

TRANSMITTAL

To: **THE COUNCIL**

Date: **02/03/20**

From: **THE MAYOR**

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

A handwritten signature in blue ink, appearing to be 'Eric Garcetti', is written over a large, faint, light blue watermark that reads 'OFFICIAL USE ONLY'.

(Ana Guerrero) for

ERIC GARCETTI
Mayor



Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

Housing Development Bureau

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January 22, 2020

Council File: 19-1323
Council Districts: Citywide
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Honorable Eric Garcetti
Mayor, City of Los Angeles
200 North Spring Street, Room 303
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

COUNCIL TRANSMITTAL: LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT REQUEST FOR AUTHORITY TO TAKE ACTIONS TO IMPLEMENT THE NEWLY AWARDED U.S. HOUSING & URBAN DEVELOPMENT 2019 LEAD BASED PAINT HAZARD REDUCTION PROGRAM GRANT FOR THE DEPARTMENT'S LEAD HAZARD REMEDIATION PROGRAM

SUMMARY

In accordance with Executive Directive No. 3, the General Manager of the Los Angeles Housing + Community Investment Department (HCIDLA) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. Through this transmittal, HCIDLA is requesting authority to take actions to implement the newly awarded Housing and Urban Development (HUD) 2019 Lead-Based Paint Hazard Reduction Program grant (LHRG) in the amount of \$5,600,000.

On November 15, 2019, a motion was adopted (Cedillo – Harris-Dawson) requesting authority to negotiate, enter into a contract with HUD, and accept the HUD-Office of Lead Hazard Control & Healthy Homes grants (OLHCHH) (CF No. 19-1323).

HCIDLA has been awarded \$5,000,000 for Lead Hazard Control and \$600,000 for Healthy Homes, for a total award of \$5,600,000. The \$5,000,000 award will be used to remediate lead hazards in pre-1978 housing units occupied by low-income households with children under the age of six years.

The \$600,000 supplement will allow the Lead Hazard Remediation Program (LHRP) to conduct a wide range of ancillary activities intended to mitigate health and safety hazards in homes, including efforts to prevent trip hazards, and control asthma and allergy triggers such as mold, moisture, and pest infestation.

To implement this newly awarded grant, HCIDLA requests authority to: 1) establish accounts; 2) appropriate funds; 3) expend funds; 4) approve new staff positions; and 5) release a Request for Proposals (RFP) to select qualified contractors for the purpose of conducting Lead and Healthy Homes Outreach, Education, Enrollment Services, and Training.

In addition, to ensure the services necessary to support the LHRP’s newly-awarded grant provided, HCIDLA requests authority to augment funding of the selected Lead Technical Service Contractors by executing amendments to add funds to previously approved contracts (CF No. 19-0972). Finally, HCIDLA requests authority to add Community Development Block Grant (CDBG) funds to EMSL Analytical, Inc. (DBA LA Testing) for lead testing services in support of the Handyworker Program.

RECOMMENDATIONS

I. That the Mayor review this transmittal and forward to the City Council for further action;

II. That the City Council, subject to the approval of the Mayor:

A. AUTHORIZE the City Controller to:

1. Establish a new interest-bearing fund, **“Lead Grant (LG) – 12”** for the receipt and disbursement of the HUD Lead Hazard Reduction Demonstration Grant (LHRDG) in the amount of \$5.6 million, to be administered by HCIDLA.
2. Establish new accounts within the new Lead Grant (LG) – 12 Fund and appropriate funds as follows:

Account No.	Account Name	Amount
43S143	Housing and Community Investment Department	\$ 262,111.10
43S299	Reimbursement of General Fund Costs	128,467.65
43S904	Administrative Reserve	2,507,421.25
43S902	Lead Hazard Reduction Direct	1,807,200.00
43S903	Healthy Home Supplement	600,000.00
43S844	Technical Services	294,800.00
	TOTAL	\$ 5,600,000.00

3. Increase appropriations in the amount of \$262,111.10 in the following accounts within Fund 100/43:

Account No.	Account Title	TOTAL
001010	Salaries, General	\$ 227,215.52
002130	Travel	6,129.72
006030	Lease	27,265.86
003310	Transportation	1,500.00
	TOTAL	\$ 262,111.10

4. Transfer appropriation in the amount of \$20,000 within the Community Development Block Grant Fund No. 424 from Account 43S143—Housing and Community Investment to Account 43S588—Handyworker Program.
5. Decrease appropriation in the amount of \$20,000 within Fund 100/43, Account 001010-Salaries General.
6. Expend funds upon proper demand from the HCIDLA General Manager or designee.

B. AUTHORIZE the HCIDLA General Manager or designee to:

1. Release a Request for Proposals (Attachment A) for Lead Outreach, Education, Enrollment Services, and Training, subject to the review and approval of the Office of the City Attorney as to form, assess the qualifications submitted, and return to the Mayor and City Council with contractor recommendations, funding levels and Controller’s instructions.
2. Execute first amendments to contracts ending 9/30/2020 with the Technical Service Vendors to increase funding in the amounts shown in Table 1 below for each contractor.

TABLE 1						
Lead Technical Services Contracts						
Service Category	Vendor	Contract #	Original Contract Amount (CF 19-0972)	LG-12 (43S844)	Handyworker Program CDBG (43S588)	New Contract Amounts
Lead Inspection Survey & Analysis	Barr & Clark Inc.	C-134779	\$10,000	\$58,500	\$0	\$68,500
	Lead Tech Environmental, Inc.	C-134622	\$10,000	\$58,500	\$0	\$68,500
Laboratory Lead Testing	EMSL Analytical, Inc.	C-134577	\$20,000	\$82,800	\$20,000	\$122,800
Relocation Services	Overland, Pacific, & Cutler, LLC	C-134807	\$30,000	\$75,000	\$0	\$105,000
Training	Forensic Analytical Consulting Services, Inc.	C-134808	\$50,000	\$20,000	\$0	\$70,000
Total Budget			\$120,000	\$294,800	\$20,000	\$434,800

3. Prepare Controller’s instructions and/or make any necessary technical adjustments consistent with the Mayor and City Council actions on this program, subject to the approval of the City Administrative Officer (CAO), and request the Controller to implement these instructions

C. RESOLVE that the following five positions within HCIDLA are approved, subject to position allocation by the Personnel Department and paygrade determination by the CAO. RESOLVE FURTHER that these five positions BE EXEMPTED from Civil Service provisions under City Charter Section 1001(f)(4), based on the positions being grant-funded, for a term of no more than

two years and may be extended for one additional year for a maximum exemption period of three years.

No. of Positions	Class Code	Classification Title
2	1569-1	Rehabilitation Construction Specialist I
1	1537	Project Coordinator
1	1542	Project Assistant
1	1358	Administrative Clerk

D. RESOLVE to reallocate Position Control No. RES391, subject to position allocation by the Personnel Department and paygrade determination by the CAO as follows:

Current Classification	New Classification
8502-2 Rehab Project Coordinator II	9171-2 Senior Management Analyst II

BACKGROUND

Lead Hazard Remediation Program (LHRP)

Title X of the 1992 Housing and Community Development Act, otherwise known as the Residential Lead-Based Paint Hazard Reduction Act (Public Law 102-550), mandated the creation of an infrastructure that would correct lead-based paint hazards in housing. As a result of this determination, Congress appropriated funding designed to assist states, Native American tribes, and local governments in undertaking comprehensive programs to identify and control lead-based paint hazards in eligible privately-owned housing for rental or owner-occupied units. Through this appropriation HUD issues annual NOFAs, which include LHRG. Since 1998, the City has successfully applied for five Lead-Based Paint Hazard Control Grants, six Lead Hazard Reduction Demonstration Grants, two Lead Outreach Grants, and one Healthy Homes Production Grant.

Lead-based paint hazards continue to be dangerous for children. Although the bans on leaded gasoline and paint in 1978 have greatly reduced the incidence of dangerous lead levels in children, lead-based paint and the related dust and chips continue to be the leading cause of high lead levels in U.S. children. Children under the age of six years are most vulnerable, since the brain and nervous system are still developing at this early stage. Research studies indicate that significant neurologic damage to children occurs even at very low levels of exposure. High exposure to lead-based paint hazards can cause serious adverse health effects, including damage to the brain and nervous system.

Consistent with HUD's strategy for addressing lead poisoning, HCIDLA's Lead Hazard Remediation Program (LHRP) is a comprehensive program designed to identify and control lead-based paint hazards in housing, by way of education and remediation. The LHRP is available throughout the City of Los Angeles, with emphasis on Council Districts 1, 6, 7, 8, 9, 10, 13 and 14. These areas are considered high-risk areas containing large percentages of pre-1978 rental housing units, low income residents, and high concentrations of children five years of age and younger.

Since the inception of the program, the LHRP has been successful in making over 2,350 housing units lead-safe in privately-owned, low-income rental units and owner-occupied housing where children under the age of six years reside or frequently visit. In 2014 alone (the last year that HCIDLA was provided with LHRDG funds), 105 units were made lead-safe.

Due to a HUD finding related to Americans with Disabilities Act (ADA) requirements (which were not related to the LHRP program), HCIDLA was disqualified from applying for LHRDG funds in 2016, 2017, and 2018. Despite this, the City opted to keep the lead program operating at a reduced level using its Community Development Block Grant (CDBG) entitlement funds. This involved reprogramming CDBG funds from other activities in the City to the lead program, reducing staff assigned to the LHRP by 3.5 FTEs, eliminating the Healthy Homes program, and focusing on the remediation of lead hazards for households with Elevated Blood Lead (EBL) levels. During Fiscal Year (FY) 2018-19 (CDBG Program Year 44) HCIDLA allocated \$1,242,053 in CDBG funding to the program, which allowed for 37 low-income units with children to be made lead-safe.

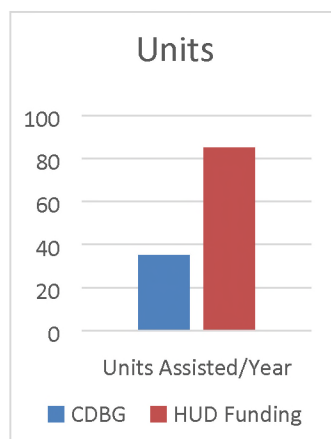
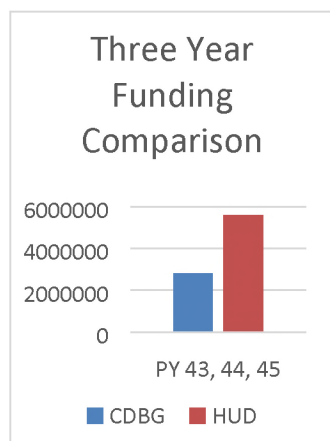
With the \$5.6 million awarded this year to fund both LHRP programs, HCIDLA will make 240 units lead-safe; in addition, 125 ancillary units will be remediated through the Healthy Homes Supplement (see the following section for details). This is a 228% increase in the number of units that will be made lead safe in a 12-month period (note that, during the 42-month grant period, there is a three-month start up and a three-month closeout period, leaving 36 months for production).

The CDBG funds are an important factor in the continuation of the Lead Hazard Remediation Program. In previous years, HCIDLA utilized Code Enforcement Inspector salaries as a match. However, since we last applied, HUD is no longer approving Code Enforcement as a match. The Notice of Funding Availability (NOFA) required a 15% match. As such, other HCIDLA staff and partner funds were utilized to meet this match requirement.

Lead Grant (LG-12)

On October 2, 2019, HCIDLA was notified by HUD-OLHCHH that the application in response to the 2019 LHRG NOFA was successful, and that the City would be awarded a grant for the Lead Hazard Remediation Program in the amount of \$5,000,000, with an additional \$600,000 Healthy Homes Supplement, for a total award of \$5.6 million (LG-12). The period of performance for this grant will be 42 months. Through this grant, HCIDLA will conduct 260 Lead Inspections/Risk Assessments (LIRA), make 240 units lead safe, and provide outreach and training to general contractors and workers to become State Lead Certified Supervisors and Lead Workers. The Healthy Homes Supplemental funding will be offered to address ancillary health and safety issues in units assisted with this grant. The Healthy Homes Rating System (HHRS) will be utilized to prioritize, assess, and remediate other health and safety issues within 125 eligible units. The HHRS, an American adaptation of a British evaluation system, was developed to systematically assess potential housing-related health and safety hazards. By focusing on 29 types of potential hazards, it places the emphasis directly on the risk to health and safety, rather than cosmetic or physical conditions alone.

This grant significantly expands the funding resources for the LHRP. Below is a comparison chart displaying the CDBG funds provided to the program during the last three years without LHRDG funds, compared to the 36-month production forecast for the program now that the additional funding has been awarded.



HCIDLA reaches out to both owners and tenants by presenting to apartment associations, sponsoring trainings, attending fairs, and conducting presentations. To assist in outreach and project recruitment, HCIDLA will contract with four Community-Based Organizations (CBOs) selected through a competitive RFP process. The CBOs will conduct door-to-door outreach and group presentations in order to educate the community about lead hazards, lead poisoning prevention, and lead-safe work practices. In addition, the CBOs will assist tenants in completing their application packets, collecting necessary qualifying information, and referring them to the LHRP for assistance. HCIDLA works directly with the Los Angeles County Childhood Lead Poison Prevention Program (CLPPP) Inspectors who provide lead pamphlets to families of lead-poisoned children with the LHRP's information.

Funding Match Resources

The HUD-OHHLHC 2019 NOFA required applicants to provide a 15% funding match. LHRP's match was obtained from the following sources:

Matching Contribution Table

Source of Allowable Match	Purpose of the Match	Match Amount
HCIDLA – CDBG and Fees	Environmental review, Rent Escrow Account Program (REAP), and Systematic Code Enforcement Program (SCEP) program flyer into mailers.	\$39,783
HCIDLA – CDBG	Supporting staff salary and related costs	\$591,182
Healthy Homes Collaborative – Private and Foundation Funding	Training, supervisions, overhead	\$10,000
Coalition for Economic Survival – Foundation Funding and donors fees	Targeted outreach and education.	\$30,000
Inquilinos Unidos – Foundation Funding	Targeted outreach and education, overhead and supervision.	\$30,000
Housing Rights Center – Foundation Funding	Targeted outreach and education, overhead and supervision.	\$25,000
Pacoima Beautiful – Foundation Funding	Targeted outreach and education, overhead and supervision.	\$10,000
Apartment Association of Greater Los Angeles – Membership and other fees	Outreach to and referrals from Association Members.	\$9,000
Apartment Association California Southern Cities – Membership Fees	Referrals of residents.	\$5,000
Total 15% funding match		\$749,965

Critical Partners	
Organization	Roles and Responsibilities
Los Angeles County Childhood Lead Poisoning Prevention Program	Referrals of Elevated Blood Lead Levels, case management and environmental investigation
California Healthy Housing Coalition	Outreach and promotion to Coalition members
Housing Authority of the City of Los Angeles	Outreach to owners in the HACLA newsletter (at least annually) and referral of Housing Choice Voucher (Section 8) landlords with lead paint hazards
LA Conservation Corps	Training for youth as certified lead workers and crew of five YouthBuild construction trainees plus adult supervisor.
Impact Assessment, Inc.	Coordination and leverage with CDC grant.

Position Authorities

To ensure that sufficient staffing is available for implementation of the 42 months of newly-awarded Lead Grant funds, HCIDLA is requesting authority for five exempt positions and the reallocation of one position (Attachment C – Proposed Org Chart).

No. of Positions	Class Code	Classification Title
2	1569-1	Rehabilitation Construction Specialist I
1	1537	Project Coordinator
1	1542	Project Assistant
1	1358	Administrative Clerk

These five exempt positions are critical in order to perform the LG-12 deliverables, which includes assisting owners and tenants in filling out applications, income qualifying the units, ordering Lead Inspections/Risk Assessment Reports, conducting workshops, writing lead work specifications, monitoring construction, conducting clearances, coordinating and working with other organizations, preparing reports, requesting lead blood test results of children under the age of six years, and complying with HUD's administrative and reporting requirements for the grant.

When HCIDLA last was allowed to apply for this grant in 2014, 12 FTEs were assigned to the LHRP; currently there are 3.5 FTEs assigned to this program. The LHRDG funds will support five additional FTEs to implement the new grant. The LHRP has been on life-support with the reduction in staff and resources over the last three years; these funds will allow HCIDLA to replenish the resources needed to serve 228% more units per year and bring the program staffing up to the proper levels to serve more constituents.

HUD provides a three-month implementation period for the grant, which allows for the hiring of staff. With this strict implementation timeline, the utilization of the civil service hiring process would not be feasible. Also the two Rehabilitation Construction Specialist positions are of a highly technical nature that would require experience that is not readily available in the current candidate pool. The Rehab Construction Specialist in the Lead Program must possess the State's and the Environmental Protection Agency's Lead Certifications. The certifications are mandated by the State and Federal regulations. For this reason, the highly specialized nature of these two positions would be better served as exempt positions.

Below is a description of the duties for each requested position:

Rehabilitation Specialists (2): Prescreens properties; ensures Lead Inspection/Risk Assessment Reports (LI/RA) are accurate; creates the scope of work for projects; ensures the project's cost breakdown is accurate; conducts bid walks for contractors; submits environmental reviews; draft the contract agreement; ensure permits were issued, monitors project progress; mediates owner/contractor disagreements; reviews contractor invoicing; creates disbursement spreadsheets; conducts lead clearance sampling; interprets laboratory results; assists in coordinating tenant relocation; and creates Operation and Maintenance plans.

Project Coordinator: Ensures program applications are complete; income qualifies program applicants, coordinates tenant relocation; requests LI/RA; assists in coordinating with the Lead Outreach, Education, Enrollment Services and Training contractors; and conducts stakeholder presentations.

Project Assistant: Assists tenants and owners with the application process; collects resident children's blood lead level test results from parents/caregivers; coordinates tenant relocation; requests LI/RA; conducts presentations at local apartment associations; and conducts outreach and education at community fairs.

Administrative Clerk: Oversees correspondence, assists with income qualification forms, assembles project folders, collects Section 3 forms, routes grant agreements and invoices for review and signatures, conducts data entry, and ensures vendors invoices are submitted to Accounting.

Rehab Project Coordinator II/Senior Management Analyst II: Oversees and manages the Healthy Homes Unit, which consists of the Lead Hazard Remediation Program and the Handyworker program, supervises and evaluates staff, designs the program's work plan, applies for grant funding, ensures that the deliverables are met for both programs under the Healthy Homes Unit, oversees the procurement process for program contractors, manages the program's contracts, and collaborates with Federal, State and local agencies in developing policy regarding childhood lead poisoning.

Although the incidents of childhood lead poisoning have decreased, it still remains a pediatric environmental problem. This additional funding will increase the collaboration between the City and other government agencies to impact legislation and policy work concerning childhood lead poisoning. For this reason and after reviewing the program's current infrastructure and staffing needs, HCIDLA has determined that a Senior Management Analyst II is more appropriate to meet the programmatic needs of the Healthy Homes Unit. Therefore, HCIDLA is requesting a position reallocation for RES391, from a Rehabilitation Project Coordinator II (RPC II) to a Senior Management Analyst II (SMA II).

The SMA II plans and organizes work and resources; directs professional, technical, and clerical personnel; performs a wide range of administrative, financial, grants, legislative, and/or personnel work; performs more complex assignments; and may act as staff advisor to management or as the assistant head of a major administrative staff or operating division. The RPC II is responsible for the overall coordination of a specific housing or rehabilitation or urban improvement project and is responsible for the achievement of the technical, community relations and production goals for that project. An employee of this class supervises the activities of a field office staff engaged in executing the rehabilitation program. An RPC works with minimal supervision and is responsible for the work standards and performance of subordinates. An employee of this class receives assignments in terms of broad objectives and work is reviewed in terms of accomplishment of those objectives. In contrast, the SMA II classification is a broader and more appropriate position for the management of the Healthy Homes Unit. The job responsibilities call for the full range of supervisory activities, including the application of discipline,

training, processing and resolution of grievances, and evaluation of performance. As such, the Senior Management Analyst II position is better suited for addressing the current needs of both programs.

Community-Based Organization – Request for Proposals Process (RFP)

Historically, HCIDLA utilized the services of qualified community-based organizations (CBOs), selected through the City’s RFP process to conduct outreach, education, enrollment services, and training. The CBOs support the LHRP by conducting door-to-door outreach in the city’s older low-income neighborhoods. They provide lead awareness education to tenants and property owners and the need to use lead-safe work practices, enrolling eligible units, and sponsoring community-wide events to encourage and promote lead hazard control. The CBOs work in conjunction with HCIDLA’s Systematic Code Enforcement Program (SCEP). This outreach method ensures that lead hazard control efforts target housing where children are at greatest risk of lead poisoning. The broad outreach to low-income homeowners, tenants living in rental housing situated in low-income neighborhoods, and landlords participating in the Section 8 voucher program ensures that this program benefits low and very low-income families with children under the age of six.

The alliance built between HCIDLA and the CBOs has been very successful in creating a positive relationship between community residents and local government. HCIDLA has determined that contracting with CBOs is an effective way to control costs and access tenants and owners. In addition, these CBOs are familiar with the constituents’ needs. HCIDLA requests authority to issue an RFP (Attachment A) for the selection of qualified contractors to conduct Lead and Healthy Homes Outreach, Education, Enrollment Services, and Training.

On November 5, 2019, HCIDLA requested a determination from the Personnel Department, based on the provisions of Charter Section 1022, that the City does not have sufficient staff to perform the required services sought under this RFP. The Personnel Department determined that there are no City classes with the knowledge, expertise and the required certification and training necessary to perform the duties being proposed for contracting.

The types of services solicited in the RFP are as follows:

Title	Description of Service	Budget
Lead Outreach, Education, Enrollment Services and Training	Contractors responsible for implementing the City’s outreach, education, and enrollment objectives as required by HUD	\$400,000

Eligible Proposers

Proposers must be in good standing with relevant regulatory oversight agencies and must possess the requisite licensing, and/or accreditation associated with the respective service for which a proposal is submitted. Only firms having direct and/or related experience in the delivery of similar services for which they are submitting a proposal will be considered.

Evaluation Criteria

Each proposal will be evaluated on its own merits for content, responsiveness, conciseness, clarity, relevance, and strict adherence to the instructions in the RFP. Each proposal will be reviewed and rated on the following categories:

Item	Evaluation Criteria	Points
1	<u>Experience</u> Quality and depth of the proposer’s experience and expertise as it relates to the services for which the proposer is applying, training of assigned personnel, work experience with the City of Los Angeles, other government agencies and private contract activities, description of services and references.	30
2	<u>Capacity</u> The capacity of the proposer to provide the requested program services including workforce, program staffing and staff job descriptions.	30
3	<u>Program Design</u> The description of how the proposer intends to provide the required services including work operations plan, the use of available resources to maximize the effectiveness of the LHRP funding, including reports assessing whether outcomes and goals have been achieved.	30
4	<u>Cost Reasonableness</u> The proposed budget to support the stated scope of services. Funds to be allocated should minimize administrative costs and support direct services.	10
Total Points		100

HCIDLA will establish an evaluation panel, which may include representatives from other public agencies, to review submitted proposals and make final recommendations. Proposers will have an opportunity to appeal procedural issues only, by submitting a letter to HCIDLA within five business days of being informed of the evaluation results. Contractor recommendations will be presented to the Mayor and City Council, who will exercise final authority in the selection of contractors and the allocation of funds. A fixed rate will be negotiated with the approved contractors.

Technical Service Contracts Amendments

In addition, HCIDLA requests authority to add funding to the previously selected Lead Technical Service Contractors (CF 19-0972). The action will ensure the services necessary to support the new grant under LHRP.

The Technical Service Contractors provide the necessary professional services for supporting program operations. These services include Lead Inspection, Survey and Analysis, Laboratory Lead Testing, Relocation Services, and Training and Environmental Assessment (Attachment B - Draft Amendments).

- Lead Inspection, Survey, and Analysis – The two contractors in this category, Barr & Clark Inc. and Lead Tech Environmental, Inc., conduct a lead-based paint inspection/risk assessment as per HUD 2012 guidelines.
- Laboratory Lead Testing – The contractor in this category, EMSL Analytical, Inc., conducts analysis reports of lead contents in various types of samples including: 1) lead in soil; 2) lead in air; 3) lead in dust; 4) lead in water; and 5) waste characterization.

- Relocation Services – The contractor for relocation, Overland, Pacific, & Cutler, LLC, develops relocation plans for temporary or permanent relocation in accordance with federal, state, and local relocation requirements.
- Training – The contractor in this category, Forensic Analytical Consulting Services, Inc., conducts training as needed for staff, contractors, and constituents on lead-related construction for initial certification and continuing education (where required). In this highly collaborative program, LHRP's staff is responsible for coordinating lead program activities with SCEP, and other programs within its own division. Other partners include the Housing Authority of the City of Los Angeles (HACLA), the Los Angeles County Department of Public Health Childhood Lead Poisoning Prevention Program (CLPPP), community-based organizations, weatherization programs, childcare referral agencies, and apartment associations.

Recommended additional amounts to support the new grant are listed under Recommendation B.2, above.

Handyworker Program Background

The Handyworker Program provides free minor home repairs and/or improvements to eligible seniors and people with disabilities. The program addresses basic health, safety, security, and accessibility issues of owner-occupied, single family homes or condominiums/townhomes. CDBG, which funds the Handyworker Program, requires lead testing when lead could be disturbed in homes that were built before 1978. In order to ensure a lead clearance, the Handyworker Program requires the services of LHRP's Laboratory Lead Testing contractor, EMSL Analytical, Inc. (DBA LA Testing). Whenever lead-based paint is disturbed, lead samples are taken to ensure the proper steps were taken to clean the work site. Proper containment and clearance samples ensure that there is no lead exposure to the workers, homeowner or any members of the household.

The Handyworker Program follows a program budget that is submitted to support the Consolidated Plan activity that is set up for the program. This budget is separate from the City's Fund 100 budget and involves only CDBG program funds already approved by the City Council to be utilized for the Handyworker Program. It is common for various CDBG-funded programs to occasionally shift funding within their program budgets to meet the needs of the grant. When the program budget was created, the line item for lab testing was omitted; at the same time, staff costs that were included in the program budget have since realized substantial savings. As such, \$20,000 from salary savings for the Handyworker Program is needed to ensure sufficient resources are in place to provide for the lead testing requirement.

FISCAL IMPACT

There will be no impact on the General Fund. The Lead Hazard Control Program is supported with CDBG and grant funds from HUD-OLHCHH. The recommendations contained in this report will authorize HCIDLA to reallocate \$20,000 to the EMSL Analytical, Inc. (DBA LA Testing) contract funded by CDBG.

Prepared By:



LISETH ROMERO-MARTÍNEZ
Rehab Project Coordinator II

Reviewed By:



HELMI HISSERICH
Director of Housing Strategies & Services

Reviewed By:



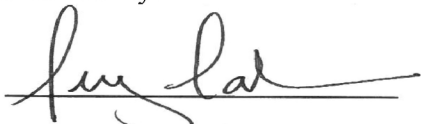
SEAN L. SPEAR
Assistant General Manager

Reviewed By:



LYNDON O. SALVADOR
Director of Accounting

Reviewed By:



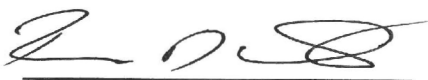
LUZ SANTIAGO
Assistant General Manager

Reviewed By:



LAURA K. GUGLIELMO
Executive Officer

Approved By:



RUSHMORE D. CERVANTES
General Manager

ATTACHMENTS:

Attachment A - Draft RFP

Attachment B - Draft - Pro Forma - EMSL

Attachment B - Draft - Pro Forma - Lead Tech
Attachment B - Draft- Pro Forma - OPC
Attachment B - Draft- Pro Forma - FACS
Attachment B - Draft- Pro Forma - Barr and Clark
Attachment C - Proposed Org Chart



City of Los Angeles Housing and Community Investment Department



Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

Request for Proposals (RFP)

Lead Outreach, Education, Enrollment Services and Training

Release Date	TBD
RFP Submission Deadline	TBD Proposals shall be accepted no later than 4:00 p.m. via hand delivery or courier to the address listed below. If mailed, postmarked no later than 11:59 p.m. and addressed to the address listed below.
Submission Address	Los Angeles Housing and Community Investment Department Attn: Contracts and Procurement Unit 1200 W. 7 th Street, 1 st Floor, Public Counter Los Angeles, CA 90017
Mandatory Proposers' Conference (Proposers may participate in person or via webinar, see page 6)	TBD (10:00 a.m. – 12:00 p.m.) Location TBD RSVP by TBD via email to: hcidla.contractsprocurement@lacity.org
Request for Technical Assistance Deadline	TBD Submit by email only to: hcidla.contractsprocurement@lacity.org All questions and answers will be made available to all proposers on the LABAVN website at: www.labavn.org

It is the policy of the City of Los Angeles to provide access to its programs and services for persons with disabilities in accordance with Title II of the Americans with Disabilities Act (ADA) of 1990, as amended. As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.

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

**City of Los Angeles
Housing and Community Investment Department
Request for Proposals
Lead Outreach, Education, Enrollment Services and Training**

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Business Services Implementation Plan Collaborator Agreements

ATTACHMENT 6 – *(Not applicable, nothing to submit)*

ATTACHMENT 7

Iran Contracting Act of 2010 Compliance Affidavit

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EXHIBIT 1 – Proposed Fee Schedule

I. BACKGROUND

A. ADMINISTRATIVE ENTITY

The Los Angeles Housing and Community Investment Department (HCIDLA) administers various programs such as the financing of affordable housing, first-time home buyer, housing rehabilitation, the enforcement of the Rent Stabilization Ordinance, Systematic Code Enforcement Program and other services to ensure safe, decent and affordable housing in the City of Los Angeles.

On behalf of the City of Los Angeles (City), the HCIDLA will serve as the administrative entity for this request for proposals (RFP). The HCIDLA has been authorized to release this RFP pursuant to action(s) approved by the Los Angeles City Council and Mayor (City Council File No. 19-1323).

B. OVERVIEW

HCIDLA is charged with the development of citywide housing policy and supporting safe and livable neighborhoods through the promotion, development, and preservation of decent and affordable housing.

On September 30, 2019, HCIDLA was awarded a Lead Hazard Reduction Demonstration Grant for \$5 million. This grant will allow HCIDLA to continue its Lead Hazard Remediation Program (LHRP). The funding for this program will be used to conduct 250 Lead Inspections/Risk Assessments, make 240 units lead safe, and provide outreach and education and lead certified individuals.

Through the LHRP, outreach is conducted utilizing a different range of approaches to educate and recruit potential participants into the program. The LHRP serves to reach out to both owners and tenants by presenting at apartment associations, sponsoring trainings, attending fairs, conducting presentations, and providing educational pamphlets to families of lead-poisoned children with the LHRP's information.

The program will serve the entire City of Los Angeles with emphasis on privately-owned, low income rental or owner-occupied housing, especially units and/or buildings where children under the age of six reside or frequently visit.

II. RFP SPECIFICATIONS

A. SERVICES SOLICITED

This Request for Proposals (RFP) seeks qualified contractors to provide needed services for implementation of the Outreach, Education, Enrollment and Training components of the Lead Hazard Remediation Program as well as its Healthy Homes Supplement.

The overall program objective is to prevent lead poisoning by raising public awareness and enrolling properties into the LHRP to make them lead safe. In addition, the program will address limited health and safety items that may exist in the property. Program objectives include, but are not limited to, the following:

- Provide Outreach, Education and Training about childhood lead poisoning prevention.
- Distribute information about proper lead hazard identification, control, rehabilitation, and maintenance methods.
- Provide training in topics that include Green Cleaning; Promoting Smoke Free Homes; Integrated Pest Management to control Roaches/Rats/Mice/Bed Bugs/Wasps; Moisture Control; Structural Repairs; Weatherization/Energy Efficiency; Lead/Asbestos/Radon; Housing Habitability Code Standards; Housing Rights; and Earthquake Preparedness.
- Recruit and enroll eligible participants (properties) into the LHRP.

To meet its multiple objectives and/or adapt to emerging needs, HCIDLA must periodically look to experts in specialized fields to provide adequate guidance and information on specific subjects. This Request for Proposals (RFP) seeks up to four (4) qualified proposers to provide LHRP Outreach, Education, Enrollment Services and Training.

B. SCOPE OF WORK

This Request for Proposals (RFP) seeks contractors qualified to provide the scope of services as listed below:

Title	Description of Service
Lead Outreach, Education, Enrollment Services and Training	Contractors will be responsible for assisting HCIDLA's program outreach, education, and enrollment objectives.

The City of Los Angeles intends to enter into contract(s) to perform services for the LHRP. HCIDLA, at its sole discretion, reserves the right to reject all bids, and award one or multiple contracts for the required services.

Lead and Healthy Homes Outreach, Education, Enrollment Services and Training

Proposers must have: a) at least three (3) years of experience conducting outreach and education; b) the capacity to serve all areas in the City of Los Angeles; c) experience in working with low-income families; d) the ability to communicate in English, Spanish and other languages pertinent to the service area; and e) be trained as a Healthy Home Specialist (HHS) by the National Healthy Homes Training Center and Environmental Protection Agency (EPA) certified on the Renovation, Repair and Painting (RRP) Rule prior to commencing work.

Under contract with the HCIDLA, the selected Outreach, Education, Enrollment and Training contractor(s) will be responsible for providing the following services, including conducting outreach and training as follows:

1. Door-to-Door Education and Outreach. The contractor will be required to make in-person contact with adult residents in either single-family or multi-family units for a minimum time period of ten (10) minutes per contact. During the agreement period, the contractor will be required to:
 - a. Educate occupants on lead-based paint hazards, lead safe work practices and lead poisoning prevention. The contractor must distribute the EPA's booklet "Protect your Family from Lead in Your Home and Keep It Clean" and/or other pamphlets that may be helpful in preventing lead poisoning.
 - b. Inform residents, landlords, and property managers of the LHRP, Systematic Code Enforcement Program (SCEP), and other programs that may be of assistance in preventing lead poisoning.
 - c. Obtain necessary information from participating household occupant(s), (including, income, unit address, type of unit, age of building, list of household occupants, number and name of children less than six years of age residing or visiting, name of landlord or owner, contact person).
 - d. Provide multilingual services through translators and bilingual educational materials in English and the dominant language(s) identified by the contractors for all site visit and/or meetings at any individual building.
 - e. Keep written records of the initial visit and all follow up visits.
2. Target Meetings
The contractor will be required to conduct meetings, including pre-scheduled "on-site" meetings, with specific groups (tenants, landlords, parent groups, child-care providers, and real estate professionals) with four or more people in attendance. The information discussed, provided, and disseminated shall be the same

information as specified in the above Section 1 (Door-to-door Education and Outreach).

3. Neighborhood Meetings/Community Meetings/Health Fairs

The contractor will be required to conduct community meetings, organized within a specific block or Council District. This type of meeting may be conducted as part of another neighborhood or community meeting for the benefit of educating residents on topics such as "lead poisoning prevention and control," as well as the City's LHRP. The information discussed, provided, and disseminated at these meetings shall be the same information identified in Section 1 (Door-to-door Education and Outreach). The outreach contractor shall develop effective techniques and methods for reaching its target audience. A copy of the flyer/presentation and sign in sheet must be submitted to the LHRP.

4. Referral of Units to the LHRP

The contractor will be required to collect completed applications and provide referrals to the LHRP. For the applications to count toward a contractor's benchmarks as a completed application, the following must be submitted for each project:

a. Owner's Application

1. Completed LHRP Owner's Application
2. Copy of the Title / Grant Deed (and any supporting documentation, if necessary)
3. Copy of the Property Insurance
4. Proof of Income
5. Copy of Lead Blood Test, if owner occupied

b. Tenant Application (Rental Units)

1. Completed LHRP Tenant's Application
2. Proof of Income
3. Copy of Lead Blood Test, if applicable

A complete application must be provided for every unit in the project.

5. Training

The contractor will be required to conduct training on specific subject matters that motivate and reinforce the maintenance of a healthy environment in the home. Subject matter includes, but is not limited to: training on green cleaning; promoting smoke-free homes; integrated pest management to control roaches/rats/mice/bed bugs/wasps; moisture control; structural repairs; weatherization/energy efficiency, lead/asbestos/radon; housing habitability code standards; housing rights; and earthquake preparedness.

6. Meetings

The contractor will be required to attend scheduled monthly meetings and any other pre-arranged meeting with HCIDLA. At these meetings, the contractor shall be prepared to present and provide written information regarding the prior

month's outreach, education, and enrollment efforts and to discuss problems encountered and solutions developed to lessen them.

7. Reports

The contractor will be required to provide a monthly report, no later than the 5th day of the month on the form (provided by the LHRP) entitled "LHRP Outreach Monthly Report."

The contractor will be required to provide a quarterly narrative report, delivered electronically via e-mail in a "MS Word" format, not later than the 10th day after the end of each quarter (Jan., April, July, and Oct.). The report shall include a summary of outreach and education activities conducted for the quarter (Jan.-Mar., April-Jun, Jul.-Sept., and Oct.-Dec.).

C. ELIGIBLE PROPOSERS (Threshold Requirements)

Proposals will be accepted only from individuals or organizations that meet the following criteria. Proposers must:

1. Be qualified to conduct business in the State of California as evidenced by the organization's business registration with the California Secretary of State;
2. Be in good standing with the California Secretary of State, if a corporation or limited liability company;
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. Have a minimum of three (3) years of direct and/or related experience in administering part or all of the services solicited.
6. Possess the requisite licensing, certification and/or accreditation associated with the respective service for which a proposal is submitted.
7. Not have any outstanding debt which has not been repaid or for which a repayment agreement plan has not been implemented, if the proposer has previously contracted with the State of California or the City of Los Angeles. If it has contracted with the HCIDLA, it must not have any outstanding disallowed costs or other liability to the City.

D. BUDGET AND SOURCES OF FUNDS

The source of funds for this RFP is the Office of Lead Hazard Control and Healthy Homes (OLHCHH) program funds from the U.S. Department of Housing and Urban Development (HUD). Approximately \$200,000 is anticipated to be available for Lead Outreach, Education, Enrollment Services and Training, subject to the approval by the Los Angeles City Council and the Mayor.

E. CONTRACT TERM

The initial contract shall commence on or about January 1, 2021 for a one-year period with an option to extend for up to one additional one-year term, 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. It is anticipated that four (4) contractors will be selected under this RFP for a contract amount of \$50,000 each. HCIDLA will negotiate a fixed rate fee schedule with the selected contractor(s) based upon both the prices submitted in response to the RFP and the Department's own price analysis.

F. PRELIMINARY SCHEDULE

<u>Event</u>	<u>Date</u>
Request for Proposals Released	TBD
Mandatory Proposers' Conference	TBD
Proposal Submission Deadline	TBD

G. MANDATORY PROPOSERS' CONFERENCE

A Proposers' Conference has been scheduled to answer questions about this RFP. See cover page for Conference date and location. Attendance is mandatory for anyone interested in submitting a proposal in response to the RFP. Please plan to arrive on time as credit may not be given if a proposer's representative arrives late to the conference. If you are not available to attend, you may either send a representative or participate via webinar, which will be held in conjunction with the in-person conference. The registration and webinar information for remote participation is as follows:

1. Please register for the **Lead Outreach, Education, Training and Enrollment Services RFP Proposers' Conference** by **TBD** at:

<https://attendee.gotowebinar.com/register/1804656319727417347>

2. When attending, please select **Phone Call** as your audio mode.
3. The following number should be dialed on your phone in order to access the audio portion of this meeting:
United States: +1 (415) 655-0060
Access Code: 343-502-808
Audio PIN: Shown after joining the online webinar

After registering, you will receive a confirmation email containing information about joining the webinar. A GoToWebinar attendee guide can be found at the following address:
<https://support.logmeininc.com/gotowebinar/how-to-join-attendees>

At this Conference, City staff will review the RFP document and respond to questions regarding requirements of the RFP. City staff will not provide assistance regarding a proposer's individual program design. **BRING YOUR OWN COPY OF THE RFP. NO COPIES WILL BE PROVIDED AT THE CONFERENCE.**

The City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. Please contact the Contracts and Procurement Unit at (213) 744-7278 seventy-two (72) hours prior to the date of the conference to ensure proper accommodations.

H. TECHNICAL ASSISTANCE

With the exception of the Mandatory Proposers' Conference, all technical assistance questions must be submitted by e-mail to hcidla.contractsprocurement@lacity.org. **Please identify the RFP title on the email subject line to ensure prompt attention from the appropriate City staff.** To ensure a fair and consistent distribution of information, all questions will be answered by a Question-and-Answer (Q&A) document available on the Los Angeles Business Assistance Virtual Network (LABAVN) 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.

I. DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals must be hand or courier-delivered in a sealed package to the address listed on the front cover of this RFP by 4:00 p.m. PST by the submission deadline date or delivered via U.S. Certified Mail postmarked no later than 11:59 p.m. PST on the submission deadline date.

Proposers must submit one (1) original and four (4) complete copies of the proposal – no copies will be made at HCIDLA or by HCIDLA staff. The proposal designated as original must be marked "ORIGINAL" on the cover letter and must bear the actual "wet" signature of the person(s) authorized to sign the proposal. Proposers must also submit an electronic version in a properly labeled disk or memory stick with the package. A cover letter accompanying the proposal package must be addressed to:

Contracts and Procurement Unit
Los Angeles Housing and Community Investment Department
1200 W. 7th Street, 1st Floor, Public Counter
Los Angeles, CA 90017

Persons who hand-deliver proposals will have their original proposal date and time stamped and will be issued a "Notice of Receipt of Proposal." Proposers are encouraged to submit proposals well in advance of the proposal due date and time to

ensure that proposals receive a time and date stamp of 4:00 p.m. or earlier. Please allow sufficient time for traffic, parking, and security checks when entering 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 not later than 11:59 p.m. on the submission 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 ON THE SUBMISSION DEADLINE DATE OR POSTMARKED AFTER 11:59 P.M. PST ON THE SUBMISSION DEADLINE DATE WILL BE RETURNED UNOPENED TO PROPOSERS.**

J. EVALUATION CRITERIA

The Housing and Community Investment Department will review and score each complete and fully responsive proposal. Proposals shall be determined eligible for review and scoring based on the responsiveness and factuality or verifiability of the proposal documentation and information. A minimum score of 70 is required to be considered for funding. The evaluation will be based on the proximity of a proposal's prices to competitive market values and relative to other proposers' pricing, the quality of responses to the RFP, and reasonableness of the proposer's costs relative to other proposers' costs. Proposals shall be evaluated based on the following categories and may include consideration of any or all of the listed factors at the City's sole discretion.

EVALUATION CRITERIA	POINTS
<u>Experience</u> Quality and depth of the proposer's experience and expertise as it relates to the services for which the proposer is applying; training of assigned personnel; work experience with the City of Los Angeles, other government agencies and private contract activities; description of services and references.	30
<u>Capacity</u> The capacity of the proposer to provide the requested program services including workforce, program staffing and resumes.	30
<u>Program Design</u> The description of how the proposer intends to provide the required services including work operations plan, the use of available resources to maximize the effectiveness of the LHRP funding, including reports assessing whether outcomes and goals have been achieved.	30
<u>Cost Reasonableness</u> The proposed budget to support the stated scope of services. Funds to be allocated should minimize administrative costs and support direct services.	10
TOTAL POINTS	100

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

The City's decision to award a contract(s) will be based on the stated evaluation criteria. The City reserves the right to modify the City's objectives and requirements at any point during the period prior to submittal deadlines (by RFP addendum), without liability, obligation, or commitment to any party, firm or organization for costs incurred in responding to this RFP, RFP addendums or subsequent modifications of the City's terms and conditions prior to execution of a contract.

Proposals will be evaluated against others proposing to provide the same services and to independent cost estimates. The lowest cost proposer may not be determined to be the best proposer when all the evaluation factors have been considered.

K. PROPOSAL REVIEW PROCESS

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

1. All proposals shall be reviewed to determine that the minimum eligibility requirements are met (See Section II. C). 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. A proposal's fee schedule pricing will be judged based on its proximity to HCIDLA's competitive market value pricing and other proposers' pricing.
5. 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.
6. Proposers shall be notified in writing about funding recommendations and evaluation results.

L. PROPOSAL APPEAL PROCESS

1. Appeal Rights

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

2. Letters of Appeal

Appeals shall be hand or courier delivered to HCIDLA no later than within five (5) business days from the date that the notification of the results of the RFP was emailed. Applicants may file an appeal by submitting a written request and identifying the specific reason for the appeal to:

Rosa Benavides, Chief Management Analyst
Los Angeles Housing and Community Investment Department
c/o Contracts and Procurement Unit
RFP Appeal – Lead Outreach, Training and Enrollment Services
1200 W. 7th Street, 1st Floor, Public Counter
Los Angeles, CA 90017

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

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

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

3. Review Panel

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

M. 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 email at any time prior to the submission deadline.

5. General City Reservations

Submission Deadline - 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.

Withdrawal of RFP - 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.

Reissue of RFP - 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.

Changes to Proposals - 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.

Verification of Proposal Information - The City reserves the right to verify all information in the proposal. If the information cannot be verified, and if the errors are not willful, the City reserves the right to reduce the rating points awarded.

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

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

Program Personnel - 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.

Rejection of Proposals - The City reserves the right to reject any or all proposals, to waive any minor defects in proposals received; to reject unapproved alternate proposal(s); and reserve the right to reject the proposal of any proposer who has previously failed to perform competently in any prior business relationship with the City. The rejection of any or all proposals shall not render the City liable for costs or damages.

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:

- a. 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;
- b. Use other sources of funds to fund all or portions of a proposer's proposal;
- c. Require that a funded proposer utilize a facility designated by the City for purposes of implementing its project;
- d. Elect to contract directly with one or more of the identified collaborators; and
- e. Require all collaborators identified in the proposal to become co-signatories to any contract with the City.

7. Standing of Proposer

Regardless of the merits of the proposal submitted, a proposer may not be recommended for funding if it has a history of contract non-compliance with the City or any other funding source, poor past or current contract performance with the City or any other funding source, or current disputed or disallowed costs with the City or any other funding source.

Contractors/Organizations that have been sanctioned because of non-compliance with Single Audit Act requirements for managing grant funds will be eligible to apply; however, they will not be eligible to receive any funding, if awarded under this RFP process, until this sanction is removed.

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

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

B. STATEMENTS REQUIRED WITH PROPOSAL

1. Contractor Responsibility Ordinance (CRO) Questionnaire

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

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

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

Pursuant to the Ordinance, by executing a contract with the City, the contractor pledges, under penalty of perjury, to comply with all applicable

federal, state and local laws in performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. Further, the Ordinance, requires each contractor to: (1) notify the awarding authority within thirty calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor is not in compliance with Section 10.40.3 (a) of the Ordinance; and (2) notify the awarding authority within thirty (30) 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 and Pledge of Compliance signed under penalty of perjury with their proposal. Refer to links below:

https://bca.lacity.org/Uploads/cro/CROQ_Service_Questionnaire_Fillable.pdf

and

https://bca.lacity.org/Uploads/cro/CRO_Pledge%20of%20Compliance_Fillable%20%281%29.PDF

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 City Ethics Commission (CEC) Form 50

All proposers must submit a completed Bidder Certification CEC Form 50. Please review the following link for more information on the City's Municipal Lobbying Ordinance:

<https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf>.

(Refer to the link below to access the Bidder Certification CEC Form 50, <https://ethics.lacity.org/pdf/forms/City/CEC50.pdf>).

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

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL.

3. Municipal Campaign Finance Ordinance CEC Form 55

Persons who submit a response to this solicitation (bidders) are subject to City of Los Angeles 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/proposers must submit CEC Form 55 to the awarding authority at the same time the response is submitted (refer to the following link to access the form <https://ethics.lacity.org/pdf/forms/City/CEC55.pdf>). 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. (See **Attachment 10** – Form 55 Instructions). 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/First Source Hiring Ordinance Compliance Affidavits

All bidders/proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO) and the Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

Effective July 1, 2016, the Equal Benefits Ordinance and First Source Hiring Ordinance Compliance affidavits were combined into one web application form available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org. All bidders/proposers shall complete and upload the joint affidavit prior to the award of a City contract, the value of which exceeds \$25,000. A sample form may be accessed via the link below:

http://www.labavn.org/misc/docs/co_files/EBOFSHO/EBOFSHO_Sample_07-01-2016.pdf

If subject to the ordinances, a contractor will be required to complete the web application form, electronically sign, and submit. If a form was uploaded and verified prior to July 1, 2016, these will continue to be valid until they expire or are deleted (generally three years from upload date). When the form expires, a contractor will be required to complete the new web application form.

Equal Benefits Ordinance

By completing and uploading the Equal Benefits Ordinance Compliance Affidavit, your company is certifying compliance with the requirements of said ordinance. If selected as a successful Bidder/Proposer, your EBO Compliance Affidavit will be verified for completeness by the Office of Contract Compliance (OCC) prior to contract award. The EBO Affidavit shall be effective for a period of three years from the date it is first uploaded onto the City's BAVN. A company wishing to seek a waiver of the EBO provisions must submit the EBO Waiver Application with the bid or proposal. The EBO Waiver Application shall be forwarded to OCC for processing. OCC shall notify the awarding department of the determination resulting from the waiver request. Upon contract award, your company may be randomly selected for a compliance audit, at which time your company will be required to demonstrate compliance as indicated in the EBO Compliance Affidavit.

First Source Hiring Ordinance

Prime contractors who are awarded a contract that is subject to the requirements of the FSHO must complete and upload the FSHO Compliance Affidavit. Unless otherwise exempt, the FSHO applies to service contracts over \$25,000 and 3 months, and some loan or grant recipients. Awarding departments may seek exemption by submitting a completed FSHO-X Form to the Office of Contract Compliance prior to contract execution.

The uploaded forms will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful proposer/bidder selected for contract award.

Upon BCA verification, the Awarding Authority shall award the contract. If in the process of verifying the uploaded forms, BCA finds that the form(s) are incomplete, the awarding department shall be notified and your company will be required to re-upload the form(s). The re-uploading of form(s) will not trigger a new renewal date. The renewal date shall remain as the first time the form(s) were uploaded.

Bidders/proposers shall complete and submit ONLINE, with their proposal, the EBO/FSHO Affidavit, or Request for Waiver, if applicable.

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

5. Disclosure Ordinances Affidavit (Slavery Disclosure Ordinance, Disclosure of Border Wall Contracting Ordinance, and Disclosure of Contracts and Sponsorship of the National Rifle Association)

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO), Disclosure of Border Wall Contracting Ordinance (DBWCO), and Disclosure of Contracts and Sponsorship of the National Rifle Association (NRA Disclosure Ordinance), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, the DBWCO, Section 10.50 of the Los Angeles Administrative Code, and the NRA Disclosure Ordinance, Section 10.52 of the Los Angeles Administrative Code.

You must register on LABAVN (www.labavn.org) to access the updated Disclosure Ordinances Affidavit web form. The web form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The web form should be completed and submitted by the time of RFP submission.

The web form will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Proposers/Bidders seeking additional information regarding the requirements of the SDO, DBWCO and the NRA Disclosure Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

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

6. 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 2**, "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 qualifications for one of the exemptions described in the LWO List of Statutory Exemptions (see **Attachment 3**: LWO Statutory Exemptions) shall apply for an exemption from the Ordinance by submitting with their proposal the LW-10 - Exemption Application which can be accessed at: https://bca.lacity.org/Uploads/lwo/Template_LW%2010%20-%20OCC%20Exemption%20Application%20edited%203.20.18.pdf or by

submitting the LW-26 - Small Business Exemption Application which can be accessed at:

https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28English%29.pdf or by submitting the LW-28 – 501(c)3 Nonprofit Exemption Application, which can be accessed at: https://bca.lacity.org/Uploads/lwo/Template_LW%2028%20-%20501c3%20Nonprofit%20Exemption%20Application.pdf or by submitting the LW-29 Non-Coverage Determination Application, which can be accessed at: https://bca.lacity.org/Uploads/lwo/LW29_NonCoverage_Determination_Application.pdf

THESE STATEMENTS ARE REQUIRED WITH THE PROPOSAL, IF APPLICABLE.

7. Proposer Workforce Information/Non-Collusion Affidavit

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 Affidavit. (See **Attachment 4: Proposer Workforce Information/Non-Collusion Affidavit**).

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL.

8. Business Services Implementation Plan Collaborator Agreements

Proposals shall include completed forms from each organization intending to formally collaborate with the proposers (see **Attachment 5: 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. Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders/proposers submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign and submit the “Iran Contracting Act of 2010 Compliance Affidavit” (see **Attachment 7: for Affidavit form**).

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 will 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 (refer to the following link for Insurance Instructions and Information http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf).

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, as registered contractors with the State of California. Visit the Secretary of State's website for more information at: <https://businesssearch.sos.ca.gov/>.

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, DUNS 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 (see **Attachment 8**: Corporate Documents).

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 the Office of Finance at (213) 473-5901 and pay the respective business taxes. The address is: Los Angeles City Office of Finance, Tax and Permit Division, City Hall, 200 N. Spring Street, Room 101, Los Angeles, CA 90012. Visit the Office of Finance's website for more information at: www.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. (Refer to link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf> Request for Taxpayer Identification Number (Form W-9).

6. Nonprofit Status Documentation from the Internal Revenue Service (IRS)

Proposers must submit a copy of their notice from the IRS designating the agency as a 501(c)(3) organization or other evidence of its tax exempt status from the IRS, if applicable.

7. Certifications

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

- a. A Certificate Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549.
- b. Certification and Disclosure Regarding Lobbying (not required for contracts under \$100,000). Contractors shall also file a Disclosure Form, at the end of each calendar quarter during which any event requiring disclosure, or which materially effects the accuracy of the information contained in any previously filed Disclosure Form, occurs
- c. A Certificate Regarding Drug-Free Workplace Requirements, if applicable.

8. Collaboration

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

9. Non-Discrimination/Equal Employment Practices/Affirmative Action

Effective July 1, 2016 the Non-Discrimination/Equal Employment Practices and Affirmative Action (ND/EEP and AA) provisions were amended to eliminate the need for contractors to complete affidavits on BAVN. By affixing its signature to a contract, the contractor agrees to adhere to the ND/EEP and AA for the duration of the contract. When a contractor signs the contract, they will also be acknowledging their responsibility to comply with both the ND/EEP and AA provisions. The AA provisions will now apply to all construction contracts and all non-construction contracts of \$25,000 or more.

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 website at:

<https://bca.lacity.org/Uploads/eeo/NDEEOAAP%20Admin%20Code.pdf>

10. Americans with Disabilities Act

Any contract awarded pursuant to this RFP shall:

1. Comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments; and California Government Code Section 11135.
2. Not discriminate in the provision of its programs, services or activities on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability.
3. Provide reasonable accommodation upon request to ensure equal access to all of its programs, services and activities.

Contractor represents that it will certify that any construction for housing performed with funds provided through any future contract will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40.

Contractor represents that it will certify that its buildings, and facilities used to provide services in accordance with any future contract, are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Contractor understands that the City is relying upon these certifications and representations as a condition of funding any future contract.

Contractor will require its subcontractors, if any, to include this language in any subcontract.

Contractors must be in compliance with these provisions at the time the contract is executed.

11. Child Support Assignment Orders

Any contract awarded pursuant to this RFP 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 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 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 (see **Attachment 9: Child Support Obligations**).

12. Fair Chance Initiative for Hiring Ordinance

City Contractors and subcontractors with 10 or more employees are prohibited under Los Angeles Administrative Code Section 10.48 from seeking a job applicant's criminal history information until a job offer is made and from withdrawing a job offer unless the employer performs an assessment of the applicant's criminal history and the duties of the

position. Contractors and subcontractors are required to include information regarding the ordinance in all job solicitations and advertisements and to post notices informing job applicants of their rights. Additional information and forms can be found at Department of Public Works, Bureau of Contract Administration at:
<https://bca.lacity.org/fair-chance>

D. CONTRACTOR EVALUATION ORDINANCE

At the end of this 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 the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the contractor assigns to the contract. A contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

IV. PROPOSAL PACKAGE

A. GENERAL PREPARATION GUIDELINES

If a proposer does not follow these instructions and/or information is omitted or a required attachment is not submitted, the bidder/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 (1) original and four (4) stapled or large binder-clipped 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. ____."
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. Also include the above contact information for the proposer's contract manager and accounting liaison.
 - 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 as indicated per narrative question and must follow these standards:

- Font size – 12 points
- Margins – At least 1 inch on all sides
- Line spacing – Single-spaced
- Double-sided, plain white paper

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

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

B. 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.** If the proposer does not follow all the instructions and/or requirements in this RFP, the proposer may be determined to be ineligible and excluded from the review. Use the Proposal Checklist as a guide.

C. PROPOSAL CHECKLIST

The **Proposal Checklist (Attachment 1)** is to serve as the Table of Contents for your proposal and as a guide for all documents, which must be submitted with the RFP. It lists all Narratives, Attachments, and Certifications (if applicable) that must be included as part of the proposal. Indicate in the page number column where the information can be found in your proposal. In assembling the complete proposal, please insert the attachments where they are indicated in the Proposal Checklist.

FIRST AMENDMENT
TO AGREEMENT NUMBER C-134577 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
EMSL ANALYTICAL, INC DBA LA TESTING
LABORATORY TESTING

THIS FIRST AMENDMENT to Agreement Number C-134577 of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles, hereinafter referred to as the City, and EMSL Analytical, Inc. dba LA Testing, a New Jersey corporation, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into this Agreement, wherein the Contractor shall provide Laboratory Testing services under the Community Development Block Grant Trust Fund and Lead Based Paint Hazard Control Grant, said Agreement effective October 1, 2019, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section 405 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor are now desirous of further amending the Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by City Council on XXXXary XX 2020 and concurred by the Mayor on XXXXary XX, 2020) which authorizes the General Manager of the Housing and Community Investment Department to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of **One Hundred Two Thousand Eight Hundred Dollars (\$102,800)** for a new total of **One Hundred Twenty Two Thousand Eight Hundred Dollars (\$122,800)**; and

WHEREAS, this First 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 as follows:

[Remainder of page intentionally left blank.]

FIRST AMENDMENT

- §1. Amend Section 301.A, “Compensation and Method of Payment” by deleting the contract total of Twenty Thousand Dollars (\$20,000) and replacing it with the new total of **One Hundred Twenty Two Thousand Eight Hundred Dollars (\$122,800)**.

This amendment adds **One Hundred Two Thousand Eight Hundred Dollars (\$102,800)**.

- §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 three (3) duplicate originals, each of which is deemed to be an original. This Amendment includes three (3) pages, which constitute the entire understanding and agreement of the parties.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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

APPROVED AS TO FORM: Executed this _____ day of _____, 2020

MICHAEL N. FEUER, City Attorney

By _____
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
Housing and Community Investment
Department

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____
Laura K. Guglielmo
Executive Officer

By _____
Deputy City Clerk

Executed this _____ day of _____, 2020

Date _____

For: EMSL Analytical, Inc. dba LA Testing

(Contractor's Corporate Seal or Notary)

By _____
Dr. Peter Frasca
President

By _____
Robert DeMalo
Senior Vice President of Laboratory
Services and Business Development

CFDA Number: CDBG 14.218, LEAD 14.900

Federal Award Identification Number (FAIN): B-19-MC-06-0523, CALHD0419-19

D-U-N-S® Number: 147326540

City Business License Number: 0002855431-0001-8

Internal Revenue Service Number: 222357101

Council File/CAO File Number: XX-XXXX Date of Approval XXXXXXber, XX, 2020

Said Agreement is Number C-134577 of City Contracts Amendment 1

FIRST AMENDMENT
TO AGREEMENT NUMBER C-134622 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
LEAD TECH ENVIRONMENTAL

INSPECTION, SURVEY, AND ANALYSIS FOR HAZARDOUS MATERIALS

THIS FIRST AMENDMENT to Agreement Number C-134622 of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles, hereinafter referred to as the City, and Lead Tech Environmental., a California corporation, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into this Agreement, wherein the Contractor shall provide Inspection, Survey, and Analysis for Hazardous Materials services under the Community Development Block Grant Trust Fund and Lead Based Paint Hazard Control Grant, said Agreement effective October 1, 2019, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section 405 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor are now desirous of further amending the Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by City Council on XXXXary XX 2020 and concurred by the Mayor on XXXXary XX 2020) which authorizes the General Manager of the Housing and Community Investment Department to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of **Fifty Eight Thousand Five Hundred Dollars (\$58,500)** for a new total of **Sixty Eight Thousand Five Hundred Dollars (\$68,500)**; and

WHEREAS, this First 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 as follows:

[Remainder of page intentionally left blank.]

FIRST AMENDMENT

- §1. Amend Section 301.A, “Compensation and Method of Payment” by deleting the contract total of Ten Thousand Dollars (\$10,000) and replacing it with the new total of **Sixty Eight Thousand Five Hundred Dollars (\$68,500)**.

This amendment adds **Fifty Eight Thousand Five Hundred Dollars (\$58,500)**.

- §2. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect. Implementing
- §3. This Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Amendment includes three (3) pages, which constitute the entire understanding and agreement of the parties.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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

APPROVED AS TO FORM: Executed this _____ day of _____, 2020

MICHAEL N. FEUER, City Attorney

By _____
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
Housing and Community Investment
Department

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____
Laura K. Guglielmo
Executive Officer

By _____
Deputy City Clerk

Executed this _____ day of _____, 2020

Date _____

For: LEAD TECH ENVIRONMENTAL

(Contractor's Corporate Seal or Notary)

By _____
Steven Denzler
President

CFDA Number: CDBG 14.218, LEAD 14.900

Federal Award Identification Number (FAIN): B-19-MC-06-0523, CALHD0419-19

D-U-N-S® Number: 361399256

City Business License Number: 0000625036-0001-9

Internal Revenue Service Number: 954892412

Council File/CAO File Number: XX-XXXX Date of Approval XXXXXXber, XX, 2020

Said Agreement is Number C-134622 of City Contracts Amendment 1

FIRST AMENDMENT
TO AGREEMENT NUMBER C-134807 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
OVERLAND, PACIFIC. & CUTLER, LLC
RELOCATION SERVICES

THIS FIRST AMENDMENT to Agreement Number C-134807 of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles, hereinafter referred to as the City, and Overland, Pacific, & Cutler, LLC, a Delaware corporation, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into this Agreement, wherein the Contractor shall provide Relocation services under the Community Development Block Grant Trust Fund and Lead Based Paint Hazard Control Grant, said Agreement effective October 1, 2019, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section 405 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor are now desirous of further amending the Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by City Council on XXXXary XX 2020 and concurred by the Mayor on XXXXary XX 2020) which authorizes the General Manager of the Housing and Community Investment Department to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of **Seventy Five Thousand Dollars (\$75,000)** for a new total of **One Hundred Five Thousand Dollars (\$105,000)**; and

WHEREAS, this First 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 as follows:

[Remainder of page intentionally left blank.]

FIRST AMENDMENT

- §1. Amend Section 301.A, “Compensation and Method of Payment” by deleting the contract total of Thirty Thousand Dollars (\$30,000) and replacing it with the new total of **One Hundred Five Thousand Dollars (\$105,000)**.

This amendment adds **Seventy Five Thousand Dollars (\$75,000)**.

- §2. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect. Implementing
- §3. This Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Amendment includes three (3) pages, which constitute the entire understanding and agreement of the parties.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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

APPROVED AS TO FORM: Executed this _____ day of _____, 2020

MICHAEL N. FEUER, City Attorney

By _____
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
Housing and Community Investment
Department

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____
Laura K. Guglielmo
Executive Officer

By _____
Deputy City Clerk

Executed this _____ day of _____, 2020

Date _____

For: OVERLAND, PACIFIC, & CUTLER,
LLC

(Contractor's Corporate Seal or Notary)

By _____
Brian Everett
CEO

By _____
Michele Folk
Senior Vice President

CFDA Number: CDBG 14.218, LEAD 14.900

Federal Award Identification Number (FAIN): B-19-MC-06-0523, CALHD0419-19

D-U-N-S® Number: 622980027

City Business License Number: 0000957553-0001-3

Internal Revenue Service Number: 953559948

Council File/CAO File Number: XX-XXXX Date of Approval XXXXXXber, XX, 2020

Said Agreement is Number C-134807 of City Contracts Amendment 1

FIRST AMENDMENT
TO AGREEMENT NUMBER C-134808 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
FORENSIC ANALYTICAL CONSULTING SERVICES

INSPECTION, SURVEY, AND ANALYSIS FOR HAZARDOUS MATERIALS

THIS FIRST AMENDMENT to Agreement Number C-134808 of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles, hereinafter referred to as the City, and Forensic Analytical Consulting Services, a California corporation, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into this Agreement, wherein the Contractor shall provide Inspection, Survey, and Analysis for Hazardous Materials services under the Housing and Community Investment Department budget by the United States Conference of Mayors Lead-Safe for Kids' Sake Program (USCM) Grant and Lead Based Paint Hazards Control Grant, said Agreement effective October 1, 2019, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section 405 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor are now desirous of further amending the Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by City Council on XXXXary XX 2020 and concurred by the Mayor on XXXXary XX 2020) which authorizes the General Manager of the Housing and Community Investment Department to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of **Twenty Thousand Dollars (\$20,000)** for a new total of **Seventy Thousand Dollars (\$70,000)**; and

WHEREAS, this First 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 as follows:

[Remainder of page intentionally left blank.]

FIRST AMENDMENT

- §1. Amend Section 301.A, “Compensation and Method of Payment” by deleting the contract total of Fifty Thousand Dollars (\$50,000) and replacing it with the new total of **Seventy Thousand (\$70,000)**.

This amendment adds **Twenty Thousand Dollars (\$20,000)**.

- §2. Amend to add Section 450, “Compliance with State and Federal Statutes and Regulations” to read as follows:

§450 Compliance with State and Federal Statutes and Regulations

- A. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures.

1. Statutes and Regulations Applicable To All Grant Contracts

- a. Contractor shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

(1) Office of Management and Budget (OMB) Circulars

Contractor shall comply with the provisions of 2 C.F.R., Part 200, which provisions supersede OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or 2 CFR 215 (Uniform Administrative

Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); and OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

(2) Single Audit Act

If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement.

(3) Political and Sectarian Activity Prohibited

(a) None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

(b) If this Agreement provides for more than \$100,000.00 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to Contractor until the Certification is filed.

(c) Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Contractor.

Contractor shall require that the language of this Certification be included in the award documents for all subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

(4) Records Inspection

At any time during normal business hours and as often as the City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, shall have the authority to audit, examine and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

(5) Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

(6) Subcontracts and Procurement

Contractor shall comply with the Federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Contractor shall ensure that the terms of this Agreement with the City are incorporated into all Subcontractor Agreements. The Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

(7) Labor

Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

Contractor shall comply, as applicable, with the provision of the Davis-Bacon Act (40 U.S.C. §§276a-276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

Contractor shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment.

None of the funds shall be used to promote or deter Union/Labor organizing activities. (California Government Code Sec. 16645 *et seq.*)

Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

(8) Civil Rights

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by person with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13 (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.

2000e); (m) the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and the Americans with Disabilities Act Amendments Act, Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233;

(9) Relocation Requirements

Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income persons who are displaced as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. Section 104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower-income housing be replaced “one-for-one.”

(10) Environmental

Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a)

institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. 1368).

Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.

Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Contractor shall ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.

(11) Preservation

Contractor shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et seq.*).

(12) Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

(13) Drug-Free Workplace

Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67; the California Drug-Free Workplace Act of 1990, California Government Code §§ 8350-8357.

(14) Animal Welfare

Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 *et seq.*)

(15) Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et Seq.) or Subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 USC 13212).

(16) Faith Based Activities

Contractor shall comply with 24 CFR 570.200(j) regarding Faith Based Activities.

(17) Pro-Children Act of 1994

Contractor must comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

(18) American-Made Equipment Products

Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

(19) Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200 which provision supersedes the OMB Circulars.

(20) Mandatory Disclosures: The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for non-Compliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

B. Statutes and Regulations Applicable To This Particular Grant

Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851 - 4856), and implementing regulations at Part 35, Subparts A, B, J, K, M and R of 24 CFR.
2. Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code §11164 *et seq.* and specifically §§11165.7, 11165.9, 11166.

C. Statues and Regulations Applicable to all HUD Funded Agreements:

1. Equal Access to HUD-Assisted or Insured Housing

a. Eligibility for HUD-Assisted or Insured Housing:

A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall me made available without regard to actual or perceived sexual orientation, gender identity, or marital status. The terms “sexual orientation” and “gender identity” are defined in 24 CFR §5.100.

b. Prohibition of Inquiries on Sexual Orientation or Gender Identity:

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making housing available.

This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit an individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled. The term "household" is defined in 24 CFR §570.3.

D. Traveling Expenses

Travel must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with 2 C.F.R. §200.474.

- §3. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect. Implementing
- §4. This Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Amendment includes thirteen (13) pages, which constitute the entire understanding and agreement of the parties.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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

APPROVED AS TO FORM: Executed this _____ day of _____, 2020

MICHAEL N. FEUER, City Attorney

By _____
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
Housing and Community Investment
Department

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____
Laura K. Guglielmo
Executive Officer

By _____
Deputy City Clerk

Executed this _____ day of _____, 2020

Date _____

For: FORENSIC ANALYTICAL
CONSULTING SERVICES, INC.

(Contractor's Corporate Seal or Notary)

By _____
Elaine Faxon
Chief Financial Officer

By _____
Denise Hummer
Finance Manager

CFDA Number: LEAD 14.900

Federal Award Identification Number (FAIN): CALHD0419-19

D-U-N-S® Number: 796521875

City Business License Number: 0002209843-0001-8

Internal Revenue Service Number: 205804959

Council File/CAO File Number: XX-XXXX Date of Approval XXXXXXber, XX, 2020

Said Agreement is Number C-134808 of City Contracts Amendment 1

FIRST AMENDMENT
TO AGREEMENT NUMBER C-134779 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
BARR & CLARK, INC.

INSPECTION, SURVEY, AND ANALYSIS FOR HAZARDOUS MATERIALS

THIS FIRST AMENDMENT to Agreement Number C-134779 of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles, hereinafter referred to as the City, and Barr & Clark, Inc., a California corporation, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into this Agreement, wherein the Contractor shall provide Inspection, Survey, and Analysis for Hazardous Materials services under the Community Development Block Grant Trust Fund and Lead Based Paint Hazard Control Grant, said Agreement effective October 1, 2019, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section 405 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor are now desirous of further amending the Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX approved by City Council on XXXXary XX 2020 and concurred by the Mayor on XXXXary XX 2020) which authorizes the General Manager of the Housing and Community Investment Department to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of **Fifty Eight Thousand Five Hundred Dollars (\$58,500)** for a new total of **Sixty Eight Thousand Five Hundred Dollars (\$68,500)**; and

WHEREAS, this First 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 as follows:

[Remainder of page intentionally left blank.]

FIRST AMENDMENT

- §1. Amend Section 301.A, “Compensation and Method of Payment” by deleting the contract total of Ten Thousand Dollars (\$10,000) and replacing it with the new total of **Sixty Eight Thousand Five Hundred Dollars (\$68,500)**.

This amendment adds **Fifty Eight Thousand Five Hundred Dollars (\$58,500)**.

- §2. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect. Implementing
- §3. This Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Amendment includes three (3) pages, which constitute the entire understanding and agreement of the parties.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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

APPROVED AS TO FORM: Executed this _____ day of _____, 2020

MICHAEL N. FEUER, City Attorney

By _____
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
Housing and Community Investment
Department

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____
Laura K. Guglielmo
Executive Officer

By _____
Deputy City Clerk

Executed this _____ day of _____, 2020

Date _____

For: Barr & Clark, Inc.

(Contractor's Corporate Seal or Notary)

By _____
Matt Crochet
President

CFDA Number: CDBG 14.218, LEAD 14.900

Federal Award Identification Number (FAIN): B-19-MC-06-0523, CALHD0419-19

D-U-N-S® Number: 933979734

City Business License Number: 0000150421-0001-1

Internal Revenue Service Number: 330560036

Council File/CAO File Number: XX-XXXX Date of Approval XXXXXXber, XX, 2020

Said Agreement is Number C-134779 of City Contracts Amendment 1

3925 HOUSING STRATEGIES & SERVICES DIVISION

Attachment C

