



Request for Proposal #006

May 17, 2021

INTRODUCTION/BACKGROUND

The Los Angeles Development Fund (LADF) is a California nonprofit corporation (Corporation) created by the City of Los Angeles to apply for and administer the City's New Markets Tax Credits (NMTC) program. The LADF is a certified Community Development Entity (CDE). LADF has deployed \$250 million of the \$260 million in NMTC allocation it has received since 2007. The controlling entity of the LADF is the City of Los Angeles. The LADF uses its tax credit allocation to generate investment capital which is used to provide flexible financing to eligible borrowers to build economic development projects in low-income communities throughout the City of Los Angeles. The LADF's investment decisions are made by a five-member Governing Board after consultation with the LADF's 11-member Advisory Board. The LADF's Governing Board is composed of City officials who serve ex-officio.

In February 2009, the City Council authorized the Community Redevelopment Agency of the City of Los Angeles (CRA/LA) to act as the management agent for the LADF. In this capacity, the CRA/LA provided administrative and management services to the LADF and oversaw all aspects of the NMTC program until February 2013. Since the expiration of the management services agreement with CRA/LA in February 2013, LADF has moved its operations to the offices of the Housing and Community Investment Department (formerly the LA Housing Department) where LADF operates independently and self-manages its NMTC allocation.

The LADF Governing Board wishes to take a proactive and strategic approach to creating economic development opportunities with its NMTC investments. As a support entity for the City of Los Angeles, LADF is committed to supporting the City's goals of job creation, economic equality, and revenue generation by participating in City initiatives.

The LADF recently redesigned its website and launched its pages in Twitter, Facebook and LinkedIn. The LADF is soliciting the services of a qualified consultant to maintain LADF's website and manage LADF's social media marketing program upon request. These services are to be performed in accordance with the provisions contained in this RFP.

PROPOSAL REQUIREMENTS & INSTRUCTIONS

1. TECHNICAL REQUIREMENTS

1.1. Scope of Work

The scope of services required is described in detail in the Statement of Work, attached hereto as **Exhibit A**.

1.2. Schedule of Performance

Services of the consultant(s) are expected to commence in **July 1, 2021** and continue through **June 30, 2022 with two 1-year extension options**.

2. PROPOSAL INSTRUCTIONS & CONTENT

2.1. Proposal Format

2.1.1. The LADF desires succinct proposals addressing the specific information requested herein. All proposals shall be in the format described herein. In order to ensure that each proposal is reviewed and evaluated properly, it is important that each proposal follows the format with care. The proposal shall address all requirements in this RFP.

2.1.2. Statements shall be organized in the order presented in **Section 2.5** and shall have tabs keyed to the requirements outlined in this section. Proposals shall be a straightforward delineation of the Respondent's capability to satisfy the intent and requirements of this RFP, and shall not contain redundancies and conflicting statements.

2.1.3. All proprietary information shall be identified as such by the respondent. (Refer to **Section 4.2**, Restriction on the Disclosure of Data)

2.1.4. Submittals. The LADF prefers that proposals be submitted by email to:

Attention: Sandra Rahimi
Sandra.Rahimi@lacity.org

Hard copy submittals are not required, but may be delivered to:

Los Angeles Development Fund
1200 West 7th Street, 8th Floor
Los Angeles, CA 90017
Attention: Sandra Rahimi

2.1.5. **Electronic submittals acceptable up to a total of 25 MB total per submission. Hard copy submittals are not required, but shall be accepted 24 hours after the deadline so long as the electronic submittal is on time.**

2.1.6. On-Time Delivery. It is the sole responsibility of the firm submitting the proposal to see that it is delivered on time. Any proposal submitted after **Friday, June 4, 2021, 5:00 PM PST** may be rejected. The firm is entirely responsible for the means of delivering the proposal to the appropriate location on time.

2.1.7. Erasures. The proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is authenticated by signing in the margin, immediately opposite the correction, by the person signing the proposal.

2.1.8. Signature. The proposal must be signed in the name of the firm and must bear the signature of the person authorized to sign proposals on behalf of the firm.

2.2. Completion of Proposals

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the LADF, the information contained therein was intended to erroneously and fallaciously mislead the LADF in the evaluation of the proposal.

2.3. Examination of Contract Documents

2.3.1. Firms shall thoroughly examine the contents of this RFP. The failure or omission of any firm to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the firm from obligations with respect to this RFP or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

2.3.2. If the firm discovers any ambiguity, conflict, discrepancy, omission or other errors on the RFP, the firm shall immediately notify the LADF of the error in writing and request modification or clarification of the document. Clarifications shall be given by written notice to all firms participating in the RFP, without divulging the source of the request for same. Modifications shall be made by addendum issued pursuant to **Section 4.1**.

2.3.3. If a firm fails to notify the LADF of an error in the RFP before the date scheduled for submission of proposals, or of an error, which reasonably should have been known to the firm, the firm shall submit the proposal at its own risk. If the contract is awarded to the firm, the firm shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

2.4. Questions, Inquiries and Clarifications

2.4.1. Contact Individuals. All requests for information or questions in connection with this RFP shall be addressed to the individual named below:

Sandra Rahimi
Sandra.Rahimi@lacity.org
(213) 808-8959

2.4.2. LADF Responses. All responses to questions, inquiries or clarifications will be issued in writing via email by the designated contact from LADF. Firms shall be solely responsible for checking their email for any and all responses to questions and/or inquiries. THE LADF WILL NOT MAIL ANY RESPONSES TO QUESTIONS, INQUIRIES OR CLARIFICATIONS. Oral statements regarding this RFP by any persons should be considered unverified information unless received in a written email format. To ensure a response, questions, inquiries or clarifications must be received in writing via email by **Friday, May 29, 2021, 4:00 PM PST**.

2.5. Proposal Content

2.5.1. Technical Proposal. The Technical Proposal shall include the following:

2.5.1(a) Cover Letter. Two (2) single-spaced pages maximum, signed by a principal or authorized officer of the proposing firm, summarizing the major points contained in the proposal, and providing the name, address and telephone number of the key contact person.

2.5.1(b) Firm Description. A brief summary description of your firm, including its principal line of business, the year founded, form of organization (corporation, partnership, sole proprietorship, etc.), number and location of offices, and name, title, and telephone number of your firm's representative.

2.5.1(c) Identification of Principal and/or Project Team. Identify the principal firm and contact person responsible for performing services for this project. Also identify a list of the key personnel who will be providing the services required in this RFP, including job title/classification of each. Identify the role of each key personnel and include professional resumes of each. The minimum information to be included in the resumes shall include the person's education, showing related certificates, degrees, schools and dates; work experience, showing previous employers, job titles and functions by calendar date (month/year) and by duration in months and years; and other information as relevant to the specific assignment.

2.5.1(d) Subcontractors / Sub-consultants. Identify any sub-consultants your firm will employ on this project and describe the scope of services each will perform. Include the company name, address, contact person, telephone number and description of services to be provided by each company as well as professional resumes for key personnel at the subcontractor. The minimum information to be included in the resumes shall include the person's education, showing related certificates, degrees, schools and dates; work experience, showing previous employers, job titles and functions by calendar date (month/year) and by duration in months and years; and other information as relevant to the specific assignment.

2.5.1(e) Comparable Experience. Identify and describe other projects your firm has completed which are comparable to the services described in this RFP.

2.5.1(f) References. List at least three (3) references of companies or persons who have utilized your firm's services and who have direct knowledge of your firm's experience and work. References should include client name and address, description or nature of services provided, and a contact name with his or her email address and telephone number. It is preferable that the contact be an individual who has direct experience with your firm. Additionally, please include a list of any other public sector clients for whom your firm has provided similar services. The LADF, at its discretion, may contact these references for further inquiry in its assessment of your firm.

2.5.1(g) Process. Describe your firm's proposed methodology/approach in providing the services described herein.

2.5.1(h) Current Workload. Include a brief description of other public agencies or private sector clients with which your firm is currently involved in performing similar services required herein. Address the availability of your staff to provide services in a timely manner.

2.5.1(i) Particular/Unique Qualifications. Describe why your firm is particularly qualified to provide services required herein.

2.5.1(j) Conflicts of Interest. Describe any existing or potential conflicts of interest or any other problems that exist or may arise in performing the services described in this RFP.

2.5.2. Cost Proposal. The Cost Proposal shall include the following:

2.5.2(a) A list of job classifications and fully burdened hourly rates (e.g., includes all indirect costs, overhead and profits) for the prime (lead) consultant and each sub-consultant or team member (if any).

2.5.2(b) Estimated cost per task including job classification and hours proposed per task.

2.5.2(c) Detailed reimbursable costs for the preparation or execution of the services described in this RFP, if any.

2.5.3. Appendix. The Appendix shall include responses to all Attachments listed in **Section 6**.

2.6. Standard Terms and Conditions

2.6.1. Compliance with LADF's Standard Terms and Conditions. The firm shall be required to comply with the LADF's Standard Terms and Conditions. LADF's Standard Terms and Conditions are attached as **Attachment 1**. All provisions of the LADF's Standard Terms and Conditions shall be incorporated into the final contract, which may result from this solicitation.

2.6.2 Affirmative Statement of Review of Standard Terms and Conditions. Please prepare and complete an Affirmative Statement of Review of Standard Terms and Conditions. Please include a statement in your response similar to the following:

"We _____ (enter the name of your firm) have reviewed the LADF's Standard Terms and Conditions as specified in this LADF – RFP #006, and accept the provisions as outlined therein."

Please provide a detailed explanation in your response for any and all exceptions and/or deviations to the LADF's Standard Terms and Conditions.

2.7. Period for Acceptance of Offer

In compliance with this RFP, the firm agrees to perform the services as required herein at the prices and costs offered if its offer (i.e. its Technical and Cost Proposals) is accepted by the LADF within 180 days from the due date of proposals.

3. EVALUATION AND SELECTION PROCESS

3.1. Qualifications Required

3.1.1. Proven track record of developing a successful social media campaign, including identifying a client's target market, building followers for a client, and developing a client's reputation as a thought leader in the field.

3.1.2. Proven track record of maintaining and updating interactive websites.

3.1.3. Experience summarizing financial data, ideally related to real estate and/or economic

development, for tweeting and posting on social media.

3.1.4. Experience working with government and nonprofit organizations as clients.

3.1.5. Familiarity with the City of Los Angeles, especially City departments and City initiatives, and the City's relationships with county, state and federal government.

3.2. LADF Evaluation Criteria.

3.2.1. The LADF will evaluate all proposals received in response to this RFP based on the following criteria:

3.2.1(a) Qualifications, skills, education, and experience of the firm and the personnel who would be assigned to perform the services required herein.

3.2.1(b) Documented past performance in terms of quality of services, product, timeliness, responsiveness, and completeness.

3.2.1(c) Proposed costs and fees, including overall financial feasibility of cost proposal.

3.2.1(d) Quality of the proposal, including thoroughness, logic, completeness, clarity, and methodology/approach, appropriate level of detail and overall responsiveness.

4. GENERAL NOTICES

4.1. Amendments to the RFP

4.1.1. Written Amendments. Any modifications to this solicitation shall be effected in writing and issued as an RFP Amendment Addendum by the LADF. If this solicitation is amended, then all terms and conditions that are not modified remain unchanged. Firms will have sole responsibility for checking their email or the LADF website for any RFP Amendment Addenda. THE LADF WILL NOT MAIL RFP AMENDMENT ADDENDA.

4.1.2. Acknowledgement of Receipt. All interested firms shall acknowledge receipt of any amendment to this solicitation by including a statement in its proposal that it has received the amendment and identifying the amendment number, if any.

4.2. Restriction on Disclosure of Data

Non-Disclosure Markings and Restrictive Legends. Prospective firms which include data or information in their proposals that they do not want disclosed to the public for any purpose or used by the LADF except for evaluation purposes, shall:

4.2.1. Mark the title page with the following legend: "This proposal includes data that shall not be disclosed outside the LADF and shall not be duplicated, used, or disclosed – in whole or part – for any purpose other than to evaluate this proposal, subject to the California Public Records Act. If, however, a contract is awarded to this prospective firm as a result of, or in connection with, the submission of this data, the LADF shall have the right to duplicate, use or

disclose the data to the extent provided in the resulting contract. This restriction does not limit the LADF's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)".

4.2.2. Mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

4.3. Proposal Preparation Expenses

Liability for Expenses. The LADF will not, in any event, be liable for any pre-contractual and proposal preparation expenses incurred by the prospective firm. The prospective firm shall not include any such expenses as a part of the price proposed in response to this RFP.

4.4. Rejection of Proposals

Issuance of this RFP and receipt of proposals does not commit the LADF to enter into any contract. The LADF reserves the right to postpone opening of proposals for its own convenience, and to accept or reject any and all proposals received if such actions are in the LADF's interest.

4.5. Right to Negotiate

The LADF reserves the right to negotiate with firms other than the selected firm should negotiations with the selected firm be terminated. Moreover, the LADF reserves the right to negotiate the terms and conditions of the final contract with more than one firm simultaneously, or to cancel all or part of this solicitation, when it is in the LADF's interest to do so.

4.6. Evaluation

Proposals will be evaluated strictly on the content provided by the respondent. The Cost Proposal will impact the overall decision, but it will not be the only factor taken into consideration. The perceived quality and ability to deliver proposed services are also critical to the evaluation.

5. EXHIBITS

5.1. Statement of Work (Exhibit A)

6. ATTACHMENTS

The following documents and forms listed are to be provided in separate electronic files, and are incorporated as attachments to this RFP. Please review each document and provide responses to LADF as instructed below:

6.1. LADF Standard Terms and Conditions (Attachment 1) – pursuant to **Section 2.6**, prepare and complete an Affirmative Statement of Review of Standard and Additional Terms and Conditions and include in the Appendix of the "Original" submission packet

6.2. LADF Business Profile Form (Attachment 2) – complete for the prime (lead) consultant

and for each proposed sub-consultant (*if applicable*) and include in the Appendix of the “Original” submission packet

6.3. Responsibility Questionnaire (**Attachment 3**) – complete and include in the Appendix of the “Original” submission packet

6.4. Pledge of Compliance with Contractor Responsibility Ordinance (**Attachment 4**) - complete and include in the Appendix of the “Original” submission packet

6.5. Living Wage Ordinance Compliance Form (**Attachment 5**) - complete and include in the Appendix of the “Original” submission packet

6.6. Non-Profit/One Person Contractor Exemption from Living Wage Form (**Attachment 6**) – complete, *if applicable*, and include in the Appendix of the “Original” submission packet

6.7. LWO/SCWRO Subcontractor Compliance Form (**Attachment 7**) – complete for each sub-consultant (*if applicable*) and include in the Appendix of the “Original” submission packet

**EXHIBIT A
STATEMENT OF WORK**

WEBSITE MAINTENANCE / SOCIAL MEDIA CONSULTING SERVICES

SCOPE OF SERVICES

The proposal and the final products should include, but are not limited to, the services in the list below. Your firm should add appropriate items based on your experience and what you believe will be provide the best direction and results for the LADF. PLEASE NOTE: It is currently contemplated that ONLY Website Management and Maintenance Services will be utilized; however, LADF reserves the option to request other social media services at the discretion of the LADF Board or Directors and LADF President.

Website Management and Maintenance

Management of the website online environment, creative content, design creation, changes, support and maintenance.

Website management including:

- Overall site and content updates to insure that online environment meets objectives
- Slideshow development and refresh
- Graphics research and development
- Story, educational content, info-graphic, data research and development
- General updates, corrections and additions
- Board meeting updates

Website maintenance:

- Website backups
- Security monitoring
- Cleanup

Social Media Services – AS REQUESTED

Manage comprehensive social media strategy objectives to create interest in the LADF.

Goals include:

- Greater recognition and understanding of the LADF and its work
- Reach, educate, engage, recruit eligible businesses, partners, and media
- Boost community connection and engagement
- Build LADF brand awareness
- Reputation management

Design, create and manage promotions and social ad campaigns. Provide finished graphic elements that include concept, design and complete execution.

Analyze social media, translate data into evolving plans for revising social and website approach; analyze and review effectiveness of the approach in an effort to maximize results.

Social Media Activities:

- Social Media campaigns
- Content creation
- Social Media monitoring
- Social Media engagement
- Social Media analytics

Facebook page - Weekly - Unique posts, value added content, custom images when required on LADF Page.

Facebook Ads - concept and copy, audience targeting

Twitter - Weekly - tweets are self-promotional or value-added content, custom images when required.

Twitter Hashtags - follow trending topics for LADF use, identify influencers.

LinkedIn - Weekly - Post unique content and value-added content, custom images when required on LADF Page

Interim Reporting to the Board of Directors

From time to time, the LADF may request that the consultant attend one of the regularly scheduled meetings of LADF's Board of Directors to provide progress reports and updates.

Attachment 1

LOS ANGELES DEVELOPMENT FUND STANDARD TERMS AND CONDITIONS

1. Personnel

- a. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall be independent contractors and shall not be agents or employees of or have any contractual relationship with the Los Angeles Development Fund (LADF).
- b. All the services required hereunder will be performed by the Contractor or personnel under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under Federal, State and local law to perform such services.
- c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement.

2. Subcontracting

None of the services covered by this Agreement shall be subcontracted by the Contractor without the prior written consent of the LADF. Any such subcontracting must be reported to and approved by the LADF in advance. Requests for subcontracting shall be submitted to the LADF in writing, describing the services to be subcontracted and the name(s) of the proposed subcontractor(s). Such request(s) shall state the lump sum price or hourly rates used in preparing an estimated cost for the subcontractor(s) services. Approval of the subcontractor(s) shall be issued in writing by the LADF.

Subcontractor(s) shall be subject to all the terms and conditions of this Agreement and Contractor shall incorporate the applicable terms and conditions of the Agreement into all subcontracts. The Contractor shall monitor and evaluate the performance of all subcontracts let under this Agreement, and shall be responsible for the acts and omissions of said subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

3. Insurance

a. Workers' Compensation

In accordance with State Compensation laws, the Contractor shall carry Workers' Compensation and Employers' Liability Insurance for all persons employed in the performance of services under this Agreement. The Contractor shall provide the LADF with a certificate verifying such coverage or endorsement acceptable to the LADF before commencing services under this Agreement. Such policy shall require thirty (30) days notice to the LADF in writing prior to cancellation, termination or expiration of any kind or modification of any of the coverage there under.

b. Liability (Bodily Injury and Property Damage)

The Contractor shall carry Commercial General Liability Insurance (Bodily Injury and Property Damage) in an amount of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate, combined single limits, unless otherwise specified in the Basic Agreement, and the Contractor shall provide the LADF with certificates verifying such coverage acceptable to the LADF before

commencing services under this Agreement. The certificate must be followed within sixty (60) days by an endorsement to the insurance policy. Such policy shall require thirty (30) days notice to the LADF in writing prior to cancellation, termination or expiration of any kind or modification of any of the coverage there under. All Commercial General Liability insurance policies shall name the LADF and the City of Los Angeles as additional insured's.

c. Modifications to Insurance Coverage's

The LADF reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving the Contractor a minimum thirty (30) days advance written notice of such change. If such change(s) should result in substantial additional cost to the Contractor, the LADF agrees to negotiate additional compensation proportional to the increased benefit to the LADF and City of Los Angeles. Any increase to the compensation to be paid under the Agreement shall be accomplished by amendment to the Agreement which may require approval by the Board of Directors.

Note: Receipt of an original certificate of insurance will be accepted by the LADF as compliance with the above requirements. All certificates/endorsements must clearly state the relevant contract number, the description of insured premises, and be sent to the attention of the Los Angeles Development Fund.

4. Permits

The Contractor and its officers, agents and employees shall obtain and maintain all permits, licenses, inspections, certifications and/or services pursuant to this provision, necessary for the Contractor's performance hereunder. The Contractor shall pay any and all fees required and shall not be entitled to any additional compensation under the Agreement for such fees unless specifically provided for in the Agreement. Contractor shall immediately notify the LADF of any suspension, termination, lapse, non-renewals or restriction of permits, licenses, certifications or other approval necessary for the performance of services under the Agreement

5. City of Los Angeles Business Tax Registration Certificate (Business License)

For the term of this Agreement, Contractor shall comply with the business licensing requirements as required by the Los Angeles Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following of the Los Angeles Municipal Code). Unless otherwise exempted, Contractor represents that it has or will obtain as necessary, a Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles and shall not allow any such certificate(s) to expire be revoked or suspended for the duration of this Agreement. Any such expiration, revocation or suspension of Contractor's BTRC or VRN may be deemed a breach of the Agreement by the LADF

6. Interest of Federal and Local Public Officials and Members of the LADF

Members of or Delegates of the United States Congress, Resident Directors, and members of the governing body of the LADF and City and their respective officers, employees and/or agents, who exercises any functions or responsibilities in connection with the review or approval in carrying out the purposes to which this Agreement pertains shall not obtain any interest in share or part of this Agreement or any benefit to arise here from. Said Members described in the foregoing shall not have any personal interest, direct or indirect, in this Agreement. The Contractor shall notify the LADF immediately in writing whenever a conflict of interest exists as described in this section.

7. Conflict of Interest

- a. The Contractor covenants that it presently has no interest and shall not acquire any possessory or ownership interest, direct or indirect, in the area of the project pertaining to this Agreement, of any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed or contracted with.
- b. The Contractor further covenants and agrees that, except as disclosed in writing to the LADF, it is not now employed by, associated with (as a partner, joint venture or otherwise) or under contract to represent any party with respect to any matter in which such party has an interest that is adverse to or conflicting with the interests of the LADF, and that it will not accept such employment or enter into any such association or agreement during the term of this Agreement unless it discloses such relationship to the LADF in writing and the LADF approves such relationship in writing.
- c. For the duration of this Agreement, the Contractor shall not act as consultant or perform services of any kind for any person or entity in regard to the Agreement without the prior written consent of the LADF.
- d. The Contractor warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement; including any person on the selection committee, and that there is no financial relationship whatsoever between it and any person on the selection committee or at the LADF who is in a position to influence, direct, or award this Agreement.
- e. The LADF shall have the right to terminate this Agreement if it determines in its sole discretion that Contractor's or any of its subcontractor's interests substantially conflict with those of the LADF, and shall not compensate the Contractor for any services performed hereunder.

8. Time of Effectiveness and Amendments to Agreement

- a. Unless otherwise provided, this Agreement, and any amendments thereto shall take effect when all of the following events have occurred:
 - The Agreement has been duly signed by the person or persons authorized to bind the Contractor hereto;
 - The Agreement has been approved by the LADF Board or by an LADF officer or employee; to the extent such individual is authorized to approve the Agreement or amendment to this Agreement. Any unauthorized approval shall be null and void;
 - The Agreement has been duly signed on behalf of the LADF by the person or persons authorized to bind the LADF; and
 - All conditions precedent in the Agreement have been satisfied.

Any amendments or modifications to the Agreement shall be mutually agreed upon between the LADF and the Contractor, and shall be incorporated in written amendments to the Agreement.

9. Termination of Agreement for Cause

- a. If through any cause, the Contractor shall fail to comply with the terms and conditions of this Agreement in a timely and proper manner, the LADF shall have the right to terminate the Agreement.
- b. The LADF shall exercise its right to terminate if the Contractor fails to cure the default(s) within the time specified by the LADF in the written notice specifying the default(s). The LADF shall give written notice to the Contractor at least five (5) days before the effective date of such termination. The Notice will specify the effective termination date.
- c. If, after termination for cause, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without fault or negligence of the Contractor as set forth in the Excusable Delays provision, the rights and obligations of the parties will be the same as if the termination was for the convenience of the LADF.
- d. In such event, all finished or unfinished documents, data, studies, reports and other materials prepared by the Contractor pursuant to this Agreement is LADF property. The Contractor shall be entitled to receive just and equitable compensation for any work completed that has been approved by the LADF Representative(s).
- e. The Contractor shall also transfer title (if not already transferred) and, as directed by the LADF Representative(s), deliver to the LADF completed or partially completed work and other materials produced or acquired for the work terminated, completed or partially completed plans, drawings, information, studies, and reports prepared by the Contractor, and other property that, if the Agreement had been completed, would be required to be furnished to the LADF. Upon direction by the LADF's President or designee, the Contractor shall also protect and preserve any other property in its possession in which the LADF has an interest.
- f. Notwithstanding the above, the Contractor shall not be relieved of liability to the LADF for damages sustained by the LADF by virtue of any breach of this Agreement by the Contractor. The LADF may withhold any payments to the Contractor until such time as the exact amount of damages due the LADF from the Contractor is determined.
- g. The rights and remedies of the LADF in this termination provision are in addition to any other rights and remedies by law or equity or under this Agreement.

10. Termination for Convenience

The LADF may terminate this Agreement, in whole or in part, when it is in the LADF's interest. The LADF shall terminate the Agreement by delivering to the Contractor a Notice of Termination at least thirty (30) days before the effective date of such termination. The Notice of Termination shall specify the extent of termination and the effective date. If this Agreement is terminated under this provision, the LADF shall be liable only for payment under the payment provisions of this Agreement for services rendered and allowable expenses incurred before the effective date of termination, less any previous

payments made to the Contractor. These expenses and services must be reviewed and approved by the LADF Representative(s) prior to any payments made to the Contractor.

In the event of termination, the Contractor shall transfer title (if not already transferred) and as directed by the LADF, deliver to the LADF completed or partially completed work and other materials produced or acquired for the work terminated, completed or partially completed plans, drawings, information, studies, and reports prepared by the Contractor, and other property that, if the Agreement had been completed, would be required to be furnished to the LADF. Upon direction by the President or designee, the Contractor shall also protect and preserve any other property in its possession in which the LADF has an interest.

11. Excusable Delays

Neither the LADF nor the Contractor shall be in default because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of either party. Examples of these causes are (1) acts of God or public enemy, (2) acts of the Federal Government or any unit of State or Local Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, and (8) freight Embargoes or delays in transportation. Notification of an excusable delay impacting the performance of services under the Agreement shall be made in writing to the other party.

If the LADF determines that any failure to perform the Agreement results from one or more of the causes above, the delivery or performance schedule may be revised, subject to the rights of the LADF under the termination provisions of this Agreement.

12. Correction of Work

The performance of services or LADF's acceptance of the work product furnished by the Contractor pursuant to this Agreement shall not relieve the Contractor from its obligation to correct any incomplete, inaccurate, or defective work discovered. All such work discovered shall be remedied by the Contractor on demand without cost to the LADF.

13. Compliance with Laws

Each party's performance hereunder shall comply with all applicable laws, ordinances and codes of the United States of America, the State of California, the City of Los Angeles and the LADF. The Contractor shall commit no trespass on any public or private property in performing any of the work under this Agreement.

14. Anti-Kickback Rules

Compensation of Contractor's employees and subcontractors performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback" Act (Title 18 U.S.C., Section 874) (29 CFR, Part 3).

"Kickback," as used in this provision, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any Contractor, Contractor employee, subcontractor, subcontractor employee for the purpose of improperly obtaining or awarding

favorable treatment in connection with this Agreement or in connection with a subcontract relating to this Agreement.

The Contractor shall incorporate the substance of this provision in all subcontracts under this Agreement.

15. Withholding of Salaries

If, in the performance of this Agreement, there is any underpayment of salaries and/or compensation by the Contractor or by any subcontractor there under, the LADF shall withhold from payments due the Contractor the underpaid amounts which are due the Contractor's or subcontractor's employees. The amount to be withheld shall be computed based on the actual hourly salary rate(s) of the affected employees times the total number of hours each employee worked in relation to this Agreement. The amounts withheld may be disbursed by the LADF on behalf of the Contractor or subcontractor to the respective employees to whom they are due.

16. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of employees performing work under this Agreement shall be promptly reported in writing by the Contractor to the LADF for the latter's decision which shall be final with respect thereto.

17. Indemnification

Except for the gross negligence or willful misconduct of the LADF, the Contractor undertakes and agrees to defend, indemnify and hold harmless the LADF, the City of Los Angeles, and any of their respective boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including the Contractor's and subcontractor's officers, employees and agents, for damage or destruction of any property of either party hereto or of third parties, and/or for any other loss or injury arising in any manner by reason of the negligent acts, errors or omissions, or willful misconduct arising from the performance of this Agreement by the Contractor or its subcontractors of any tier.

18. Assignability

The Contractor shall not assign or transfer any interest in this Agreement, (whether by assignment or novation) without the prior written approval of the LADF's President or designee.

19. Bankruptcy

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy filing complete with case number, to the LADF Representatives listed in the Agreement. The Contractor shall furnish this notification within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of other LADF agreement numbers against which final payment has not been made. This obligation remains in effect for the duration of the Agreement and until final payment is made under this Agreement.

20. Ownership of Materials and Documents

Any and all sketches, drawings, tracings, field survey notes, computations, electronic files, details and other materials, documents including computer files and data prepared by the Contractor and/or Contractor's subcontractor(s) pertaining to this Agreement shall be the property of the LADF from the moment of their preparation and the Contractor shall deliver such materials and documents to the LADF whenever requested to do so by the LADF. However, the Contractor and/or the Contractor's subcontractor(s) shall have the right to make duplicate copies of such materials and documents for their own file; or other purposes as may be authorized in writing by the LADF. The LADF shall not, without the Contractor's written consent, associate the Contractor's name with any material not the exclusive product of the Contractor.

Contractor is prohibited from removing any LADF-owned property and any other fixed assets from the LADF's premises. Magnetic media, files, documents and other property belonging to, and/or produced for the LADF pursuant to this Agreement shall not be removed from LADF premises. Removal shall require the prior express written consent of the President or designee.

21. Findings Confidential

All of the reports, information, data, and other documents prepared or assembled by the Contractor under this Agreement are confidential. The Contractor agrees that the reports, information, data, and other documents shall not be made available to any individual or organization without the prior express written consent of the President or designee. Notwithstanding the foregoing, the LADF may be required to disclose any reports, data, documents or other information prepared by Contractor under the Agreement pursuant to the requirements of the California Public Records Act.

22. Access to Books, Documents, Papers and Records

The LADF, the City of Los Angeles, and where applicable, State and/or Federal Government representatives, or any of its duly authorized representatives shall have access to any books, documents, papers and records including computer files of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor shall maintain records of all details with respect to all matters covered by this Agreement, for a period of five (5) years after receipt of final payment, unless authorization to remove the records sooner is granted in writing by the LADF President or designee.

23. No Attorney's Fees

If either party hereto should retain legal counsel for the purpose of interpreting or enforcing any term or condition of this Agreement, then the prevailing party shall not be entitled to recover any attorney's fees thereby incurred. Each party shall bear its own costs of litigation.

24. Contractor's Status

The Contractor represents that it is an independent contractor for the purposes of this Agreement. In the event of any changes in the Contractor's status, the Contractor shall notify the LADF in writing within five (5) working days. The Contractor shall obtain the required insurance coverages; business licenses; other required licenses; applicable permits; withhold all taxes required by Federal and State statutes; and act as an independent contractor and not as an agent or employee of the LADF. The

Contractor shall not represent itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the LADF.

25. Applicable Law, Interpretation and Enforcement (Choice of Law)

This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby

26. Non-Discrimination

Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, the City of Los Angeles and the LADF, including, but not limited to the following:

- a. During the performance of this Agreement the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, disability (actual or perceived), medical condition, age, source of income, marital status, familial status, domestic partner status, sex, sexual preference/orientation, Acquired Immune Deficiency Syndrome (AIDS) – acquired or perceived, or retaliation for having filed a discrimination complaint (non-discrimination factors). The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to the non-discrimination factors including, and not limited to activities, of: upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment the non-discrimination factors.
- b. The Contractor will ensure that its solicitations or advertisements for employment are in compliance with the aforementioned non-discrimination factors.
- c. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by Contractor and subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

27. Utilization of Minorities, Women, City of Los Angeles Lower Income Residents and Businesses

The Contractor acknowledges and agrees that it is the policy of the LADF to promote and ensure economic advancement of minorities and women as well as other economically disadvantaged persons through employment and in the award of contracts and subcontracts in the City of Los Angeles. The Contractor shall use its best efforts to the greatest extent feasible to provide outreach to minorities, women, and other employees, contractors and subcontractors possessing the necessary skill, and expertise, and who can render the services in a cost effective and efficient manner.

- a. Utilization of Minority, Women and Other Businesses M/W/OBE

The Contractor shall use its best efforts to the greatest extent feasible to seek out and award and require the award of contracts and subcontracts to contracting firms which are located or

owned in substantial part by persons residing in the City of Los Angeles, and to provide outreach to minority owned, women-owned, and other firms.

b. **Utilization of City of Los Angeles Residents**

The Contractor shall, to the greatest extent feasible, employ a labor force in all categories that is comprised of residents of the City of Los Angeles. The Contractor shall also, to the greatest extent feasible, require that such labor force be proportionately representative of minorities and women residing in the City of Los Angeles. This paragraph shall require the reasonable best efforts of the Contractor but shall not require the hiring of any person unless such person has the experience and ability, and, where necessary, the appropriate trade union affiliation to qualify such person for the job. The Contractor, subcontractor or bidder certifies and agrees that it shall make a good faith effort to include within its employ, thirty percent (30%) of aggregate number of new hires from City of Los Angeles residents.

28. Clean Air Provisions

The Contractor shall agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et Seq.), as amended. Violations shall be reported to the Department of Housing and Urban Development, the City of Los Angeles and the Regional Office of the Environmental Protection Agency.

29. Americans With Disabilities Act

The Contractor hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

30. Contractor Discount

Contractor agrees to offer the LADF 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.

31. Child Support Assignment Orders

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.

32. Living Wage, Contractor Responsibility, Service Contractor Retention, and Equal Benefits Policies

All Contractors and their subcontractors doing business with the LADF shall be required to comply with the City of Los Angeles's Living Wage, Contractor Responsibility, Service Contractor Retention, and Equal Benefits Policies. The following provides a summary of the foregoing policies which can be requested and provided in full.

A. Living Wage and Service Contractor Retention Policies

1. Unless otherwise exempt in accordance with the provisions of these Policies, this Contract is subject to the applicable provisions of the Living Wage Policy (LWP) and the Service Contractor Retention Policy (SCRP), as amended from time to time.
 - a. Unless otherwise exempt in accordance with the provisions of these Policies, this Contract is subject to the applicable provisions of the Living Wage Policy (LWP) and the Service Contractor Retention Policy (SCRP), as amended from time to time.
 - b. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWP. Contractor shall require each of its subcontractors within the meaning of the LWP to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the LADF within ninety (90) days of the execution of the subcontract. Contractor's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWP concerning compliance with such federal law.
 - c. The Contractor, whether an employer, as defined in the LWP, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the LADF with regard to the employer's compliance or anticipated compliance with the LWP, for participating in proceedings related to the LWP, for seeking to enforce his or her rights under the LWP by any lawful means, or otherwise asserting rights under the LWP. Contractor shall post the Notice of Prohibition Against Retaliation.
 - d. Any Subcontract entered into by the Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of LWP and the SCRП, and shall incorporate the "Living Wage Policy and Service Contractor Retention Policy" language.
 - e. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative LADF, which may be amended from time to time.
2. Under the provisions of the LWP and SCRП the LADF shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the LADF determines that the subject Contractor has violated provisions of the LWP and/or the SCRП.
3. Where under the LWP the designated administrative LADF has determined (a) that the Contractor is in violation of the LWP in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the LADF in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor, the LADF may deduct the amount determined to be due and owing by the Contractor to its employees. Such monies shall be placed in the holding account referred to in LWP and disposed of under procedures there described through final and

binding arbitration. Whether the Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the LADF. The Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

4. Earned Income Tax Credit

This Contract is subject to the provision of the LWP requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

B. Equal Benefits Policy

Unless otherwise exempted in accordance with the provisions of the LADF's Equal Benefits Policy (EBP) this Agreement is subject to the provisions of the EBP as amended from time to time.

1. During the performance of this Agreement, the Contractor certifies and represents that it will comply with the EBP. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the LADF, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the EBP may be obtained from the Office of Contract Compliance at (213) 847-6480.

2. Failure of the Contractor to comply with the EBP will be deemed to be a material breach of the Agreement by the LADF.
3. If the Contractor fails to comply with the EBP the LADF may cancel, terminate or suspend the Agreement, in whole or in part, and all monies due or to become due under the Agreement may be retained by the LADF. The LADF may also pursue any and all other remedies at law or in equity for any breach.
4. Failure to comply with the EBP may be used as evidence against the Contractor in actions taken pursuant to the provisions of the LADF's Contractor Responsibility Policy.
5. If the Designated Administrative Agency (DAA) determines that the Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBP, the LADF may terminate the Agreement. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of LADF's Contractor Responsibility Policy.

C. Contractor Responsibility Policy

Unless otherwise exempt in accordance with the provisions of the LADF's Policy, this Agreement is subject to the provisions of the Contractor Responsibility Policy (CRP), which requires the Contractor to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the Agreement. In accordance with the provisions of this Policy, by signing this Agreement, the Contractor pledges, under penalty of perjury, to comply with all applicable Federal, state and local laws in the performance of this

Agreement, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor further agrees to:

1. Notify the LADF within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor is not in compliance with all applicable Federal, state and local laws in performance of this Agreement;
2. Notify the LADF within thirty (30) calendar days of all findings made by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of the CRP;
3. Ensure that its subcontractor(s), as defined in the CRP, submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the CRP, comply with the requirements of the Pledge of Compliance and the requirement to notify the LADF within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated the CRP in performance of the subcontract.

33. Construction of Provisions and Titles

All titles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the LADF or the Contractor.

34. Number of Originals

The number of original texts of this Agreement shall be at least equal to the number of the parties hereto, one text being retained by each party.

Note: The word Contractor refers to any person, firm, organization, etc. awarded an Agreement by the LADF.

Attachment 2



LOS ANGELES DEVELOPMENT FUND

BUSINESS PROFILE VENDOR REGISTRATION FORM

BUSINESS HEADQUARTERS

OFFICE THAT WILL BE PROVIDING SERVICES (IF DIFFERENT FROM HQ)

ADDRESS			ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
PHONE	EMAIL	PHONE	EMAIL		
CONTACT PERSON			CONTACT PERSON		
<input type="checkbox"/> PROFESSIONAL/TECHNICAL			<input type="checkbox"/> SUPPLIER/SERVICE		
<input type="checkbox"/> CONTRACTOR/CONSTRUCTION			<input type="checkbox"/> DEVELOPER		
SERVICES PROVIDED					
SERVICES SOLD					
CONTRACTOR LICENSE #		LA BUSINESS REGISTRATION CERTIFICATE (BTRC#)		FED TAX ID#	

OWNERSHIP OF BUSINESS				PERCENTAGE OF OWNERSHIP / OWNER ETHNICITY							
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> CORPORATION	OTHER	MALE	FEMALE	Ownership %	NON-MINORITY	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN
<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> SOLE PROPRIETOR	<input type="checkbox"/>									
NAMES OF OWNERS											

BUSINESS WORKFORCE UTILIZATION ANALYSIS (FOR OFFICE THAT WILL BE PROVIDING SERVICES)													
	MEN						WOMEN						TOTAL NUMBER OF PERSONS
	NON-MINORITY	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN	TOTAL MEN	NON-MINORITY	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN	TOTAL WOMEN	
Official/Managers													
Professional													
Technician													
Para-professional													
Subtotal													
Office/clerical													
Skilled crafts													
Service/maintenance													
Total													

DECLARATION: I certify that the foregoing information is accurate and true and will notify LADF of any changes.

SIGNATURE OF OWNER OR PRINCIPAL

TITLE

DATE

Attachment 3

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

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

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

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Department/Division Awarding Contract

City Contact Person

Phone

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

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

Street Address

City

State

Zip

Contact Person, Title

Phone

Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

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

Print Name, Title

Signature

Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

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

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

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

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

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

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

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

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

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

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

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

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

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

C. OWNERSHIP AND NAME CHANGES

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

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

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

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

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

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

☐ **Yes** ☐ **No**

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

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

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

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

F. DISPUTES

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

(a) Payment to subcontractors?

☐ **Yes** ☐ **No**

(b) Work performance on a contract?

☐ **Yes** ☐ **No**

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

☐ **Yes** ☐ **No**

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

G. COMPLIANCE

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

☐ **Yes** ☐ **No**

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

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

☐ **Yes** ☐ **No**

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

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

☐ Yes ☐ No

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

H. BUSINESS INTEGRITY

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

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

FEDERAL ENTITIES**Federal Department of Labor**

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

Federal Department of Justice

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

Federal Department of Housing and Urban Development (HUD)

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

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

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

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

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

California's Department of Fair Employment and Housing

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

California Department of Consumer Affairs

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

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

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

OTHERS

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

Attachment 4

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

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

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

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

Attachment 5



LOS ANGELES DEVELOPMENT FUND

LIVING WAGE ORDINANCE COMPLIANCE FORM

The Los Angeles Development Fund (LADF) is a California non-profit corporation established and controlled by the City of Los Angeles with the purpose of operating a New Markets Tax Credit program. As a supporting organization of the City of Los Angeles, the LADF has elected to make compliance with the City's Living Wage Ordinance (LWO) a requirement in awarding any contract.

The City of Los Angeles Living Wage Ordinance requires that subject employers provide to employees:

- As of **July 1, 2020** a wage of at least \$15.00 per hour with health benefits of \$1.25 per hour, or \$16.25 per hour without health benefits (to be adjusted annually on July 1);
- At least 96 compensated hours off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and
- At least 80 additional hours off per year of uncompensated time off for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) [website](#), for details regarding the wage and benefit requirement of the Ordinance.
- Information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer.

The City of Los Angeles Living Wage Ordinance also requires employers:

- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

TO-BE-FILLED OUT BY THE CONTRACTOR

1. Company Name: _____ 2. Company Phone: _____
3. Mailing Address: _____
4. State the number of employees working on this LADF contract: _____

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS DUE THE CONTRACTOR, OR A RECOMMENDATION TO THE LADF GOVERNING BOARD OF DIRECTORS FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

By signing this Compliance Form, the Company certifies that it will comply with all applicable provisions of the LWO and its implementing Rules and Regulations, including any amendments or revisions to the Ordinance and Regulations.

SIGNATURE OF PERSON COMPLETING THIS FORM

DATE

PRINT NAME OF PERSON COMPLETING THIS FORM

TITLE

EMAIL ADDRESS

PHONE NUMBER

Attachment 6

LWO – 501(C)(3) NON-PROFIT EXEMPTION APPLICATION

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

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors are subject to the LWO unless this exemption application is approved.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Phone #: _____
2. Company Address: _____
3. Are you a Subcontractor? ☐ Yes ☐ No If YES, state the name of your Prime Contractor: _____
4. Type of Service Provided: _____

EXEMPTION INFORMATION:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<p>501(c)(3) Non-Profit Organizations:</p> <ul style="list-style-type: none"> ■ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. ■ The exemption is valid for all employees except Child Care Workers. ■ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. ■ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." ■ This is read broadly so that the term would include, for example, tutors working with children 12 or under. 	<ol style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: <ol style="list-style-type: none"> A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ C. MULTIPLY B by 8: \$ _____ 3. Based on Question 2 above, is A less than C? <div style="margin-left: 20px;"> <input type="checkbox"/> YES If YES, sign and submit this application for final approval. <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. </div> 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <div style="margin-left: 20px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div> 5. Fill & Submit LW-18 Subcontractor Information Form.

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

Print Name of Person Completing this Form _____

Signature of Person Completing this Form _____

Title _____

Phone # _____

Date _____

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDING DEPARTMENT USE ONLY:

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

OCC USE ONLY:

Approved / Not Approved – Reason: _____

By Analyst: _____ Date: _____

Attachment 7

LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM

REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

This form must be signed within 90 DAYS of the execution of the subcontract and **RETAINED by the **PRIME CONTRACTOR**.**

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name: _____ Phone #: _____
2. Company Address: _____
3. Awarding Department: _____
4. Project Name: _____

IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LIVING WAGE ORDINANCE (LWO) FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCE. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE TO THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the LWO **must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.**

THE LIVING WAGE ORDINANCE REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2020, a wage of at least **\$15.00 per hour with health benefits** of \$1.25 per hour, or **\$16.25 per hour without health benefits** (to be adjusted annually on July 1);
- At least **96 compensated hours off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees);
- At least **80 additional hours off per year of uncompensated time off** for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, **available on the Bureau of Contract Administration website at <https://bca.lacity.org/equal-employment-opportunity-enforcement>**, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer.

THE LIVING WAGE ORDINANCE ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name: _____ Company Phone Number: _____
2. Company Address: _____
3. Type of Service Provided by Subcontractor to Prime: _____
4. Amount of Subcontract: _____ Subcontract Start Date: ____/____/____ End Date: ____/____/____

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the LWO, and its implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Print Name of Person Completing this Form

Signature of Person Completing this Form

Title

Phone #

Date