resources as an educator, employer, role model and facilitator to act as a catalyst in expanding the supply of quality, affordable and accessible child care.
4. Consultant Directory. To assist Contractors in identifying potential subcontractors, the Office of the City Administrative Officer of the City of Los Angeles (CAO) maintains a computerized consultant directory. Firms are listed according to their fields of expertise, e.g., bond counsel, CPA, and human resources. Contact the CAO Productivity Group for access to the directory and for lists of firms in the form of mailing labels, hard copy reports or both.

L. Contract Provisions

1. All contracts must contain at a minimum the following provisions:
 - a. Specific deliverables and the basis for payment;
 - b. Provisions requiring compliance with grant regulations;
 - c. Provisions that describe remedies for breach;
 - d. Provisions that describe Agreement's patent and copyright rules;
 - e. Provisions for termination for cause and convenience;
 - f. Access to records for audit purposes;
 - g. Audit requirements;
 - h. Provisions for payment and delivery;
 - i. Provisions describing contract amendment procedures;
 - j. Provisions against assignment;
 - k. Provisions for equal opportunity and non-discrimination; and
 - l. Provisions prohibiting conflicts of interest.

§3 RECORDS AND AUDITS OF SUBCONTRACTS

- A. Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within the Los Angeles Area for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the City.
- B. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.
- C. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by any subcontract.
- D. These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

§4 COST-PLUS-A-PERCENTAGE-OF-COST-SUBCONTRACTING

- A. Under no circumstances shall the Contractor enter into Cost-Plus-a-Percentage-of-Cost subcontracts.

§5 RESTRICTION ON DISBURSEMENTS

- A. No money received pursuant to this Agreement by the Contractor shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable General Contract Conditions as described herein and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

§6 PARTICIPATION OF SMALL, MINORITY, AND WOMEN'S BUSINESS

- A. Consistent with Executive Order Nos. 11625, 12432, and 12138, Contractor shall provide opportunities for small, minority, and women's businesses to participate in contracting and procurement activities generated under this Agreement. The Contractor shall:
1. Invite small, minority, and women's businesses to participate in procurements under this Agreement.
 2. Divide total requirements into small requirements to permit maximum small, minority, and women's business participation whenever economically feasible.
 3. Use the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Community Services Administration (or its successor), as required.
 4. The Contractor shall include the requirements of this section in every subcontract for work in connection with this Agreement and project.

**CITY OF LOS ANGELES
BUSINESS INCLUSION PROGRAM (BIP)
OUTREACH DOCUMENTATION & PROCESS**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation the City of Los Angeles implemented the Business Inclusion Program (BIP).

The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department's achievement of its annual goals. Bidders and proposers shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs have an equal opportunity to compete for and participate in City contracts.

A prime bidder's BIP outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP outreach process which will be performed on the City's Business Assistance Virtual Network (LABAVN). The LABAVN can be accessed by going directly to www.labavn.org.

Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP outreach documentation requirements as described in this section will render the bid non-responsive and will result in its rejection.** *Compliance with the BIP outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a bidder's BIP outreach will be determined by the Awarding Authority after consideration of the indicators of BIP outreach as set forth below.

The BIP uses seven (7) indicators for evaluation. **Each indicator is evaluated and scored on a pass/fail basis. No partial credit is awarded.** Proposers shall complete each indicator on time. Some indicators need to be completed by a certain number of days before the bid due date.

All indicators (2-7) must be passed to be deemed responsive. Only BIP outreach documentation submitted under the bidders name will be evaluated. Therefore submission by a third party will result in the bidder being deemed non-responsive.

1	LEVEL OF ANTICIPATED PARTICIPATION
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The Awarding Authority sets the anticipated percentages for participation on LABAVN. The proposer/prime shall perform a BIP outreach in an attempt to obtain potential subcontractor or subconsultant (sub) participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the City to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE.

2	ATTENDED PRE-BID MEETING
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The proposer/prime shall attend the pre-bid or pre-proposal meeting scheduled by Awarding Authority to inform all proposers of the requirements for the bid/project for which the contract will be awarded. This requirement may be waived if the proposer certifies it is informed as to those bid/project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months. **Failure to attend a meeting or obtain a waiver prior to the meeting will result in the bidder being deemed non-responsive.**

Required Documentation: An employee of the proposer's company must attend the pre-submittal meeting scheduled for this bid/project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. **This requirement will be waived if the proposer both certifies in writing that it is informed as to the BIP outreach requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by the event attendance documents.**

Important Note: If the RFQ/RFP states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONTRACTING/SUBCONSULTANTING
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The Awarding Authority must determine the potential work areas available for subcontracting/subconsulting on each bid/project by selecting the North American Industry Classification System (NAICS) codes. The prime automatically receives credit for this indicator once work areas are established. The prime can include additional NAICS codes as sees fit. This will ensure an opportunity for subs participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

Required Documentation: Outreach via e-mail in the selected potential work areas. This outreach must be performed using the LABAVN's BIP outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subs that are currently registered on the LABAVN. Failure of the proposer to outreach in all of the potential work areas selected by the City as potential subcontracting work areas may result in the RFQ/RFP response being deemed non-responsive.

Important Note: City staff will access the LABAVN and verify compliance with this indicator after the RFQ/RFP submission deadline.

4	WRITTEN NOTICES TO SUBCONTRACTORS/SUBCONSULTANTS
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All notifications must be provided utilizing LABAVN, and made not less than fifteen (15) calendar days prior to the date the prime's bid/proposal is required to be submitted. In all instances, proposers must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBES and OBEs for each item of work to be performed.

Required Documentation: E-mail notification in each of the selected potential work areas to potentially available MBEs, WBEs, SBEs, EBEs, DVBES and OBEs for each anticipated work area to be performed. The notification must be performed using the LABAVN's BIP outreach system. The notification must be to potential subs currently registered on the LABAVN. If the proposer is aware of a potential sub that is not currently registered on the LABAVN, it is the proposer's responsibility to encourage the potential sub to become registered so that the proposer can include them as part of their outreach.

Letters must contain areas of work anticipated to be subcontracted, City of Los Angeles bid name, name of the prime/proposer, and contact person's name, address, and telephone number. When utilizing the notification function, the LABAVN automatically creates a template that contains all these information. At the same time, proposers will be given the opportunity to use their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording seriously limits potential subs' responses.

Proposers are encouraged to print their BIP outreach summary sheet prior to logging out as documented proof of their progress. The written notice can be used to satisfy Indicators 3, 5, and 7 if the prime uses LABAVN's template or ensures that their customized statements provides all appropriate information.

Proposers are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBES and OBEs in each potential work area chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subs in each specific work item.

The City will determine each work area by selecting NAICS codes. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subs that need to be notified for each work area.

# of Subcontractors in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1-10	100%	1-10
11-20	80%	9-16
21-50	60%	13-30
51-100	40%	21-40
101-200	25%	26-50
>200	10%	20+

A proposer's failure to utilize this notification function will result in their RFQ/RFP response being deemed non-responsive. The Awarding Authority is responsible for adjusting the minimum number of subs requirement in each work area as applicable.

Important Note: Proposers will not be able to utilize the LABAVN's BIP outreach notification function (they will get locked out) if there are less than fifteen (15) calendar days prior to the RFQ/RFP response submittal deadline. In utilizing the LABAVN's notification function, proposers will receive a message (pop-up window warning) if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet.

Important Note: City staff will access the LABAVN and verify compliance with this indicator after the RFQ/RFP submission deadline.

5	PLANS, SPECIFICATIONS AND REQUIREMENTS
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The proposer shall provide interested potential subs with information about the availability of plans, specifications, and requirements for the selected work areas.

Required Documentation: Include in Indicator 4, information detailing how, where and when the proposer will make the required information available to interested potential subs. The notification must be performed using the LABAVN's BIP outreach system.

Important Note: For purposes of RFQ/RFPs, making a copy of the RFQ/RFP available to potential subs will meet this requirement. At the time a proposer utilizes the LABAVN's BIP outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the LABAVN's BIP outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ/RFP response submittal deadline.

Important Note: City staff will access the LABAVN and verify compliance with this indicator after the RFQ/RFP submission deadline.

6	NEGOTIATED IN GOOD FAITH
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The proposer shall respond to every unsolicited offer sent by a registered sub using LABAVN and evaluate in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a registered sub, as determined by the Awarding Authority. The proposer must submit a list of all subs for each item of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that lead to the bid or proposal being rejected and the explanation must have been communicated to the sub using LABAVN.

Required Documentation:

- a) Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants/Subcontractors Information Form;
- b) An online Summary Sheet organized by work area, listing the following:
 - 1) The responses and/or bids received;
 - 2) The name of the sub who submitted the bid/quote;
 - 3) A brief reason given for selection/non-selection as a sub;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the proposer elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet.

All bids/quotes received, regardless of whether or not the proposer outreached to the sub, must be submitted and included on the on-line Summary Sheet. To that extent, the City expects the proposer to submit a bid from each sub listed on the online Summary Sheet, including those listed on the proposer's Schedule A. **All potential subs with which the bidder has had contact outside of the LABAVN must be documented on the online Summary Sheet.**

The summary sheet must be performed using LABAVN's BIP outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFQ/RFP response submittal deadline. If a bid/quote is submitted by a firm that is not registered with the LABAVN, the proposer is required to add that firm to their summary sheet. A proposer's failure to utilize the LABAVN's summary sheet function will result in their RFQ/RFP response being deemed non-responsive.

Important Note: Staff will request copies of all bids/quotes received as part of the BIP outreach evaluation process. Proposers must have a bid/quote from each potential sub listed on their Schedule A prior to submission of the Schedule A. Proposers must include all subs that submitted a response and include their response dates, bid amounts, or submitted letters of interest. Proposers are encouraged to submit all of their bids/quotes with their RFQ/RFP response submittal. Proposers will not be able to edit their summary sheet on the LABAVN's BIP outreach summary sheet function (they will get locked out) after 4:30 p.m. on the first calendar day following the day of the RFQ/RFP response submittal deadline.

Important Note: City staff will access the LABAVN and verify compliance with the summary sheet provision of this indicator after the RFQ/RFP submission deadline.

7

BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE

Each notification by the proposer shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.

Required Documentation: Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the LABAVN's BIP outreach system.

Important Note: At the time a proposer utilizes the LABAVN's BIP outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the LABAVN's BIP outreach notification function (they will get locked out) if there are less than fifteen (15) calendar days prior to the RFQ/RFP response submittal deadline. Proposers will be given the opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording seriously limits potential subs' responses or is deemed contrary to the intent of this indicator.

Important Note: City staff will access the LABAVN and verify compliance with this indicator after the RFQ/RFP submission deadline.

The proposer shall submit completed BIP outreach documentation either via the LABAVN's BIP outreach system or prior to award, as specified for each indicator. The Awarding Authority in its review of the BIP outreach documentation may request additional information to validate and/or clarify that the BIP outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third Party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Awarding Authority.

AWARD OF CONTRACT

The Awarding Authority reserves the right to reject any and all RFQ/RFP responses. The award of a contract will be to the responsive, responsible proposer whose proposal complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subs' participation was made is a condition for eligibility for award of the contract.

SUBMITTAL DOCUMENTS

1. MBE/WBE/SBE/EBE/DVBE/OBE Subs Information Form (Schedule A)
Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information form, provided here in as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.
2. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B)
During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.
3. Final Subcontracting Report (Schedule C)
Upon completion of the contract, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the contractor or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the contract.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

SUPPORT CONTACT INFORMATION

Any technical difficulties while utilizing LABAVN should be reported immediately. To report such difficulties and to ask for technical assistance please email:

1. LABAVN Support at support@labavn.org
2. ITA at ita.bavn@lacity.org
3. The specified Procurement Analyst (only to report)

For bid-specific issues:

Please contact the specified Procurement Analyst

For general BIP issues:

Please contact:

1. Isaac Ike via email at: isaac.ike@lacity.org or via phone at: (213) 928-9502
2. Farshid Yazdi via email at: farshid.yazdi@lacity.org or via phone at: (213) 928-9541

SUPPORT DOCUMENTS

For a comprehensive step-by-step instruction on how to utilize LABAVN to complete BIP outreach please use the following link:

http://www.labavn.com/misc/docs/BAVN_BIP_walkthrough.pdf

This 27-page document (BAVN BIP Walk-through) includes detailed instructions and screen shots.

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title

Proposer	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			<div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;">Signature of Person Completing this Form</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;">Printed Name of Person Completing this Form</div> <div style="display: flex; justify-content: space-between;"> Title Date </div>
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
TOTAL SBE AMOUNT	\$	%	
TOTAL EBE AMOUNT	\$	%	
TOTAL DVBE AMOUNT	\$	%	
TOTAL OBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
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Consultant	Address
Contact Person	Phone/Fax

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:	
	DOLLARS	PERCENT		
TOTAL MBE PARTICIPATION	\$	%	Printed Name of Person Completing this Form:	
TOTAL WBE PARTICIPATION	\$	%		
TOTAL SBE PARTICIPATION	\$	%	Title:	Date:
TOTAL EBE PARTICIPATON	\$	%		
TOTAL DVBE PARTICIPATION	\$	%		
TOTAL OBE PARTICIPATION	\$	%		

SUBMIT WITH EACH INVOICE SUBMISSION

**SCHEDULE C
CITY OF LOS ANGELES
FINAL SUBCONTRACTING REPORT**

Project Title		Contract No.
Company Name	Address	
Contact Person	Phone	

Name, Address, Telephone No. of all Subconsultants Listed on Schedule B	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

* If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

Signature of Person Completing this Form _____ Printed Name _____ Title _____ Date _____

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

DEFINITIONS

- I. **Minority or Women Business Enterprise (MBE or WBE):** For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. **Small Business Enterprise (SBE):** For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, and vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.
3. **Emerging Business Enterprise (EBE):** For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues do not exceed \$3.5 million.
4. **Disabled Veteran Business Enterprise (DVBE):** For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business that is at least 51 percent owned by one or more disabled veterans.
 - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. **Other Business Enterprise (OBE):** For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. **Minority person:** For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. **Disabled Veteran:** For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-related disability of at least 10% or more; and the veteran must reside in California.

