

TRANSMITTAL

To:

THE COUNCIL

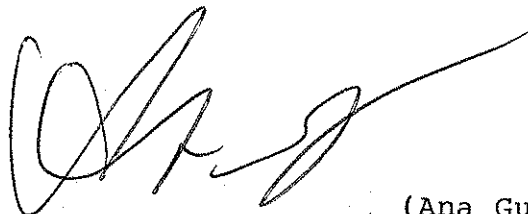
Date:

'AUG 21 2013

From:

THE MAYOR

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.



(Ana Guerrero)

ERIC GARCETTI
Mayor



Regulatory Compliance & Code Bureau
1200 West 7th Street, 8th Floor, Los Angeles, CA 90017
tel 213.808.8888 | toll-free 866.557.7368
hcidla.lacity.org



OFFICE OF THE MAYOR
RECEIVED

2013 AUG 16 AM 11:30

CITY OF LOS ANGELES

Eric Garcetti, Mayor
Mercedes M. Márquez, General Manager

August 5, 2013

Council File: New
Council Districts: Citywide
Contact Person(s):
Roberto H. Aldape (213) 808-8826
Anna Ortega (213) 808-8551
Constant Mok (213) 808-8998

The Honorable Eric Garcetti
Mayor, City of Los Angeles
200 N. Spring Street, Room 303
Los Angeles, CA 90012

Attention: Mandy Morales, Legislative Coordinator

TRANSMITTAL: REQUEST FOR AUTHORITY TO RELEASE A REQUEST FOR PROPOSALS (RFP) FOR TENANT RELOCATION ASSISTANCE SERVICES AND AUTHORITY TO EXTEND CURRENT CONTRACT FOR FOUR MONTHS TO PREVENT A BREAK IN SERVICE

SUMMARY

In view of the scarcity of affordable housing, in 2007 the City took steps to mitigate the effects of displacement on tenants evicted for no-fault reasons. Included in the City's enhanced relocation program were various amendments to the Rent Stabilization Ordinance (RSO) and the hiring of a tenant relocation contractor to assist tenants, particularly the elderly, persons with physical limitations and families with minor dependent children, in locating suitable replacement housing. Since October 2007 the Los Angeles Housing and Community Investment Department (HCIDLA) (formerly the Los Angeles Housing Department (LAHD) has been using the Request for Proposals (RFP) competitive bids process to select a qualified contractor(s) to provide relocation services for displaced tenants.

Currently, a contractor, Paragon Partners, Ltd., provides relocation assistance services for displaced tenants for an annual contract amount up to \$500,000. The relocation services provided are funded entirely by fees paid by property owners who elect to evict tenants for permissible no-fault reasons. Consequently, there is no impact to the General Fund. The current contract with the existing contractor will expire on December 31, 2013, with no further renewal option. The proposed RFP will enable the HCIDLA to continue utilizing the services of contractor(s) to provide relocation assistance services to displaced tenants as required by the Los Angeles Municipal Code sections 46.06, 46.07 and 151.09.G. In order to allow sufficient time to release the new RFP, evaluate the responses, and award the contract, the HCIDLA is requesting authorization to extend the current contract for 4 months to prevent a lapse in service mandated by the Los Angeles Municipal Code (LAMC) while the RFP process and contractor selection are completed. The extension would only extend the current contract ending date from December 31, 2013 to April 30, 2014, with no increase in the total contract amount.

In its contract review report dated May 13, 2013, the Personnel Department determined that the HCIDLA does not have the adequate staffing capacity to perform the scope of work in the RFP. In addition, even though the report identified certain City departments might have employees that could perform the work being proposed for contracting, none of the identified departments has staff available to perform the work.

The LAMC requires the relocation assistance to be provided by a Relocation Assistance Service Provider, which is defined as a company that specializes in relocation assistance and has a contract with the City for the delivery of those services. Currently, the City does not have sufficient staff, nor employees trained to provide tenant relocation assistance services. Due to the City's budgetary constraints and managed hiring process, the estimated time to hire and train qualified employees to perform these services is undetermined. Further, the relocation assistance program is funded by direct fees paid by landlords who file relocation services applications. Since the number of relocation services applications filed varies depending on landlords' business decisions and rental market conditions, the need for the relocation assistance services is intermittent and on an as-needed basis. Although the need for these mandated services will continue indefinitely, it is not feasible to hire permanent employees for this program.

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

RECOMMENDATIONS

The General Manager of the Los Angeles Housing and Community Investment Department (HCIDLA) respectfully requests that this transmittal be scheduled for consideration at next available meeting(s) of the appropriate City Council committee(s) and scheduled for consideration by the full City Council immediately thereafter.

The HCIDLA 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 the HCIDLA, or designee, to execute a contract amendment with the current Tenant Relocation Assistance Services Program contractor (contract number C-118561), extending the term of the contract from three years to three years and four months, ending on April 30, 2014.
2. AUTHORIZE the General Manager of the HCIDLA, or designee, to issue and release an RFP for a new contract(s) for tenant relocation assistance services, subject to the approval of the City Attorney as to form, to commence on or about May 1, 2014, for a one-year period with an option to extend for two additional periods of up to one year each subject to contractor performance, availability of funds, and approval by the Mayor and City Council.
3. DIRECT the General Manager of the HCIDLA, 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 Controller instructions.

BACKGROUND

Currently, there is a critically short supply of rental housing in the City of Los Angeles. Since 2001, nearly 18,000 rental housing units have been removed from the rental market through conversion to condominiums, demolitions, removals pursuant to the Ellis Act and removals of units for owner

occupancy. Tenants displaced for no-fault evictions face serious difficulties in locating comparable replacement rental housing. Estimates place the vacancy rate in the City's submarkets at below three percent. The difficulties in locating replacement housing are exacerbated for elderly tenants, those with physical limitations and families with minor dependent children.

Because the removal of units from the rental market has substantially contributed to the rental housing shortage, including a wave of condominium conversions in the early 2000's when approximately 11,000 rent-stabilized units were removed or converted in a five-year period, the City Council adopted an ordinance to mitigate the effects of displacement on tenants. Pursuant to Council File Number 06-1325 dated April 11, 2007, the City Council adopted an ordinance (Ordinance 178632, effective May 26, 2007) amending various sections of the Los Angeles Municipal Code to create an improved tenant relocation assistance program. The Ordinance significantly increased the relocation payments landlords must pay tenants in no-fault evictions pursuant to Los Angeles Municipal Code sections 46.06, 46.07 and 151.09.G to cover the first and last month's rent and the difference in rental rates for 18 months. The Ordinance also established the requirement of a relocation assistance contractor to further assist tenants in locating comparable replacement units. The Ordinance defined a relocation assistance contractor as "a company that specializes in relocation assistance and has a contract with the City for the delivery of those services". Relocation services provided are funded entirely by fees paid by property owners who elect to evict tenants for permissible no-fault reasons. Consequently, there is no impact to the General Fund. By using a City selected contractor who can provide services citywide at times convenient to tenants, including evenings and weekends, the City ensures a common reasonable standard in the relocation services provided to each tenant.

In 2007, the City Council instructed the LAHD to immediately prepare an RFP to solicit and retain qualified contractors for the Relocation Assistance Provider Program (Council File Number 06-1325-S1 dated April 11, 2007). On October 23, 2007, the LAHD negotiated and executed a contract with Paragon Partners, Ltd. to provide tenant relocation assistance services, with particular emphasis on seniors, tenants with disabilities, and families with minor dependent children. In 2011, a new contract for a one year term, renewable for two additional one year terms, was awarded to Paragon Partners through another RFP competitive bids process (Council File Number 10-1013 dated July 13, 2010). During the period from October 2007 to June 2013, Paragon Partners provided assistance to 2,049 households, including 1,147 households with senior citizen(s), minor dependent(s), person(s) with disabilities, or low income households. Through this program, from 2007-2013, relocation assistance totaling over \$24,000,000.00 was obtained for tenants facing no-fault evictions.

The current contract with Paragon Partners will expire on December 31, 2013, with no further renewal option. The HCIDLA, therefore, is requesting authorization to issue and release an RFP to solicit contractors qualified to perform the required relocation assistance services. The proposed RFP will enable the HCIDLA to continue utilizing the services of contractor(s) to provide relocation assistance services to tenants displaced through no-fault evictions in a difficult housing market.

Additionally, the HCIDLA is requesting authorization to extend the current contract for 4 months while the RFP and contractor selection processes are completed. The extension of the existing contract will allow sufficient time to release the new RFP, evaluate the responses, and award the contract without a lapse in service as mandated by the Los Angeles Municipal Code.

REQUEST FOR PROPOSAL (RFP) PROCESS

This RFP will solicit qualified firm(s) to provide tenant relocation assistance services to mitigate the effects of displacement on tenants evicted for no-fault reasons. The Department proposes to execute a new contract(s) with one or more firms to commence on or about May 1, 2014 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, available funding and approval by the Mayor and City Council.

Applicants for the Tenant Relocation Assistance Services program contract must satisfy the following conditions:

1. Must be qualified to conduct business in the State of California and in good standing with any regulatory oversight agencies.
2. If a corporation or limited liability company, the proposer must be in good standing with the Secretary of State.
3. Have not been determined to be non-responsible or been debarred by the City pursuant to the Contractor Responsibility Ordinance.
4. Have not been debarred by the federal government, State of California or local government.
5. 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.
6. Have at least three (3) years experience performing housing relocation and referral services for low and moderate income tenants (as individuals or in groups), and knowledge of landlord/tenant laws.
7. Have the ability to operate the relocation assistance service program immediately upon contract execution.
8. Be able to offer services in both English and Spanish, at minimum, and arrange translation services for other languages as needed.
9. It is desirable for all proposers to have conflict resolution experience between landlords and tenants to resolve disputes while remaining as neutral as possible.
10. It is desirable that the proposer has experience in working with public service organizations.

All applications will be reviewed by an evaluation team composed 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	Experience and Demonstrated Ability - Experience and qualifications of project manager, key personnel, and subcontractors	35
2	Program Strategies, Procedures, and Resources - Quality and creativity of housing referral and tenant relocation strategies as evidenced by past performance, and use of available resources and/or network to maximize the effectiveness of the Tenant Relocation Assistance Services Program	35
3	Understanding of the goals and objectives of the Tenant Relocation Assistance Services Program, as well as understanding of the Rent Stabilization Ordinance and relevant Los Angeles Administrative Code Sections	20
4	Proposed fee schedule and allocation of costs	10
	Total Points	100

The City will notify all applicants of the results of the proposal evaluations. Applicants may appeal procedural issues only by submitting a letter to the HCIDLA within five working days of receiving notification. A panel composed of selected City staff and/or industry experts will review the appeal for this RFP. The decision of the panel will be the HCIDLA's final recommendation.

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 STATEMENT

There is no impact to the General Fund. The Tenant Relocation Assistance Services contract is supported entirely by fees paid by landlords removing units from the rental market for permissible no-fault reasons.

Prepared by:



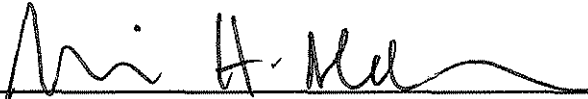
CONSTANT MOK
Senior Management Analyst I
Rent Stabilization Division

Reviewed by:



ANNA ORTEGA
Director of Enforcement Operations
Rent Stabilization Division

Reviewed by:



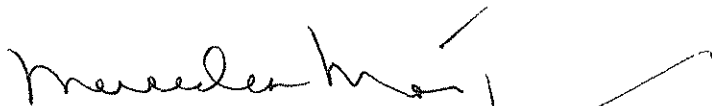
ROBERTO H. ALDAPE
Assistant General Manager
Los Angeles Housing and Community Investment Department

Approved by:



RUSHMORE D. CERVANTES
Executive Officer
Los Angeles Housing and Community Investment Department

Approved by:



MERCEDES M. MÁRQUEZ
General Manager
Los Angeles Housing and Community Investment Department

Attachments

Draft Third Contract Amendment for Contract # C-118561

THIRD AMENDMENT
TO AGREEMENT NUMBER C-118561 OF CITY CONTRACT
BETWEEN
THE CITY OF LOS ANGELES AND
PARAGON PARTNERS LTD.
RELATING TO
A PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT to Agreement Number C-118561 is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter referred to as the City, and Paragon Partners, Ltd., a California corporation, hereinafter referred to as the Contractor, organized and existing under the laws of the State of California.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an agreement wherein the Contractor shall provide certain services, said agreement effective January 1, 2011, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, §505 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor are desirous of amending the Agreement as authorized by the City Council and the Mayor (refer to Council File Number XXXXXXXX dated XXXXXXXXXXXX, 2013, concurred by the Mayor on XXXXXXXXXXXX, 2013), which authorized the General Manager or designee thereof, of the Los Angeles Housing and Community Investment Department to prepare and execute an amendment to the Agreement for the purpose of: (a) extending the term of the Agreement for an additional four (4) months for a new ending date of April 30, 2014, and (b) making other changes as required in connection with the foregoing, all as detailed elsewhere in the Amendment; and

WHEREAS, this Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement;

NOW, THEREFORE, the City and the Contractor agree that the Agreement be amended, effective January 1, 2014, as follows:

AMENDMENT

- §1. Amend Section 201, Time of Performance, by deleting the ending date of December 31, 2013 and replacing with the ending date of April 30, 2014. This revision adds four (4) months to the term of this Agreement, for a total term of forty (40) months.
- §2. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.
- §3. This Amendment is executed in four (4) duplicate originals, each of which is deemed to be an original. This Amendment includes two (2) pages, which constitute the entire understanding and agreement between the parties.

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

Michael N. Feuer
City Attorney

Executed this ____ day of _____ 2013

By _____
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

MERCEDES M. MÁRQUEZ
General Manager
Los Angeles Housing and Community
Investment Department

Date _____

ATTEST:
HOLLY L. WOLCOTT, Interim City Clerk

By _____

Title _____

By _____
Deputy City Clerk

Executed this ____ day of _____ 2013

For: PARAGON PARTNERS LTD.

Date _____

(Contractor's Corporate
Seal or Notary)

By _____

Print Name _____

Title _____

By _____

Print Name _____

Title _____

City Business License Number: 318396-88
Internal Revenue Service ID Number: 330-57-2526

Council File No: XXXXXXXXXXXXXX

Date of Approval: XXXXXXXXXXXXXX

Said Agreement is the Third Amendment of Agreement Number C-118561 of City contracts.

Request for Proposals (RFP)

Tenant Relocation Assistance Services

Release date	XXXXXXXXXXXX, 2013
Submission deadline	XXXXXXXXXXXX, 2013 No Later Than 4: 00 PM for Hand Delivery to Public Counter U.S. Mail Postmarked No Later Than 11:59 PM
Deliver all submittals to	Los Angeles Housing and Community Investment Department Attn: Constant Mok, Rent Division 1200 W. 7 th St., Suite 100 Los Angeles, CA 90017
Proposers' Conference (Mandatory)	XXXXXXXXXXXX, 2013 2:00 PM to 3:30 PM Los Angeles Housing and Community Investment Department 1200 West 7 th St., Suite 100 Los Angeles, CA 90017
Business Inclusion Program Outreach	XXXXXXXXXXXX, 2013 No Later than 11:59 pm Applicable only to Bidders with Subcontractors
Technical assistance	Email: CodeRFP@lahd.lacity.org Fax: (213) 808 8818 All questions and answers will be available to all proposers on http://www.labavn.org/ and http://lahd.lacity.org/

For more information on the City's business outreach opportunities, visit
www.losangelesworks.org
www.labavn.org

**City of Los Angeles
Housing Department
Request for Proposals
Tenant Relocation Assistance Services**

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DRAFT

I. BACKGROUND

A. ADMINISTRATIVE ENTITY

The Los Angeles Housing and Community Investment Department (HCIDLA) (formerly Los Angeles Housing Department (LAHD)) administers the Tenant Relocation Assistance Services Provider Program for the City and serves as the administrative entity for this Request for Proposals (RFP).

Pursuant to Council File Number _____ dated _____, 2013, the City Council and the Mayor authorized the HCIDLA to release this RFP.

B. OVERVIEW

Currently, there is a critically short supply of rental housing in the City of Los Angeles. A record number of rental housing units have been removed from the rental market through conversion to condominiums, demolitions, removals pursuant to the Ellis Act and removals of units for owner occupancy. Tenants displaced as a result of the removals face serious difficulties in locating comparable replacement rental housing. The difficulties in locating replacement housing are exacerbated for elderly tenants, those with physical limitations and families with minor dependent children.

Since the removal of units from the rental market has substantially contributed to the rental housing shortage, the City Council adopted an ordinance to mitigate the effects of displacement on tenants. Pursuant to Council File Number 06-1325 dated April 11, 2007, the City Council adopted Ordinance Number 178632 amending various sections of the Los Angeles Municipal Code (LAMC) to create an improved relocation assistance program. The Ordinance establishes a relocation assistance contractor. The contractor is funded by the City from fees paid by landlords removing units from the rental market mandated by Subsection C of Section 47.06 of the LAMC. By using a City selected contractor, the City ensures a common reasonable standard in the relocation services provided to each tenant.

The HCIDLA administers the Tenant Relocation Assistance Services Program. The City Council and the Mayor have authorized the HCIDLA to release this RFP, to solicit and retain qualified contractors for providing relocation assistance services.

II. RFP SPECIFICATIONS

A. SERVICES SOLICITED AND PROJECT OBJECTIVES

The City seeks to contract with an experienced housing relocation organization or organizations to develop and carry out a successful tenant relocation assistance services program that will assist eligible displaced tenants to plan for and fulfill their long-term housing needs.

B. SCOPE OF WORK

The Contractor shall perform services associated with the relocation of households in compliance with the Los Angeles Municipal Code (LAMC). The Contractor(s) shall identify specific strategies and procedures for implementing a successful tenant relocation assistance service program that will assist eligible tenants to plan for and fulfill their long-term housing needs. These strategies and procedures may be approved by the Los Angeles Housing and Community Investment Department (HCIDLA) and included in the contract. The scope of work shall include, but may not be limited to the following:

1. Based on an assessment form prepared by the HCIDLA and completed by the tenant, the Contractor will notify the tenant, landlord and the HCIDLA of the relocation amount the landlord must pay to the tenant pursuant to the LAMC.
2. Provide a maximum of 5 hours of relocation services to eligible tenants referred by the City.
3. Relocation assistance services shall include but may not be limited to:
 - Conduct an initial interview to define tenants' replacement housing needs and to develop a personal action plan for the search for new housing.
 - Make available to each tenant, at no cost, a current list of vacant and available rental units which are comparable as to size and amenities to the unit occupied by the tenant. All referral listings shall be targeted to tenant's affordability needs. A reasonable effort should be made to target initial relocation efforts to a 2-mile radius of the tenant's current residence if desired and feasible.
 - Make a reasonable and good faith effort to ensure that all tenants are assisted in inspecting prospective rental units and tenants without cars are driven to inspect prospective rental units at no additional cost. These services shall be offered to tenants in the Contractor's initial interview and in the introduction letter sent to tenants, at minimum.

- Hire an ambulance or similar vehicle, at no cost to the tenant, and otherwise take reasonable steps to assist any disabled or handicapped tenant with relocation-related activities. These services shall be offered to tenants in the Contractor's initial interview and in the introduction letter sent to tenants, at minimum.
 - Provide technical assistance and supportive services during the referred tenant's active search for replacement housing, including assistance with proposals for low/moderate income housing if applicable. Technical assistance includes information on Credit Checks and Holding Deposits, "What You Should Know Before You Rent", free credit report information from the Federal Trade Commission, and homebuyer down payment assistance programs.
 - Provide on-going advisory assistance to minimize tenants' hardships, including referrals to and coordination with community service resources, public housing and other public services as necessary.
 - Provide assistance to the tenant by facilitating the distribution of relocation benefits payment from landlords to tenants. For example, the contractor may communicate with the landlord on behalf of tenants concerning the payment of the relocation benefit payment and may assist in completing the payment transaction between landlord and tenant. Contractor may also provide information on escrow accounts and distribution of funds including moving expenses to landlords in order to expedite disbursement.
 - Provide tenants with information on the City's Homeownership Downpayment Assistance Program.
 - Notify the HCIDLA if landlord will appeal the relocation amount assessment.
 - Prior to the closure of a case, contractor shall provide the HCIDLA with a survey completed by the tenant assessing his/her satisfaction with the Contractor's services. The format for the survey will be approved by the HCIDLA and included in the contract.
4. Contractor shall provide additional relocation assistance services in increments of up to 3 hours, if authorized by the City, to tenants who are identified as elderly, disabled or families with minor dependents. The additional relocation assistance services shall include but may not be limited to:
- Exploration of alternative housing options for referred tenants with special needs.

- Assistance in negotiating rents and terms with landlords and management companies.
 - Referral to government agencies and private organizations that provide social services to the elderly, lower income tenants, the disabled and families with dependent children.
5. Contractor shall attend a minimum of three hearings and one workshop a year related to the Tenant Relocation Assistance Service Program conducted by the HCIDLA.
 6. Contractor shall meet with HCIDLA staff on a quarterly basis. Meeting may take place at HCIDLA's or Contractor's offices. Meeting time and location will be established by HCIDLA.
 7. Contractor shall prepare and deliver monthly status reports to the HCIDLA on the progress of assistance services provided to each tenant. Status reports shall include, but not be limited to, the location and size of the replacement unit, the present rent and the replacement rent amount, the length of time it took for the tenant to find a replacement unit, whether the previous unit and the replacement unit are subject to the Rent Stabilization Ordinance, the number of tenants in the previous unit and in the replacement unit, comments regarding any specific challenges to placement, number of Eligible and Qualified households assisted, Relocation Assistance funds disbursed to tenants, the number of tenants provided with transportation, and the number of disabled or handicapped tenants provided with special assistance related to relocation activities. The format for the reports will be approved by the HCIDLA and included in the contract.
 8. Contractor shall allow HCIDLA to review Contractor's records and files on-site and upon request.
 9. Contractor shall create clear, accessible, and user-friendly materials in both English and Spanish, at minimum, to inform tenants of the Landlord/Tenant Rights and Responsibilities, the relocation assistance services and how to participate in the program. Printed materials, brochures, letters, etc. to tenants explaining the relocation assistance services program must be pre-approved by the HCIDLA. All printed materials developed for the program shall be provided to the HCIDLA in both hard copy (final or camera ready art as applicable) and editable electronic format. The contractor acknowledges and agrees that all documents, databases, videos, Public Service Announcements, reports, analyses, studies, drawings, information, or data, originated and prepared by the contractor or subcontractors pursuant to the terms of the final contract shall become property of the City for its use in any manner it deems appropriate. The contractor assigns any and all of its respective interest and rights in such property to the City.

C. ELIGIBLE PROPOSERS

Proposals will be accepted only from proposers, whether individuals or organizations, that:

1. Must be qualified to conduct business in the State of California and in good standing with any regulatory oversight agencies.
2. If a corporation or limited liability company, the proposer must be in good standing with the Secretary of State.
3. Have not been determined to be non-responsible or been debarred by the City pursuant to the Contractor Responsibility Ordinance.
4. Have not been debarred by the federal government, State of California or local government.
5. 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.
6. Have at least three (3) years experience performing housing relocation and referral services for low and moderate income tenants (as individuals or in groups), and knowledge of landlord/tenant laws.
7. Have the ability to operate the relocation assistance service program immediately upon contract execution.
8. Be able to offer services in both English and Spanish, at minimum, and arrange translation services for other languages as needed.
9. It is desirable for all proposers to have conflict resolution experience between landlords and tenants to resolve disputes while remaining as neutral as possible.
10. It is desirable that the proposer has experience in working with public service organizations.

D. SOURCE OF FUNDS AND FUNDS AVAILABLE

The funding for this program is subject to the fees collected from landlords removing units from the rental market as described in Ordinance Number 178632. Landlords shall pay the City a fee for the purpose of providing relocation assistance by the City's Tenant Relocation Assistance Service Provider to each tenant in accordance with Subsection C of Section 47.06 of the LAMC.

The Agreement with the selected proposers will be on a fee for performance basis for each address that tenant relocation assistance service is provided.

E. BUDGET

The total annual budget for the Tenant Relocation Assistance Services Program contract is Five Hundred Thousand Dollars (\$500,000), subject to availability of funds and contract approval by the City Council and the Mayor. The budget is tentatively allocated toward all contractors selected through this RFP for providing tenant relocation assistance services.

F. CONTRACT TERM

The initial contract shall be commenced on or about May 1, 2014, 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, an evaluation of contractor's performance, and approval by the Mayor and City Council.

G. PRELIMINARY SCHEDULE

<u>Event</u>	<u>Date</u>
Request for Proposals Released	_____, 2013
Pre-Proposal Conference	_____, 2013
Business Inclusion Outreach Program	_____, 2013
Proposal Submission Deadline	_____, 2013

H. PROPOSERS' CONFERENCE

Attendance at the Pre-Proposal Conference is **mandatory**. No minutes will be taken at the Pre-Proposal Conference. Attendees at the conference will be responsible for taking their own notes. City staff will not provide assistance regarding a proposer's individual project design. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please refer to technical assistance guidelines.

Questions raised at the Proposers' Conference may be answered orally.

If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will be added as a written addendum to this RFP, which will be posted on the website at www.labavn.org. **BRING YOUR OWN COPY OF THE RFP. NO COPIES WILL BE PROVIDED AT THE CONFERENCE.**

The bidders' conference will be held at the following time and location:

Los Angeles Housing and Community Investment Department
1200 W. 7TH St., Suite 100
Los Angeles, CA 90017
Date: XXXXXXXXXXXX, 2013
Time: 2:00 p.m. to 3:30 p.m.

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 XXXXXXXXX at (213) ----- or at _____ at least seventy two (72) hours in advance to request an accommodation.

I. TECHNICAL ASSISTANCE

With the exception of the RFP conference, all technical assistance questions must be submitted by e-mail to CodeRFP@lahd.lacity.org or fax to (213) 808-8818, using the attached Technical Assistance Request form (See **Attachment 14**). E-mail is the preferred way to contact City staff. Please identify the RFP title on the subject line of your message.

To ensure the fair and consistent distribution of information, all questions will be answered by a Question-and-Answer (Q&A) document available on the HCIDLA's website at <http://lahd.lacity.org/lahdinternet/> and on the Los Angeles Business Assistance Virtual Network website at www.labavn.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.

J. DEADLINE FOR SUBMISSION OF PROPOSALS

The original proposal, together with four (4) complete copies of all materials and one (1) electronic copy on a CD or USB flash drive, must be hand or courier-delivered in a sealed package by **4:00 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." Hand-delivered submissions must be delivered to the Los Angeles Housing and Community Investment Department's Public Counter at 1200 W. 7th Street, Los Angeles, CA 90017. Entrance to the HCIDLA Public Counter is on 7th Street to the right of the main building entrance. Ask the Public Counter to call XXXXXXX, (213) XXX-XXXX who will accept the Proposal on behalf of the Department, and provide a receipt with the date and time of submission. **DO NOT deliver your Proposal to the Security Counter in the lobby of the building.**

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 4:00 p.m. PST or postmarked after 11:59 p.m. PST on the deadline date will be returned unopened to proposers.**

K. EVALUATION CRITERIA

The Los Angeles Housing and Community Investment Department will review and score each complete and fully responsive proposal. Debarred organizations, incomplete and ineligible proposals, application packages and/or submissions received after the deadline will not be considered for evaluation.

All eligible proposals shall be evaluated based on the quality of proposer responses to the RFP and reasonableness of the proposer's costs as compared against other proposers. Proposals shall be evaluated based on the following measures:

Area	Description	Points
1	Experience and Demonstrated Ability - Experience and qualifications of project manager, key personnel, and subcontractors	35
2	Program Strategies, Procedures, and Resources - Quality and creativity of housing referral and tenant relocation strategies as evidenced by past performance, and use of available resources and/or network to maximize the effectiveness of the Tenant Relocation Assistance Services Program	35
3	Understanding of the goals and objectives of the Tenant Relocation Assistance Services Program, as well as understanding of the Rent Stabilization Ordinance and the relevant Los Angeles Administrative Code Sections	20
4	Proposed fee schedule and allocation of costs	10
	Total Points	100

All proposals will be reviewed by an evaluation team composed of panelists with particular expertise in the respective service program category. Based on the needs and volume of work for the specific service categories, one or more proposers with the highest scores will be selected.

The Los Angeles Housing and Community Investment 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 and Community Investment 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.

L. 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.
6. The review panel will include, but not be limited to, HCIDLA staff and/or industry experts to review the proposals.

Minimum score: proposers with a minimum score of 75 points will be eligible and qualified for a contract. This does not guarantee selection or a contract.

M. 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 the HCIDLA 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:

MERCEDES MÁRQUEZ, General Manager
Los Angeles Housing and Community Investment Department
c/o Rent Stabilization Division
RFP Appeal – Tenant Relocation Assistance Program
1200 W. 7TH Street, 8th Floor
Los Angeles, CA 90017

Written appeals may not be more than two (2) 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/study area and service of the 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 City staff and/or industry experts will review the appeal for this RFP. The decision of the panel will be the HCIDLA'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.

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.

The City will enter into an agreement only with entities that are in good standing with the California Secretary of State.

8. 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 therefore." 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/RFP is considered confidential and not open to the public or competing bidders until allowed by law.

9. 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.

10. Collaboration

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

B. STATEMENTS REQUIRED WITH PROPOSAL

1. Contractor Responsibility Ordinance

Every Request for Proposal, Request for Bid, Request for Proposals or other procurement process is subject to the provisions of the Contractor Responsibility Ordinance (CRO), 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.

All proposers shall submit a completed CRO Questionnaire signed under penalty of perjury with their proposal (See **Attachment 2**: 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.

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL.

2. Municipal Lobbying Ordinance

All proposers must submit a completed Bidder Certification CEC Form 50 (provided in **Attachment 3**). Please review the following link for more information on the City's Municipal Lobbying Ordinance: http://ethics.lacity.org/PDF/laws/law_mlo.pdf. Proposals submitted without a completed CEC Form 50 shall be deemed non-responsive.

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL.

3. Municipal Campaign Finance Ordinance

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, attached as **Attachment 4**, 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.

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL.

4. 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 (provided in **Attachment 5**).

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 the 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>.

All Bidders/Proposers shall complete and submit ONLINE, with their proposal, the Equal Benefits Ordinance Compliance Affidavit, or Request for Waiver if applicable.

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL ONLINE.
(www.labavn.org)

5. Slavery Disclosure Ordinance

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance (provided in **Attachment 6**). Any contract awarded pursuant to this RFP 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>

All Bidders/Proposers shall complete and upload ONLINE, with their proposal, the Slavery Disclosure Ordinance Affidavit (one (1) page) or exemption if applicable .

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL ONLINE.
(www.labavn.org)

6. Nondiscrimination, Equal Employment Practices and Affirmative Action Program (Non-Construction)

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 Certification (provided in **Attachment 7**) (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org at the time it registers on BAVN but no later than the time when an individual Bid/Proposal is submitted. However, Bidders/Proposers with Certifications previously uploaded to BAVN and verified by the Office of Contract Compliance (OCC) do not need to re-submit.

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 (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org at the time it registers on BAVN, but no later than the time when an individual Bid/Proposal is submitted. Bidders/Proposers opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City's BAVN. Bidders/Proposers with current OCC approval for their Affirmative Action Plan do not need to re-submit unless the approval is 30 days or less from expiration.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful Bidder/Proposer prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Bidder/Proposer and shall be made available to the Office of Contract Compliance upon request.

Both the Non-Discrimination/Equal Employment Practices Certification and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) 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>.

All Bidders/Proposers shall complete and submit ONLINE, with their proposal, the Non Discrimination, Equal Employment Practices and Affirmative Action Plan.

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL ONLINE.
(www.labavn.org)

7. 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 a completed Workforce Information / Non-Collusion Statement (provided in **Attachment 8**).

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL.

8. Collaborator Agreements (*If Applicable*)

Proposals shall include completed forms from each organization intending to formally collaborate with the proposers (See **Attachment 9: Collaborator Agreements**).

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL.

9. Subcontractors

If a proposer will have subcontractors in the program, a list of the subcontractors must also be submitted with the proposal

10. Business Inclusion Outreach Program and MBE/WBE/OBE Outreach
(**Attachment 10**) (APPLICABLE ONLY TO BIDDERS WITH
SUBCONTRACTORS)

All Bidders/Proposers shall register in the Los Angeles Business Assistance Virtual Network (LABAVN) (Website: www.labavn.org) and submit the required online documentation. **Bidder with sub contractors must perform subcontractor outreach online 15 days prior to RFP due date.** All Bidders/Proposers if applicable shall identify the organization's certification in

any of the following categories ONLINE: Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Other Business Enterprise (OBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE) and Disabled Veteran Business Enterprise (DVBE); and perform OUTREACH for sub-contracting opportunities and comply with the City's Business Inclusion Outreach program. All Bidders shall submit LA Business Assistance Virtual Network Registration Information.

OUTREACH MUST BE COMPLETED 15 DAYS PRIOR TO RFP DEADLINE

C. 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. Insurance Certificates

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

2. 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.

3. Corporate Documents

All contractors who are organized as a corporation or a limited liability company are required to submit a Secretary of State Corporate Number, a copy of its By-Laws, a current list of its Board of Directors, and a Resolution of Executorial Authority with a Signature Specimen.

4. 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 (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. For more details, visit <http://finance.lacity.org>.

5. Proof of IRS Number (W-9)

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

6. Certifications

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

- a. A Certificate Regarding Drug-Free Workplace Requirements.
- b. A Certificate Regarding Compliance with the Service Contract Worker Retention Ordinance and the Living Wage Ordinance of the City of Los Angeles, if applicable.
- c. A Certification of Compliance with Equal Benefits Ordinance/Reasonable Measures Proposal for Equal Benefits Ordinance, if applicable.
- d. An affidavit regarding Slavery Disclosure Ordinance requirement, if applicable.

7. Collaboration

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

8. 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**, "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" for further information regarding the requirements of the Ordinances.

Bidders/Proposers who believe that they meet the proposals 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. The List of

Statutory Exemptions and the Application for Non-Coverage or Exemption are included in the Attachment/Appendix. Please refer to Attachment 11.

9. Americans With Disabilities Act.

Any contract awarded pursuant to this 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.

10. Child Support Assignment Orders (**Attachment 12**)

Any contract awarded pursuant to this 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.

11. First Source Hiring Ordinance (**Attachment 13**)

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 13, "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

D. CONTRACT 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 page 23).
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 – Experience and Demonstrated Ability – limit to 8 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 providing tenant relocation assistance services.
- b) State your philosophy and approach to housing referral and tenant relocation 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 managed or created 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) Include letters of recommendation from public service organizations that your organization has successfully worked with in the past.
- f) 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 – Program Strategies, Procedures, and Resources – limit to 8 pages

Respond to the following questions to explain the activities you will undertake 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 and procedures your organization proposes for assessing displaced tenants' housing needs and providing housing referral and relocation services that meet the tenants' criteria. Submit a Proposed Work Plan to further articulate your program implementation.
- b) Describe the various printed and presentation-style materials you intend to produce and explain how each is suitable for the services required by this RFP.
- c) Describe the various available resources and/or network to maximize the effectiveness of the tenant relocation assistance services program, if any.

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

- a) Prepare a detailed fee schedule 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.

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. In assembling the complete proposal, please insert the Attachments where they are indicated in the Proposal Checklist.

DRAFT

ATTACHMENT 1

PROPOSAL CHECKLIST

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

**REQUEST FOR PROPOSALS (RFP)
TENANT RELOCATION ASSISTANCE SERVICES**

TABLE OF CONTENTS

Proposals must be ordered as indicated on this form.

DOCUMENT	Page Number
Cover Letter	
Table of Contents / Proposal Checklist	
Narrative 1	
Narrative 2	
Narrative 3	
Narrative 4	
Proposed Work Plan	
Work Sample	
ATTACHMENTS	
Attachment 2 - Contractor Responsibility Ordinance (Questionnaire and Pledge of Compliance)	
Attachment 3 - Municipal Lobbying Ordinance(CEC Form 50)	
Attachment 4 - Municipal Campaign Finance Ordinance (CEC Form 55)	
Attachment 5 - Online – Equal Benefits Ordinance	
Attachment 6 - Online – Slavery Disclosure Ordinance	
Attachment 7 - Online – Nondiscrimination, Equal Employment Practices and Affirmative Action Program	
Attachment 8 - Proposer Workforce Information /Non-Collusion Statement	
Attachment 9 - Collaborator Agreements (if applicable)	
Attachment 10 - LA Business Assistance Virtual Network Registration Information and MBE/WBE (Subcontractor) Outreach	

ATTACHMENT 2

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: _____

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 in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

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

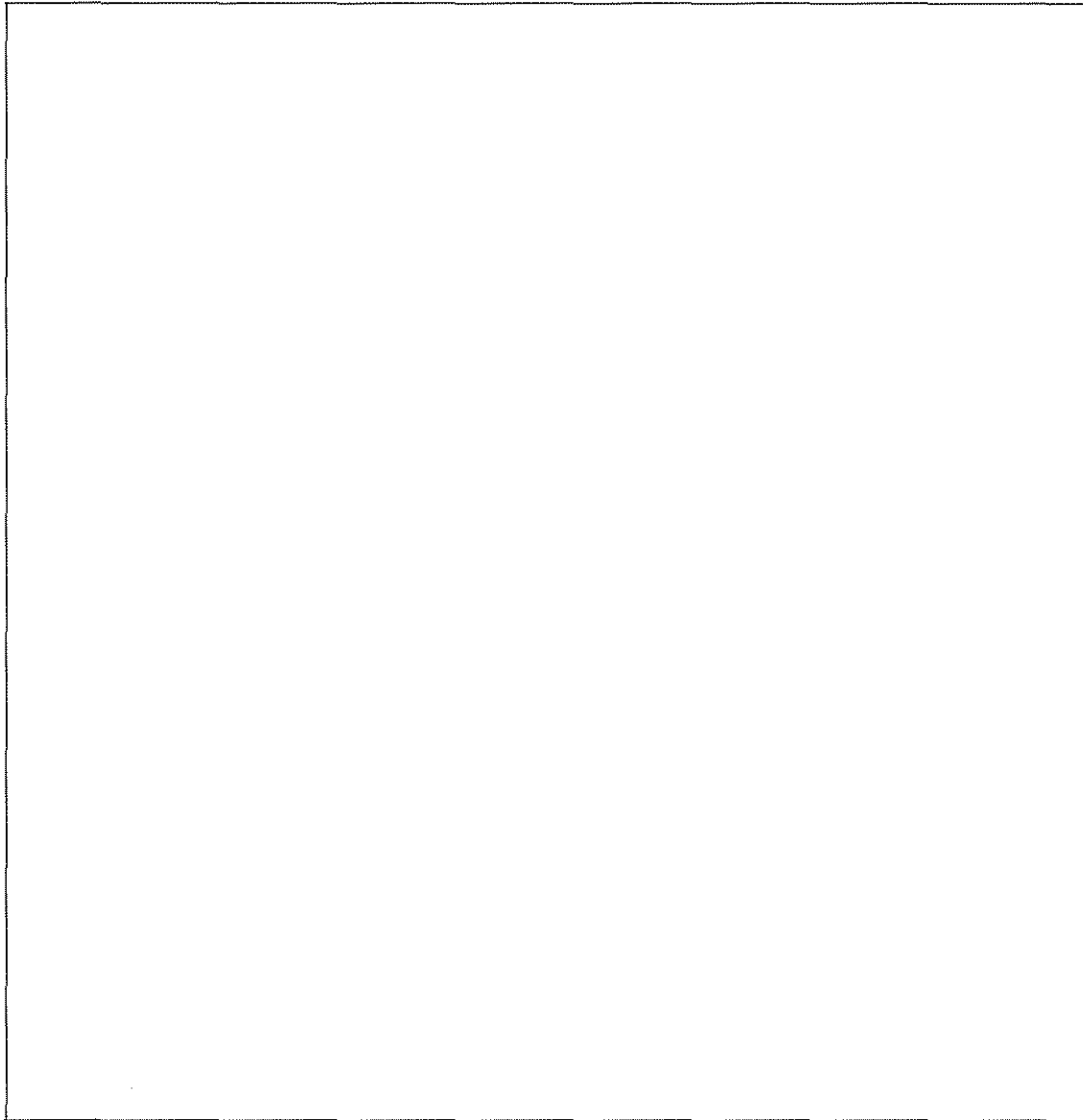
Signature

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. Make copies of this Attachment if additional pages are needed.

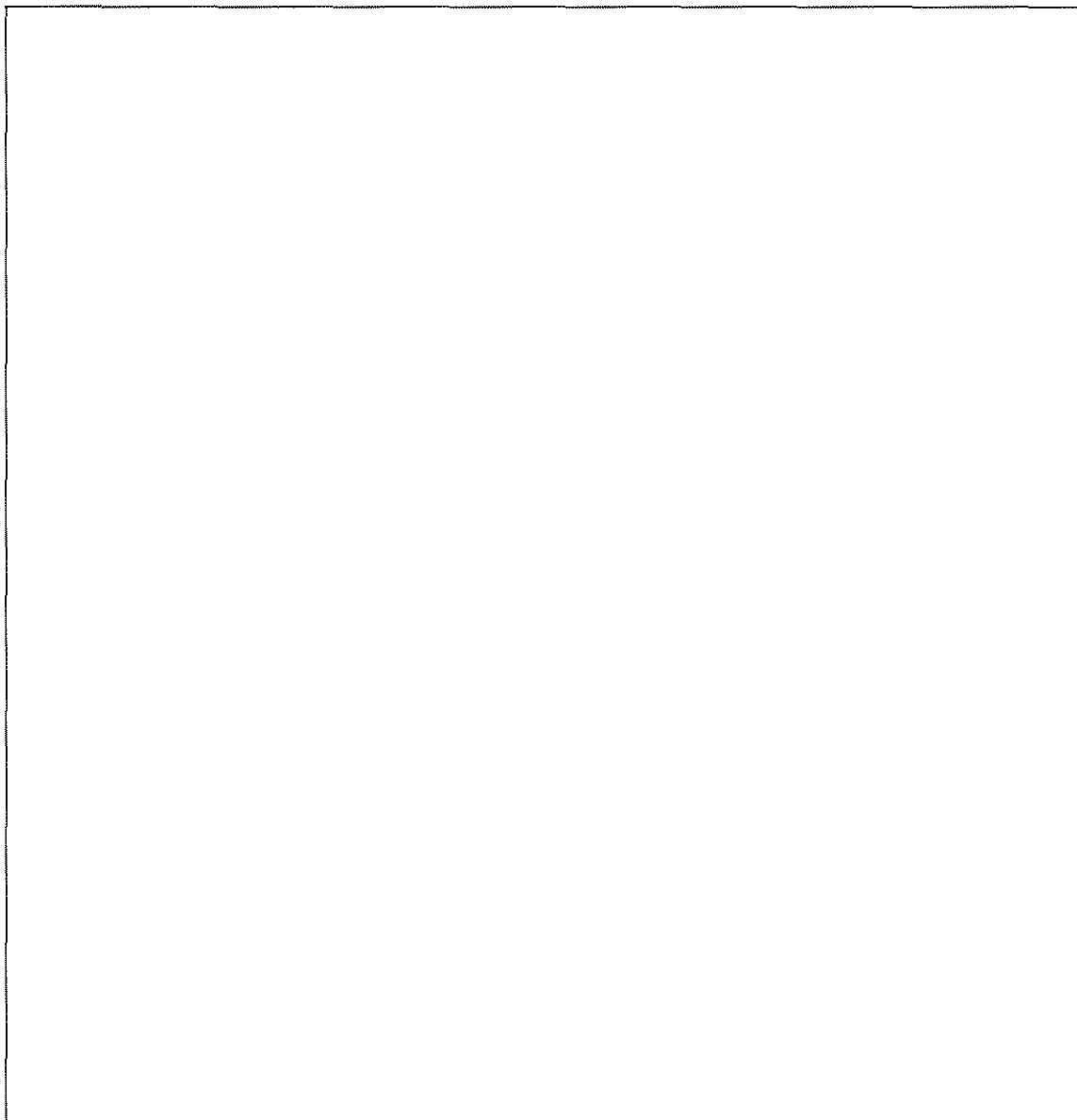
Page _____



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. 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.

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the 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.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the 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.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the 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.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the 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.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date


Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/25/04)

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 Certification</h2> <h3 style="margin: 0;">CEC Form 50</h3>
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(i)(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(f), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.		

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 sublicensees;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

ATTACHMENT 4



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

CITY OF LOS ANGELES EQUAL BENEFITS ORDINANCE (Los Angeles Administrative Code Section 10.8.2.1)

1. What is the Equal Benefits Ordinance?

The Equal Benefits Ordinance (EBO) requires that City contractors who provide benefits to employees with spouses must provide the same benefits to employees with domestic partners.

2. What types of agreements are covered by the Ordinance?

The Ordinance covers any City agreement over \$5,000. This includes agreements for grants, services, the purchase of goods, construction, and leases.

3. When does the Ordinance become applicable?

The original Ordinance became effective on January 1, 2000. The original Ordinance was applicable mostly to service contracts and leases of City property. However, in February 2003, the Ordinance was amended to also cover competitively bid contracts such as construction and procurement contracts. Because of the amendment, the Ordinance applies to competitively bid contracts amended after April 1, 2003 and competitive bids released after May 1, 2003.

4. Are agreements entered into before the effective date of the Ordinance affected?

In general, agreements executed prior to January 1, 2000 become subject to the Ordinance if they are amended, modified, or renewed after January 1, 2000. For competitively bid agreements, the Ordinance becomes applicable if they are amended, modified, or renewed after April 1, 2003. At the time of amendment, modification, or renewal, the awarding authority must incorporate the requirements of the Ordinance into the agreement.

5. Who is covered by the Ordinance?

The Ordinance applies to the following:

- Any contractor that has an agreement with the City.
- All City contractor's other operations located within the City limits, even if those operations are not involved in the City agreement.
- Any of the contractor's operations if it is on property owned by the City, or on property that the City has a right to occupy.
- The contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the subject City agreement.

6. What is a covered contractor required to do under the Ordinance?

The Ordinance requires the contractor to:

- Certify that equal benefits will be provided to employees with spouses and to employees with domestic partners.
- Post a copy of the following statement in an area frequented by employees: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."
- Allow the City access to records so that the City can verify compliance with the Ordinance.

7. Are subcontractors also covered?

This depends on when the prime contractor's agreement with the City became subject to the Ordinance. If the prime contractor's agreement with the City became subject to the EBO between January 1, 2000 and March 31, 2003, subcontractors working on the agreement are subject to the requirements of the EBO. If the prime contractor's agreement with the City became subject to the EBO after April 1, 2003, subcontractors working on the agreement are not subject to the EBO.

8. What benefits are included?

The Ordinance applies to all benefits offered by an employer. This includes, for example, bereavement leave, family medical leave, medical, dental, and vision benefits, membership or membership discounts, moving expenses, travel and relocation benefits, and retirement plans.

9. How does the Ordinance define a "domestic partner"?

"Domestic partner" means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the Domestic Partners.

10. What if the actual cost to a contractor of providing a benefit to an employee's domestic partner is more than the cost of providing the benefit to an employee's spouse?

In that case, the contractor may require that the benefit will be provided to the employee's domestic partner only if the employee agrees to pay for the extra cost of the benefit. The contractor may do the same if the actual cost to the employer of providing a benefit to an employee's spouse is more than the cost of providing the benefit to an employee's domestic partner.

11. What happens if a contractor is found to be in violation of the Ordinance?

The City may take the following steps:

- The contractor may be deemed to be in material breach of the City agreement.
- The agreement may be canceled, terminated, or suspended, in whole or in part.
- The City may also retain money due to the contractor
- The contractor may be deemed a non-responsible bidder and disqualified from contracting with the City under the Contractor Responsibility Ordinance.
- The City may pursue other legal remedies.

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

Because the contractor is responsible for making sure that all its subject subcontractors comply with the Ordinance, the enforcement actions listed in the previous answer may be applied to the contractor if the subcontractor is found to be in violation. See the response to question number seven regarding which subcontractors are subject to the EBO.

13. Are there any exceptions or waivers to the Ordinance?

An awarding authority may apply to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) for a waiver in the following situations:

- The contractor is the only provider of a needed good or service.
- The contractor is the only bidder or contractor willing to enter into an agreement with the City for use of City property.
- The agreement is necessary to respond to an emergency situation that endangers the public health or safety, and no contractor that complies with the law is immediately available.
- The agreement involves specialized litigation as certified by the City Attorney's Office.
- The contractor is a public entity providing a good, service, or access to real property that is not available from any other source.
- The contractor is a public entity and the good or service is necessary to serve a substantial public interest
- The application of the Ordinance would conflict with the terms or conditions of a grant agreement with a public agency.
- The agreement is essential to the City or the City's residents and no other contractor that complies with the Ordinance is available.
- The agreement is for a bulk purchasing agreement through City, federal, state, or regional entities that reduce the City's purchasing cost.
- The agreement involves the investment of certain types of monies, or instances in which the City will incur a financial loss that would violate the Treasurer's or City Administrative Officer's fiduciary duties.

14. What if a contractor is subject to a collective bargaining agreement?

The Ordinance does not apply to a collective bargaining agreement (CBA) that was in effect prior to the Ordinance becoming applicable to the Contractor. However, in order to contract with the City, the contractor must certify that if the CBA is subsequently amended, extended, or otherwise modified, the contractor will propose to the union that the requirements of the Ordinance be incorporated into the CBA. Upon request, the contractor must verify for the City the steps taken to come into compliance with the EBO.

15. Who is responsible for administering and enforcing the requirements of the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2632, or go to the OCC website at www.lacity.org/bca.

16. Where can a domestic partnership be registered?

Many governmental agencies offer domestic partnership registries. Two local governmental entities that offer such registries include the County of Los Angeles and the City of West Hollywood.

Los Angeles County

Couples may file a Statement of Domestic Partnership with the Los Angeles County Department of Registrar-Recorder/County Clerk. The County registry is available to same sex and different sex couples. Couples must both be 18 years of age or older and at least one partner must reside or work within Los Angeles County.

For additional information, contact the Registrar-Recorder/County Clerk at (562) 462-2060. The Los Angeles County Department of Registrar-Recorder/County Clerk webpage at <http://regrec.co.la.ca.us/scripts/partnership.htm> contains information on where to file a Statement of Domestic Partnership and forms that can be downloaded.

City of West Hollywood

Couples may apply for Domestic Partnership registration with City of West Hollywood's Office of the City Clerk. The City of West Hollywood registry is available to couples of the same and different sex. The couple need not work in nor reside in West Hollywood to register.

For additional information, couples may contact the City of West Hollywood's Office of the City Clerk at (323) 848-6332. The City of West Hollywood's website at www.weho.org contains information on Domestic Partnership status and forms that can be downloaded.

ATTACHMENT 6

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

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

City Department Awarding Agreement _____ Department Contact Person _____

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

- I, _____, am authorized to bind contractually the Company identified below.
- Information about the Company entering into a Contract with the City is as follows:

Company Name	Phone	Federal ID #	
Street Address	City	State	Zip

- Has the Company submitted the SDO Affidavit previously? NO YES Date of prior submission: _____
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.
- The Company came into existence in _____ (year).
- The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:
 - _____ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
 - _____ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.
 - _____ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
- I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

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

Signature: _____ Title: _____

DEFINITIONS

<p>Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.</p> <p>Company means any person, firm, corporation, partnership or combination of these.</p> <p>Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.</p> <p>Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.</p> <p>Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.</p> <p>Investment means to make use of an Enslaved Person for future benefits or advantages.</p>	<p>Participation means having been a Slaveholder during the Slavery Era.</p> <p>Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.</p> <p>Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.</p> <p>Slavery means the practice of owning Enslaved Persons.</p> <p>Slavery Era means that period of time in the United States of America prior to 1865.</p> <p>Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.</p> <p>Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.</p> <p>Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.</p>
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OCC/SDO-1 Affidavit (Rev.06/06)

ATTACHMENT 7

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 COMPANY NAME

 ADDRESS

 CITY, COUNTY, STATE, ZIP

 AUTHORIZED SIGNATURE

 NAME AND TITLE (TYPE OR PRINT)

 TELEPHONE-MAIL

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

AFFIRMATIVE ACTION PLAN

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

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

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

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

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

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

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

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

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

CONTRACTOR DECLARATION

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

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

Requirements For Construction Contractors ONLY

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

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

NAME OF EEO OFFICER

TITLE

E-MAIL

PHONE NUMBER

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

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

COMPANY NAME

TELEPHONE/E-MAIL

AUTHORIZED SIGNATURE

ADDRESS

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

ATTACHMENT 8

PROPOSER WORKFORCE INFORMATION/NON-COLLUSION 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 9

**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.

<p>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 \$_____.</p> <p>Legal Name of Lead Agency _____</p> <p>Address of Lead Agency _____</p>	
<p>Affix Corporate Seal</p>	<p>_____</p> <p>Authorized Signature for Lead Agency Date</p> <p>_____</p> <p>Name and Position of Authorized Signatory</p> <p>_____</p> <p>Telephone No. E-mail</p>
<p>Legal Name of Collaborator _____</p> <p>Address of Collaborator _____</p>	
<p>Affix Corporate Seal</p>	<p>_____</p> <p>Authorized Signature for Collaborator Date</p> <p>_____</p> <p>Name and Position of Authorized Signatory</p> <p>_____</p> <p>Telephone No. E-mail</p>

ATTACHMENT 10

Business Inclusion Program

Executive Summary

The Business Inclusion Program 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. Stated generally, the Program requires that BAVN be used as the exclusive way to: (1) advertise contracting opportunities subject to competitive bidding requirements, and (2) document efforts by prime contractors to reach out to and evaluate potential subcontractors.

The Program also aims to widen participation in City contracts by taking steps directed specifically at small and disabled veteran businesses. Currently, a business firm that registers on BAVN may identify itself under categories such as certified minority business enterprise, and certified women business enterprise. Under the new Program, each firm will also be given the opportunity to identify itself among three additional categories of businesses: (1) a certified Small Business Enterprise (“SBE”); (2) an especially small SBE, known as a certified Emerging Business Enterprise (“EBE”); and (3) a certified Disabled Veteran-Business Enterprise (“DVBE”). For many contracting opportunities, City Departments are already required to direct prime contractors to reach out to minority, women, and other business enterprises. Now outreach must also be directed toward SBEs, EBEs, and DVBEs.

In addition, the Mayor will annually set departmental goals for small and disabled veteran business procurement and anticipated minority and women business participation levels. To encourage experimentation and innovation, each department will be given discretion in selecting the tools to reach these goals. For example, a department may wish to impose mandatory subcontracting minimums in individual contracts. Use of such race- and gender- neutral tools should lead to increased competition for city contracts, from not only small and disabled veteran businesses, but also minority and women business enterprises.

Advertising contracts and monitoring contractor outreach will be easier for the Departments to accomplish, thanks to BAVN. Through a quarterly reporting system the Mayor will in turn monitor the progress of departments in implementing the requirements of the Program and reaching the annual goals for small and disabled veteran business procurement. General Managers of the departments will be held accountable for seeing that these goals are met.

The Business Inclusion Program applies to every Department. “Department” refers to the following: every Board or Commission of the City of Los Angeles, and every employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any

goods or services of any kind or nature whatsoever for or on behalf of the City of Los Angeles. Although they are not subject to the Program, the board of commissioners for each of the Proprietary Departments (Airport, Harbor, and Water and Power) should be requested to adopt policies consistent with it.

The specific requirements of the Program are set out below.

Mandatory Use of the Los Angeles Business Assistance Virtual Network (“BAVN”) for Advertising Competitively Bid Contracts (“Advertised Contracts”)

Competition for City contracts is enhanced when all contracting opportunities are posted in one place easily accessible on the internet. Some Departments already post contracting opportunities on the Los Angeles Business Assistance Virtual Network (“BAVN”). Contracting opportunities posted there are viewable by the public. Further, businesses that register on BAVN are automatically notified by email of City contracting opportunities that fit their business profile. BAVN should be the one-stop shop for all city contracting opportunities that must be advertised.

Accordingly, every Department will utilize BAVN as the exclusive means for posting all opportunities for bid, requests for proposals (“RFPs”), and requests for qualifications (“RFQs”) that are subject to advertising requirements (collectively, “Advertised Contracts”).

Departments will implement this immediately. Each Department shall modify its existing contracting program to the extent such programs are inconsistent with this. The Bureau of Contract Administration and ITA will offer training on BAVN to all Departments that are not already familiar with it.

Mandatory Use of BAVN for Documenting Efforts by Prime Contractors to Reach Out To and Evaluate Potential Subcontractors

Competition for City contracts also is enhanced when opportunities for subcontracting are widely disseminated and potential subcontractors are fairly evaluated.

The Office of the Mayor has long directed, through mandates to Departments advertising certain City contracting opportunities, that prospective City contractors document efforts to reach out to three categories of potential subcontractors. These categories are: Minority Business Enterprises (“MBEs”), Women Business Enterprises (“WBEs”), and Other Business Enterprises (“OBEs”). This requirement has come to be known as “Good Faith Effort,” or “GFE.” The directive setting out the process by which compliance with GFE is verified and scored was last updated by Executive Directive No. 2001-26 (“ED 2001-26”), in 2001.

Outreach under ED 2001-26 is fairly limited in scope, aimed at only three categories of firms. It is in the City’s interest to broaden subcontractor outreach to include a variety of small and disabled veteran businesses, including Small Business Enterprises (“SBEs”),

Emerging Business Enterprises (“EBEs”), which are a subset of SBEs, and Disabled Veteran Business Enterprises (“DVBES”).

Outreach should also be simplified. Under ED 2001-26, verifying and scoring compliance has proven to be burdensome on Departments, a burden that weighs all the heavier in these difficult budgetary times for the City. This burden can be eased by revamping the existing GFE process into a more efficient process of “Business Inclusion Outreach.” Prime Contractors will be required to perform and document outreach using BAVN. This will lighten the burden on contractors by making outreach more efficient. It will also make it easier for the City to verify that the required outreach has been performed.

BAVN is well suited to facilitate and verify outreach. It already allows any business to register (a “BAVN-Registered Business” or “Registered Business”), indicate whether it is interested in subcontracting opportunities (a “Registered Subcontractor”), and identify itself as a certified MBE or WBE. Further, BAVN enables any Registered Business responding directly to the City regarding City contracting opportunities (a “Registered Prime”) to invite Registered Subcontractors to participate with it. These invitations are sent electronically by BAVN. Registered Subcontractors may also submit their bids and proposals in response to these invitations through BAVN. For each response rejected, a Registered Prime may indicate on BAVN the reasons. All of this activity is recorded by BAVN and may be readily accessed by the City.

To expand outreach, the Bureau of Contract Administration and ITA will enhance BAVN to allow businesses to register as certified SBEs, EBEs, and DVBES, as defined by the Bureau of Contract Administration.

To make outreach simpler, Business Inclusion Outreach will be verified as follows: When evaluating the responsiveness of any bid or proposal responding to an Advertised Contract with subcontracting requirements or opportunities (a “Prime Bid/Proposal”), each Department shall apply the seven (7) criteria set out below (collectively, the “Business Inclusion Outreach Criteria” or “BIO Criteria”):

1. The party submitting the Prime Bid/Proposal (the “Prime Contractor”) is registered on BAVN.
2. The Prime Contractor attended a pre-solicitation or pre-bid meeting scheduled by the Department to inform all bidders or proposers of the requirements for the project for which the contract will be awarded. The Department may waive this requirement if the Prime Contractor 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.
3. The Prime Contractor has identified the minimum number, as determined by the Department, of specific items of work that will be performed by

subcontractors. This will ensure an opportunity for subcontractor participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

4. The Prime Contractor has notified the minimum number, as determined by the Department, of MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs of subcontracting opportunities utilizing BAVN.
5. All notifications must be provided utilizing BAVN, and made not less than 15 calendar days prior to the date the Prime Bid/Proposal is required to be submitted. In all instances, the Prime Contractor 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. Each solicitation notification shall include information about the availability of plans, specifications, and requirements for the selected subcontracting work. Each notification shall also include an offer of assistance in obtaining bonds, lines of credit, and insurance required by the Department or Prime Contractor.
6. The Prime Contractor has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN.
7. The Prime Contractor has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Bidders and proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Department. The Prime Contractor 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 led to the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN.

The Mayor's Office of Economic and Business Policy may waive the Business Inclusion Outreach Criteria requirement if the Prime Contractor is a certified SBE, EBE, or DVBE.

Exempt from the Business Inclusion Outreach Criteria is any Prime Bid/Proposal for which use of BAVN would be barred by federal law, including any contract or grant condition imposed by the federal government.

The Business Inclusion Outreach Criteria are to be applied on a pass/fail basis. That is, a Prime Bid/Proposal must fully satisfy each of the Criteria to be deemed responsive. Failure to satisfy fully any one of the BIO Criteria will result in the Prime Bid/Proposal being deemed non-responsive. No partial credit is to be awarded.

Implementation of this Program should lead to greater participation in City contracts by small, minority, and women business enterprises. Departments may, on individual contracts, anticipate certain levels of participation by these types of firms. In no case,

however, shall a Department deny award of a contract to a Prime Contractor who satisfies the BIO Criteria solely because the Prime Contractor failed to meet the anticipated levels of participation of MBEs and WBEs.

BAVN is meant to be a tool for use by Departmental staff, not a substitute for staff review. Further, nothing in the Business Inclusion Program is intended to restrict the discretion of the Department to reject all bids or proposals in accordance with provisions of the City Charter and Administrative Code.

Establishment of a Program for Small and Disabled Veteran Business Procurement

Competition for City contracts is enhanced when all segments of the business community have a real opportunity to participate. Steps will be taken to increase the participation by small and disabled veteran businesses. Use of additional race- and gender- neutral tools should lead to increased competition for City contracts from a wide variety of businesses—not only small and disabled veteran businesses, but also minority and women business enterprises.

Goals for small and disabled veteran business participation in City contracting should be established and, as part of a continuous review process, periodically revised to ensure that they are both realistic and aggressive. Information about what is working to meet those goals and what is failing must be shared across City departments.

The Bureau of Contract Administration (“BCA”) has already been involved in setting goals and sharing information. To strengthen these efforts on an ongoing basis, it is recommended that the Mayor establish a Small and Disabled Veteran Business Procurement Advisory Committee (“Advisory Committee”). The Advisory Committee will be co-chaired by the heads of the Mayor’s Office of Economic and Business Policy and the BCA, or their designees. Other members will include the Purchasing Agent or his or her designee, and others to be designated by the Mayor. It is recommended that the Mayor invite the Manager of Procurement at the Los Angeles World Airports, the Director of Supply Chain Services at the Los Angeles Department of Water and Power, and the Director of Contracts and Purchasing at the Port of Los Angeles to join the Advisory Committee, after their respective board of commissioners adopts rules and procedures consistent with the Business Inclusion Program.

On an annual basis beginning February 1, 2011:

1. the Bureau of Contract Administration will recommend to the Mayor the criteria for certifying businesses as Small Business Enterprises (“SBEs”), Emerging Business Enterprises (“EBEs”), and Disabled Veteran Business Enterprises (“DVBEs”) as appropriate; and
2. the Advisory Committee will recommend to the Mayor annual goals for SBE, EBE, and DVBE participation in City contracts for each Department

("Procurement Goals") and anticipated MBE and WBE participation levels.

On a quarterly basis beginning July 1, 2011, the Advisory Committee will report to the Mayor on progress toward achieving the Procurement Goals and what tools are working toward achieving them.

Departmental Action, Monitoring, and Accountability

Competition for City contracts is also enhanced when programs instituted to that end are monitored and those responsible for implementing them are held accountable and take action. Each Department and the Advisory Committee will play an important role.

Each Department will report to the Advisory Committee on a quarterly basis. The report should indicate whether the Department has complied with the requirements of the Business Inclusion Program. This should address the Department's use of BAVN for Advertised Contracts and for documenting efforts by prime contractors to reach out to and evaluate potential subcontractors. It should also state whether the Department's Procurement Goals have been met, and describe the steps that have been taken toward reaching them. This report should further state the Department's progress in achieving anticipated levels of participation for women and minority owned businesses including the number and dollar value of contracts awarded or completed. These quarterly reports should be made readily available to the public.

This Program aims to expand opportunities for qualified and responsible contractors. The City's existing Contractor Performance Evaluation Ordinance already requires Departments to contribute to databases on contractor performance. Full compliance with this Ordinance by each Department will help all Departments identify and avoid contractors that have served the City poorly, as well as help keep track of the amount of contracting dollars actually received by the various categories of contractor businesses identified in the Business Inclusion Program.

The steps taken to reach the Procurement Goals will be chosen by each Department. Merely by extending contracting opportunities to all businesses, it is expected that more of these contracting opportunities will be secured by small and disabled veteran businesses. Experimentation and innovation are encouraged. Accordingly, beyond the steps already described in this Business Inclusion Program, no detailed directions should be issued. In reaching its assigned goal, every Department will enjoy flexibility and discretion to choose the tools best suited to it.

Commensurate with the importance of increasing competition for City contracts through this Program, the Mayor's assessment of the performance of each Department's General Manager should be partially based on compliance with the Business Inclusion Program and success at meeting the Procurement Goals.

ATTACHMENT 11

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.bca.lacity.org.
- 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 \$440,792 (effective July 1, 2008). 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, 3rd Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-1922, or go to the Office of Contract Compliance website at <http://www.bca.lacity.org>.

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? <input type="checkbox"/> Yes <input type="checkbox"/> 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: <ol style="list-style-type: none"> 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: \$ <u>0</u> _____ 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 _____	Date _____
Phone # _____	

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 AWARDING 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 AWARDING 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 AWARDING 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.	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
	Contact Phone: _____
	Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____

ATTACHMENT 12

CHILD SUPPORT ASSIGNMENT ORDERS ORDINANCE

ORDINANCE NO. 172401

An ordinance to require contractors and subcontractors to comply with federal employment, reporting requirements and Wage and Earning Assignment Orders and to acknowledge the City's practice of cooperation with the District Attorney's enforcement efforts to collect child support owed by City employees.

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Sec. 1. Section 10.10 is hereby added to the Los Angeles Administrative Code to read as follows:

Sec. 10.10 Child Support Assignment Orders

a. Definitions

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

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

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. Mandatory Contract Provisions

Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 et seq. and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. Notice to Bidders

Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. Current Contractor Compliance

Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 et seq. and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. City's Compliance with California Family Code

The City shall maintain its compliance with the provisions of California Family Code §§5230 et seq. and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. Report of Employees' Names to District Attorney

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court-ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of subsection f.1., above.

DRAFT

ATTACHMENT 13

FIRST SOURCE HIRING ORDINANCE

ORDINANCE NO. 179281

An ordinance amending Los Angeles Administrative Code to add a new Division 10, Chapter 1, Article 18 to establish a program that requires service contractors who hire new employees to perform work on a City contract to seek employee references through referrals from the City and other agencies interested in training and finding employment for the traditionally unemployed or under-employed.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 18 is added to Chapter 1 of Division 10 of the Los Angeles Administrative Code to read:

**CHAPTER 1, ARTICLE 18
FIRST SOURCE HIRING**

Sec. 10.44. Purpose.

The City awards many contracts to private firms to provide services to the public and to City government. The City also provides grant and loan funding to others for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments, which promote the goals established for those programs and similar goals of the City. The City intends that the policies underlying this article serve to guide all of these expenditures to the extent allowed by the law.

City service contracts are subject to the City's Living Wage ordinance and provide covered workers with substantially greater wages and benefits than otherwise required by law. In addition, having the opportunity to work on a City contract affords workers valuable experience that can be used to garner future employment. The City has an interest in expanding the field of competent service workers to address the problems associated with a significant local unemployed, under-employed and unskilled workforce. The City serves this interest by expanding the opportunities that workers have to be referred for employment by City contractors.

The inadequate compensation often paid to service workers who are not subject to the City's living wage requirements fails to provide those workers with resources sufficient to afford life in Los Angeles. Further, there are many unemployed and under-employed service workers who are interested in performing work on City contracts. Young people constitute a significant portion of the unemployed and under-employed. Experience indicates that unemployment and under-employment contribute to devastating social burdens including a sustained, large population of unskilled workers, increased crime and increased need for costly social services. The City, as a principal provider of social support services, has an interest in promoting an employment environment that protects such limited resources. In creating a program that helps link

Contractors with potential service workers, the City serves this interest and provides greater opportunities for employment on service contracts. To further serve this interest, the Library Department and the Department of Recreation and Parks are encouraged to adopt policies consistent with this article.

Sec. 10.44.1. Definitions.

The following definitions shall apply throughout this article:

"Awarding Authority" means any subordinate or component entity or person of the City, such as a department or Board of Commissioners that has the authority to award or enter into any a Contract (as defined below). This shall not include any department that has control of its own funds or the Community Redevelopment Agency.

"CDD" means the City Community Development Department's Workforce Development System.

"City" means the City of Los Angeles, a municipal corporation, and all City Awarding Authorities.

"Contract" means a contract, which is in excess of \$25,000 with a term greater than three months, awarded to a Contractor by the City or by a Loan or Grant Recipient primarily to furnish services to or for the City or the Loan or Grant Recipient. This shall not include construction contracts for a public work of improvement.

"Contractor" means any Person that enters into a Contract with the City or a Loan or Grant Recipient.

"Designated Administrative Agency" or "DAA" means the Department of Public Works, Bureau of Contract Administration, who shall bear administrative responsibilities under this article.

"Loan or Grant Recipient" means any person who receives from the City a qualifying grant or loan for economic development or job growth expressly articulated and identified by the City.

"Person" means any individual, proprietorship, partnership, joint venture, corporation, Limited Liability Company, trust, association, or other entity that may employ individuals or enter into contracts.

"Referral Resources" means any resource used to locate new employees considered for employment under this article. Referral Resources shall include Trade Unions, Community Based Organizations, City Work Source Centers and any other resources approved by CDD.

“Subcontractor” means any person that enters into a contract with a Contractor or Subcontractor to assist in performing the services to the City or the Loan or Grant Recipient.

Sec. 10.44.2. First Source Hiring Procedure.

(a) Before executing a Contract, each Awarding Authority shall receive from the Contractor and provide to the DAA a list of anticipated employment opportunities that Contractor and its Subcontractors estimate they will need to fill in order to perform the services under the Contract. The list shall include:

(1) The number of anticipated employment opportunities throughout the term of the Contract; and

(2) The job title and description of each anticipated employment opportunity; and

(3) The basic qualifications necessary for each anticipated employment opportunity; and

(4) The number of anticipated hires made subject to the Service Contract Worker Retention Ordinance.

(b) During the term of the Contract, Contractor shall:

(1) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the CDD, which will refer individuals for interview; and

(2) Interview qualified individuals referred by Referral Resources; and

(3) Prior to filling any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor or Subcontractor interviewed and the reasons why referred individuals were not hired.

(c) Managerial, supervisory or confidential positions shall not be subject to this article.

(d) Positions requiring professional licenses to perform the Contract shall not be subject to this article.

Sec. 10.44.3. City Loan or Grant Recipients.

(a) A City Loan or Grant Recipient is subject to this article if the loan or grant is for economic development or job growth, is in an aggregate amount that exceeds \$25,000 and either:

(1) The loan is provided at an interest rate below the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f) at the time the Contract is executed; or

(2) The loan is at or above the applicable federal rate but the loan provides a mechanism for forgiving the interest.

(b) In the event that the applicable federal rate falls below the rate at which a City Loan is provided during the term of the Contract, the Awarding Authority may request the DAA to waive the requirements of this article.

Sec. 10.44.4. Compliance with the Service Contractor Worker Retention Ordinance.

Where applicable, Contractor shall first comply with the Service Contractor Worker Retention Ordinance, Administrative Code Section 10.36 *et seq.*, as amended from time to time.

Sec. 10.44.5. Designation of a Liaison.

Prior to execution of the Contract, Contractor shall provide the City with the name and contact information of the liaison designated to work with the DAA to implement this article.

Sec. 10.44.6. Transfer and Promotion.

This article does not prevent a Contractor from filling job vacancies or newly created positions by transfer or promotion of its existing staff.

Sec. 10.44.7. Administration.

(a) The DAA shall promulgate rules and regulations to assure efficient implementation and enforcement of this article.

(b) The DAA may delegate duties to other City departments and provide for the manner in which exemptions from this article are approved and documented.

(c) The DAA shall develop the forms to be used by the Awarding Authorities toward implementing this article.

(d) The DAA may establish rules and guidelines governing pre-interview screening of individuals referred under this article.

(e) The DAA shall investigate alleged violations of this article and monitor compliance with this article.

(f) The DAA may establish by regulation provisions under which the DAA may exempt a Contractor from the requirements of this article for specific employment opportunities.

(g) The DAA shall report to the Ad Hoc Committee on Gang Violence and Youth Development quarterly for one year after the ordinance is adopted. After the first year, the frequency of reporting requirements shall be determined by the DAA, or as otherwise instructed by City Council.

Sec. 10.44.8. Enforcement.

If the DAA determines that a Contractor has violated this article, the DAA may recommend that the Awarding Authority take any of the following actions:

(a) Document the determination in the Awarding Authority's Contractor Evaluation required under Los Angeles Administrative Code Section 10.39 *et seq.*; and

(b) Require that the Contractor document the determination in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 *et seq.*; and

(c) Terminate the Contract.

The Awarding Authority may pursue any rights and remedies available by law.

Sec. 10.44.9. Exemptions.

Upon request of the Awarding Authority, the DAA shall determine whether a Contract is exempt from this article because any of the following is applicable:

(a) Contracts where the provisions of this article conflict with federal or state law.

(b) Contracts with another governmental entity.

(c) Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention.

(d) Contracts awarded under urgent or emergency circumstances.

(e) Contracts entered into pursuant to Charter Section 371(e)(7).

(f) Contracts where the services are available only from a single source.

(g) Contracts that involve the investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit and bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code or the City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements.

(h) Contracts involving City monies if the Treasurer or the City Administrative Officer finds that failure to enter into the Contract will violate his or her fiduciary duties and cause the City to incur a financial loss or forego a financial benefit.

(i) City Loans or Grants funded from the proceeds of a bond issuance, tax credits or tax increment financing.

Sec. 10.44.10. Application of this Article.

This article is applicable to Contracts and amendments to Contracts entered into after the rules and regulations have been promulgated by the DAA.

Sec. 10.44.11. No Third Party Beneficiary.

This article does not create beneficial interests in any person who is not a party to the Contract.

Sec. 10.44.12. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit a person's right to bring legal action for violation of other laws.

Sec. 10.44.13. Intentional Violation. If the DAA determines that a Contractor intentionally violated the ordinance or used hiring practices for the purpose of avoiding this article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 *et seq.* This measure does not limit the City's authority to act under this article.

Sec. 10.44.14. Severability.

If a court of competent jurisdiction finds any provision of this article invalid, the remaining provisions shall remain in full force and effect.

NOTE: There is an ordinance pending to change the administration of the City's Workforce Development System and approval of referral resources to the Economic Development Department (EDD).

**City of Los Angeles
Los Angeles Housing and Community Investment Department**

Technical Assistance Request Form

RFP – Tenant Relocation Assistance Services

This form can be returned by fax to Constant Mok at (213) 808-8818 or returned by mail to:

City of Los Angeles
Los Angeles Housing and Community Investment Department
Rent Stabilization Division-Tenant Relocation Assistance Services RFP
1200 W. 7th Street, 8th Floor
Los Angeles, CA 90017

Agency Name:			
Contact Person:		Title:	
Address:			
Phone No.:		Fax No.:	
E-mail:			
Question (please reference page number from RFP in your question):		DATE: _____	
Answer:			
Date Received:			
Date Answered:	Answered by:		