

TRANSMITTAL

To:

THE COUNCIL

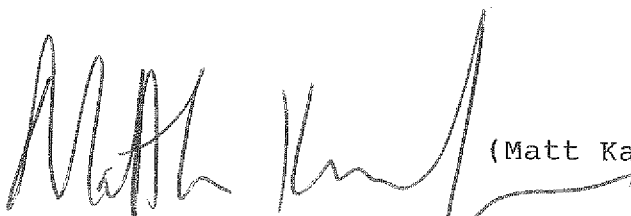
Date:

OCT 18 2011

From:

THE MAYOR

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.



(Matt Karatz)

ANTONIO R. VILLARAIGOSA
Mayor



COMPLIANCE DIVISION

Los Angeles Housing Department

LAHD

1200 West 7th Street, 8th Floor, Los Angeles, CA 90017

tel 866.557.7368 | fax 213.808.8818

lahd.lacity.org



Antonio R. Villaraigosa, Mayor

Douglas Guthrie, General Manager

October 3, 2011

Council File: New

Council Districts: Citywide

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CITY OF LOS ANGELES
OCT - 7 PM 12:45
RECEIVED
OFFICE OF THE MAYOR

The Honorable Antonio R. Villaraigosa
Mayor, City of Los Angeles
200 N. Spring Street, Room 303
Los Angeles, CA 90012

Attention: Pamela Finley, Legislative Coordinator

TRANSMITTAL: REQUEST FOR AUTHORITY TO RELEASE A REQUEST FOR PROPOSALS (RFP) FOR TENANT OUTREACH AND EDUCATIONAL SERVICES FOR THE CITY'S RENT ESCROW ACCOUNT PROGRAM (REAP) AND UTILITY MAINTENANCE PROGRAM (UMP)

SUMMARY

Los Angeles Housing Department (LAHD) seeks authority to issue a new Request for Proposals (RFP) for the selection of Tenant Outreach contractors for the Rent Escrow Account Program (REAP) and the Utility Maintenance Program (UMP). REAP and UMP are LAHD enforcement tools meant to encourage landlords to maintain their properties and to bring properties that have existing Housing Code violations to compliance. Under these programs, tenants have the option to submit their rent payments directly to the City, instead of the landlord, for placement into an escrow account until property violations are remedied. The outreach program was initiated in 1997 to educate eligible tenants about the REAP and UMP with the assumption that tenants would be more willing to participate if they understood the purpose and benefits of the programs. Increased tenant participation in REAP/UMP is intended to motivate landlords to immediately repair their properties. In addition, the City is able to recover administrative costs incurred to support the programs through fees. Issuance of a new RFP will enable LAHD to continue tenant-focused outreach services in order to educate tenants regarding their rights and responsibilities under REAP/UMP and thereby increase the likelihood of their voluntary participation in the programs; and, once requested, provide advisory opinion upon completion of repairs to landlords/property owners. Continued UMP outreach will aid the City in reducing tenant constructive evictions due to non-payment of utilities and also increase collection of delinquent Los Angeles Department of Water and Power bills.

Six contractors currently operate the outreach for REAP/UMP at a total annual cost of \$525,000. Five contractors provide outreach services primarily to the tenants and one contractor provides customized outreach services to landlords and property owners. The Tenant Outreach contractors also provide services to landlords. The Tenant Outreach contracts will expire on June 30, 2012 with no further renewal options. Due to the current tight housing market, tenants who are displaced have difficulties finding affordable replacement housing. This is particularly traumatic for seniors, disabled persons, and other households on limited incomes. The Department's use of contractors to perform tenant outreach services has given LAHD the flexibility to meet the needs of both landlords and tenants, while keeping costs down through efficient use of available staff and resources.

A copy of this transmittal, along with the draft of the RFP has been forwarded to the City Attorney for concurrent review and approval as to form.

RECOMMENDATIONS

The General Manager, LAHD, respectfully recommends that the Mayor:

The LAHD General Manager further recommends that the City Council, subject to the approval of the Mayor, take the following actions:

1. AUTHORIZE the General Manager of LAHD, or designee, to issue and release a Request for Proposals (RFP) for Tenant Outreach Services contractors for the Rent Escrow Account Program and Utility Maintenance Program in substantial conformance with the draft RFP included as Attachment II of this transmittal, subject to the approval of the City Attorney as to form, to commence on or about July 1, 2012 for a one-year period with an option to extend for two additional periods of up to one year each subject to contractor performance and availability of funds.
2. DIRECT the General Manager of LAHD, or designee, to assess the responses of the subject RFP and submit the results with recommendations to the Mayor and City Council, including funding levels and necessary implementing instructions.

BACKGROUND

In 1988, the City Council and the Mayor, increasingly concerned with the deterioration of rental housing in the City, established the Rent Escrow Account Program (REAP) whereby tenants could voluntarily place their rents into a City-administered escrow account in lieu of paying the landlord when the landlord had refused or consistently failed to correct cited deficiencies (C.F. 87-1084-S2; Ordinance No. 164205). Shortly thereafter, the Council and the Mayor also adopted the Rent Reduction Program (RRP), which consisted of a schedule of rent reductions that corresponded to reductions of housing services that rendered a rental unit untenable under California Civil Code Section 1941.1 (C.F. 87-1084-S2; Ordinance No. 164496). The REAP/RRP programs proved extremely effective in motivating landlords to remedy violations of the City's Housing Code and bring their buildings up to at least minimum standards of habitability when tenants participated in REAP.

In 1993, the City Council and Mayor strengthened protections for tenants participating in the REAP program and provided for expedited inclusion of properties where there was an imminent threat to the health and safety of tenants (C.F. 93-1850). In 1997, the City established an outreach program for

REAP and contracted with three community-based organizations for the provision of educational and outreach services to tenants residing in subject buildings to increase the likelihood of their participation in REAP (C.F. 93-1850-S1). That same year, the City Council and Mayor expanded the REAP program to include properties referred under the Utility Maintenance Program (UMP), which focuses on properties where tenants were threatened with utility shut off because of the property owner's delinquency in payment to the LADWP.

In February 1999, the Mayor and City Council directed the General Manager of LAHD to issue an RFP to contract for outreach services to tenants residing in rental units subject to the REAP and UMP. Based on the results of the RFP, a contract was initiated with Inner City Law Center in April 2000 (C.F. 97-1303-S4). The Mayor and City Council added contracts for Inquilinos Unidos and Los Angeles Center for Law and Justice in October 2000 (C.F. 99-2036). In 2000 the Mayor and City Council also added to the scope of work of the contractors to have tenants contacted before REAP properties are referred to the City Council for termination consideration.

In addition, the City Controller made recommendations to increase the use of outreach contractors through audits of both REAP and UMP in December 2001 and May 2002, respectively. It was suggested that expanded outreach contact efforts would better educate tenants about the programs and increase their participation. This participation would serve as a strong financial disincentive to landlords/property owners who would then be encouraged to remedy outstanding violations or resolve outstanding utility bills. For these reasons and due to the tremendous growth resulting from the ordinance modifications approved by the Mayor and City Council in April 2001 and also the overall increase in inspections performed by the City's Systematic Code Enforcement Program (SCEP), contracts were added for Coalition for Economic Survival and Los Angeles Housing Law Project in July 2003.

LAHD has continued contracting with five organizations for REAP/UMP outreach services by conducting competitive selecting processes (C.F. 02-2426 and 09-0404). In January 2011, LAHD was authorized to add a Landlord-only Outreach contractor using existing funding, increasing the total number of contractors to six (C.F. 09-0404-S2). The Tenants Outreach contracts will expire on June 30, 2012, with no further options for annual contract extensions. The proposed RFP would enable LAHD to continue to use the services of contractors to provide tenant outreach for REAP and UMP, which would support the Department's continuing efforts to improve rental housing conditions and achieve high level tenant participation in each program.

The five existing tenant outreach contractors provide citywide REAP and UMP tenant outreach services with focus on high-risk areas where there is the existence of outstanding utility delinquencies; poor property and building maintenance; or, a history of code violations. The contractors conduct an average of three visits for each property referred to them. In addition, the contractors are responsible for providing LAHD and the property owners with their advisory opinion regarding completion of the work. Tenant outreach contractors must also assist the landlords and property owners in conflict resolution with tenants and expedite closing of the REAP case by facilitating access to the units for repair work to be done when tenant/landlord conflicts cause difficulties accessing the unit. As part of the new RFP, the tenant outreach contractors will be required to periodically meet with the prominent landlord organizations to discuss tenant-landlord issues, and strive to reach a thorough understanding of the issues in order to reach a resolution.

In 2010, 806 new cases were referred to the five contractors and they were instrumental in closing 937 new and existing cases, representing more than 3,750 units.

The Department has benefited from its partnerships with community based organizations in the delivery of outreach services for two reasons. First, the work requires specialized knowledge and expertise in the areas of affordable and rent-stabilized housing for the provision of time-sensitive services. These services are bilingual and available during evenings and weekends. Also, the costs of contracting for services are significantly lower than hiring City staff to perform the work. Since the contracted outreach services are paid from funds derived from REAP administrative fees, a fee increase would be required to cover any cost increases. A recent in-house analysis revealed that the costs of services would rise to almost three times the cost for contractual services.

REQUEST FOR PROPOSAL (RFP) PROCESS

This RFP will solicit qualified community based organization(s) to provide increased REAP and UMP Tenant Outreach Services.

The Department proposes to execute new contracts with one or more organizations to commence on or about July 1, 2012 for a one-year period with an option to extend for two additional periods for up to one year each, for a total not to exceed three years, subject to contractor performance, availability of funding and approval by the Mayor and City Council. The RFP will be posted on the LAHD, Business Assistance Virtual Network and the City's websites and will be advertised in local newspapers. In addition, current REAP and UMP contractors as well as Minority Business Enterprise/Women Business Enterprise trade associations will be notified.

Applicants for the REAP/UMP Outreach Services must satisfy the following conditions:

1. Must be in good standing with any regulatory oversight agencies;
2. Do not have any disallowed or outstanding debts to the City of Los Angeles;
3. Are qualified to conduct business in the State of California;
4. Have at least three (3) years experience performing outreach and educational services for low and moderate income tenants (as individuals or in groups) with respect to landlord/tenant law; and related experience related to REAP and UMP;
5. Have the ability to put an effective tenant outreach program into operation at the beginning of the contract term;
6. Are able to offer services in both English and Spanish, at minimum, and arrange translation services for other languages as needed. It is desirable for all applicants to have conflict resolution experience between landlords and tenants to resolve disputes while remaining as neutral as possible;
7. Have not been determined to be non-responsible or been debarred by the City pursuant to the Contractor Responsibility Ordinance;
8. Have not been debarred by the federal government, State of California or local government;
9. If a corporation or limited liability company, the proposer must be in good standing with the Secretary of State; and,

10. If the proposer has contracted with the State of California or the City of Los Angeles, it does not have an outstanding debt that has not been repaid or for which a repayment agreement plan has not been implemented. If it has contracted with LAHD, it must not have an outstanding disallowed cost or other liability to the City.

All applications will be reviewed by a team of panelists with particular expertise in the respective service program category. Each application will be evaluated on its own merit for content, responsiveness, conciseness, clarity, relevance, cost and adherence to the instructions in the RFP.

The criteria for evaluating proposals shall include the following:


Area	Description	Points
1	Demonstrated a commitment to the operation and jurisdiction of the pertinent enforcement agencies.	10
2	Demonstrated a commitment to the REAP, UMP, Urgent Repair Program and the tenant outreach program goals and objectives.	10
3	Quality and creativity of outreach program concepts and strategy.	30
4	Demonstrated ability to produce quality deliverables on-time and on-budget as evidenced by past performance, including experience and qualifications of project manager, key personnel, and subcontractors.	30
5	Proposed budget, allocation of costs, and use of available resources to maximize the effectiveness of the property owner outreach and education program.	20
Total Points		100

The City will notify all applicants in writing of the results of the proposal evaluations. Applicants may appeal procedural issues only by submitting a letter to the LAHD within five working days of receiving notification. Appeals will be reviewed before a panel headed by the General Manager of the LAHD, or designee, and at least two other persons with experience in the relevant program category. The City Council and the Mayor will exercise final authority in the selection of the contractor(s), as well as the allocation of funds to be awarded through this RFP.

FISCAL IMPACT


There is no impact to the General Fund. There are no financial commitments required at this time. All subsequent contracts resulting from the Request for Proposals will be funded from the Code Enforcement Trust Fund and the Rent Stabilization Trust Fund.

Prepared by:




TONY PELAEZ
Management Assistant
Compliance Division

Reviewed by:



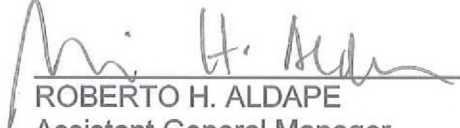
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Compliance Division

Reviewed by:



ROBERTO H. ALDAPE
Assistant General Manager
Los Angeles Housing Department

Approved by:



for RUSHMORE D. CERVANTES
Executive Officer
Los Angeles Housing Department

Approved by:



DOUGLAS GUTHRIE
General Manager
Los Angeles Housing Department

Attachments

- Attachment I – RFP Scope of Work
- Attachment II – Draft RFP

Tenant Outreach and Educational Services for the City's Rent Escrow Account Program (REAP) and Utility Maintenance Program (UMP) Request for Proposals (RFP)

SCOPE OF WORK

The Contractor will provide outreach and educational services to the tenants whose units are included in the referral from LAHD to either the REAP or UMP; and, provide advocacy through counseling and technical assistance with matters directly related to REAP and UMP, including but not limited to explaining provisions of REAP and UMP ordinances and regulations. The Contractor is expected to work closely with Landlord organizations and facilitate in resolving conflicts between tenants and landlords. The Contractor may also be required to perform data entry in any existing/requested LAHD information system.

Specific deliverables for implementing the REAP and UMP Outreach Program will be identified by the organization(s) awarded the contract(s). These deliverables will be approved by the Housing Department and included in the contract. In addition, the contractor shall provide the following:

WORK PLAN

The bidder shall describe a plan for the provision of services as outlined below:

1. Outreach Methodology. Annually, provide a LAHD-approved work plan outlining the outreach methodology including staff and detail that shall successfully inform and educate tenants about the REAP and UMP, as well as create the utmost tenant participation in REAP and UMP. This work plan should include a basic strategy of how the outreach services shall be provided. The work plan shall include detailed methodology of the Outreach Program including, but is not limited to the following: holding on-site meetings with tenants; disseminating information via telephone calls, U.S. postal mailings, and e-mail; developing seminars and group training sessions for outreach programs; and, developing benchmarks for tenant participation. The benchmark goal for tenant participation in REAP/UMP shall be set at an average of 45%. The Contractor shall use a formula prescribed by LAHD to calculate tenant participation rate. The Contractor shall also be responsible for conducting a minimum of three site visits, per property placed in REAP, during the duration of cases. The Contractor shall make evening and weekend schedules available for provision of services under this Agreement.
2. Client Services. Provide counseling and technical assistance with matters directly related to REAP and UMP, including but not limited to: assistance in calculating applicable rent reductions; completing payment coupons; providing clarification of Department correspondence; explaining provisions of REAP and UMP ordinances and regulations to eligible tenants; and, assist in resolving tenant-landlord conflict resolution.
3. Multilingual Services. Provide translators and bilingual educational materials in English and the dominant language(s) identified by the Contractors for all site visits and/or meetings at any individual building.

4. Staff Communication. The Contractor must maintain close contact with REAP and UMP Section case analysts, LAHD inspectors, and senior staff for information and updates on building and tenant-related matters, including, but not limited to: owner progress toward the correction of habitability deficiencies; unlawful detainers; and, allegations of harassment.
5. Collaborative Relationships. The Contractor must work collaboratively with the Landlord Outreach Contractor to reach conflict resolutions which result in expedited compliance and removal of the properties from REAP.
6. Referral Services. The Contractor must refer matters not associated with this program to appropriate entities such as the Department of Consumer Affairs, an appropriate legal aid organization, and various citing agencies, including the LAHD, the Department of Building and Safety, the Los Angeles City Fire Department, and the Los Angeles County Department of Health Services.
7. Assignment and Closure of Cases. Cases will be assigned to the Contractor when the LAHD determines that the property or dwelling unit is accepted into the REAP or UMP. The Contractor will provide outreach and educational services to the tenants who reside within the subject property and whose units are included in the referral.

Before case closure, LAHD will request the Contractor to prepare a closeout report for each case that exits the REAP program. The report must outline the outreach efforts undertaken at that property and the progress from assignment to case closure. The form, format, and content of this report will be determined by LAHD and conveyed to the Contractor. The Contractor may be required to perform data entry in any existing/requested LAHD information system. The Contractor's assessments shall be strictly advisory to LAHD who shall substantively and independently review all contractor assessments. Although ultimate case closure is the determination of the LAHD, the Contractor shall be available to assist the LAHD in gaining access to the dwelling units assigned to the Contractor for assessing violations.

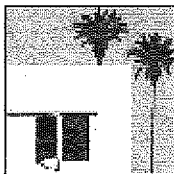
8. Response Time Stipulations. The Contractor shall give priority and respond immediately to urgent matters such as discontinuation of utility services due to foreclosure. The Contractor shall respond to inquiries received via e-mail or telephone from tenants within two working days of receipt of the inquiry. The Contractor shall conduct final site visits requested from owners within five (5) working days of receipt of the requests.

In the case of UMP, when payment arrangements have been established between the property owner and the Department of Water and Power (DWP), the REAP and/or UMP case will be closed upon notification by DWP. The LAHD will then notify the Contractor to cease outreach and education activity due to the closure of the case.

Should additional or unresolved issues or deficiencies be discovered by or brought to the Contractor's attention by the tenants, the matter(s) in question will be referred by the Contractor to the LAHD for review and appropriate action within five (5) days from the date of identification of the issues or deficiencies.

9. Printed Materials. Develop and print clear, accessible, and user-friendly materials in English and the dominant language(s) identified by the Contractors to inform eligible tenants about the REAP and UMP. In addition, the Contractor shall develop printed materials for outreach site meetings. All printed materials must be reviewed and approved by the LAHD prior to use.

10. Legal Service Referrals. If, in the course of providing services under this Contract, legal service providers selected as Contractors are asked by tenants, owners, property managers, or other members of the public to provide eviction defense or other legal services, they must furnish the person with a City-approved list of alternative sources of those legal services, including the Contract agency, so that the persons requesting legal assistance can make an informed choice.
11. Property Owner/Contractor Communication. In the course of providing outreach and educational services, when required, the Contractor shall maintain the lines of communication between the property owner, tenants, and the Landlord Outreach Contractor to ensure information clarity, and provide intermediary resolution assistance in an effort to reach a solution to the habitability issues listed on the referring agency's (refer to L.A.M.C. Section 162.02 – Enforcement Agency) referral to the LAHD.
12. Reports. The Contractor shall be required to provide information and prepare reports documenting the progress with each case. Additionally, the Contractor may be requested to prepare ad hoc reports relevant to the services rendered and/or to be rendered in furtherance of the terms of this Contract. The form, format, and content of the information and reports will be determined by LAHD and communicated to the Contractor. The Contractor should allocate resources in anticipation of the need for reporting.
13. Meetings. The Contractor shall be required to attend regular meetings with the LAHD staff and management to communicate topics including, but not limited to the following: Program progress; Program issues; and, impact of the Program activities. These meetings will be scheduled by the LAHD. If LAHD deem necessary, the Contractor shall be required to attend meetings with other City entities or community meetings in relation to the work of the Program.



**City of Los Angeles
Housing Department**



Request for Proposals (RFP)

RENT ESCROW ACCOUNT PROGRAM (REAP) AND UTILITY MAINTENANCE PROGRAM (UMP) TENANT OUTREACH SERVICES

Release date	December 30, 2011
Submission deadline	January 24, 2012
Deliver all submittals to	By U.S. Certified Mail: City of Los Angeles Housing Department Hearings Section P.O. Box 17340 Los Angeles, CA 90017-0340 Attn: Tony Pelaez
Technical assistance	Email: lahd_rfp_compliance@lacity.org Fax: (213) 808-8818 All questions and answers will be available to all bidders on the LAHD website at http://lahd.lacity.org
RFP Conference	1:00PM January 13, 2012 Los Angeles Housing Department 1200 West 7 th Street, Suite 100 Los Angeles, CA 90017

For more information on the City's business outreach opportunities, visit

www.losangelesworks.org

www.labvn.org

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**City of Los Angeles
Housing Department
Request for Proposals
Rent Escrow Account Program (REAP) and Utility Maintenance Program
(UMP) Tenant Outreach Services**

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I. BACKGROUND

A. ADMINISTRATIVE ENTITY

The Los Angeles Housing Department's (LAHD) mission is to provide safe and livable neighborhoods through the promotion, development, and preservation of decent and affordable housing.

The Department proposes, develops and implements citywide affordable housing policy and assists the Affordable Housing Commission and the City Council in evaluating the effectiveness of housing-related public policies and programs. LAHD also administers the City's Rent Stabilization Ordinance, which protects tenants from excessive rent increases, while at the same time allowing the landlords a reasonable return on their investments. Additionally, the department oversees the Systematic Code Enforcement Program, which prevents the development of and remediates dangerous, substandard and/or unsanitary and deficient conditions in residential buildings and dwelling units. The department manages City housing programs including home rehabilitation, tax credit development, tax-exempt bond activity, home ownership, and the Operation Healthy Neighborhoods program. In addition, LAHD is involved in a wide range of special housing-related activities for the disabled, persons with AIDS, and victims of domestic violence.

The Housing Department (**LAHD**) administers the **Rent Escrow Account Program (REAP)** and the **Utility Maintenance Program (UMP)** for the City and serves as the administrative entity for this Request for Proposals (RFP). The Housing Department has been authorized to release this RFP, by the City Council and the Mayor (refer to Council File Number xx-xxxx dated xx/xx/xxxx).

B. OVERVIEW

In 1997, the City established REAP to address the growing problem of health and safety violations in substandard rental properties. Properties with outstanding Housing Code violations are referred to the program through various means. Once referred, landlords are given an opportunity to appeal the decision through a General Manager's Hearing. If landlords choose not to appeal or the General Manager's Hearing Officer upholds the Department's decision to refer the property to REAP, the property is accepted into the program. REAP includes a rent reduction component which establishes reduced rents for tenants living in the units with outstanding violations (or all units in a building when violations are found in common areas). The rent reductions are based on the number and severity level of the violations cited on the property. Tenants are then given the option of paying their reduced rent into an escrow account administered by LAHD. Landlords and tenants can request a release of funds from the escrow account to pay for repairs or utilities. The amounts available for release are limited to the amount deposited for that property into the escrow account.

Once this contract is executed, properties accepted into REAP will have two contractors assigned to it. Both contractors will conduct site visits and provide outreach and educational services: one to the tenants and the other to the landlord. Landlords will be encouraged to remove existing violations quickly and bring their properties into compliance with the Housing Codes, and will also be given resource information to assist in that effort. Tenants are encouraged to participate in the program, and are assisted by being educated about their rights and responsibilities under REAP/UMP.

When all violations are remedied and the property is in compliance, an LAHD Case Manager will submit a closure notice to the REAP Unit. REAP staff will then contact other agencies including the County Health Department, Fire and Building and Safety to determine if there are other outstanding orders against the property. In addition, the Unit will contact the Department of Water and Power to determine if all utility bills are current. Once all of these elements are satisfied, the Unit will recommend to the City Council to authorize removal of the property from REAP.

Another escrow account program established by the City is the Utility Maintenance Program (UMP), which is a joint effort between LAHD and the Department of Water and Power (DWP) to ensure that water and electric utilities on rental properties are maintained. When the owner of a master metered apartment building, which is within the jurisdiction of the Rent Stabilization Ordinance, fails to pay the water and electric bills and is at risk of service shut-off, DWP may refer the property to the UMP. In the same manner that a property is placed into REAP, the landlord is officially notified by the LAHD Hearings Unit that his/her property is accepted into UMP, at which time the landlord has the opportunity to appeal. If the owner appeals the acceptance into UMP a General Manager's Hearing is scheduled and the case is heard. The General Manager will make a determination as to whether the property will be accepted into UMP based on evidence presented at the Hearing. If the owner does not appeal, the property is accepted into the program. An escrow account, which allows tenants to pay their full rent to the City, is then established. As with the REAP program, an Outreach Contractor will be assigned to provide services to the tenants, while the Outreach Contractor for landlords will be assigned the case to specifically perform site visits and provide educational services to landlords regarding their rights under UMP. The Tenant Outreach Contractor provides outreach and educational services to the tenants and encourages the tenants to participate in the program so that the funds in the escrow account can be used to pay for the utility bills. The funds held in escrow are used to pay DWP on a monthly basis, thus preventing the termination of water and utility services for tenants. The property remains in the UMP until DWP requests LAHD to remove the property from the program, the owner has paid all fees due LAHD, and there is no REAP case against the property.

City of Los Angeles Housing Department
Rent Escrow Account Program (REAP) and Utility Maintenance Program (UMP) Tenant Outreach
Services

The success of these programs and the subsequent improvement of rental housing conditions depends on tenant and landlord understanding of the programs and their level of involvement and participation. In view of this requirement, the City Council and the Mayor have authorized the Housing Department to release this Request for Proposal to acquire outreach services for the tenants.

II. RFP SPECIFICATIONS

A. PURPOSE

The City seeks to contract with experienced housing rights organizations or community based organizations to develop and carry out a successful outreach program that will inform and educate renters about the Rent Escrow Account Program (REAP) and Utility Maintenance Program (UMP). The Contractor must work collaboratively with other REAP and UMP Outreach Program Contractors and the LAHD to develop methods to promote voluntary tenant participation in the REAP and UMP. It is the goal of this outreach program to obtain maximum tenant participation in the REAP and UMP, in an effort to reduce substandard housing in the City of Los Angeles. The contractor must also meet and communicate with the prominent landlord organizations in an effort to develop a common base of understanding and help in the assessment of tenant-landlord issues with a goal of striving to resolve these issues.

Specifically, the REAP and UMP Outreach plan must:

1. Create an awareness of the REAP with tenants in buildings or dwelling units accepted into REAP or UMP.
2. Develop clear, accessible, and user-friendly materials to inform renters about the REAP and UMP programs and how to participate. These outreach materials shall be mailed to the tenants and provided to the tenants in on-site meetings or workshops.
3. Develop a collaborative relationship with the Landlord Outreach Contractor and landlord organizations to leverage resources and create a team to resolve landlord-tenant issues which result in the expedited removal of properties from REAP and further prevent them from being returned to REAP.

B. SCOPE OF WORK

The Contractor will provide outreach and educational services to the tenants whose units are included in the referral from LAHD to either the REAP or UMP; and, provide advocacy through counseling and technical assistance with matters directly related to REAP and UMP, including but not limited to explaining provisions of REAP and UMP ordinances and regulations. The Contractor is expected to work closely with Landlord organizations and facilitate in resolving conflicts between tenants and landlords. The Contractor may also be required to perform data entry in any existing/requested LAHD information system.

Specific deliverables for implementing the REAP and UMP Outreach Program will be identified by the organization(s) awarded the contract(s). These deliverables will be approved by the Housing Department and included in the contract. In addition, the contractor shall provide the following:

WORK PLAN

The bidder shall describe a plan for the provision of services as outlined below:

1. Outreach Methodology. Annually, provide a LAHD-approved work plan outlining the outreach methodology including staff and detail that shall successfully inform and educate tenants about the REAP and UMP, as well as create the utmost tenant participation in REAP and UMP. This work plan should include a basic strategy of how the outreach services shall be provided. The work plan shall include detailed methodology of the Outreach Program including, but is not limited to the following: holding on-site meetings with tenants; disseminating information via telephone calls, U.S. postal mailings, and e-mail; developing seminars and group training sessions for outreach programs; and, developing benchmarks for tenant participation. The benchmark goal for tenant participation in REAP/UMP shall be set at an average of 50%. The Contractor shall use a formula prescribed by LAHD to calculate tenant participation rate. The Contractor shall also be responsible for conducting a minimum of three site visits, per property placed in REAP, during the duration of cases. The Contractor shall make evening and weekend schedules available for provision of services under this Agreement.
2. Client Services. Provide counseling and technical assistance with matters directly related to REAP and UMP, including but not limited to: assistance in calculating applicable rent reductions; completing payment coupons; providing clarification of Department correspondence; explaining provisions of REAP and UMP ordinances and regulations to eligible tenants; and, assist in resolving tenant-landlord conflict resolution.
3. Multilingual Services. Provide translators and bilingual educational materials in English and the dominant language(s) identified by the Contractors for all site visits and/or meetings at any individual building.
4. Staff Communication. The Contractor must maintain close contact with REAP and UMP Section case analysts, LAHD inspectors, and senior staff for information and updates on building and tenant-related matters, including, but not limited to: owner progress toward the correction of habitability deficiencies; unlawful detainers; and, allegations of harassment.
5. Collaborative Relationships. The Contractor must work collaboratively with the Landlord Outreach Contractor to reach conflict resolutions which result in expedited compliance and removal of the properties from REAP.

6. Referral Services. The Contractor must refer matters not associated with this program to appropriate entities such as the Department of Consumer Affairs, an appropriate legal aid organization, and various citing agencies, including the LAHD, the Department of Building and Safety, the Los Angeles City Fire Department, and the Los Angeles County Department of Health Services.
7. Assignment and Closure of Cases. Cases will be assigned to the Contractor when the LAHD determines that the property or dwelling unit is accepted into the REAP or UMP. The Contractor will provide outreach and educational services to the tenants who reside within the subject property and whose units are included in the referral.

Before case closure, LAHD will request the Contractor to prepare a closeout report for each case that exits the REAP program. The report must outline the outreach efforts undertaken at that property and the progress from assignment to case closure. The form, format, and content of this report will be determined by LAHD and conveyed to the Contractor. The Contractor may be required to perform data entry in any existing/requested LAHD information system. The Contractor's assessments shall be strictly advisory to LAHD who shall substantively and independently review all contractor assessments. Although ultimate case closure is the determination of the LAHD, the Contractor shall be available to assist the LAHD in gaining access to the dwelling units assigned to the Contractor for assessing violations.

8. Response Time Stipulations. The Contractor shall give priority and respond immediately to urgent matters such as discontinuation of utility services due to foreclosure. The Contractor shall respond to inquiries received via e-mail or telephone from tenants within two working days of receipt of the inquiry. The Contractor shall conduct final site visits requested from owners within five (5) working days of receipt of the requests.

In the case of UMP, when payment arrangements have been established between the property owner and the Department of Water and Power (DWP), the REAP and/or UMP case will be closed upon notification by DWP. The LAHD will then notify the Contractor to cease outreach and education activity due to the closure of the case.

Should additional or unresolved issues or deficiencies be discovered by or brought to the Contractor's attention by the tenants, the matter(s) in question will be referred by the Contractor to the LAHD for review and appropriate action within five (5) days from the date of identification of the issues or deficiencies.

9. Printed Materials. Develop and print clear, accessible, and user-friendly materials in English and the dominant language(s) identified by the Contractors to inform eligible tenants about the REAP and UMP. In addition,

the Contractor shall develop printed materials for outreach site meetings. All printed materials must be reviewed and approved by the LAHD prior to use.

10. Legal Service Referrals. If, in the course of providing services under this Contract, legal service providers selected as Contractors are asked by tenants, owners, property managers, or other members of the public to provide eviction defense or other legal services, they must furnish the person with a City-approved list of alternative sources of those legal services, including the Contract agency, so that the persons requesting legal assistance can make an informed choice.
11. Property Owner/Contractor Communication. In the course of providing outreach and educational services, when required, the Contractor shall maintain the lines of communication between the property owner, tenants, and the Landlord Outreach Contractor to ensure information clarity, and provide intermediary resolution assistance in an effort to reach a solution to the habitability issues listed on the referring agency's (refer to L.A.M.C. Section 162.02 – Enforcement Agency) referral to the LAHD.
12. Reports. The Contractor shall be required to provide information and prepare reports documenting the progress with each case. Additionally, the Contractor may be requested to prepare ad hoc reports relevant to the services rendered and/or to be rendered in furtherance of the terms of this Contract. The form, format, and content of the information and reports will be determined by LAHD and communicated to the Contractor. The Contractor should allocate resources in anticipation of the need for reporting.
13. Meetings. The Contractor shall be required to attend regular meetings with the LAHD staff and management to communicate topics including, but not limited to the following: Program progress; Program issues; and, impact of the Program activities. These meetings will be scheduled by the LAHD. If LAHD deem necessary, the Contractor shall be required to attend meetings with other City entities or community meetings in relation to the work of the Program.

C. ELIGIBLE PROPOSERS

Proposals will be accepted only from potential contractors that:

1. Must be in good standing with any regulatory oversight agencies.
2. Does not have any disallowed or outstanding debts to the City of Los Angeles.
3. Are qualified to conduct business in the State of California;

4. Have at least three (3) years experience performing outreach and educational services for low and moderate income tenants (as individuals or in groups) with respect to landlord/tenant law; and experience related to the Rent Escrow Account Program and the Utility Maintenance Program.
5. Have the ability to put an effective tenant outreach program into operation at the beginning of the contract term;
6. Are able to offer services in both English and Spanish, at minimum, and arrange translation services for other languages as needed. It is desirable for all applicants to have conflict resolution experience between landlords and tenants to resolve disputes while remaining as neutral as possible.
7. Have not been determined to be non-responsible or been debarred by the City pursuant to the Contractor Responsibility Ordinance;
8. Have not been debarred by the federal government, State of California or local government;
9. If a corporation or limited liability company, the proposer must be in good standing with the Secretary of State.
10. If the proposer has contracted with the State of California or the City of Los Angeles, it does not have an outstanding debt that has not been repaid or for which a repayment agreement plan has not been implemented. If it has contracted with LAHD, it must not have an outstanding disallowed cost or other liability to the City.

D. BUDGET AND SOURCES OF FUNDS

The total annual budget for the REAP and UMP Outreach Program is \$437,500, subject to availability of funds and contract approval by the City Council.

Total contract amount may vary according to the number of contracts awarded. The Agreement with the selected applicants will be on a fee for performance basis.

E. CONTRACT TERM

The initial contract shall be commenced on or about July 1, 2012 for a one-year period with an option to extend for up to two additional one-year terms, subject to the availability of funds, contractor's continuing compliance with applicable Federal, State, and local government legislation, and an evaluation of contractor's performance.

F. PRELIMINARY SCHEDULE

<u>Event</u>	<u>Date</u>
Request for Proposals Released	December 30, 2011
Pre-Proposal Conference	January 13, 2012
Proposals Due	January 24, 2012
Appeals Deadline	February 14, 2012

G. RFP CONFERENCE

A Proposers' Conference (Conference) has been scheduled to answer questions about this RFP. See cover page for Conference date and location. At this Conference, City staff will review the RFP document and respond to questions regarding requirements of the RFP. City staff will not provide assistance regarding a proposer's individual project design. If MBE/WBE/OBE is required, all proposers must attend the Conference. If MBE/WBE/OBE is not required, all proposers are strongly encouraged to attend the Conference. **BRING YOUR OWN COPY OF THE RFP. NO COPIES WILL BE PROVIDED AT THE CONFERENCE.**

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. Please contact Tony Pelaez at (213) 808-8546 seventy-two (72) hours prior to the date of the conference to ensure proper accommodations.

H. TECHNICAL ASSISTANCE

With the exception of the RFP conference, all technical assistance questions must be submitted by e-mail to lahd_rfp_compliance@lacity.org or faxed to (213) 808-8818 using the attached Technical Assistance Request form (See **Attachment 4**). E-mail is the preferred way to contact City staff.

To ensure a fair and consistent distribution of information, all questions will be answered by a Question-and-Answer (Q&A) document available on the LAHD website at <http://lahd.lacity.org>. No individual answers will be given. The Q&A document will be updated on a regular basis to ensure the prompt delivery of information. If you do not have access to the Internet, the Q&A document will be available by fax or by pick-up at the address on the front cover.

I. DEADLINE FOR SUBMISSION OF PROPOSALS

The original proposal, together with five (5) complete copies, must be hand or courier-delivered in a sealed package by 3:00 p.m. PST on the deadline date on the cover of this document or delivered via U.S. Mail postmarked no later than 11:59 p.m. PST on the deadline date, to the submission address on the cover of this document.

Persons who hand-deliver proposals shall be issued a "Notice of Receipt of Proposal." The original copy of proposals submitted will be marked with a time and date stamp.

Proposers using the U.S. Mail are required to obtain a "Proof of Mailing Certificate" stamped by the Postal Service as evidence that the proposals were mailed no later than 11:59 p.m. on the deadline date.

Timely submission of proposals is the sole responsibility of the proposer. The City reserves the right to determine the timeliness of all submissions. Late proposals will not be reviewed. **All proposals hand-delivered after 3:00 p.m. PST or postmarked after 11:59 p.m. PST on the deadline date will be returned unopened to proposers.**

J. EVALUATION CRITERIA

The LAHD will review and score each complete and fully responsive proposal. Proposals shall be evaluated based on the quality of proposer responses to the RFP and reasonableness of the proposer's costs relative to other proposers and in relation to the value as compared to services proposed. Proposals shall be evaluated based on the following measures:

City of Los Angeles Housing Department
 Rent Escrow Account Program (REAP) and Utility Maintenance Program (UMP) Tenant Outreach
 Services

Area	Description	Points
1	Demonstrated a commitment to the operation and jurisdiction of the pertinent enforcement agencies.	10
2	Demonstrated a commitment to the REAP, UMP, Urgent Repair Program and the tenant outreach program goals and objectives.	10
3	Quality and creativity of outreach program concepts and strategy	30
4	Demonstrated ability to produce quality deliverables on-time and on-budget as evidenced by past performance, including experience and qualifications of project manager, key personnel, and subcontractors	30
5	Proposed budget, allocation of costs, and use of available resources to maximize the effectiveness of the property owner outreach and education program	20
	Total Points	100

All proposals will be reviewed by an evaluation team composed of panelists with particular expertise in the respective application and technical support area. Based on the needs and volume of work for the specific services, one or more proposers with the highest scores may be selected.

The Los Angeles Housing Department will negotiate with the chosen contractor(s) a fixed rate fee schedule based upon both the prices submitted in response to the RFP and the Department's own price analysis.

The City reserves the right to require a pre-award interview, site inspection and/or telephone conference call with proposers. The Los Angeles Housing Department reserves the right to select more than one contractor.

The lowest cost bidder may not be determined to be the best proposer when all factors are considered.

K. 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. Each eligible proposal shall be reviewed for costs that are reasonable, allowable, necessary, and competitive, as measured by a review of the line-item budget, and its competitive standing as compared to all other proposals.
4. At the City's sole discretion, oral interviews may be held with top scoring proposers. The results of the oral review may determine the final funding recommendations.
5. Successful proposers shall be notified in writing about funding recommendations.

L. PROPOSAL APPEAL PROCESS

1. Appeal Rights

The City will notify all proposers of the results of the proposal evaluations and of their right to file an appeal. Proposers may appeal procedural issues only.

2. Letter of Appeals

Appeals shall be hand-delivered to LAHD no later than five (5) business days of receiving notification of the results of the RFP. Applicants may file an appeal by submitting a written request and identifying the specific reason for the appeal to:

Douglas Guthrie, General Manager
Los Angeles Housing Department
c/o Contracts Management Unit
RFP Appeal – Title of RFP
1200 W. 7th Street, 9th Floor
Los Angeles, CA 90017

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

following information:

- a. The name, address and telephone number of the proposer.
- b. The name/title of RFP to which the organization responded.
- c. Detailed statement of the 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.

3. Review Panel

A panel composed of selected staff will review the appeal for this RFP. The decision of the panel will be LAHD's final recommendation.

4. 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 thereto.

III. 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

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.

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.

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

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

5. General City Reservations

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.

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.

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.

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.

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.

The City reserves the right to require a pre-award interview and/or site inspection.

The City reserves the right to waive minor defects in the proposal in accordance with the City Charter.

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 set forth herein.

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

- 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;
- use other sources of funds to fund all or portions of a proposer's proposal;
- require that a funded proposer utilize a facility designated by the City for purposes of implementing its project;
- elect to contract directly with one or more of the identified collaborators;
- require all collaborators identified in the proposal to become co-signatories to any contract with the City.

7. Standing of Proposer

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.

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.

8. Contractor Responsibility Ordinance

Every Request for Proposal, Request for Bid, Request for Qualifications or other procurement process is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, unless exempt pursuant to the provisions of the Ordinance.

This Ordinance requires that all proposers/bidders complete and return, with their response, the responsibility questionnaire included in this procurement. Failure to return the completed questionnaire may result in the proposer/bidder being deemed non-responsive.

The Ordinance also requires that if a contract is awarded pursuant to this procurement, that the contractor must update responses to the questionnaire, within thirty calendar days, after any changes to the responses previously provided if such change would affect contractor's fitness and ability to continue performing the contract.

Pursuant to the Ordinance, by executing a contract with the City, the contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. Further, the Ordinance, requires each contractor to: (1) notify the awarding authority within thirty calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor is not in compliance with Section 10.40.3 (a) of the Ordinance; and (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated Section 10.40.3 (a) of the Ordinance.

9. Proprietary Interests of the City

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.

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 therefor." Failure to include such a statement shall constitute a waiver of the proposer's right to exemption from disclosure.

In any event, all information contained in this RFP/RFQ is considered confidential and not open to the public or competing bidders until allowed by the law.

10. Discount Terms

Proposers 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 meet the discount terms.

11. Nondiscrimination, Equal Employment Practices and Affirmative Action Program

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Non-construction services to or for the City for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Bidders/Proposers shall complete and upload, the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract valued at \$1,000 or more.

Non-construction services to or for the City for which the consideration is \$100,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Bidders/Proposers shall complete and upload, the City of Los Angeles Affirmative Action Plan (four (4) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract valued at \$100,000 or more. Bidders/Proposers opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City's BAVN.

Both the Non-Discrimination/Equal Employment Practices Affidavit and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve months from the date it is first uploaded onto the City's BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

12. Equal Benefits Ordinance

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders/Proposers shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract, the value of which exceeds \$5,000. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

13. Living Wage Ordinance and Service Contractor Worker Retention Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or

receipt in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to Attachment 11 for further information regarding the requirements of the Ordinances.

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption.

14. Slavery Disclosure Ordinance

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Bidders/Proposers shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract.

Bidders/Proposers seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

15. Americans With Disabilities Act

Any contract awarded pursuant to this RFP/RFQ shall be subject to the following:

The Contractor/Consultant hereby certifies that it will comply with the Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Contractor/Consultant 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 Disabilities Act. The Contractor/Consultant will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor/Consultant, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

16. Child Support Assignment Orders

Any contract awarded pursuant to this RFP/RFQ shall be subject to the following:

This Contract is subject to Section 10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, Contractor/Consultant certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of Contractor/Consultant are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 *et seq.*; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of Contractor/Consultant to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor/Consultant to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor/Consultant under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by City. Any subcontract entered into by the Contractor/Consultant relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Contractor/Consultant to obtain compliance of its subcontractors shall constitute a default by the Contractor/Consultant under the terms of this contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by the City.

Contractor/Consultant shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor/Consultant assures 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 subdivision (1) of the Public Contract Code 7110.

17. First Source Hiring Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which is in excess of \$25,000 and a contract term of at least three (3) months, and certain

recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to Attachment 9, "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

The Anticipated Job Opportunities Form (FSHO-1) and Subcontractor Information Form (FSHO-2) contained in the Attachment/Appendix shall only be required of the Bidder/Proposer that is selected for award of a contract.

18. Contract Solicitations Under Charter Section 470(c)(12)

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 55 (provided in Attachment 3) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

B. STATEMENTS REQUIRED WITH PROPOSAL (Upload online)

1. Nondiscrimination, Equal Employment Practices and Affirmative Action Program

Non-construction services to or for the City for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Bidders/Proposers shall complete and upload, the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) available on the City of Los

Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract valued at \$1,000 or more.

2. Equal Benefits Ordinance

All Bidders/Proposers shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract, the value of which exceeds \$5,000.

3. Slavery Disclosure Ordinance

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Bidders/Proposers shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract.

Bidders/Proposers seeking a waiver from the requirements of the SDO shall refer to Attachment/Appendix _ or visit the Bureau of Contract Administration's web site at www.bca.lacity.org and download the form. The SDO Exemption Form (OCC/SDO-2) must be returned with the bid/proposal.

C. STATEMENTS REQUIRED WITH PROPOSAL (See Attachments)

1. Bidder Certification CEC Form 50

All proposers must submit a completed Bidder Certification CEC Form 50. Please review the following link for more information on the City's Municipal Lobbying Ordinance: http://ethics.lacity.org/PDF/laws/law_mlo.pdf (See **Attachment 2** for Bidder Certification CEC Form 50).

NOTE: Failure to submit this completed CEC Form 50 will result in the proposer being deemed non-responsive and the proposal will be rejected.

2. Bidder Certification Form CEC 55

Bidders must submit a CEC Form 55 (provided in **Attachment 3**) to the awarding authority at the same time the response is submitted. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Additional information regarding these restrictions and

requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

3. Proposer Workforce Information/Non-Collusion Statement

Proposers shall submit with their proposal a statement indicating their headquarters address, as well as the percentage of their workforce residing in the City of Los Angeles. Proposer shall also submit the Non-Collusion Statement. (See **Attachment 5: Proposer's Workforce Information/Non-Collusion Statement**.)

4. Collaborator Agreements

Proposals shall include completed forms from each organization intending to formally collaborate with the proposers (See **Attachment 6: Business Services Implementation Plan Collaborator Agreements**).

5. Contractor Responsibility Ordinance (CRO) Questionnaire

All proposers shall submit a completed CRO Questionnaire signed under penalty of perjury with their proposal (See **Attachment 7: City of Los Angeles Responsibility Questionnaire**). If a proposer will have subcontractors in the project, a list of the subcontractors must also be submitted with the proposal.

6. Business Inclusion Outreach Program and MBE/WBE/OBE Outreach

All Bidders/Proposers shall submit proof of registration and account activation in the Los Angeles Business Assistance Virtual Network (LABAVN) (Website: www.labavn.org) [See **Attachment 8**]; if applicable, identify the organization's certification in any of the following categories: Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Other Business Enterprise (OBE), Small Business Enterprise (SBE), Emerging Business Enterprise and Disabled Veteran Business Enterprise; identify sub-contracting opportunities and comply with the City's Business Inclusion Outreach program.

D. CONTRACT EXECUTION REQUIREMENTS

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 upon request. The agreement with the selected proposer(s) will be on a to-be-negotiated fee-for-performance basis.

1. Nonprofit Status Documentation 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) organization or other evidence of its tax exempt status from the IRS.

2. 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.

3. Secretary of State Documentation

All contractors are required to submit one copy of their Articles of Incorporation, partnership, or other business organizational documents (as appropriate) filed with the Secretary of the State. Organizations must be in good standing and authorized to do business in California.

4. 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 By-Laws, a current list of its Board of Directors, and a Resolution of Executorial Authority with a Signature Specimen.

5. City Business License Number

All contractors are required to submit one copy of their City of Los Angeles Business License, Tax Registration Certificate or Vendor Registration Number. To obtain a Business Tax Registration Certificate (BTRC) call the Office of Finance at (213) 473-5901 and pay the respective business taxes. The address is as follows: City of Los Angeles, City Hall, Room 101, Office of Finance, Tax and Permit Division, 201 North Main Street, Los Angeles, CA 90012.

6. Proof of IRS Number (W-9)

All contractors are required to complete and submit Proof of IRS Number (W-9) Form.

7. 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 City Clerk.

8. Certifications

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

- a. A Certificate 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 effects the accuracy of the information contained in any previously filed Disclosure Form, occurs
- c. A Certificate Regarding Drug-Free Workplace Requirements, if applicable.
- d. A Certificate Regarding Compliance with the Service Contract Worker Retention Ordinance and the Living Wage Ordinance of the City of Los Angeles, if applicable.
- e. A Certification of Compliance with Equal Benefits Ordinance/Reasonable Measures Proposal for Equal Benefits Ordinance, if applicable.
- f. An affidavit regarding Slavery Disclosure Ordinance requirement, if applicable.

9. Affirmative Action Plan

All contractors who are awarded contracts in excess of \$5,000 are required to comply with the City's Affirmative Action Policies and must submit an Affirmative Action Plan.

10. Collaboration

The City may, at its discretion, require two or more proposers to collaborate as a condition to contract execution.

E. CONTRACTOR EVALUATION

At the end of the contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise of personnel that the Contractor assigns to the contract. A copy of the Contractor Evaluation Form is available upon request. The Contractor will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other contracts.

IV. PROPOSAL PACKAGE

A. GENERAL PREPARATION GUIDELINES

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

1. The proposal must be submitted in the legal name of the firm or corporation and the corporate seal must be embossed on the original proposal. An authorized representative of the proposer organization who has legal authority to bind the organization in contract with the City must sign the proposal.
2. Proposers must submit one original and five (5) stapled copies. 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. ___." Staple all pages firmly in the upper left-hand corner. **Specialized coverings, paper clips, or other removable fasteners are not acceptable.**
3. 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 **one (1) calendar week** after the proposal submission deadline.
 - identify the individual or firm, which 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.
4. Proposals must be submitted in the English language. Numerical data must be in the English measurement system; costs must be in United States dollars.

5. Narratives are limited to the number of pages indicated and must follow these standards:
 - Font size – 12 points
 - Margins – At least 1 inch on all sides
 - Line spacing – Single-spaced
 - Single-sided, plain white paper

Pages in excess of the stated limits will not be read and will not be considered in scoring.

6. Each page of the proposal, including attachments, must be numbered sequentially at the bottom of the page to indicate Page ___ of ___.
7. Please use the indicative mood (will, shall, etc.) in narratives rather than the subjective (would, should, etc.) so that proposals can be easily converted to contract form.
8. The Proposal Checklist lists all narratives, attachments and certifications that must be included in the proposal. In assembling the completed proposal, please insert the attachments and certifications where they are indicated in the Proposal Checklist. The Proposal Checklist will serve as your Table of Contents (See **Attachment 1**).
9. Answers should be as concise as possible while providing all the information requested.
10. In completing the narratives and attachments, including the budget, please include and clearly identify the services to be provided by and the demonstrated ability of subcontractors, if any.

B. NARRATIVES

Narrative 1 – Demonstrated Ability – limit to 5 pages

Respond to the following questions to describe your qualifications and capability to provide the services solicited. (You do not need to answer questions individually.) Use concrete language and quantifiable measurements whenever possible.

- a) Summarize your organization's qualifications that make you the best qualified to successfully advance the goals of the REAP and UMP Outreach Program.
- b) State your philosophy and approach to landlord/tenant outreach as well as your competitive strengths as they relate to this RFP.
- c) Identify the specific individuals who will be working on the project. Include team member biographies, client references, and a description of sub-

- contractors. Substitution of personnel or subcontractors during the contract will be allowed only if approved by the Housing Department.
- d) Describe up to three projects or campaigns created or implemented by your organization that indicate a capacity to advance the goals of this RFP. Please focus your descriptions on relevant experience. Please quantify the results.
 - e) Please disclose if your organization (or any of your partners or subcontractors) has been terminated from a project during the past two years. If so, please provide an explanation for the termination as well as a contact at the client organization or agency.

Narrative 2 – Project Concept and Design – limit to 8 pages

Respond to the following questions to explain the activities you will undertake and describe the deliverables you will produce in order to address the Scope of Work. (You do not need to answer questions individually.) Use concrete language and quantifiable measurements whenever possible.

- a) Describe what strategies your organization proposes for landlord/tenant outreach and education about the Rent Escrow Account Program. You must demonstrate how your proposed strategies will maximize tenant participation in the Rent Escrow Account Program. Submit a Proposed Work Plan to further articulate your project concept and design.
- b) Describe the various printed and presentation-style reports you intend to produce and explain how each is suitable for the REAP and UMP Outreach Program.

Narrative 3 – Proposed Fee Schedule and Allocation of Costs – limit to 2 pages

Prepare a detailed budget identifying costs related to your proposal.

Narrative 4 – Additional Information (optional) – limit to 2 pages

If certain RFP requirements are not being addressed, explain why. Present any critical information that has not been requested by the RFP.

C. DOCUMENTS TO BE COMPLETED

Proposers must complete and submit all of the Attachments and Certification forms listed. **Do not assume that any document is not applicable.** Use the Proposal Checklist as a guide.

Attachment 1 lists the documents that must be submitted with Statement of Qualifications. These documents do not count toward the page submission limit. Failure to submit these documents may result in the rejection of the application as non-responsive.

Section III, sub section C. Contract Execution Requirements lists the conditions to the RFP that will be required by all individuals and firms at the time of contract negotiations. The documents and certifications listed in the section do not have to be completed unless and until a contract is negotiated.

D. PROPOSAL CHECKLIST

The **Proposal Checklist (Attachment 1)** is to serve as the Table of Contents for your proposal and as guide for all documents, which must be submitted with the RFP. It lists all Narratives, Attachments, and Certifications (if applicable) that must be included in the proposal. Do not assume that any document is not applicable. Indicate in the Page Number column where the information can be found in your proposal. In assembling the complete proposal, please insert the Attachments where they are indicated in the Proposal Checklist.

ATTACHMENT 1

PROPOSAL CHECKLIST

Follow this sequence in presenting your proposal with the checklist serving as the Table of Contents.

REQUEST FOR PROPOSALS (RFP)

Rent Escrow Account Program (REAP) and Utility Maintenance Program (UMP) Tenant Outreach Services

TABLE OF CONTENTS

Proposals must be ordered as indicated on this form.

DOCUMENT	Page Number
Proposal Checklist (Table of Contents)	
Cover Letter	
APPLICANT FORMS	
Narrative 1 – Demonstrated Ability	
Narrative 2 – Project Concept and Design	
Narrative 3 – Proposed Fee Schedule and Allocation of Costs	
Narrative 4 – Additional Information (optional)	
Proposed Work Plan	
ATTACHMENTS	
Attachment 2 - Bidder Certification CEC Form 50	
Attachment 3 – Bidder Certification CEC Form 55	
Attachment 4 – Technical Assistance Request Form	
Attachment 5 - Proposer Workforce Information/Non-Collusion Statement	
Attachment 6 - Business Services Implementation Plan Collaborator Agreements	
Attachment 7 – City of Los Angeles Contractor Responsibility Questionnaire	
Attachment 8 – City of Los Angeles Business Inclusion Program	

ATTACHMENT 2



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

**Bidder Certification
 CEC Form 50**

Bid/Contract Number:	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(i) [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(j)(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.

Date: _____ Signature: _____

Name: _____

Title: _____

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

City of Los Angeles Housing Department
Rent Escrow Account Program (REAP) and Utility Maintenance Program (UMP) Tenant Outreach
Services

Los Angeles Administrative Code § 10.40.1(h)


- (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)

- (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 sublicenses;
 - (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.

ATTACHMENT 3

	City Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 Mail Stop 129 (213) 978-1960	<h2 style="margin: 0;">Bidder Contributions</h2> <h3 style="margin: 0;">CEC Form 55</h3>
ALL BOXES MUST BE COMPLETED		
Bid/Contract Number: _____	Date Bid Submitted: _____	
Description of Contract: _____		
Department: _____		
BIDDER		
Name: _____		
Address: _____		
Email (optional): _____ Phone: _____		
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 or are authorized by the bid or proposal to represent the bidder before the City.		
Name: _____	Title: _____	
Name: _____	Title: _____	
Name: _____	Title: _____	
Name: _____	Title: _____	
Name: _____	Title: _____	
<input type="checkbox"/> _____ additional sheets are attached. <input type="checkbox"/> Bidder is an individual with no principals.		
SUBCONTRACTORS		
Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary).		
Subcontractor: _____		
Subcontractor: _____		
Subcontractor: _____		
Subcontractor: _____		
<input type="checkbox"/> _____ additional sheets are attached. <input type="checkbox"/> 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
 Mail 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 1 (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 or are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Of the subcontractors identified on page 1, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____

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 will notify my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify that the information provided above is true and complete. I understand that I must amend this form within five business days if the information above changes.

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.

ATTACHMENT 5

PROPOSER WORKFORCE INFORMATION / NON-COMPLIANCE STATEMENT

A. General Information

Proposer's Name (legal name of entity) _____

Headquarters of Firm: _____

Street Address: _____

City: _____ State _____ Zip Code: _____

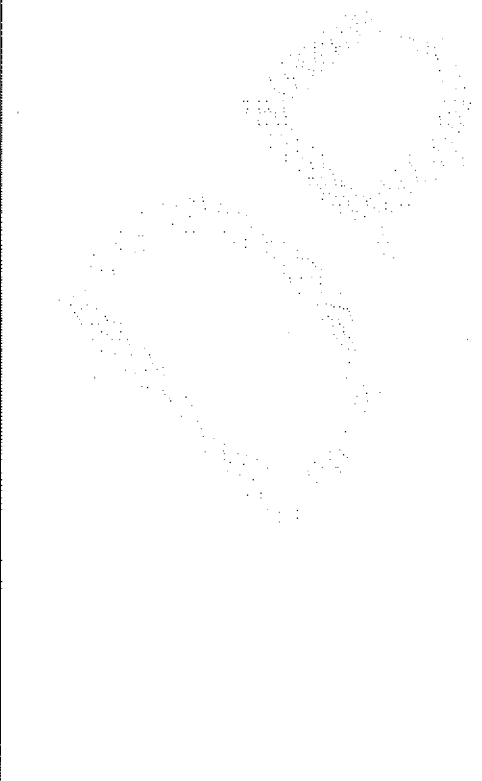
Contact Person: _____ Email _____

Telephone: _____ Fax: _____

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

Total Number of Employees: _____

Percentage of Employees Residing in the City of Los Angeles: _____

	<p>The 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 no 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 and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.</p>
	<p>To my knowledge, this proposal does not duplicate facilities or services available in the area that are funded by other sources of funds.</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>
	_____ AUTHORIZED SIGNATURE & DATE
	_____ PRINT NAME & TITLE

ATTACHMENT 6

**REQUEST FOR PROPOSALS
 BUSINESS SERVICES IMPLEMENTATION PLAN
 COLLABORATOR AGREEMENTS**

This sheet must be completed by each Collaborating Agency. Please make copies as needed. The signature page must be signed by the authorized representative and embossed with the corporate seal, if applicable, of each Lead Agency and Collaborator. Mark Box if **NOT** applicable.

On behalf of my organization, I acknowledge our intent to formally collaborate with the Proposer (Lead Agency) in providing tenant relocation assistance services for the City of Los Angeles. I have read the proposal and it accurately reflects my organization's proposed role and commitment. The amount of the proposed subcontract is \$ _____							
Legal Name of Lead Agency _____							
Address of Lead Agency _____							
Affix Corporate Seal	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-top: 1px solid black; width: 70%;">Authorized Signature for Lead Agency</td> <td style="border-top: 1px solid black; width: 30%;">Date</td> </tr> <tr> <td colspan="2" style="border-top: 1px solid black;">Name and Position of Authorized Signatory</td> </tr> <tr> <td style="border-top: 1px solid black;">Telephone No.</td> <td style="border-top: 1px solid black;">E-mail</td> </tr> </table>	Authorized Signature for Lead Agency	Date	Name and Position of Authorized Signatory		Telephone No.	E-mail
Authorized Signature for Lead Agency	Date						
Name and Position of Authorized Signatory							
Telephone No.	E-mail						
Legal Name of Collaborator _____							
Address of Collaborator _____							
Affix Corporate Seal	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-top: 1px solid black; width: 70%;">Authorized Signature for Collaborator</td> <td style="border-top: 1px solid black; width: 30%;">Date</td> </tr> <tr> <td colspan="2" style="border-top: 1px solid black;">Name and Position of Authorized Signatory</td> </tr> <tr> <td style="border-top: 1px solid black;">Telephone No.</td> <td style="border-top: 1px solid black;">E-mail</td> </tr> </table>	Authorized Signature for Collaborator	Date	Name and Position of Authorized Signatory		Telephone No.	E-mail
Authorized Signature for Collaborator	Date						
Name and Position of Authorized Signatory							
Telephone No.	E-mail						

ATTACHMENT 7

SERVICE

**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: _____

SERVICE

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.

ATTACHMENT 8

**CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)
FOR A REQUEST FOR PROPOSAL (RFP)**

Performance of a BIP outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), www.labavn.org.

All BIP outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline.

The LOS ANGELES HOUSING DEPARTMENT anticipated levels of

MBE Participation:	<u>18</u> %
WBE Participation:	<u>4</u> %
SBE Participation:	<u> </u> %
EBE Participation:	<u> </u> %
DVBE Participation:	<u> </u> %

NOTE: BIP outreach information and/or assistance may be obtained in your LAHD RFP Contact Information Sheet.

**CITY OF LOS ANGELES' POLICY
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)**

SUMMARY

This policy sets forth the City of Los Angeles' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate an outreach on the BAVN to comply with the indicators will render the bid non-responsive.

A. GENERAL

This policy statement explains how the City's BIP will be administered within the Awarding Authority for personal services contracts. The Awarding Authority is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. The BIP is set forth in this policy Statement. Respondents to the Awarding Authority shall be fully informed concerning the requirements of this Program. Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.

B. DEFINITIONS

1. 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, 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 does 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. 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-connected disability of at least 10% or more; and the veteran must reside in California.
8. Certification must be current on the date the Awarding Authority awards a contract for the project if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
 - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract

Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council (SCMBDC) for MBE certifications only; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

1. City of Los Angeles

Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684 FAX: (213) 847-2777
Internet address: <http://www.lacity.org/BCA>

2. CalTrans

Caltrans Division of Procurement and Contracts/Material and Distribution
Branch/Publication Unit
1900 Royal Oaks Drive, Sacramento, CA 95815
To order a directory, call (916) 445-3520
Internet address: <http://www.dot.ca.gov/hq/bep/>

3. Los Angeles County Metropolitan Transportation Authority

Equal Opportunity Department
1 Gateway Plaza, Los Angeles, CA 90012
Telephone: (213) 922-2600 FAX: (213) 922-7660
Internet address: <http://www.mta.net>

4. Southern California Minority Business Development Council, Inc. (for a fee)

800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960 Fax: (213) 689-1707
Internet address: <http://www.scmbdc.org>

- b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE or EBE certification criteria. Note: The State of California does not offer EBE certifications. For the purposes of this program, the State's microbusiness certification will be considered synonymous with the City's EBE certification.

- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Office of Small Business & Disabled Veterans Business Enterprise Services.
9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.

15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.

- a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the Awarding Authority awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
- b. Work performed by a prime consultant will not be considered for credit in computing any pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation for this project. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated participation levels through subconsulting or materials and supplies acquisition.
- c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

C. BIP OUTREACH DOCUMENTATION

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 while minimizing the administrative impact on city staff and RFP respondents alike, the Mayor's Office has developed a 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. A respondent'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 (BAVN). The BAVN can be accessed by going to the City's Webpage (<http://www.lacity.org>) and linking onto "Bids, RFPs & Grants" or directly at 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 RFP response 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.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at support@labavn.org.
2. Email [Kim.Ly@Lacity.org].
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call [Kim Ly at(213) 808-8493].

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

Each indicator (2-6) is evaluated on a pass/fail basis. All indicators (2-6) 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 MBE/WBE PARTICIPATION

The proposer has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs

which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth on Page 1 herein and to have the proposer meet the subconsulting expectations for the project.

2. ATTENDED PRE-BID MEETING

The proposer attended the pre-proposal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement may be waived if the proposer certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

Required Documentation: An employee of the proposer's company must attend the pre-submittal meeting scheduled for this 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 for the project 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.

Note: If the 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 SUBCONSULTANTS

The proposer has identified the minimum number, as determined by the Awarding Authority, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

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

Note: City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

4. WRITTEN NOTICES TO SUBCONSULTANTS

All notifications must be provided utilizing BAVN, and made not less than fifteen (15) calendar days prior to the date the Prime 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 items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN's BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the proposer is aware of a potential subconsultant that is not currently registered on the BAVN, it is the proposer's responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their outreach. Letters must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number. 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 item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subcontractors 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 RFP response being deemed non-responsive.

Note: Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the BAVN's notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet.

Proposers will be given an 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 subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline. **Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.**

5. PLANS, SPECIFICATIONS AND REQUIREMENTS

The proposer provided interested potential subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

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

Note: For purposes of RFPs, making a copy of the RFP available to potential subconsultants will meet this requirement. At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are **less than fifteen (15) calendar days prior to the RFP response submittal deadline**. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

6. NEGOTIATED IN GOOD FAITH

The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated 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 Subcontractor, as determined by the Awarding Authority. The proposer must submit a list of all subcontractors 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 subcontractor using BAVN.

Required Documentation:

1. Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
2. An online Summary Sheet organized by work area, listing the following:
 - 1)The responses and/or bids received;
 - 2)The name of the subconsultant who submitted the bid/quote;
 - 3)A brief reason given for selection/non-selection as a subconsultant;
3. 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 subconsultant, 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 subconsultant listed on the online Summary Sheet, including those listed on the proposer's Schedule A. **All potential subcontractors with whom the bidder has had contact outside of the BAVN must be documented on the online Summary Sheet.**

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

Note: Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their summary sheet on the BAVN's BIP Outreach summary sheet function after 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFP submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

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 BAVN's BIP Outreach system.

Note: At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers will be given an 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 subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the BAVN'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.

D. AWARD OF CONTRACT

The Awarding Authority reserves the right to reject any and all 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 Business Inclusion Program 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 subconsultants' participation was made is a condition for eligibility for award of the contract.

In the event that the Awarding Authority considers awarding away from a proposer because of the proposer's failure to supply adequate BIP Outreach documentation, the Awarding Authority shall afford the proposer an opportunity to present further evidence to the Awarding Authority prior to a public hearing of the proposer's BIP Outreach evaluation.

E. SUBCONSULTANT SUBSTITUTION

In addition to the requirements set forth in the provisions pertaining to the listing of subconsultants, the following shall apply for the purpose of this program:

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
 - a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
 - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
 - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
 1. Name of company contacted; contact person and telephone number; date and time of contact.
 2. Response for each item of work which was solicited, including dollar amounts.
 3. Reason for selection or rejection of sub-bid prospect.
 4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects for each trade, the Consultant should contact the Office of Contract Compliance at (213) 847-2684 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.

5. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
 - a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
 - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
 - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

F. SUB-AGREEMENT FALSIFICATION

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

G. SUBMITTAL DOCUMENTS

1. MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors 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 project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the contract.

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

The Awarding Authority which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

I. AWARD OF CONTRACT

Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 371.

**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-top: 1px solid black; margin-bottom: 10px; text-align: center;">Signature of Person Completing this Form</div> <div style="border-top: 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; margin-top: 10px;"> 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.
---------------	--------------

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	Printed Name of Person Completing this Form: _____ Title: _____ Date: _____	
TOTAL MBE PARTICIPATION	\$	%		
TOTAL WBE PARTICIPATION	\$	%		
TOTAL SBE PARTICIPATION	\$	%		
TOTAL EBE PARTICIPATION	\$	%		
TOTAL DVBE PARTICIPATION	\$	%		
TOTAL OBE PARTICIPATION	\$	%		

**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

The Mayor's Office Executive Directive No. 14 - Business Inclusion Program ensures all businesses, including job-creating small businesses, have an equal opportunity to do business with the City and leverages the power of the internet and an existing internet-accessible City resource – the Los Angeles Business Assistance Virtual Network (BAVN) – to connect City contracting opportunities to more businesses.

Under the directive, each firm will be given the opportunity to identify itself among three additional categories of business besides Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs) and all Other Business Enterprises (OBEs): (1) a certified Small Business Enterprise (SBE) (2) Emerging Business Enterprise (EBE), which is an especially small business (3) a certified Disabled Veteran-Business Enterprise (DVBE).

The form below must be completed, signed and affixed to the bidder's copy of its registration and account activation in the LA BAVN.



LABAVN CERTIFICATION

The Proposer has visited, registered and activated an account with the Los Angeles Business Assistance Virtual Network (www.labavn.org). Attached is a copy (email response from BAVN) of the registration and activated account.

Choose a category that best describes your company (check all that applies):

MBE WBE OBE SBE EBE DVBE Not Applicable

Proposer's Name _____

Authorized Signature & Date _____

Print Name and Title _____


RFP/Q Title _____

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ATTACHMENT 9 FIRST SOURCE HIRING ORDINANCE (FORMS 1 and 2)

FIRST SOURCE HIRING ORDINANCE (FSHO)			FORM: FSHO-1	
Anticipated Employment Opportunities		CITY OF LOS ANGELES		
<p>SUBCONTRACTORS: Please fill this form and your own FSHO-2 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.</p> <p>PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.</p>				
SECTION I. CONTRACTOR INFORMATION				
Name of Contractor: _____		Contractor Phone#: _____		
Designated Contractor Contact Person: _____		Email: _____		
Street Address: _____		BAVN Company ID: _____		
City: _____	State: _____	Zip: _____	Federal ID (FEIN): _____	
1. I am completing this form as a: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor Go to Question 2.	2. How many total employees currently work for your company? _____ Go to Question 3.	3. How many employees will be working directly for the City contract? _____ Go to Question 4.	4. Do you anticipate any job openings as a result of this City contract? <input type="checkbox"/> YES – Go to Question 5. <input type="checkbox"/> NO – Go to Section III.	
5. How many different job classifications do you anticipate as a result of this contract? _____		Go to Section II.		
SECTION II. ANTICIPATED EMPLOYMENT OPPORTUNITIES INFORMATION				
For every job classification counted in Section I, Question 5, please indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and detail.				
Job #1	Job Classification: _____ Job Description: _____	Anticipated # of Job Openings: _____		
Job #2	Job Classification: _____ Job Description: _____	Anticipated # of Job Openings: _____		
Job #3	Job Classification: _____ Job Description: _____	Anticipated # of Job Openings: _____		
SECTION III. CONTRACTOR SIGNATURE (To be completed and signed by contractor)				
I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.				
Executed this _____ day of _____, 20____, at _____ (City) _____ (State)				
Signature of Contractor _____		Print Name/Title _____		
SECTION IV. AWARDING DEPARTMENT INFORMATION (To be completed by Awarding Department)				
Dept: _____	Contact Person: _____	Phone#: _____	Email: _____	
BAVN ID: _____		Project Title (as listed in bid): _____		
Contract Start Date: _____		Contract End Date: _____		Contract Amount: _____

FIRST SOURCE HIRING ORDINANCE (FSHO)		FORM: FSHO-2
Subcontractor Information Form		CITY OF LOS ANGELES
<p>SUBCONTRACTORS: Please complete this form and attach your FSHO-1 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also complete an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.</p> <p>PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.</p>		
SECTION I. CONTRACTOR INFORMATION		
Name of Contractor: _____		Contractor Phone#: _____
Designated Contractor Contact Person: _____		Email: _____
Street Address: _____		BAVN Company ID: _____
City: _____	State: _____	Zip: _____
		Federal ID (FEIN)#: _____
1. I am completing this form as a: <input type="checkbox"/> Prime Contractor Go to Question 3. <input type="checkbox"/> Subcontractor Go to Question 2.	2. Are you a 1 st Tier, 2 nd Tier, 3 rd Tier, or Other Tier Subcontractor? <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> Other _____ Go to Question 3.	3. Do you have Subcontractors who will be working with you on the contract? <input type="checkbox"/> YES – Go to Question 4. <input type="checkbox"/> NO – Go to Section III.
4. How many Subcontractors will be working with you on the contract? _____ Go to Section II.		
SECTION II. SUBCONTRACTOR INFORMATION		
For every subcontractor counted in Section I, Question 4, please indicate the name and contact information for each.		
Sub #1	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #2	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #3	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #4	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #5	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #6	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #7	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
SECTION III. CONTRACTOR SIGNATURE (To be completed & signed by contractor)		
I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.		
Executed this _____ day of _____, 20____, at _____ (City) _____ (State)		
Signature of Contractor _____		Print Name/Title _____
SECTION IV. AWARDING DEPARTMENT INFORMATION (To be completed by Awarding Department)		
Dept: _____	Contact Person: _____	Phone#: _____
		Email: _____
BAVN ID: _____ Project Title (as listed in bid): _____		
Contract Start Date: _____	Contract End Date: _____	Contract Amount: _____

ATTACHMENT 10

CITY OF LOS ANGELES

LIVING WAGE ORDINANCE

(Los Angeles Administrative Code Section 10.37 et seq.)

1. What is the Living Wage Ordinance?

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum "living wage" and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the "living wage" rate. The "living wage" is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at www.lacity.org/bca/OCCmain.html.
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

2. When was the Ordinance adopted?

The LWO was adopted in May, 1997 and amended in January, 1999.

3. What types of agreements are subject to the Ordinance?

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over \$25,000.00 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

4. Is an agreement subject to the LWO if it was entered into before May, 1997?

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

6. Are all employees covered by the Ordinance?

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7. Are an employer's subcontractors subject to the requirements of the Ordinance?

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

8. What happens if an employer is found to be in violation of the Ordinance?

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to one hundred dollars (\$100.00) for each day the violation remains uncorrected.

9. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

10. What can an employee do if an employer is in violation of the Ordinance?

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

11. Are there any exemptions available under the Ordinance?

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$454, 016 (effective July 1, 2010). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

12. Who is responsible for the administration and enforcement of the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2825, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC),
 2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
 3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
1. The following exemptions do not require OCC approval or any Contractor Certification: Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
 - b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
 - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
 - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
 - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
 - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
 - (2) The assistance is not for economic development or job growth.
 - f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
2. The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13). No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.
- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)).** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under.") A copy of the IRS 501(c)(3) Exemption Letter will be required.
 - b. **One-person contractors with no employees (LAAC 10.37.1(f)).** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS (Continued)

- 3. The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12): Contractors whose employees are covered by a CBA that supersede the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.**
 - b. Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
 - c. Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(f)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$454,016 (adjusted July 1, 2010). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
 - d. City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
 - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
 - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
 - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)), REQUIRES COUNCIL APPROVAL.

LWO –DEPARTMENTAL EXEMPTION APPLICATION
EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

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.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Phone Number: _____

2. Company Address: _____

3. Are you a Subcontractor? Yes No IF YES, state the name of your Prime Contractor: _____

4. Type of Service Provided: _____

EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> 501(c)(3) Non-Profit Organizations: <ul style="list-style-type: none"> * A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. * The exemption is valid for all employees except Child Care Workers. * Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. * Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." * This is read broadly so that the term would include, for example, tutors working with children 12 or under. 	<ol style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ C. MULTIPLY B by 8: \$ _____ 3. Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO 5. Fill & Submit LW-18 Subcontractor Information Form.
<input type="checkbox"/> One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

Print Name of Person Completing This Form _____ Signature of Person Completing This Form _____

Title _____ Phone # _____ 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.

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

Approved / Not Approved – Reason: _____

By Analyst: _____ Date: _____

LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION
OCC DETERMINATION/APPROVAL REQUIRED

This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

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.

CONTRACTOR INFORMATION:	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
NON-COVERAGE INFORMATION: TO BE REQUESTED BY AWARDDING DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT.	
TO BE REQUESTED BY AWARDDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply	Provide a copy of grant-funding agency's determination to the OCC.
TO BE REQUESTED BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (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.	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.
<input type="checkbox"/> Occupational license required - (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.	A listing of the employees required to possess occupational licenses to perform services to or for the City AND Copies of each of these employees' occupational licenses.
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	
Print Name of Person (Contractor) Completing This Form _____	Signature of Person (Contractor) Completing This Form _____
Title _____	Phone # _____
_____	Date _____
ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO 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 APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDDING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
OCC USE ONLY:	
Approved / Not Approved - Reason: _____	Date: _____
By OCC Analyst: _____	_____