

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: June 25, 2021

CAO File No. 0220-00540-1557

Council File No. 20-1637

Council District: Citywide

To: The Mayor
The Council

From: *Ylenda Chavez*
for Richard H. Llewellyn, Jr., City Administrative Officer

Reference: Housing and Community Investment Department transmittal dated June 16, 2021; Received by the City Administrative Officer on June 17, 2021; Additional information received through June 25, 2021

Subject: **REQUEST TO ACCEPT A GRANT AWARD AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) FOR THE REGIONAL EARLY ACTION PROGRAM (REAP) SUBREGIONAL PARTNERSHIP PROGRAM IN AN AMOUNT NOT TO EXCEED \$1,043,500**

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Note and file the Housing and Community Investment Department (HCID) transmittal dated June 16, 2021 relative to a grant agreement with the Southern California Association of Governments (SCAG) for the Regional Early Action Program (REAP) Subregional Partnership Program in an amount not to exceed \$1,043,500 and various other actions;
2. Authorize the General Manager of HCID, or designee, to:
 - a. Enter into a Memorandum of Understanding (MOU) with the Southern California Association of Governments and subsequently accept a grant in the amount not to exceed \$1,043,500 to facilitate planning and housing related work for an approximate three-year term commencing on the date of execution and ending on June 30, 2023, in substantial conformance with the draft MOU attached to this report, and subject to the approval of the City Attorney as to form and legality;
 - b. Lead the coordination, partnership and preparation of progress reports or any related documents along with the Department of City Planning in accordance with REAP grant requirements;
 - c. Prepare and issue the two Request for Proposals (RFP) for several eligible activities

- within the REAP Grant, one RFP will be for the: i) Equitable Development and Displacement Prevention Strategies Study, and ii) Competitive Affordable Housing Sites Study; and the second RFP will be for the Assessment of Fair Housing Consultant, per the draft RFPs attached to this report; and,
- d. Prepare Controller instructions to make any necessary technical adjustments consistent with the Mayor and Council action on this matter, subject to the approval of the City Administrative Officer, and request the Controller to implement these instructions;
3. Instruct the City Administrative Officer to report back to the Council on the remaining HCID requests regarding a contract amendment with Liberty Hill Foundation and resource requests for implementing the requirements of the MOU; and,
 4. Instruct the HCID to report back to the Mayor and Council on the results of the proposal evaluation and request authority to negotiate and execute contracts with the selected contractor(s), along with funding recommendations.

SUMMARY

The Housing and Community Investment Department (HCID) requests authority to: 1) enter into a Memorandum of Understanding (MOU) with the Southern California Association of Governments (SCAG) for the Regional Early Action Program (REAP) Subregional Partnership Program to accept a grant award in an amount not to exceed \$1,043,500 for an approximate three year term commencing on the date of execution and ending on June 30, 2023; 2) lead the coordination, partnership and preparation of progress reports or any related documents along with the Department of City Planning (DCP) in accordance with REAP grant requirements; 3) execute the first contract amendment with Liberty Hill Foundation to continue to provide public outreach and increase compensation by \$200,000 for a new contract total amount of \$260,000; 4) prepare and issue two Request for Proposals (RFP), one for the a) Equitable Development and Displacement Prevention Strategies Study, and b) Competitive Affordable Housing Sites Study, and the other for the Assessment of Fair Housing Consultant; 5) fill one existing Student Professional Worker vacant position; and 6) Controller instructions for receiving grant funds and appropriating funds for HCID contractual services and staff resources for 2021-22. The proposed MOU with SCAG has a 33-month grant award period retroactive from September 30, 2020. Subsequent to the release of HCID's transmittal dated June 16, 2021 (Report), the HCID provided a matrix of the proposed scope of work for the MOU, which is attached to this report. The HCID states it will utilize the grant funds to support initiating data analysis and policy research to launch the City's strategies for Affirmatively Furthering Fair Housing (AFFH) for the 2021-2029 Housing Element Update to reduce racially/ethnically concentrated poverty and disparities in access to opportunity, and ensure that long range planning processes and programs meet state fair housing regulations.

On September 30, 2020, and December 1, 2020, HCID and DCP submitted joint applications to SCAG for the REAP Subregional Partnership Program. The HCID transmittal only addresses the

HCID portion of the REAP Subregional Partnership Program, and in February of 2021, the Council provided authority to DCP to execute a related grant agreement with SCAG for the REAP Subregional Partnership Program through a separate report. The REAP Subregional Partnership Program grant from SCAG would support: 1) HCID's work in research and data analysis for the AFFH component of the Housing Element update; 2) completion of an equitable development and displacement prevention study; 3) an analysis that will identify key opportunities for the creation of affordable housing within the City's Adequate Sites Inventory; and, 4) an update of HCID's Assessment of Fair Housing Plan related to the City's compliance with federal and state fair housing regulations. Additional information regarding the REAP Subregional Partnership Program can be found in HCID's Report. The HCID requests authority to release two RFPs, which are attached to this report, for contractors to assist with the last three REAP grant activities described above. The Department states that it will report back to the Mayor and Council on the selected contractor(s) and will request authority to negotiate and execute contracts, to be funded by REAP grant funds.

The HCID also requests authority to execute a First Amendment to its contract with Liberty Hill Foundation to assist in public outreach related to the implementation of the Housing Element, as well as appropriations for staff and administrative resources. The grant funds will be dispersed on a reimbursement basis. The HCID has negotiated a separate payment process with SCAG for contractual services costs associated with the grant work whereby SCAG will release funds to the HCID for the payment of contractor invoices after approval by both SCAG and HCID. This process for contractual services cost payments eliminates the need for the front funding of the contractual services costs. In light of the timing of HCID's request to Council during the legislative year, this Office will report back to the Council at a later time on HCID's request for a contract amendment and appropriations for staff and administrative resources. It should be noted that there is no longer a hiring moratorium and HCID concurs that the department has the ability to hire a Student Professional Worker without Council authority.

This Office concurs with the Department's following recommendations to: 1) enter a MOU with SCAG and accept the grant award for the REAP program, as amended to include a matrix for the proposed scope of work for the MOU; 2) lead the coordination, partnership and preparation of progress reports or any related documents along with the DCP; and 3) issue two RFPs, as amended to include a report back on the results of the proposal evaluation and request authority to negotiate and execute contracts with the selected contractor(s), along with funding recommendations. This Office will issue a subsequent report on the Department's remaining recommendations related to a contract amendment and funding for staffing and administrative resources.

FISCAL IMPACT STATEMENT

Approval of the recommendations of this report would have no impact on the General Fund. There is no projected impact from the contractual services portion of the SCAG REAP Subregional Partnership Program as SCAG will release funds to the City to make payments to contractors without the need for the City to front fund those costs. The impact of reimbursements from SCAG and any need to front fund costs for staff salaries, overhead, and lease costs will be addressed in a subsequent City Administrative Officer report.

FINANCIAL POLICIES STATEMENT

The recommendations of this report comply with the City's Financial Policies in that the proposed REAP Subregional Partnership Program grant would not require additional financial resources from the City.

RHL:EIC:02210213c

Attachments

MEMORANDUM OF UNDERSTANDING
No. M-10-21

SCAG Overall Work Program (OWP) No: 300-4872Y0.03

Federal/State Awarding Agency: State of California, Department of Housing and Community Development

CFDA Number and Name: N/A

Federal Award Identification Number (FAIN) No: N/A

Federal Award Date: N/A

Total Amount of the Federal Award: N/A

Federal Award Project Description: N/A

Federal Awarding Official: N/A

Sub-Recipient Name: CITY OF LOS ANGELES, HOUSING + COMMUNITY INVESTMENT DEPARTMENT (HCIDLA)

Sub-Recipient's DUNS No: 80-825-5160

Total Amount of Federal Funds Obligated to the Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to the Sub-Recipient: \$1,030,425

Total Amount of the Sub-Award: \$1,030,425

Subaward Period of Performance Start Date: September 3, 2020

Subaward Period of Performance End Date: June 30, 2023

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Federal Award: N/A

Subaward Project Title: HCIDLA REGIONAL EARLY ACTION PLANNING (REAP) GRANT PARTNERSHIPS AND OUTREACH

Subaward Project Description: HCIDLA Regional Early Action Planning (REAP) Grant Partnerships and Outreach will utilize REAP funding to implement planning projects to further the development of housing within the HCIDLA jurisdiction.

MEMORANDUM OF UNDERSTANDING
No. M-010-21

**BETWEEN THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND THE CITY OF LOS ANGELES, HOUSING + COMMUNITY INVESTMENT
DEPARTMENT (HCIDLA)
FOR HCIDLA REGIONAL EARLY ACTION PLANNING (REAP) GRANT PARTNERSHIPS
AND OUTREACH**

(SCAG Project/OWP No. 300-4872Y0.03)

This Memorandum of Understanding (“MOU” or “Agreement”) is by and between the **Southern California Association of Governments** (“SCAG”) and the **City of Los Angeles, Housing + Community Investment Department (HCIDLA)** (“Sub-Recipient”), for **HCIDLA Regional Early Action Planning (REAP) Grant Partnerships and Outreach**, subsequently herein referred to as “Project.” SCAG and the Sub-Recipient are individually referred to herein as “Party” and may be collectively referred to herein as “Parties.”

RECITALS

WHEREAS, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization (MPO) for Southern California. As an MPO, SCAG is primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) is authorized to provide up to \$47,471,023 (the “Full Funding Amount”) to SCAG under the Regional Early Action Planning Grant Program (the “REAP Program”), the regional component of the Local Government Planning Support Grants Program (as described in Health and Safety Code section 50515.02);

WHEREAS, based on SCAG’s Regional Council action at its March 5, 2020 meeting, of the authorized Full Funding Amount, approximately up to \$23 million will be allocated to fund subregional partnership projects for planning activities that will accelerate housing production and facilitate compliance in implementing the Sixth Cycle of Regional Housing Needs Allocation (“RHNA”) (the “Subregional Partnership Program”), and the funding amount available for each subregional partner will be based on the final Sixth Cycle of RHNA allocation;

WHEREAS, the Department approved SCAG’s application for a Request for Advance Allocation on April 14, 2020, to receive \$11,867,755 (up to 25% of the Full Funding Amount allocated) and a Request for Allocation for the remaining funding is expected to be authorized in 2021;

WHEREAS, on September 3, 2020, SCAG’s Regional Council approved Subregional Partnership Program Guidelines (the “Guidelines”) and authorized SCAG’s Executive Director or his designee to enter into agreements with the designated subregional partner under the REAP Program;

WHEREAS, the Sub-Recipient, as the designated subregional partner, developed and submitted their proposals consistent with the Subregional Partnership Program Guidelines (“Project”) and SCAG reviewed and approved the Project;

WHEREAS, pursuant to its annual Overall Work Program (“OWP”), SCAG will be engaged in activities and projects that will require certain technical, professional, or support services from time to time related to its work regarding the Subregional Partnership Program;

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties, which includes SCAG’s provision of funding for the Project;

WHEREAS, the Sub-Recipient will hire a Consultant (“Consultant”) and/or use its personnel to perform the services required for the Project as described in the REAP Subregional Partnership Program application (“Scope of Work”);

WHEREAS, consistent with the funding schedule in the Subregional Partnership Program Guidelines, SCAG shall contribute a maximum, not to exceed full suballocation amount of One Million Thirty Thousand Four Hundred Twenty-Five Dollars (\$1,030,425) of state funds for the Project (“Grant Funds”). Phase 1 funding in a not to exceed amount of One Hundred Ten Thousand Dollars (\$110,000) of state funds shall be available to the Sub-Recipient subject to the provisions of this Agreement upon the Effective Date of this MOU. Funds related to approved Phase 2 project components in a not to exceed amount of Nine Hundred Forty Thousand Four Hundred Twenty-Five Dollars (\$940,425) will only be made available to the Sub-Recipient upon execution of a signed agreement between the Department and SCAG for the Full Funding Amount and, consistent with the Guidelines, costs incurred by Sub-Recipient for Phase 2 projects prior to a signed agreement between the Department and SCAG for the Full Funding Amount may not be eligible for reimbursement by SCAG;

WHEREAS, the Sub-Recipient’s designated project manager, in coordination with SCAG’s designated project manager, will ensure the Scope of Work is performed by the Consultant or Sub-Recipient’s personnel;

WHEREAS, subject to the conditions described in the Subregional Partnership Program Guidelines, reimbursable activities by the Sub-Recipient and Consultant will begin on September 3, 2020 and shall be completed by June 30, 2023;

WHEREAS, this MOU shall supersede and replace any previous agreements or negotiations between SCAG and the Sub-Recipient related to the Project described herein; and

WHEREAS, SCAG’s Fiscal Year is from July 1 through June 30.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. MOU Contents

This MOU is comprised of these terms and conditions and any attached Exhibits, and may be amended only by written agreement between SCAG and the Sub-Recipient. The Recitals to this Agreement are also incorporated herein by this reference.

2. Scope of Work

- a. The Sub-Recipient and Consultant procured by the Sub-Recipient in accordance with applicable procurement requirements and policies, shall perform the Scope of Work, in accordance with applicable State requirements and the provisions of this MOU.
- b. SCAG shall only be obligated to make payments to the Sub-Recipient from REAP Program funding that SCAG actually receives and only for work performed as part of the Scope of Work regarding the Project, up to the maximum amount of One Million Thirty Thousand Four Hundred Twenty-Five Dollars (\$1,030,425). SCAG intends to use state funds to meet its funding obligations described herein.
- c. The Sub-Recipient shall use the Grant Funds in accordance with the approved Scope of Work as contained in the timeline and budget and related information outlined in the Subregional Partnership Program application and any subsequent applications.
- d. If the Sub-Recipient is able to contract for services at a lower cost than outlined in their Subregional Partnership Program application and approved Scope of Work budget, the remaining funds may be used to fund other REAP programs by SCAG. The Sub-Recipient shall have the opportunity to submit a revised Scope of Work Approval form detailing a proposed use for the remaining funds within 30 days of execution of the contract creating the cost savings. The proposed use is subject to approval by the SCAG Project Manager, and must be proposed to fund meaningful work which adheres to the guidelines.
- e. The approved Scope of Work shall be documented using the Scope of Work Approval Form, attached hereto as “Exhibit A” and incorporated herein by this reference and subsequently herein referred to “Approval Form.” The completed Approval Form must be signed and agreed upon by Subrecipient Project Manager and SCAG Project Manager, prior to the performance of the Scope of Work. The completed Approval Form may be signed by way of a manual or authorized digital signature, or a signature stamp. The completed Approval Form may be amended subject to approval by SCAG. No alteration or deviation of the Scope of Work shall be valid unless the completed Approval Form is amended and properly signed and agreed upon by both Parties.
- f. The Sub-Recipient hereby verifies that it procured or shall procure the Consultant to perform the Scope of Work through a fair and competitive process consistent with the Sub-Recipient’s procurement procedures, as long as those procedures comply with all laws, rules, regulations and ordinances governing Sub-Recipient’s procurement, and all applicable provisions of California state law. The following guidelines further describe procurement requirements applicable to this funding:
 - i. Any sole source purchase must be preapproved by SCAG and HCD as compliant with REAP requirements;
 - ii. The maximum allowed cost for procurements made as a “micropurchase” or “small purchase”, which is not subject to a competitive process is \$5,000 or the limit set by the procurement policy of the Sub-Recipient, whichever is lower;

- iii. The maximum allowed cost for procurements made through an informal process, which requires a minimum of three written or verbal quotes or proposals documented in the procurement file, is \$25,000 or the limit set by the procurement policy of the Sub-Recipient, whichever is lower;
 - iv. Any contract or purchase over the amount of \$25,000 or the limit set by the procurement policy of the Sub-Recipient, whichever is lower, must be procured using a formal method (RFP, RFQ, etc.) in accord with the Sub-Recipient's adopted procurement policy; and
 - v. The Sub-Recipient shall consult with SCAG Project Manager in development of an RFP (or any solicitation) and obtain SCAG Project Manager's approval on the final RFP (or solicitation) prior to its issuance. The Sub-Recipient shall provide SCAG with a copy of its Notice to Proceed issued to the Consultant, along with a copy of the Consultant contract within seven (7) days of its issuance. When requested, the Sub-Recipient shall also provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within seven (7) days of the request.
- g. Subject to the execution of a valid, enforceable contract between the Sub-Recipient and Consultant, the Sub-Recipient shall be responsible for managing the Consultant in performing the Scope of Work. Each Party's Project Manager shall review and approve Consultant's invoices.
- h. The Sub-Recipient's Project Manager shall be responsible for final approval of Consultant's deliverables consistent with the Scope of Work; provided, however, that prior to approving a deliverable from the Consultant, the Sub-Recipient's Project Manager shall consult with SCAG's Project Manager. In the event that the Sub-Recipient or its Consultant proposes an amendment to the Consultant's contract which changes the terms of Consultant's contract with the Sub-Recipient, including but not limited to, increasing the value of the contract amount and/or modifying the Scope of Work, the Sub-Recipient shall notify SCAG's Project Manager in writing prior to such amendment process and provide SCAG with a copy of such amendment.
- i. The Sub-Recipient shall provide SCAG with quarterly reports and a final report as specified in Section 6 of this MOU, which shall include an accounting of Grant Fund expenditures. The Sub-Recipient shall retain copies of payment records, invoices, receipts, and any other documentation requested by SCAG for all Grant Fund expenditures.
- j. The Sub-Recipient agrees that SCAG, or its authorized representative(s), shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material shall be kept and maintained by the Sub-Recipient and shall be made available to SCAG during the term of this Agreement unless SCAG's advance written permission is given to dispose of any such material.

3. Term

The Term of this Agreement shall begin on the Effective Date of the Agreement and continue until June 30, 2023, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

4. Program Management

- a. All work under this MOU shall be coordinated with SCAG and the Sub-Recipient through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual as its Project Manager:

Ma'Ayn Johnson
Housing Program Manager
(213) 236-1975
johnson@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to the Sub-Recipient.

- c. For purposes of this MOU, the Sub-Recipient designates the following individual as its Project Manager:

Jackie Cornejo
Housing, Planning + Economic Analyst
Housing + Community Investment Department
1200 W. 7th Street | Los Angeles, CA 90017
(213) 928-9050
jackie.cornejo@lacity.org

The Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. Funding

- a. SCAG's contribution to the Project is funded wholly with state REAP Program funds, in an amount not to exceed One Million Thirty Thousand Four Hundred Twenty-Five Dollars (\$1,030,425). SCAG shall not be obligated to make payments for any Project costs that exceed One Million Thirty Thousand Four Hundred Twenty-Five Dollars (\$1,030,425). Funds related to any approved Phase 2 project components will only be made available to the Sub-Recipient upon execution of a signed agreement between the Department and SCAG for the Full Funding Amount and, consistent with the Guidelines, Sub-Recipient agrees and acknowledges that any costs it incurs for Phase 2 projects prior to a signed agreement between the Department and SCAG for the Full Funding Amount may not be eligible for reimbursement by SCAG, notwithstanding the amounts identified in this Agreement. SCAG shall not be obligated to pay for any increase in Project costs which exceeds SCAG's obligated funding amount. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to the REAP Program.
- b. SCAG reserves the right, in its sole discretion, to discontinue funding the Program and terminate the contract as described in Section 21 of this MOU.

- c. Any costs for which the Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, the Department or other State authorities to be ineligible or otherwise unallowable, are to be repaid by the Sub-Recipient within thirty (30) calendar days of the Sub-Recipient receiving notice of audit findings and a written demand for reimbursement from SCAG. Such repayment shall include interest, penalties or related fees, as determined by the Department or other State authorities. Should the Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, whichever is later, SCAG is authorized to withhold future payments due to the Sub-Recipient.

6. Invoices and Progress Reports

- a. SCAG's contribution to the Project shall be made to the Sub-Recipient as provided in this Section 6 in relation to the Sub-Recipient's and Consultant's performance of the services made pursuant to the Scope of Work. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB).
- b. Not less frequently than once in every month, the Sub-Recipient shall submit an invoice to SCAG using the Invoice Report, attached hereto and incorporated herein by this reference and subsequently herein referred to as "Exhibit B." SCAG agrees to advance the Sub-Recipient for Staff charges and Consultant charges identified and described on such invoices, subject to the provisions of this Agreement relating to SCAG's audit and inspection rights and further conditioned on Sub-Recipient not being in uncured default as to any of Sub-Recipient's material obligations contained in this Agreement. The Invoice Report shall include a narrative description of the progress towards completion of tasks related to the Project and copies of approved Staff charges and Consultant invoices. After receipt of the Invoice Report, SCAG shall review the invoices for compliance and consistency with this Agreement and, if SCAG determines in its reasonable discretion that such invoice is compliant and consistent with this Agreement, then SCAG shall issue funds to the Sub-Recipient to pay the approved invoices. The Sub-Recipient is required to issue payments on the submitted invoices no later than ten (10) days from the receipt of funding from SCAG and submit a proof of the payments to SCAG.
- c. The Invoice Report shall include the following information:
 - 1) Names of Sub-Recipient and Consultant personnel performing work
 - 2) Dates and times of Project work
 - 3) Location of Project work
 - 4) Itemized costs, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each such employee, including complete timesheets or time cards signed by the employee and approved by the supervisor; invoices and vouchers, evidencing in proper detail the nature of the charges, and other documentation requested by SCAG; contractor or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.

- 5) The Sub-Recipient shall submit narrative reports indicating percentage of completion with each set of invoices to allow the SCAG's Project Manager to determine if the Sub-Recipient is performing to expectations, is on schedule, is within funding limitations, as well as to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- d. Incomplete or inaccurate invoices shall be returned to the Sub-Recipient unapproved for correction.
- e. All direct and Consultant costs billed must be specifically identified and supported with original receipts, invoices, or statements. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e., non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to the Sub-Recipient, its sub-recipient, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bul.htm. Also see website for summary of travel reimbursement rules.
- f. By the tenth day following the start of a new quarter (i.e., January 10, April 10, July 10, October 10), the Sub-Recipient shall submit a Quarterly Report using the Sub-Recipient Report Template provided by SCAG Project Manager to the Sub-Recipient Project Manager prior to the due date. A copy of the Sub-Recipient Report Template is attached hereto as "Exhibit C" and incorporated herein by this reference and subsequently herein referred to as the "Report Template." The Report Template may be modified at any time by the SCAG Project Manager, and will be provided to the Sub-Recipient Project Manager as soon as the change is in effect. The Quarterly Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant as well as progress toward completion of tasks related to the Project for the prior quarter and a reporting of all costs incurred regarding the Project.
- g. By February 10 of each year following receipt of funding pursuant to this MOU, the Sub-Recipient shall submit an Annual Report using the Report Template. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant as well as progress toward completion of tasks related to the Project for the prior year and a reporting of all costs incurred regarding the Project for that period.
- h. On April 10, 2021, the Sub-Recipient Project Manager shall submit the Housing Element Progress portion of the Report Template to SCAG Project Manager. The Housing Element Progress section shall thereafter be required annually, as part of the Annual Report due on February 10 of each year.
- i. As each project is finalized, and no later than July 21, 2023, the Sub-Recipient shall submit a Close-Out Report for each project, in a format to be determined by the SCAG Project Manager. At the time of the drafting of this MOU, the Awarding Agency, State of California, Department of Housing and Community Development has not provided the requirements for the Close-Out Report due to the Department by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipients is not available at this time but will be provided to the Sub-Recipient Project Manager by SCAG Project Manager once it becomes available.

- j. On all documents submitted to SCAG for the Project, including Invoices, Quarterly Reports, Annual Reports, and Close Out Form, the Project Number (OWP No. 300-4872.03) shall be referenced from the Effective Date through June 30, 2023.
- k. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. The Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this Agreement (e.g., 7/21/21, 7/21/22, & 7/21/23). SCAG shall not be obligated to pay the Sub-Recipient for any invoice received after such date.
- l. The Sub-Recipient will require that its Consultant pay any subconsultants for satisfactorily completed work no later than thirty (30) days of receipt of each payment from the Sub-Recipient. The thirty (30) calendar days period is applicable unless a longer period is agreed to in writing.

7. Accounting Records

- a. The Sub-Recipient and Consultant shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles ("GAAP") to support Invoices which segregate and accumulate the costs of work elements by line item and produce Progress Reports which clearly identify reimbursable costs and other expenditures by work elements.
- b. The Sub-Recipient and Consultant shall establish a separate ledger account for receipts and expenditures of Grant Funds and maintain expenditure details in accordance with the scope of work, project timeline, and budget.
- c. The Sub-Recipient and Consultant shall maintain documentation of its competitive bid process consistent with the Sub-Recipient's procurement procedures, and comply with the requirements set forth in Section 2.f, all applicable laws, rules, regulations and ordinances applicable to Sub-Recipient governing procurement, and all applicable provisions of California state law, and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- d. The Sub-Recipient agrees that SCAG or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this MOU.
- e. The Sub-Recipient and Consultant shall be responsible for maintaining accounting records as specified above.

8. Allowable Uses of Grant Funds

- a. SCAG shall not award or disburse funds unless it determines that the Grant Funds shall be expended in compliance with the terms and provisions of the Notice of Funding Opportunity (NOFA) for the REAP Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019), which includes associated forms and guidelines and this Agreement.

- b. Grant Funds shall only be used by the Sub-Recipient for project activities approved by SCAG that involve planning activities in accordance with the NOFA published by the Department.
- c. Grant Funds may not be used for administrative costs of persons employed by the Sub-Recipient for activities not directly related to eligible activities.
- d. The Sub-Recipient shall use no more than 5 percent (5%) of the total Grant Funds for administrative costs related to the Project, or a maximum of Fifty-One Thousand Five Hundred Twenty-Five Dollars (\$51,525), whichever is lower. For purposes of this MOU, administrative costs are defined as: preparing invoices and supporting documentation; preparing quarterly progress reports; and participating in project management meetings. Additional funds may be used from other sources solely contributed by the Sub-recipient to support the Sub-recipient's administration of the Project.
 - i. The Sub-Recipient must clearly indicate if funds will be used towards administrative costs on or before the Effective Date of this MOU.
 - ii. If the Sub-Recipient is seeking reimbursement for indirect costs, they must annually submit an Indirect Cost Allocation Plan ("ICAP") or an Indirect Cost Rate Proposal ("ICRP") to its cognizant agency for indirect costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. The cognizant agency for indirect costs means the federal agency responsible for reviewing, negotiating, and approving indirect cost allocation plans or indirect cost proposals. The Sub-Recipient must include their estimated indirect cost rate in the project application and provide a copy of the acceptance letter from their cognizant agency for the approved ICAP or ICRP for the current fiscal year. Indirect costs may be sought for reimbursement only if the Sub-Recipient has received ICAP/ICRP approval from its cognizant agency on or before the Effective Date of this MOU.
 - iii. All indirect costs may only be charged as administrative costs, and are subject to limit on administrative costs set in Section 8d.
 - iv. The Sub-Recipient must inform SCAG in writing if an ICAP/ICRP will be utilized and indirect costs charged to the administrative cost allowance on or before the Effective Date of this MOU.
- e. The Sub-Recipient shall be accountable to SCAG and the Department to ensure Consultants' performance. The agreements with the Consultants shall provide for compliance with all applicable requirements of this Agreement as determined by SCAG.
- f. SCAG will provide reimbursement only for approved and eligible costs incurred after September 3, 2020 as described in the conditions of the Subregional Partnership Program Guidelines.
- g. There must be a strong implementation component for the funded activity through REAP, including, where appropriate, agreement by the Sub-Recipient to submit the completed planning document to the applicable board, council, or other entity for adoption. The Sub-Recipient that does not formally request adoption of the funded activity may be subject to repayment of the Grant Funds.

- h. In the event that it is determined, at the sole discretion of SCAG, that the Sub-Recipient is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from SCAG to stop work, the Sub-Recipient shall cease all work under the Agreement. SCAG has the sole discretion to determine that the Sub-Recipient meets the terms and conditions after a stop work order, and to deliver a written notice to the Sub-Recipient to resume work under the Agreement.

9. Electronic Version of Work Products

- a. For purposes of this Agreement, “Work Products” shall mean any deliverables, including reports, data files, newsletters or any other written or electronic materials provided pursuant to the Scope of Work.
- b. The Sub-Recipient shall submit one (1) electronic copy of all completed deliverables associated with the Project to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and shall grant to the Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at the Sub-Recipient’s sole risk and without liability or legal exposure to SCAG.
- d. Subject to any provisions in the California Public Records Act or any requirements under law to the contrary, all deliverables and related materials related to the Project shall be held confidential by Consultant. Nothing furnished to the Sub-Recipient or SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. The Sub-Recipient shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the Sub-Recipient treats its confidential information, but in no case less than reasonable care.

10. MOU Changes

No alteration or deviation of the terms of this MOU shall be valid unless made in writing in the form of MOU Amendment and fully and properly executed by both parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the Request.

11. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Cindy Giraldo
Chief Financial Officer
Southern California Association of Governments
900 Wilshire Blvd., Suite 1700
Los Angeles, CA 90017
(213) 630-1413
giraldo@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to the Sub-Recipient.

To Sub-Recipient: Jackie Cornejo
Housing, Planning + Economic Analyst
Housing + Community Investment Department
1200 W. 7th Street | Los Angeles, CA 90017
(213) 928-9050
jackie.cornejo@lacity.org

12. Insurance

The Sub-Recipient and Consultant, at their own expense, shall procure and maintain policies of insurance of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage. Notwithstanding the foregoing, Sub-Recipient shall have the right, at its election but upon written notice to SCAG, to maintain all such insurance required under this Section 12 under a program of self-insurance or self-administered claims in lieu of purchasing such insurance; provided, however, that the scope and coverage limits are not less than those required below in subdivisions (a) and (b) below and provided, further, that the provisions in subdivision (c) apply to any self-insurance program. Any notice by Sub-Recipient shall detail consistency of its self-insurance program with the requirements of this Section 12. The minimum required insurance coverage required by SCAG is set forth below unless otherwise waived by SCAG, in its sole discretion.

- a. Minimum Scope of Insurance – Coverage shall be at least as broad as:
- 1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
 - 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.
 - 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

- 4) Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession.
- b. Minimum Limits of Insurance – The Sub-Recipient, Consultant, and SCAG shall maintain limits no less than:
- 1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by the Sub-Recipient and Consultant with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.
 - 3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
 - 4) Professional Liability Insurance: With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this MOU.
- c. Other Insurance Provisions – Both Sub-Recipient and SCAG should comply with the other insurance provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 1) SCAG, its officials and employees are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of the Sub-Recipient or Consultant, products and completed operations of the Sub-Recipient or Consultant; premises owned, occupied or used by the Sub-Recipient; or automobiles owned leased, hired or borrowed by the Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.
 - 2) For any claims related to this Project, the Sub-Recipient's and Consultant's insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of the Sub-Recipient's and Consultant's insurance and shall not contribute with it.
 - 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.
 - 4) The Sub-Recipient's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 5) Workers' Compensation and Employer's Liability policies shall contain the inclusion of SCAG, its members, subsidiaries, officials and employees and shall provide a waiver of subrogation.
- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- e. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- f. Verification of Coverage – The Sub-Recipient and Consultant shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, the Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

13. Indemnification

- a. Except for the negligence or willful misconduct of SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest, the Sub-Recipient undertakes and agrees to defend, indemnify, and hold harmless SCAG and any of its directors, 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 SCAG's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the acts, errors or omissions or violations of law by the Sub-Recipient, employees and agents in connection with its activities in pursuing the Project or under this MOU. The Sub-Recipient further agrees to require its Consultant to provide indemnification for SCAG to the same extent as the Sub-Recipient, in the contract(s) between the Sub-Recipient and its Consultant for work related to this Agreement.

14. Records Retention and Audits

- a. The Sub-Recipient shall maintain all source documents, books and records connected with the Project and procurement of the Consultant and all work performed under this MOU for a minimum of three (3) years after the end of term of this MOU. Records relating to any and all audits or litigation relevant to this MOU shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG Overall Work Program ("OWP"), whichever is later, and shall make all supporting information available upon request for inspection and audit by representatives of SCAG, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by SCAG upon request at no cost to SCAG.
- b. SCAG shall maintain all source documents, books and records connected with the Project under this MOU for a minimum of three (3) years after the end of term of this MOU. Records relating to any and all audits or litigation relevant to this MOU shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual

SCAG OWP, and shall make all supporting information available upon request for inspection and audit by representatives of the Sub-Recipient, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by the Sub-Recipient upon request at no cost to the Sub-Recipient.

- c. At any time during the term of this Agreement, SCAG and the Department may perform a financial audit of any and all phases of the award. At SCAG and the Department's request, the Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant. SCAG and the Department has the right to review project documents and conduct audits during project implementation and over the project life.
- d. The Sub-Recipient agrees that SCAG and the Department shall have the right to review, obtain, and copy all records and supporting documentation to the performance of this Agreement. The Sub-Recipient agrees to provide any relevant information requested.
- e. The Sub-Recipient agrees to permit SCAG and the Department access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, program guidelines, and this Agreement.
- f. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Sub-Recipient and the Consultant until completion of the action and resolution of all issues which arise from it. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.
- g. If applicable, the Sub-Recipient agrees to include all costs associated with this MOU and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Sub-Recipient in compliance with Subpart F of the Office of Management and Budget's Uniform Grant Guidance, formerly referred to as Circular A-133. The Sub-Recipient is responsible for assuring that the Single Auditor has reviewed the requirements of this MOU. Copies of said audits shall be submitted to SCAG.
- h. Neither the pendency of a dispute nor its consideration by a Party or the State shall excuse the other Party from full and timely performance in accordance with the terms of this MOU.

15. General Terms and Conditions

- a. The Sub-Recipient and Consultant shall adhere to the requirements contained in the State of California General Terms and Conditions (GTC 04/2017) now incorporated by reference. Such requirements shall apply to the Sub-Recipient and the Consultant to the same extent as SCAG and may include, but are not limited to:
 - 1) Recycling Certification
 - 2) Non-Discrimination Clause
 - 3) Anti-Trust Claims

- 4) Child Support Compliance Act
- 5) Priority Hiring Considerations
- 6) Small Business Participation and DVBE Participation

16. Equal Employment Opportunity/Nondiscrimination

- a. In the performance of work undertaken pursuant to this MOU, the Parties and their assignees and successors in interest, shall affirmatively require that their employees and contractors shall not unlawfully discriminate, harass or allow harassment, against any person, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- b. The Parties shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- c. The Parties shall permit access by representatives of SCAG, the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department shall require to ascertain compliance with this clause. The Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Parties shall include the nondiscrimination and compliance provisions of this clause in all sub-agreements to perform work under this MOU.
- d. The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this MOU by reference and made a part hereof as if set forth in full.
- e. In the event of noncompliance by either Party with the nondiscrimination provisions of this MOU, the other Party may cancel, terminate or suspend the MOU, in whole or in part.
- f. If required by Department, additional or alternate sanctions for noncompliance may be imposed.

17. Conflict of Interest

The Parties shall comply with federal and state conflict of interest laws, regulations and policies as well as all applicable federal and state laws, regulations and policies in connection with its activities pursuant to this Agreement.

18. Independent Contractor

The Sub-Recipient and its Consultant(s), officers, employees and agents shall be independent contractors in the performance of this MOU, and not officers, employees, contractors or agents of SCAG.

19. Disputes

- a. In the event of a dispute among the Parties concerning a question of fact arising under this Agreement that is not disposed of by agreement, which involves a decision by the Department's Housing Policy Development Manager (or the Manager's designee) who may consider any written or verbal evidence submitted by SCAG, the decisions of the Department shall be final and not subject to further appeal pursuant to Health and Safety Code Section 50515.04(g). SCAG shall include in such submittal to the Department any written or verbal evidence submitted to SCAG by the Parties, at the discretion of SCAG, as part of this process. Neither the pendency of a dispute nor its consideration by the Department will excuse the Parties from full and timely performance in accordance with the terms of this agreement.
- b. For other disputes and except as otherwise provided in this MOU, if a dispute arises between the Parties to this MOU, the Parties hereto agree to use the following procedure to resolve such dispute, prior to pursuing other legal remedies:
- c. A meeting shall be held promptly between the Parties that will be attended by the Sub-Recipient's Project Manager and SCAG's Project Manager as well as individuals with decision-making authority (to the extent reasonably possible), who will attempt in good faith to negotiate a resolution of the dispute.
- d. If the Parties are unsuccessful in resolving the dispute under (c) above, they may:
 - 1) agree to submit the matter to mediation, binding judicial reference, or a private adjudicator (if all Parties so agree); or
 - 2) initiate litigation following advance written notice to the other Party of not less than thirty (30) days.
- e. If any Party should bring a legal action against the other to enforce the terms of this MOU, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, as determined by a court of competent jurisdiction in said proceeding.

20. Noncompliance

In addition to such other remedies as provided by law, in the event of nonperformance or noncompliance with any grant condition or specific requirement of this MOU, this MOU may be terminated pursuant to Section 21.

21. Termination of MOU

- a. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the MOU shall be provided to SCAG and the Sub-Recipient shall be paid for all services performed by Consultant and accepted by the Sub-Recipient through the effective date of termination, provided the required consultation between the Sub-Recipient and SCAG has been undertaken in accordance with Section 2(f) of this MOU. Any Party terminating this MOU before the effective date of termination shall be responsible for any actual, incurred termination costs incurred by the Consultant as a result of such termination notice.
- b. Termination for Cause (Sub-Recipient Default). If through any cause, the Sub-Recipient shall fail to timely and adequately fulfill its obligations under this MOU, or if the Sub-Recipient violates any of the covenants, agreements, or stipulations of this MOU, SCAG shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the Sub-Recipient of the intent to terminate and specifying the effective date thereof. SCAG shall provide a reasonable opportunity for the Sub-Recipient to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to SCAG at its option.
- c. Termination for Cause (SCAG Default). If through any cause, SCAG shall fail to timely and adequately fulfill its obligations under this MOU, or if SCAG violates any of the covenants, agreements, or stipulations of this MOU, the Sub-Recipient shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to SCAG of the intent to terminate and specifying the effective date thereof. The Sub-Recipient shall provide a reasonable opportunity for SCAG to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that the Sub-Recipient invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to the Sub-Recipient at its option.

22. Non-Assignment

- a. Neither Party shall assign this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable.
- b. The covenants and agreement of this MOU shall inure to the benefit of, and shall be binding upon each of the Parties and their respective successors and assignees.

23. Release of Information

The Sub-Recipient shall not release any information to a third party or otherwise publish or utilize any information obtained or produced by it as a result of or in connection with the performance of services under this Agreement without the prior written authorization of SCAG, except as required by law (including, without limitation, pursuant to the California Public Records Act) and with prior written notice to SCAG.

24. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and the Sub-Recipient. This Agreement shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

25. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

26. Survival

The following sections survive expiration or termination of this MOU:

Section 9 (Electronic Version of Work Products)
Section 13 (Indemnification)
Section 19 (Disputes)
Section 23 (Release of Information)

27. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

28. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

29. Standard of Care

The Parties and Consultant shall perform the work required for the production of the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

30. Force Majeure

Neither the Sub-Recipient, SCAG nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Sub-Recipient, SCAG or Consultant, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

31. Execution of MOU or Amendment

This MOU, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any Amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this Agreement or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this Agreement or any Amendment.

32. Effective Date

This MOU shall be effective as of the last date in which the document is executed by both Parties.

33. Entire MOU

This MOU, including the attached Exhibits A, B and C, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties.

34. Authority

The Sub-recipient warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake administration of the proposed Project, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the Sub-recipient's governing body, authorizing receipt of SCAG Grant Funds, and directing and designating the authorized representative(s) of the Sub-recipient to act in connection with the Project specified and to provide such additional information as may be required by SCAG.

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
NO. M-010-21**

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By: _____
Cindy Giraldo
Chief Financial Officer
Date _____

APPROVED AS TO FORM:

By: _____
Michael R.W. Houston
Chief Counsel
Date _____

xxx (“xxx”)

By: _____
Name
Title
Date _____

APPROVED AS TO FORM:

By: _____
Name
Title
Date _____

Exhibit A

Scope of Work Approval Form



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form - Project Summary

Subregional Partner: _____

- ☐ Original Scope of Work Approval ☐ Add or Remove Project Manager
- ☐ Revision Requested to Projects (Please check all that apply)
- ☐ Revise/Delete a Previously Approved Project or Task ☐ Change Funding Allocation Between Projects
☐ Add a New Project ☐ Project/Task Date Change ☐ Change in Deliverable
☐ RHNA Adjusted Allocation Initiated by SCAG
- ☐ Other (Please describe)

SCAG Approval Date: _____

Revision Request Date: _____

Approved Summary of Projects and Activities (application approved on XX,XX,XXX)

	Project/Activity Name	Phase 1 funding	Phase 2 funding	Total Project Funding
1				
2				
3				
4				
5				
6				
7				
	Phase Total			
	Total Approved Funding Amount			

Please check the box below if you are intending to use funding for administrative costs. If you do not elect to utilize the 5% admin allowance, the award amount will not be affected, but all funds must be used for program activities. This decision can not be changed later, so please choose carefully.

- ☐ A portion of the requested funding amount above will be applied as "administrative costs", which can be up to 5% of the total project funding.

If you checked the box above, please indicate if you plan to utilize:

- ☐ The entire 5% allowable under the grant terms.
☐ A different percentage: Click or tap here to enter text.
☐ A specific dollar amount: Click or tap here to enter text.



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form - Project Summary

Approved Summary of Projects and Activities (Revision) *If a revision is requested, please also update the appropriate individual project outline(s) on the following pages. If a new project is being requested, please fill out a new project outline using the template on the last three pages of this form.*

	Project/Activity Name and requested change	Total Amount
1		
2		
3		
4		
5		
6		
7		
	Total Approved Funding Amount	

Approval Requested By:
SUBRECIPIENT PROJECT MANAGER
Name and Title

Approved By:
SCAG PROJECT MANAGER
Ma'Ayn Johnson, Housing Programs Manager

Signature Date

Signature Date

Note to Subrecipient(s):

If the approved Scope of Work includes the adoption or amendment of ordinances or any other support activities, those activities, e.g., ADU ordinances, must support the creation of additional housing and be in compliance with applicable current State and Federal laws and statutes. If the project is found to be non-compliant with any current laws or statutes, reimbursement will be denied, and any funds previously disbursed may be subject to repayment by the Subrecipient. If the Subrecipient is unclear as to the legality of their proposed ordinance or amendment, the SCAG Project Manager can offer technical assistance. The California Department of Housing and Community Development has a website for current ADU law and resources for agencies at <https://www.hcd.ca.gov/policy-research/accessorydwellingunits.shtml>.



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form - Project Metrics

Project Metrics

Each REAP project requires a metric to qualitatively measure the outcome of the project. Project metrics selected on this form will be included in the REAP SRP quarterly progress reporting form for your subregion. *Please select all metrics that will apply to your approved projects:*

1. Accessory dwelling unit projects
 - ☐ Number of ordinances updated or adopted resulting from the project
 - ☐ Range of weeks (or other ~~time period~~) saved to approve permits from streamlined process (compared to baseline/current conditions)
 - ☐ Units permitted under project implementation/affordable units permitted under project implementation
 - ☐ Number of pre-approved plans designed and approved
 - ☐ Other: (please specify)
2. Outreach/public engagement projects
 - ☐ Number of events/meetings
 - ☐ Number of participants
 - ☐ Number of elected official/decisionmaker participants
 - ☐ Number of website hits
 - ☐ Number of video hits
 - ☐ Number of tool users or downloads
 - ☐ Other: (please specify)
3. GIS-related projects
 - ☐ Increase in total residential capacity and/or affordable residential capacity (compared to baseline/current capacity)
 - ☐ Other: (please specify)
4. AFFH-related projects
 - ☐ Number of adopted/implemented programs that increase access to fair housing
 - ☐ Other: (please specify)
5. Housing trust fund projects
 - ☐ Number of loan documents generated
 - ☐ Number of additional identified funding sources and amounts
 - ☐ Grants applied for and awarded if successful
 - ☐ Other: (please specify)
6. Plans and/or policies for implementation that are not related to ADUs (e.g., zoning ordinance updates, streamlined permitting processes, adoption of zoning strategies, etc)
 - ☐ Additional unit capacity resulting from drafting or adopting plan (compared to baseline/current conditions)
 - ☐ Range of weeks (or other ~~time period~~) saved to approve permits from streamlined process (compared to baseline/current conditions)
 - ☐ Other: (please specify)



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form - Project Metrics

Use the space below to indicate any metrics not listed above that will be used to measure progress on your project(s), and indicate the project number(s) measured by the metric(s).

Other projects (please specify metrics)

Click or tap here to enter text.



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form - Project Detail

SCAG will provide enough copies of the following two pages for each approved project.

1	Project Name
<input type="checkbox"/> Metrics for this project have been selected in the "Project Metrics" portion of this form. <i>Please consult with the SCAG Project Manager if you need assistance in determining appropriate metrics for this project.</i>	
Brief Description of Project: <i>As provided in initial approved application</i>	
Alignment with SCAG Connect SoCal regional priorities: <i>As provided in initial approved application</i>	



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form – Housing Element Progress

Housing element progress

Subregional partners must demonstrate jurisdictional progress toward housing element preparation before projects and activities that are not directly related to housing element preparation can be funded. In the section below, please list the jurisdictions your subregional area covers, planned SB 2 and LEAP activities (if any), and housing element progress. If a LEAP grant has not yet been awarded, please also indicate in the table. The rubric below can be used to indicate housing element progress: Use additional space or add additional lines, if needed.

- A. The jurisdiction has either consultant or dedicated staff resources for their housing element updates, with all updates underway; no additional REAP support is proposed.
- B. The jurisdiction has either consultant or dedicated staff resources for their housing element updates. A REAP support project for housing element updates is proposed by our subregion.
- C. The jurisdiction has neither consultant nor dedicated staff resources for their housing element updates. A REAP support project for housing element updates by our subregion is NOT proposed. This jurisdiction will need technical assistance resources for their housing element update.
- D. Our subregion is unaware of the status of housing element updates for this jurisdiction

Jurisdiction	SB 2 or LEAP (Local Early Action Program) Tasks re: Housing Element	Housing element progress (A, B, C, or D.)



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form

1		Project Name						
Task and sub-tasks		Staff/Consultant/Both	Estimated cost	Phase 1 or 2	Begin date	End date	Deliverable	
<i>As provided in initial approved application</i>								
Total projected cost								



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form

Please provide more information about the new requested project. Use additional pages if needed, and copy the template if more than one new project is being requested.

New Project Name:	
Estimated cost	
Expected start date	
Expected end date	
Does this project require the procurement of at least one consultant?	<input type="checkbox"/> no <input type="checkbox"/> yes ___ total number of consultant firms expected for projects
Agency expected to procure consultant	<input type="checkbox"/> subregional partner <input type="checkbox"/> SCAG <input type="checkbox"/> Other, please specify:
Agency expected to administer or implement project or activity*	<input type="checkbox"/> subregional partner <input type="checkbox"/> SCAG <input type="checkbox"/> Other, please specify:
Which agency will be directly paying consultant invoices?	<input type="checkbox"/> subregional partner (SCAG will reimburse the subregional partner) <input type="checkbox"/> SCAG
Does this project require adoption or approval by a local decision-making body for implementation?	<input type="checkbox"/> no <input type="checkbox"/> yes If yes, please specify the expected adoption/approval date:

**The implementing agency cannot have any unresolved audit findings from prior government contracts and cannot be party to pending land use, housing, or environmental litigation which could impact the proposed activities.*



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form

Please provide more details about the project or activity, including:

- Brief description of project key deliverables and tasks, proposed performance indicators
- Nexus to housing production and why the task necessary for the adoption or implementation of the listed eligible activities for any tasks that are considered indirect to housing production (e.g., EIRs or General Plan amendments)
- Expected outcome of project or activity (i.e., plans for adoption or implementation)
- Related tasks that will be funded from other funding sources besides REAP (e.g., LEAP, SB 2) and the amount
- You may add additional space, as needed

Alignment with SCAG Connect SoCal regional priorities (refer to Program Guidelines and attachment)

Please describe below how the project or activity aligns and advances Connect SoCal and Housing Program regional priorities and framework. You may add additional space, as needed.


New Project Name:						
Project/Activity Tasks						
Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Phase 1 or 2	Begin date	End date	Deliverable
Total projected cost						

Exhibit B

Invoice Report Format

Use Agency Letterhead								
<div style="font-size: 48pt; color: red; font-weight: bold; margin: 0;">SAMPLE</div>				<div style="font-weight: bold; margin: 0;">INVOICE</div>				
Email invoice to: accounts payable@scag.ca.gov Cindy Giraldo Chief Financial Officer Southern California Association of Governments 900 Whire Blvd., Ste 1700 Los Angeles, CA 90017				<div style="background-color: yellow; padding: 5px;"> Date: _____ Invoice #: _____ Invoice Period: _____ MOU #: _____ OWP #: _____ Project Title: _____ </div>				
Cost Categories	Hourly Rate	Hours	Budget	Current Invoice	Previously Invoiced	YTD Expenditure	Balance	
<u>Tasks (labor only)</u>								
Task 1				\$0.00	\$0.00	\$0.00	\$0.00	
Task 2				\$0.00	\$0.00	\$0.00	\$0.00	
Task 3				\$0.00	\$0.00	\$0.00	\$0.00	
Task 4				\$0.00	\$0.00	\$0.00	\$0.00	
Task 5				\$0.00	\$0.00	\$0.00	\$0.00	
Task 6				\$0.00	\$0.00	\$0.00	\$0.00	
Task 7				\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - Tasks		-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<u>Overhead & Fringe (if applicable)</u>								
Overhead	0.00%			\$0.00	\$0.00	\$0.00	\$0.00	
Fringe	0.00%			\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - Overhead & Fringe:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<u>Fixed Fee (if applicable)</u>								
Fixed Fee	0.00%			\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - Fixed Fee:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<u>Other Direct Costs (ODCs)</u>								
Travel				\$0.00	\$0.00	\$0.00	\$0.00	
Printing - Directly Chargeable only				\$0.00	\$0.00	\$0.00	\$0.00	
Other				\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - ODCs:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<u>Consultant/Subconsultant</u>								
Consultant 1				\$0.00	\$0.00	\$0.00	\$0.00	
Consultant 2				\$0.00	\$0.00	\$0.00	\$0.00	
Consultant 3				\$0.00	\$0.00	\$0.00	\$0.00	
Consultant 4				\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - Consultant/Subconsultant:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
GRAND TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Please send check to: <div style="background-color: yellow; padding: 5px;"> CITY OF TBD Address City/State/ZIP </div>								
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.								
_____ Signature of an Authorized Official				_____ Title				
_____ Full Name of An Official who is authorized to legally bind the Organization				_____ Date				

Exhibit C Report Template



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Sub-Recipient Reporting Form

Subrecipient: _____

Reporting Period Please check the appropriate reporting period.

☐ Quarterly Report ☐ Annual Report ☐ Final Report **Date Submitted:** _____
☐ Jan-Mar ☐ Apr-Jun ☐ Jul-Sep ☐ Oct-Dec ☐ 2021 ☐ 2022 ☐ 2023

Current Approved Summary of Projects and Activities Per Scope of Work Dated XX-XX-XXXX

Project/Activity Name	Total Project Funding	Expenditures This Period	Expenditures to Date	Balance to be Spent by 6/30/23	Uses LEAP or SB2 Funding
1					None
2					Choose an item.
3					Choose an item.
4					Choose an item.
5					Choose an item.
6					Choose an item.
7 Administrative Fee					None
Total Approved Funding Amount					

Report Submitted By:
 SUBRECIPIENT PROJECT MANAGER
 Name and Title

Signature _____ Date _____

Report Reviewed and Accepted By:
 SCAG PROJECT MANAGER
 Ma'Ayn Johnson, Housing Program Manager

Signature _____ Date _____

Report Received by SCAG Date: _____




Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Sub-Recipient Reporting Form

Project/Activity Task Tracker Required for Quarterly and Annual Reports

Please write a brief description of progress for each task/subtask. Narrative reporting on overall project will be reported in the Project Progress Narrative section of this form. Indicate if the task is complete, and the date the deliverable was completed. Please attach any and all deliverables to this report.

Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Begin date	End date	Deliverable	Deliverable Completion Date
1.						Click or tap to enter a date.
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached <i>Description of progress:</i>						
2.						Click or tap to enter a date.
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached <i>Description of progress:</i>						
3.						Click or tap to enter a date.
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached <i>Description of progress:</i>						
4.						Click or tap to enter a date.
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached <i>Description of progress:</i>						
5.						Click or tap to enter a date.



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Sub-Recipient Reporting Form

Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Begin date	End date	Deliverable	Deliverable Completion Date
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached <i>Description of progress:</i>						
6.						Click or tap to enter a date.
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached <i>Description of progress:</i>						
7.						Click or tap to enter a date.
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached <i>Description of progress:</i>						
8.						Click or tap to enter a date.
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached <i>Description of progress:</i>						
9.						Click or tap to enter a date.
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached <i>Description of progress:</i>						
10. Administrative	Staff					
Total projected cost						



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Sub-Recipient Reporting Form

Project Metrics Required for Quarterly and Annual Reports

Below are the metrics for this project as approved in consultation with SCAG Project Manager. Please provide the data for the applicable reporting period. Add as many lines as necessary, and you may include other metrics that are also applicable, as appropriate.

Metric	Baseline	As of 3/31/21	As of 6/30/21	As of 9/30/21	As of 12/31/21	As of 3/31/22	As of 6/30/22	As of 9/30/22	As of 12/31/22	As of 3/31/23	As of 6/30/23	Change
Other Quantitative Metrics: (optional)												
Other Qualitative Metrics: (optional)												



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
 Sub-Recipient Reporting Form

Project Progress Narrative Required for Quarterly and Annual Reports

Project: _____

Please describe in narrative format the progress for this project during the reporting period. Include any actions taken to further project tasks and indicate if the project is proceeding according to the timeline in the Scope of Work Approval Form. List any challenges to progress that occurred during the reporting period and plans to address those challenges. If project was completed during this reporting period, please indicate the date completed, and include any outstanding deliverables with your report.

<input type="checkbox"/> Project Complete Date Completed: Click or tap to enter a date.
Briefly describe the status of the project as of the end of the reporting period:
List actions taken to further project tasks:
Identify any delays to project schedule and plans to address the delays. (If none, please indicate N/A):
List any other challenges to progress during this reporting period. (If none, please indicate N/A):
Identify any needs for additional technical assistance from SCAG. (If none, please indicate N/A):



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Subrecipient Reporting Form

Housing Element Progress Required by April 10, 2021 and thereafter on Annual Reports Only

In the section below, please list the jurisdictions your subregional area covers and housing element progress. The rubric below can be used to indicate housing element progress: Use additional space or add additional lines, if needed.

- A. Work on housing element update has not been initiated
- B. Draft housing element update is underway/proceeding, but not yet submitted to HCD
- C. Draft housing element update has been submitted to HCD; HCD review is pending or has been received/
- D. Revised Draft housing element update pursuant to initial HCD review is proceeding
- E. Revised Draft housing element update has been submitted to HCD, HCD review is pending or has been received
- F. Housing element update has been Adopted and submitted to HCD, certification pending
- G. Adopted housing element being revised pursuant to HCD review noncompliance findings
- H. Housing element update has been adopted, submitted to HCD, found in compliance with State law, and is being implemented

Jurisdiction	Housing element progress as reported in application	Housing element progress (A-F) April 2021	Housing element progress (A-F) February 2022	Housing element progress (A-F) February 2023	Housing element progress (A-F) June 2023
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.

Project Area	Status	Start Date	End Date	Deliverable	Staff Cost	Consultant	Total
Housing Element Update and Implementation							
Affirmative Furthering Fair Housing (AFFH) Analysis for Housing Element Update	Not initiated	January 2021	December 2021	Update existing AFH data to comply with new Housing Element AFFH requirements, conduct AFH analysis of site inventory (Student Professional Workers)	\$100,000	\$0	\$100,000
Complete study to inform the establishment of an Equitable Development/Displacement Prevention Program	Not initiated	October 2021	June 2023	Contracted services to study investment trends, the preservation of naturally occurring affordable housing. Results of the analysis will be used to guide HCIDLA's investment and outreach strategy and integrated into a citywide displacement prevention policy or set of policies to be considered by the City Council / Mayor.	\$70,000	\$190,000	\$260,000
Competitive Affordable Housing Sites Analysis	Not initiated	October 2021	June 2022	Contracted services for the development of a report and accompanying interactive map of parcels based on an affordable housing amenity scoring system (LIHTC, AHSC). The map will be used to guide rezoning efforts, acquisition efforts, and public land redevelopment.		\$50,000	\$50,000
Assessment of Fair Housing (AFH)							
Completion of Assessment of Fair Housing (AFH)	Not initiated	June 2021	October 2022	Compliant AFH submitted to HUD and adopted by City Council / Mayor	\$140,000	\$150,000	\$290,000
Public Outreach Campaign for Assessment of Fair Housing (AFH)	Not initiated	January 2022	September 2022	Presentation and final report summarizing findings and public comments from public outreach campaign. Activities can include translation services, advertising in multiple language, costs of in-person meetings (child care, interpretation).		\$100,000	\$100,000
Fostering Inclusive Public Engagement							
Housing Element Outreach	Not initiated	January 2021	October 2021	Conduct virtual meetings with residents leading up to the adoption of the Housing Element Update.	\$43,500	\$0	\$43,500
Small Grants to Community-Based Organizations for AFFH-related housing element implementation (HCIDLA) - Extension of Sole Source Contract	Not initiated	May 2021	June 2023	Conduct meetings to successfully engage hard-to-reach, vulnerable populations for long-range housing planning and preservation (NOTE: Added to Sole Source Contract Services in LEAP grant)		\$200,000	\$200,000
TOTAL					\$353,500	\$690,000	\$1,043,500



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



Eric Garcetti, Mayor
Ann Sewill, General Manager

Request for Proposals (RFP)

Regional Early Action Planning (REAP) Grant Program Contracted Services

Release Date	TBD
RFP Submission Deadline	TBD Proposals shall be accepted no later than 5:00 p.m. PDT via electronic submission only.
Submission Address	Email to: hcidla.contractsprocurement@lacity.org
Mandatory Proposers' Conference (Proposers must participate via webinar <u>only</u> , see page 8)	TBD (2:00 p.m. – 4:00 p.m.) Please register by TBD at: https://attendee.gotowebinar.com/register/6194239898320816395
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
Regional Early Action Planning (REAP) Grant Program
Contracted Services**

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ATTACHMENTS:

ATTACHMENT 1

Proposal Checklist – Table of Contents

ATTACHMENT 2

Living Wage Ordinance and Service Contractor Worker Retention Ordinance

ATTACHMENT 3

LWO Statutory Exemptions

ATTACHMENT 4

Proposer Workforce Information/Non-Collusion Affidavit

ATTACHMENT 5

Business Services Implementation Plan Collaborator Agreements

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

ATTACHMENT 7

Iran Contracting Act of 2010 Compliance Affidavit

ATTACHMENT 8

Corporate Documents

ATTACHMENT 9

Child Support Obligations

ATTACHMENT 10

CEC Form 55 Instructions

I. BACKGROUND

A. ADMINISTRATIVE ENTITY

The Los Angeles Housing and Community Investment Department (HCIDLA or Department) 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), HCIDLA will serve as the administrative entity for this request for proposals (RFP). 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. XX-XXXX).

B. OVERVIEW

HCIDLA seeks contracted services for the completion of a Displacement Risk Analysis Report and Interactive Mapping Tool to align its goals of accelerating housing production, increasing housing stability for low income residents and renters, and equitably increasing access to opportunity under federal and state fair housing laws.

As part of its implementation of the 2021-29 Housing Element, HCIDLA seeks to identify areas and parcels at greatest risk of displacement, especially where there has been changes in ownership patterns, frequency of tenant complaints, higher percentages of naturally occurring affordable housing (NOAH), lower homeownership rates and an increase in investments from large scale developers to outline recommendations for preventing displacement in vulnerable communities throughout the City of Los Angeles.

In addition, HCIDLA seeks contracted services to develop a report and interactive mapping tool to analyze sites optimal for affordable housing development as part of the Department's implementation of the 2021-29 Housing Element. Deliverables include the development of a public, interactive map and analysis of parcels most apt for affordable housing development financing and a report that integrates analysis with rezoning efforts to eliminate zoning barriers for competitive parcels (led by the Department of City Planning), as well as with HCIDLA's investment and public land development strategies.

II. RFP SPECIFICATIONS

A. SERVICES SOLICITED

This RFP seeks to solicit qualified organizations/contractors for two distinct services as part of HCIDLA's implementation of the 2021-29 Housing Element: 1) Displacement Risk Analysis and Interactive Mapping Tool, and 2) Report and Interactive Mapping Tool to Analyze Sites for Affordable Housing Development.

B. SCOPE OF WORK

1. DISPLACEMENT RISK ANALYSIS AND INTERACTIVE MAPPING TOOL

The objective of this contract is to develop a report and interactive map that can identify and predict existing and future direct and indirect displacement risk as part of the Department's efforts to implement goals, policies and objectives of the 2021-29 Housing Element.

Task 1: Establish Project Management Systems

- Host project kick-off meeting that sets goals, expectations and deliverables for project
- Develop work plan based on scope of work that includes a work product schedule and assignments/roles for consultant and their staff (as needed)
- Review invoicing process per grant guidelines based on work plan

Anticipated deliverables:

- Hold monthly meetings with HCIDLA team
- Prepare monthly invoices
- Prepare monthly progress reports for HCIDLA team

Task 2: Develop a methodology for identifying and predicting displacement risk

- Review and analyze existing displacement tracking and predictive methodologies, particularly efforts undertaken by HCIDLA.
- Identify a geographic scale of analysis for HCIDLA approval.
- Identify key indicators of direct and indirect displacement for HCIDLA approval.
- Identify statistical methods for creating composite indices for HCIDLA approval.
- Identify statistical methods for creating predictive algorithms to identify displacement risk for HCIDLA approval.

Anticipated deliverables:

- The development of a specific approach and methodology for tracking and predicting displacement risk that builds on previous research efforts and is approved by HCIDLA staff.

- An analysis and recommendations of how the methodology and approach can be sustained, maintained, and updated by HCIDLA.

Task 3: Conduct an evaluation of displacement risk

- Using the approved methodology, conduct an initial analysis or series of analysis to identify and predict direct and indirect displacement risk.
- Present the initial findings to HCIDLA staff.
- Include any recommendations for methodological changes.

Anticipated deliverables:

- A presentation to HCIDLA staff outlining the initial results of the methodology and any proposed methodological changes.
- Draft maps for review.

Task 4: Develop an interactive displacement mapping tool

- Based on the approved methodology, develop an interactive mapping tool that has the ability to display geographic and tabular data.
- The tool should be structured to allow HCIDLA to easily update the platform with new data on a long-term basis with easy to update data both publicly available and proprietary as determined by HCIDLA.
- The tool should be structured to allow for public, as well as password protected access as determined by HCIDLA.

Anticipated deliverables:

- A draft tool presented to HCIDLA and relevant stakeholders as determined by HCIDLA.
- A public tool that can be shared with the public as determined by HCIDLA.
- An internal facing tool for HCIDLA access only, as well as for other City departments as determined by HCIDLA.
- A complete set of data and scripts used to build the tool provided to HCIDLA.

Task 5: Final report

- Based on the results of the analysis and tool, complete a final report outlining the findings and the implications of the findings.
- Provide policy and program recommendations which address the findings both Citywide and at a neighborhood or parcel level scale.

Anticipated deliverables:

- Draft report for HCIDLA review.
- Presentation to HCIDLA Executive Management, stakeholders, City Council and Mayor, as necessary.
- Complete report for publication and release by HCIDLA (including a yet to-be-determined printed, copied, PDF, and master final report).

2. REPORT AND INTERACTIVE MAPPING TOOL TO ANALYZE SITES FOR AFFORDABLE HOUSING DEVELOPMENT

The objective of this contract is to develop a report and interactive mapping tool to analyze sites in the City and identify sites that may be optimal for affordable housing funding citywide as part of HCIDLA's efforts to implement goals, policies and objectives of the 2021-29 Housing Element.

Task 1: Establish Project Management Systems

- Host project kick-off meeting that sets goals, expectations and deliverables for project
- Develop work plan based on scope of work that includes a work product schedule and assignments/roles for consultant and their staff (as needed)
- Review invoicing process per grant guidelines based on work plan

Anticipated deliverables:

- Hold monthly meetings with HCIDLA team
- Prepare monthly invoices
- Prepare monthly progress reports for HCIDLA team

Task 2: Develop a methodology to identify affordable housing sites Citywide

- Review the proximity to amenity requirements required under various affordable housing funding programs (including, but not limited to, the Low Income Housing Tax Credit and Affordable Housing and Sustainable Communities programs).
- Review geographic requirements of affordable housing incentive programs (including, but not limited to, the Transit Oriented Communities program).
- Review high resource maps developed by the California Department of Housing and Community Development (HCD) and the California Tax Credit Allocation Committee (TCAC) intended for the investment of private capital into the development of affordable rental housing for low-income Californians.
- Review federal Qualified Census Tracts (QCTs) and Difficult Development Areas.
- Review federal Opportunity Zone designations.
- Review sites selected through the Housing Element.
- Review Public Land Sites suitable for affordable housing.
- Review requirements for affordable housing streamlining under Senate Bill 35.
- Review and assess zoning and permitted land uses (density).
- Based on the geographic requirements and incentives established under various funding and land use programs, develop a draft methodology for identifying the sites that are most competitive and/or optimal for funding and land use incentive programs.

Anticipated deliverable:

- Present a draft methodology and analytical approach to HCIDLA for approval.

Task 3: Conduct an initial analysis of sites for affordable housing

- Using the proposed methodology, conduct an analysis of competitive sites and share the initial analysis with HCIDLA.
- Present the initial findings to HCIDLA staff.
- Include any recommendations for methodological changes.

Anticipated deliverables:

- Draft maps and lists of potential affordable housing sites.
- Recommended changes to the approved methodology (if applicable).

Task 4: Develop an Interactive Mapping Tool

- Based on the approved methodology, develop an interactive mapping tool that has the ability to display geographic and tabular data.
- Incorporate additional layers such as zoning conditions, publicly-owned land, displacement indices, existing housing, and HCD/TCAC resource area categories.
- The tool should be structured to allow HCIDLA to easily update the platform with new data.
- The tool should be structured to allow for public or/and password access as determined by HCIDLA.

Anticipated deliverables:

- A draft tool presented to HCIDLA and relevant stakeholders as determined by HCIDLA.
- An internal facing tool for HCIDLA access only as determined by HCIDLA.
- A public tool that can be shared with the public as determined by HCIDLA.
- A complete set of data and scripts used to build the tool provided to HCIDLA.

Task 5: Final report with Lists of Sites and Comparative Analysis

- Based on the results of the analysis and tool, complete a final report describing and detailing sites for affordable housing funding and land use programs.
- Compare the results of the analysis with existing zoning.
- Compare the results of the analysis with the HCD/TCAC Resource Maps.
- Compare the results of the analysis with the inventory of publically available land.
- Compare the results of the analysis with HCIDLA displacement indicators and existing housing stock.
- Provide policy and program recommendations that address the findings of the site selection and comparative analysis.

Anticipated deliverables:

- Draft report for HCIDLA review.
- Complete report for publication and release by HCIDLA (including a yet to-be-determined printed, copied, PDF, and master final report).

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 experience within the past five years in direct and/or related experience in the delivery of similar services for which they are requesting consideration through this RFP;
6. 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 Regional Early Action Planning (REAP) Subregional Partnership Program Grant, a one-time grant for regional governments by the California Department of Housing and Community Development (HCD) and administered locally by the Southern California Association of Governments, beginning December 2020 until June 2023. Approximately up to \$190,000 is available for the REAP contracted services for the completion of the Displacement Risk Analysis and Interactive Mapping Tool, and up to \$50,000 for the Competitive Affordable Housing Sites Analysis, subject to the approval by the Los Angeles City Council and the Mayor.

E. CONTRACT TERM

The initial contracts shall commence on or about December 12, 2021 through June 30, 2023, 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. Project deliverables must be completed by June 30, 2023, however, there may be opportunities for additional tasks

contingent on additional funding availability. Two separate contracts may be issued under this RFP.

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, via [Zoom](#) only, has been scheduled to answer questions about this RFP. See cover page for Conference date and time. Participation is mandatory for anyone interested in submitting a proposal in response to this RFP, and failure to participate will result in proposer ineligibility. Please plan to participate on time as credit may not be given if a proposer's representative joins the conference late. 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. It is recommended that you have a copy of the RFP available to you during the webinar for easy reference.

The registration and remote participation information is as follows:

1. Please register for the **Regional Early Action Planning (REAP) Grant Program Contracted Services RFP Mandatory Proposers' Conference** by **TBD** at: <https://hcidla.zoom.us/meeting/register/tZ0pde-tqDgjGtf-U6GzJzAxEv5ug--RIz-z>
2. Upon registering, you will receive a confirmation email which provides instructions on how to join. **NOTE:** Please join using the link provided in your confirmation email to ensure participation credit, and do not share your link as it is unique to you and could negatively affect your participation credit.
3. After selecting your unique link, the Zoom program will launch. A passcode is required to join and is provided in your confirmation email. If you do not have, or are unable to download the Zoom program application, you may join via web browser.
4. When attending, please select one of the following audio options:

TO USE YOUR COMPUTER'S AUDIO:

- After joining a Zoom meeting, you will join with computer audio automatically.

TO USE YOUR TELEPHONE AS AUDIO:

- After joining a Zoom meeting, you will be prompted to join the audio automatically. If this prompt does not appear or you close out of it, click Join Audio in the meeting controls.
 - Click the Phone Call tab.
 - Follow the instructions for dialing in:
 - In the Country/Region drop-down menu, select the country or region you're calling from.
 - Call one of the numbers provided.
 - Enter your meeting ID followed by #.
 - Enter your participant ID followed by #.
 - Enter the passcode, if prompted, followed by #.
5. Interested parties without computer access may participate during the scheduled event via telephone only. Instructions for participating via telephone only are as follows:
- On your phone, dial one of the teleconferencing numbers provided below:
 - +1 669 900 6833 (San Jose)
 - +1 408 638 0968 (San Jose)
 - +1 346 248 7799 (Houston)
 - +1 253 215 8782 (Tacoma)
 - +1 646 876 9923 (New York)
 - +1 301 715 8592 (Washington DC)
 - +1 312 626 6799 (Chicago)
 - Enter the meeting ID number when prompted using your dial pad.
 - Meeting ID number: 830 9777 2128

NOTE: All participants who join via telephone only will need to provide their contact information to HCIDLA staff at the end of the conference in order to receive participation credit. Instructions will be provided during the conference.

For system compatibility information and user guides, please visit the Zoom Help Center at the following address: <https://support.zoom.us/hc/en-us>.

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 submitted electronically to the email address listed on the front cover of this RFP by 5:00 p.m. PDT by the submission deadline date.

The cover letter accompanying the proposal must bear the actual signature of the person(s) authorized to sign the proposal and addressed to:

Contracts and Procurement Unit
Los Angeles Housing and Community Investment Department
1200 W. 7th Street, 4th Floor
Los Angeles, CA 90017

Persons who submit a proposal will receive an email response confirming receipt of their submission. 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 5:00 p.m. or earlier.

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 SUBMITTED AFTER 5:00 P.M. PDT ON THE SUBMISSION DEADLINE DATE WILL NOT BE OPENED.**

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 75 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.

1. DISPLACEMENT RISK ANALYSIS AND INTERACTIVE MAPPING TOOL

EVALUATION CRITERIA	POINTS
<u>Demonstrated Ability</u> Quality and depth of the proposer's ability to: <ul style="list-style-type: none"> Identify areas and parcels at greatest risk of displacement Create an interactive map that can identify and predict existing and future direct and indirect displacement risk. Analyze and present large data sets public and proprietary comparative analysis 	15
<u>Demonstrated Capacity</u> Proposer's capacity to provide the required services including: assigned program staff size, staff job descriptions, program staffing capabilities and resumes, major accomplishments, work plan, methodology and procedures, knowledge of applicable regulations, capacity to complete citywide projects within a reasonable amount of time, and other items as outlined in the Proposal Package section of this RFP.	10
<u>Program Design</u> Proposed approach to providing the required services, which includes: <ul style="list-style-type: none"> Developing a methodology for identifying & predicting displacement risk Conducting an evaluation of displacement risk Developing an interactive mapping tool Creating a final report based on the results of the analysis and tool, which outlines the findings and the implications of the findings; provides policy and program recommendations that address the findings both Citywide and at the neighborhood or parcel level scale; and includes lists of sites and comparative analysis. 	25
<u>Knowledge of Displacement Risk</u> <ul style="list-style-type: none"> Ability to review and analyze existing displacement tracking and predictive methodologies, particularly efforts undertaken by HCIDLA. Experience correlating geographic and qualitative analysis Ability to Identify key indicators of direct and indirect displacement Ability to identify statistical methods for creating predictive algorithms to identify displacement risk for HCIDLA approval 	25
<u>Cost Reasonableness</u> Accurate and complete proposed budget, with supporting budget narrative.	25
TOTAL POINTS	100

2. REPORT AND INTERACTIVE MAPPING TOOL TO ANALYZE SITES FOR AFFORDABLE HOUSING DEVELOPMENT

EVALUATION CRITERIA	POINTS
<u>Demonstrated Ability</u> Quality and depth of the proposer's ability to: <ul style="list-style-type: none"> • Identify areas and parcels for affordable housing development • Create an interactive map that can identify and predict sites optimal for affordable housing development. • Analyze and present large data sets, both public and proprietary to HCIDLA 	15
<u>Demonstrated Capacity</u> Proposer's capacity to provide the required services including: assigned program staff size, staff job descriptions, program staffing capabilities and resumes, major accomplishments, work plan, methodology and procedures, knowledge of applicable regulations, capacity to complete citywide projects within a reasonable amount of time, and other items as outlined in the Proposal Package section of this RFP.	10
<u>Program Design</u> Proposed approach to providing the required services, which includes: <ul style="list-style-type: none"> • Developing a methodology for identifying affordable housing sites citywide • Conducting an initial analysis of sites for affordable housing • Developing an interactive mapping tool • Creating a final report based on the results of the analysis and tool, which outlines the findings and the implications of the findings; provides policy and program recommendations that address the findings both Citywide and at the neighborhood or parcel level scale; and includes lists of sites and comparative analysis. 	25
<u>Experience Identifying Affordable Housing Development Sites</u> <ul style="list-style-type: none"> • Demonstrated experience and familiarity with geographic requirements of affordable housing incentive programs (including but not limited to TOC) • Proposal approach and methodology which includes: <ul style="list-style-type: none"> - Review of HCD/TCAC high resource maps - Review of federal Qualified Census Tracts (QCTs) and Difficult Development Areas - Review of federal Opportunity Zone designations - Review of Sites Selected through the Housing Element - Review of Public Land Sites suitable for affordable housing - Review of requirements for SB 35 streamlining • Develop a draft methodology for identifying the sites that are most competitive for funding and land use programs 	25
<u>Cost Reasonableness</u> Accurate and complete proposed budget, with supporting budget narrative.	25
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. Such appeals must be based upon specific facts demonstrating that the RFP criteria or process was not followed during the review of proposals. A disagreement or objection to the total points awarded, or differences of opinion about the merits of a proposal, are not grounds for an appeal.

2. Letters of Appeal

Appeals shall be delivered electronically via email to HCIDLA at hcidla.contractsprocurement@lacity.org, no later than within five (5) business days from the date that the notification of the results of the RFP was emailed. Proposers may file an appeal electronically by submitting a written request and identifying the specific reason for the appeal to:

Rosa Benavides, Director of Administrative Services
Los Angeles Housing and Community Investment Department
c/o Contracts and Procurement Unit
RFP Appeal – Regional Early Action Planning (REAP) Grant
Program Contracted Services
1200 W. 7th Street, 4th Floor
Los Angeles, CA 90017

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

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

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

3. Review Panel

A panel composed of selected staff will review the appeal for this RFP. The decision of the panel will be 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/CRO%20Personal%20Services%20Questionnaire%20FINAL%2001.23.2020.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)

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 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 and DBWCO Disclosure Ordinances 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/LW%2010%20-%20OCC%20Exemption%20Application%20edited%207.10.19.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: Iran Contracting Act of 2010 Compliance 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 or Unique Entity Identifier number when it becomes available as a replacement for the 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>

13. Nonresident/Foreign Tax Withholding

The City must generally impose California withholding tax of 7% on payments issued to nonresident vendors, unless otherwise exempted. In cases where a nonresident vendor is of a foreign status, such payments are generally subject to an additional 30% federal withholding tax, unless otherwise exempted or reduced by an applicable income tax treaty or other legal provision.

Nonresident vendors should submit the applicable Franchise Tax Board's (FTB) nonresident tax forms to clarify their tax withholding status. Examples of State nonresident tax forms are listed below. State income tax forms can be accessed through the FTB link:

<https://www.ftb.ca.gov/forms/index.html>

California Nonresident Income Tax	Form Number	Form Description
	Form 590	Used to indicate that the vendor has submitted a Form 590 and is claiming an exemption from withholding
	Form 587	Used to indicate that the vendor submitted Form 587 and to allocate expected gross payments to amounts subject to withholding.
	Form 588	CA Non-Resident Withholding Waiver Request. Should be accompanied with FTB approval.
	Form 589 C	CA Non-Resident Reduced Withholding Request. Should be accompanied with FTB approval.

Foreign vendors should submit the applicable federal withholding tax forms in addition to the applicable Franchise Tax Board Form(s). Examples of certain federal withholding tax forms are listed below. Federal withholding tax forms can be found using the following link:

<https://apps.irs.gov/app/picklist/list/formsInstructions.html>

Federal Nonresident Income Tax	Form Number	Form Description
	8233	Exemption From Withholding for Independent Personal Services (Individuals)
	W-8BEN	Certificate of Foreign Status for U.S Tax (Individuals)
	W-8BEN-E	Certificate of Status of Foreign Status for U.S.

		Tax (Entities)
	W-8ECI	Certificate of Foreign Person's Claim of Effectively Connected Income
	W-8EXP	Certificate of Foreign Government or Other Foreign Organization tax exemption
	W-8IMY	Certificate of Foreign Intermediary and tax exemption

14. Compliance with COVID-19 Requirements

- a. California and the City of Los Angeles are in a State of Emergency because of the COVID-19 pandemic. Due to the fluid nature of the pandemic, the City may enact various ordinances affecting the Contractor's obligations when entering into a contract for the provision of services to the City. At the time of the execution of any contract for the provision of services with the City, the selected Contractor(s) shall comply with any new contract provisions.
- b. COVID-19 Notification (If applicable): The Contractor shall immediately notify the City in the event that any person who has performed services for the Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this contract, (1) has been diagnosed with COVID-19, (2) has been informed by a medical professional that the person is likely to have COVID-19, or (3) meets the criteria for isolation under the most current County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order
http://publichealth.lacounty.gov/media/Coronavirus/docs/HOO/HOO_Coronavirus_Blanket_Isolation.pdf.
- c. Comply with any and all safety protocols, public health orders, current laws, and regulations related to the COVID-19 pandemic to ensure the health and safety of both the contractor's employees, any subcontractors, and the public.

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. The submitted proposal must include a scanned version of the embossed seal and authorized signature.
2. Proposers must submit one (1) original Proposal. The proposal must be marked "Original" on the cover and must bear the actual "wet" signature(s) of the person(s) authorized to sign the proposal.
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.
 - State whether direct and/or related experience in administering part or all of the services solicited in this RFP has occurred within the past five (5) years.
 - 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 **20** pages and must follow these standards:
 - Font size – 12 points
 - Margins – At least 1 inch on all sides
 - Line spacing – Single-spaced

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.



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



Eric Garcetti, Mayor
Ann Sewill, General Manager

Request for Proposals (RFP)

Assessment of Fair Housing Consultant Services

Release Date	TBD
RFP Submission Deadline	TBD Proposals shall be accepted no later than 5:00 p.m. PDT via electronic submission only.
Submission Address	Email to: hcidla.contractsprocurement@lacity.org
Mandatory Proposers' Conference (Proposers must participate via webinar <u>only</u> , see page 12)	TBD (2:00 p.m. – 4:00 p.m.) Please register by TBD at: https://attendee.gotowebinar.com/register/5769674486951552267
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
Assessment of Fair Housing Consultant Services**

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ATTACHMENTS:

ATTACHMENT 1

Proposal Checklist – Table of Contents

ATTACHMENT 2

Living Wage Ordinance and Service Contractor Worker Retention Ordinance

ATTACHMENT 3

LWO Statutory Exemptions

ATTACHMENT 4

Proposer Workforce Information/Non-Collusion Affidavit

ATTACHMENT 5

Business Services Implementation Plan Collaborator Agreements

ATTACHMENT 6

Business Inclusion Program and MBE/WBE/SBE/EBE/DVBE/OBE Outreach

ATTACHMENT 7

Iran Contracting Act of 2010 Compliance Affidavit

ATTACHMENT 8

Corporate Documents

ATTACHMENT 9

Child Support Obligations

ATTACHMENT 10

CEC Form 55 Instructions

ATTACHMENT 11

Required Insurance and Minimum Limits

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), HCIDLA will serve as the administrative entity for this request for proposals (RFP). 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. XX-XXXX).

B. OVERVIEW

The obligation to affirmatively further fair housing can be found in the Fair Housing Act (FHA or the Act) of 1968. As established in the FHA, the law directs the U.S. Department of Housing and Urban Development (HUD) and its program participants to affirmatively further the Act's goals of promoting fair housing and equal opportunity. Recently, HUD made significant changes to the FHA and the final rule on affirmatively furthering fair housing (AFFH), which now aims to provide all HUD grantees with clear guidelines and the data that will help them to achieve those goals.

On July 16, 2015, HUD published its AFFH final rule implementing the Fair Housing Act of 1968's obligation for jurisdictions receiving federal funds for housing and urban development to affirmatively further fair housing. The Fair Housing Act does not only make it unlawful for jurisdictions to discriminate; the law also requires jurisdictions to take actions that can undo historic patterns of segregation and other types of discrimination, as well as to take actions to promote fair housing choice and to foster inclusive communities. The protected classes of the Fair Housing Act are race, color, national origin, religion, sex, disability, or familial status. HUD's final rule instituted a process to analyze the local fair housing landscape and set fair housing priorities and goals through an Assessment of Fair Housing (AFH). The 2015 AFFH rule replaced the Analysis of Impediments (AI). The final rule identified four (4) fair housing issues that program participants will have to assess:

1. Patterns of integration and segregation;
2. Racially and ethnically concentrated areas of poverty;
3. Disparities in access to opportunity; and
4. Disproportionate housing needs.

The AFH process entails the use of local data, receiving HUD guidance, and utilizing an Assessment Tool that will help HUD grantees identify fair housing issues and related

contributing factors in their jurisdiction and region. HUD grantees are required to set goals to overcome unfair housing and related contributing factors.

On July 26, 2020 then-HUD Secretary Ben Carson rescinded the 2015 AFFH rule, replacing it with Preserving Community and Neighborhood Choice, which defined fair housing broadly to mean “housing that, among other attributes, is affordable, safe, decent, free of unlawful discrimination, and accessible under civil rights laws.” It then defines “affirmatively furthering fair housing” to mean “any action rationally related to promoting any of the above attributes of fair housing.” Subsequently, on January 26, 2021 President Biden issued the “Memorandum on Redressing Our Nation’s and the Federal Government’s History of Discriminatory Housing Practices and Policies” directing HUD to examine the effects that rescinding the AFFH rule had on “HUD’s statutory duty to affirmatively further fair housing.” The Biden memorandum also directed HUD to take the steps necessary to implement the Fair Housing Act’s requirement to administer its programs in a manner that affirmatively furthers fair housing. In the meantime, states and localities must still comply with the obligation to conduct an Analysis of Impediments to Fair Housing Choice, also known as an AI.

It is important to note that the State of California signed into law, AB 686, codifying the 2015 AFFH rule and requires all jurisdictions to incorporate a robust AFFH component to all long-range housing plans. The City of Los Angeles, in effect, has consciously maintained a commitment to affirmatively further fair housing. We anticipate HUD will soon release guidelines to inform the City’s update to the AFH under HUD Secretary Marcia Fudge.

II. RFP SPECIFICATIONS

A. SERVICES SOLICITED

This RFP seeks to solicit qualified organizations/contractors for the Assessment of Fair Housing to be conducted in a manner that is consistent with the requirements outlined in HUD's Affirmatively Furthering Fair Housing Rule of 2015 and updated guidelines pertinent to President Biden's Executive Order, which outlined an analysis of how the repeal of the 2015 rule impacted HUD's statutory duty to affirmatively further fair housing. The AFH is an analysis of fair housing issues in a program participant's jurisdiction and region that results in goals that the program participant sets forth to achieve over the program participant's coming planning cycle. In addition, the scope of analysis extends beyond federal fair housing laws and also covers the California fair housing and housing-related laws, such as Assembly Bill 686, which govern the provision of housing for all, especially those with special needs. For example, the California fair housing laws provide for additional protected classes not covered under federal laws (such as sexual orientation, source of income, and arbitrary discrimination).

The selected Contractor is expected to carry out the following tasks by working with HCIDLA and with the Housing Authority of the City of Los Angeles (HACLA), other City of Los Angeles staff, and technical assistance providers.

B. SCOPE OF WORK

Task 1: Establish Project Management Systems

- Host project kick-off meeting that sets goals, expectations and deliverables for project
- Develop work plan based on scope of work that includes a work product schedule and assignments/roles for consultant and their staff (as needed)
- Review invoicing process per grant guidelines based on work plan

Deliverables:

- Hold monthly meetings with HCIDLA team
- Prepare monthly invoices
- Prepare monthly progress reports for HCIDLA team

Task 2: Using the Assessment Tool and Analyzing Data/Maps to Complete the AFH

Task 2.1: Utilizing the Assessment Tool & Assessment of Fair Housing (AFH) User Interface

The Contractor will use HUD's Assessment Tool as guidance to complete the City's AFH (HUD's Affirmatively Furthering Fair Housing Rule Guidebook is to be used as a

blueprint). The purpose of the Tool is to guide Los Angeles through an assessment of key fair housing issues and contributing factors in the City, including what data to use in the assessment. The Contractor is expected to follow the instructions in the Assessment Tool, which includes instructions that outline the required data sources for answering specified questions. The AFH is to include:

- Summary of fair housing issues and capacity;
- Analysis of HUD-provided data, local data, and local knowledge;
- Assessment of fair housing issues and contributing factors; and
- Identification of fair housing priorities and goals.

Deliverable: With the direction and guidance of HCIDLA staff, create files for each section of the AFH in accordance with the AFH User Interface. The Contractor is also required to utilize HUD's Assessment of Fair Housing (AFH) User Interface to upload all sections of the City's AFH for an online submission to HUD. The Contractor is to work with the City's designated User Interface Coordinator to draft, edit and save sections of the AFH throughout the completion process.

Task 2.2: Collecting Local Data and Knowledge

Local data must be used to supplement HUD-provided data. Local knowledge includes, among other things, any information obtained through the community participation process. HUD is only able to provide data for those protected classes for which nationally uniform data are available. The Contractor is to assist in the gathering of local data and local knowledge, including, but not limited to, information obtained through the community participation process. The Contractor is to develop an initial list of local City data needed (i.e., public housing projects, Housing Choice Vouchers, disability and access, etc.) prior to beginning in-depth analyses. Local data gathered is intended to supplement the analysis for protected classes not covered by the HUD-provided data.

Deliverable: Presentation and meeting materials; summary of public comments and questions from public meetings and brief analysis on whether received comments will be indicated in the AFH. The Contractor is expected to engage various methods and resources to supplement HUD-provided data as outlined in HUD's Affirmatively Furthering Fair Housing Rule Guidebook.

Task 2.3: Analyzing Fair Housing Data

The Contractor will use HUD-provided data and must supplement this data with local data and local knowledge. Data is to be used to assess the City of Los Angeles' geographic area's fair housing issues and contributing factors and to set fair housing priorities and goals; data will provide benchmarks to facilitate the measuring of trends and changes over time.

Deliverable: Data is to be used to assess the City of Los Angeles' geographic area's fair housing issues and contributing factors and to set fair housing priorities and goals; data analysis will provide benchmarks to facilitate the measuring of trends and changes over time.

Task 2.4: Using and Analyzing HUD-Provided Maps

HUD provides various maps (i.e., showing racially and ethnically concentrated areas of poverty, dot density maps showing geographic dispersion of different racial and ethnic groups, and thematic maps showing disparities in the location of proficient schools across the jurisdiction and region) to be analyzed. The HUD maps show census tract boundaries and locality boundaries. While the maps do not display neighborhood boundaries, the Contractor will be expected to reference commonly used neighborhood names and boundaries in analyzing and reporting on the information in the maps in the City's AFH. In addition to the census tract boundaries, most of the maps include a "dot density" layer to show the distribution of people with common characteristics, such as race/ethnicity or national origin. When analyzing dot density maps, the Contractor must assist the City in performing certain analytical determinations as well. Contractor is to utilize HUD's AFFH portal to access maps, data, and other information pertaining to the AFFH and Assessment Tool for completion of the AFH, which are forthcoming.

Deliverable: Complete analysis of HUD-Provided maps based on instructions provided in the AFFH portal (forthcoming).

Task 2.5: Creating Maps Utilizing and Gathering Local Data

Contractor is to create maps using local data specific to the City of Los Angeles, and provide geospatial analysis of findings. These maps are to represent data that HUD is not able to display in its thematic maps due to unavailability and that are responses to the AFH questions. Based on the type and purpose of the map, each map will either illustrate census tract boundaries, City Council districts, neighborhoods or all of the above.

Deliverable: Complete mapping to further identify: 1) Integration and segregation patterns/trends; 2) Racially or ethnically concentrated areas of poverty; 3) disparities in access to opportunity; 4) disproportionate housing needs within the jurisdiction, including displacement risk.

Task 2.6: Analyzing HUD-Provided Tables

HUD provides tables which include the percentages of various races in a jurisdiction and region, the number of public housing units within a jurisdiction, and the number of residents with a particular type of disability in a jurisdiction. The Contractor is expected to analyze HUD's tables and consider various elements. For example, changes in the proportion of a population represented by a subgroup, as well as the changes to the actual number of people in a subgroup.

Deliverable: Complete analysis to identify: 1) Integration and segregation patterns/trends; 2) Racially or ethnically concentrated areas of poverty; 3) disparities in access to opportunity; 4) disproportionate housing needs within the jurisdiction, including displacement risk that complements maps created utilizing local data.

Task 2.7: Develop and Analyze Local Data/Local Knowledge Tables

The Contractor is to create and analyze tabular data based on local data and local knowledge that is gathered during the AFH development process. This type of data is to be used in addition, not in place of the HUD-provided tables that will also be analyzed.

Deliverable: Develop unique tabulations based on City specific data and as requested by the City to fulfill the AFH requirements.

Task 3: Community Participation Process

Task 3.1: Consultation Meetings

The Contractor will conduct one (1) or more consultation meetings inviting fair housing/housing advocates and professionals, agencies that provide services to special needs populations, apartment owner associations, real estate professionals, etc. The Contractor is to submit a list of sample questions to the City for review prior to holding the consultation meetings. This list will be reviewed by the City and approved for use during the public engagement process. The Contractor is to assist the City in documenting the success of gaining community participation and if applicable, reasons for low participation; a summary of comments, views, and recommendations, received in writing, etc., including those not accepted and reasons for non-acceptance. Local knowledge is to be gathered from these convenings and utilized in the development of the AFH.

City staff will be responsible for generating a list of agencies to attend the consultation meetings. The Contractor will work with staff to augment the list. HCIDLA and HACLA will handle all advertising, outreach, and logistics for the meeting(s).

Deliverable: Contractor will attend Consultation meetings and provide a summary report of local knowledge gathered; and meeting notes, sign-in sheets.

Task 3.2: Public Meetings

The Contractor is to assist HCIDLA and HACLA in the City's community participation process to satisfy the AFH requirement. The Contractor is expected to prepare and provide a presentation on the City's objective to affirmatively further fair housing at community meeting(s) and address public comments and questions. These comments and questions are to be summarized, and public recommendations that are accepted or not accepted with the reasons why are to be indicated in the AFH. Local knowledge is to be obtained from the public gatherings and utilized in the development of the AFH.

HCIDLA and HACLA will be responsible for locating and securing meeting site(s) based on reaching the broadest audience possible. HCIDLA and HACLA will handle all advertising, outreach, and logistics for the meeting(s).

Deliverable: Contractor is to participate in coordination meetings with HCIDLA and HACLA staff to schedule public meetings, develop presentations that are in the appropriate languages for the communities where the public meetings will take place and facilitate meetings day-of. Contractor is to provide meeting notes, sign in sheets and

a summary report of each meeting conducted to capture discussion and feedback from residents.

Task 4: AFH Plan Development: Analysis of Fair Housing Issues and Contributing Factors

Task 4.1: Fair Housing Enforcement, Outreach Capacity, and Resource Analysis

This entails developing a summary of fair housing issues and capacity in Los Angeles, included but not limited to any findings, lawsuits, enforcement actions, settlements, or judgments related to fair housing or other civil rights laws, and an assessment of Los Angeles' fair housing outreach capacity. In addition, identifying any state or local fair housing laws and other factors. The Contractor is to also determine any existing gaps relative to fair housing enforcement, outreach capacity, and resources in Los Angeles affecting groups with other protected characteristics.

Deliverable: The Contractor is to provide an analysis of fair housing enforcement, outreach capacity, and resources.

Task 4.2: Fair Housing Contributing Factors

The purpose of this task is to assess why members of particular protected classes may experience restricted housing choice due to segregation, R/ECAPs (racially and ethnically concentrated areas of poverty), disparities in access to opportunity, disproportionate housing needs, or other fair housing issues. Contractor is to assist the City in prioritizing contributing factors and justifying prioritization of factors that are addressed by goals identified in the AFH.

The method of prioritization must give the highest priority to those factors that limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance. The Contractor is to assist City staff in justifying the prioritization of contributing factors, as well as guide the City in setting goals for overcoming the effects of contributing factors as prioritized.

Deliverable: The Contractor will identify fair housing contributing factors for the AFH.

Task 4.3: Setting Fair Housing Priorities and Goals

The Contractor is to assist the City in identifying one or more goals to overcome each of the fair housing issues for which significant contributing factors have been identified, including establishing metrics and milestones to determine what fair housing results will be achieved and the timeframes for achieving them. This shall include a discussion about establishing fair housing goals, including an explanation of how each goal is designed to overcome the identified contributing factor and related fair housing issue(s).

The Contractor is to guide the City in properly identifying goals and setting priorities based on findings and data.

HUD suggests the SMART system – Specific, Measurable, Action-Oriented, Realistic, and Time-Bound as a potential approach for establishing goals. The Contractor is

expected to introduce the most appropriate method to City staff for goal-setting based on Los Angeles' housing characteristics and uniqueness.

Deliverable: The Contractor is expected to prepare a memorandum introducing the most appropriate method for City staff to set goals based on Los Angeles' housing characteristics and uniqueness.

Task 5: Public Presentation of Draft AFH Plan and Key Findings

The Contractor is to revise the AFH according to the City's and HACLA's changes, then submit subsequent drafts for the City's review. The Contractor, HCIDLA staff, and HACLA staff will attend public hearings/meetings to present the draft AFH to elected and/or appointed officials.

Deliverable: The Contractor will submit a preliminary draft AFH to HCIDLA and HACLA for review and comments.

Content of Draft AFH

The Contractor is to ensure the City's AFH is organized as outlined in HUD's Affirmatively Furthering Fair Housing Rule Guidebook. Various prompts, questions, and instructions for the AFH are to lead in creating these components of the report:

- I. Cover Sheet
- II. Executive Summary
- III. Community Participation Process
- IV. Assessment of Past Goals and Actions
- V. Fair Housing Analysis
 - a. Demographic Summary
 - b. General Issues
 - i. Segregation/Integration
 - ii. Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs)
 - iii. Disparities in Access to Opportunity
 - iv. Disproportionate Housing Needs
 - c. Publicly Supported Housing Analysis
 - d. Disability and Access Analysis
 - e. Fair Housing Enforcement, Outreach Capacity, and Resources
- VI. Fair Housing Goals and Priorities

Task 6: Draft AFH Plan

Task 6.1: Response to Public Comments

The Contractor will submit the draft report to the HCIDLA and HACLA with a data library containing raw and processed files of supporting data in electronic format. After review and acceptance of the draft report by the City, the report and supporting data will be released to the public providing them with 30 calendar days to submit their comments.

Deliverable: The Contractor will review and address comments received through the public comment period and prepare a revised AFH draft for approval by the City.

Task 6.2: Presentation of Draft AFH

The Contractor and City staff will attend public hearings/meetings to present the draft AFH to elected and/or appointed officials.

Deliverable: The Contractor is expected to have staff in attendance and provide meeting notes, sign in sheets, and a report summary on public comments received during the Draft AFH sessions.

Task 7: Submission of Final AFH Plan

After the completion and approval of the final AFH by the City Council and the Mayor, the Contractor is to assist the City in submitting the AFH using HUD's online. Assessment of Fair Housing User Interface for review and consideration by HUD by announced deadline, which is forthcoming.

Deliverable: The Contractor is also expected to provide HCIDLA and HACLA with multiple bound hard copies of the final AFH Plan.

Task 8: Responding to HUD's Determination of Inconsistency/Incompleteness and other AFH Consultant Services

Task 8.1: Revision and Resubmission of AFH Plan

The Contractor is to be available to assist the City in revising and resubmitting the AFH if HUD determines within 60 days after initial submission, a portion of the AFH is inconsistent and/or substantially incomplete. In addition, the Contractor is to help the City in adhering to HUD's findings of problems and indications as to how to address issues.

Deliverable: The Contractor is to also provide assistance to the City by making the revised AFH available to the public for 30-days for review and comments. After revisions are completed for the AFH, the Contractor is to support the City in resubmitting the AFH within 45 calendar days of HUD's notice. If after 30 calendar days of resubmission, HUD does not provide another non-acceptance notification, the AFH is deemed accepted and the Contractor has completed his/her duty for finalizing the AFH. If HUD does provide a second non-acceptance notification to the City, then Contractor is to repeat the revision and resubmission process for the AFH.

Task 8.2: Obtaining Council and Mayoral Approval

If a second resubmission is required by HUD, the Contractor is expected to prepare a presentation and attend hearing(s) with City staff to obtain City Council, then Mayoral approval before resubmitting a revised AFH to HUD.

Deliverable: Upon City Council and Mayor approval, work with HCIDLA staff to upload the Final AFH to HUD, per agency instructions.

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 two years' continuous experience within the past five years in assisting localities, public housing agencies (PHAs), departments/agencies, institutions or other entities in developing and implementing programs, practices and protocols to reduce existing barriers to fair housing.
6. 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 Regional Early Action Planning (REAP) grant program beginning prior to or by January 1, 2022 until June 30, 2023. Approximately \$150,000 is anticipated to be available for the AFH Consultant Services, subject to the approval by the Los Angeles City Council and the Mayor.

E. CONTRACT TERM

The contract shall commence on or about January 1, 2022 through June 30, 2023, 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. Only one contract will be issued under this RFP.

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, via [Zoom](#) only, has been scheduled to answer questions about this RFP. See cover page for Conference date and time. Participation is mandatory for anyone interested in submitting a proposal in response to this RFP, and failure to participate will result in proposer ineligibility. Please plan to participate on time as credit may not be given if a proposer's representative joins the conference late. 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. It is recommended that you have a copy of the RFP available to you during the webinar for easy reference.

The registration and remote participation information is as follows:

1. Please register for the **Sample RFP Mandatory Proposers' Conference by TBD** at: <https://hcidla.zoom.us/meeting/register/tZ0pde-tqDgjGtf-U6GzJzAxEv5ug--Rlz-z>
2. Upon registering, you will receive a confirmation email which provides instructions on how to join. **NOTE:** Please join using the link provided in your confirmation email to ensure participation credit, and do not share your link as it is unique to you and could negatively affect your participation credit.
3. After selecting your unique link, the Zoom program will launch. A passcode is required to join and is provided in your confirmation email. If you do not have, or are unable to download the Zoom program application, you may join via web browser.
4. When attending, please select one of the following audio options:

TO USE YOUR COMPUTER'S AUDIO:

- After joining a Zoom meeting, you will join with computer audio automatically.

TO USE YOUR TELEPHONE AS AUDIO:

- After joining a Zoom meeting, you will be prompted to join the audio automatically. If this prompt does not appear or you close out of it, click Join Audio in the meeting controls.
 - Click the Phone Call tab.
 - Follow the instructions for dialing in:
 - In the Country/Region drop-down menu, select the country or region you're calling from.
 - Call one of the numbers provided.
 - Enter your meeting ID followed by #.
 - Enter your participant ID followed by #.
 - Enter the passcode, if prompted, followed by #.
5. Interested parties without computer access may participate during the scheduled event via telephone only. Instructions for participating via telephone only are as follows:

- On your phone, dial one of the teleconferencing numbers provided below:
 - +1 669 900 6833 (San Jose)
 - +1 408 638 0968 (San Jose)
 - +1 346 248 7799 (Houston)
 - +1 253 215 8782 (Tacoma)
 - +1 646 876 9923 (New York)
 - +1 301 715 8592 (Washington DC)
 - +1 312 626 6799 (Chicago)
- Enter the meeting ID number when prompted using your dial pad.
 - Meeting ID number: **830 9777 2128**

NOTE: All participants who join **via telephone only** will need to provide their contact information to HCIDLA staff at the end of the conference in order to receive participation credit. Instructions will be provided during the conference.

For system compatibility information and user guides, please visit the Zoom Help Center at the following address: <https://support.zoom.us/hc/en-us>.

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 submitted electronically to the email address listed on the front cover of this RFP by 5:00 p.m. PDT by the submission deadline date. The cover letter accompanying the proposal must bear the actual signature of the person(s) authorized to sign the proposal and addressed to:

Contracts and Procurement Unit
Los Angeles Housing and Community Investment Department
1200 W. 7th Street, 4th Floor
Los Angeles, CA 90017

Persons who submit a proposal will receive an email response confirming receipt of their submission. 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 5:00 p.m. or earlier.

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 SUBMITTED AFTER 5:00 P.M. PDT ON THE SUBMISSION DEADLINE DATE WILL NOT BE OPENED.**

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		MAXIMUM POINTS
	DEMONSTRATED ABILITY AND CAPACITY	25 Points
1.	Proposer's response to Demonstrated Ability (General Experience) Narrative	15 points
2.	Staff capacity and operational level to carry out tasks	10 points
	PROGRAM DESIGN	25 Points
1.	Proposer's approach to providing required services (as indicated in Section II B. – Scope of Work)	25 points
	FAIR HOUSING EXPERIENCE AND KNOWLEDGE	30 Points
1.	Knowledge of fair housing laws (federal and state regulations), including protected classes	5 points
2.	Knowledge of HUD's Final AFFH Rule	5 points
3.	Experience working with fair housing organizations	5 points
4.	Challenges encountered during previous fair housing work	5 points
5.	Familiarity with HUD's Assessment Tool; development of analytical resources	5 points
6.	Experience gathering and analyzing local data and local knowledge	5 points
	COST REASONABLENESS	20 Points
1.	Accurate and complete Proposed Budget, with supporting Budget Narrative	Qualifying
2.	Proposed costs as compared against RFP Budget Guidelines and other proposals	20 points
	TOTAL POINTS POSSIBLE	100 Points

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. Such appeals must be based upon specific facts demonstrating that the RFP criteria or process was not followed during the review of proposals. A disagreement or objection to the total points awarded, or differences of opinion about the merits of a proposal, are not grounds for an appeal.

2. Letters of Appeal

Appeals shall be delivered electronically via email to HCIDLA at hcidla.contractsprocurement@lacity.org, no later than within five (5) business days from the date that the notification of the results of the RFP was emailed. Proposers may file an appeal electronically by submitting a written request and identifying the specific reason for the appeal to:

Rosa Benavides, Director of Administrative Services
Los Angeles Housing and Community Investment Department
c/o Contracts and Procurement Unit
RFP Appeal – Assessment of Fair Housing Consultant Services
1200 W. 7th Street, 4th Floor
Los Angeles, CA 90017

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

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

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

3. Review Panel

A panel composed of selected staff will review the appeal for this RFP. The decision of the panel will be 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 & CRO Pledge of Compliance

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/CRO%20Personal%20Services%20Questionnaire%20FINAL%2001.23.2020.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)

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 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 and DBWCO Disclosure Ordinances 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/LW%2010%20-%20OCC%20Exemption%20Application%20edited%207.10.19.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 **Attachment 11:** Required Insurance and Minimum Limits, and 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 or Unique Entity Identifier number when it becomes available as a replacement for the 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>

13. Nonresident/Foreign Tax Withholding

The City must generally impose California withholding tax of 7% on payments issued to nonresident vendors, unless otherwise exempted. In cases where a nonresident vendor is of a foreign status, such payments are generally subject to an additional 30% federal withholding tax, unless otherwise exempted or reduced by an applicable income tax treaty or other legal provision.

Nonresident vendors should submit the applicable Franchise Tax Board's (FTB) nonresident tax forms to clarify their tax withholding status. Examples of State nonresident tax forms are listed below. State income tax forms can be accessed through the FTB link: <https://www.ftb.ca.gov/forms/index.html>

California Nonresident Income Tax	Form Number	Form Description
	Form 590	Used to indicate that the vendor has submitted a Form 590 and is claiming an exemption from withholding
	Form 587	Used to indicate that the vendor submitted Form 587 and to allocate expected gross payments to amounts subject to withholding.
	Form 588	CA Non-Resident Withholding Waiver Request. Should be accompanied with FTB approval.
	Form 589 C	CA Non-Resident Reduced Withholding Request. Should be accompanied with FTB approval.

Foreign vendors should submit the applicable federal withholding tax forms in addition to the applicable Franchise Tax Board Form(s). Examples of certain federal withholding tax forms are listed below. Federal withholding tax forms can be found using the following link: <https://apps.irs.gov/app/picklist/list/formsInstructions.html>

Federal Nonresident Income Tax	Form Number	Form Description
	8233	Exemption From Withholding for Independent Personal Services (Individuals)
	W-8BEN	Certificate of Foreign Status for U.S Tax (Individuals)
	W-8BEN-E	Certificate of Status of Foreign Status for U.S. Tax (Entities)
	W-8ECI	Certificate of Foreign Person's Claim of Effectively Connected Income
	W-8EXP	Certificate of Foreign Government or Other Foreign Organization tax exemption
	W-8IMY	Certificate of Foreign Intermediary and tax exemption

14. Compliance with COVID-19 Requirements

- a. California and the City of Los Angeles are in a State of Emergency because of the COVID-19 pandemic. Due to the fluid nature of the pandemic, the City may enact various ordinances affecting the Contractor's obligations when entering into a contract for the provision of services to the City. At the time of the execution of any contract for the provision of services with the City, the selected Contractor(s) shall comply with any new contract provisions.
- b. COVID-19 Notification (If applicable): The Contractor shall immediately notify the City in the event that any person who has performed services for the Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this contract, (1) has been diagnosed with COVID-19, (2) has been informed by a medical professional that the person is likely to have COVID-19, or (3) meets the criteria for isolation under the most current County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order (http://publichealth.lacounty.gov/media/Coronavirus/docs/HOO/HOO_Coronavirus_Blanket_Isolation.pdf).
- c. Comply with any and all safety protocols, public health orders, current laws, and regulations related to the COVID-19 pandemic to ensure the health and safety of both the contractor's employees, any subcontractors, and the public.

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. The submitted proposal must include a scanned version of the embossed seal and authorized signature.
2. Proposers must submit one (1) original Proposal. The proposal must be marked "Original" on the cover and must bear the actual "wet" signature(s) of the person(s) authorized to sign the proposal.
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.
 - State the number of years of direct and/or related experience in administering part or all of the services solicited in this RFP.
 - 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 25 pages or 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

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.